Court File No. CV-25-00748510-00CL

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

APPLICATION RECORD
(CCAA Initial Order)
(Returnable July 29, 2025)

July 28, 2025

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TO: **THE SERVICE LIST**

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INDEX

TAB	DOCUMENT	PAGE
1.	Notice of Application dated July 28, 2025	0001
2.	Affidavit of Agnieszka Barrett sworn July 28, 2025	0018
	Exhibit "A" – Corporate Organization Chart of QM	0066
	Exhibit "B" – Corporate Profile Report for QM GP Inc.	0068
	Exhibit "C" – Corporate Profile Report for Highpoint Environmental Services Inc.	0077
	Exhibit "D" – Corporate Profile Report for Quantum Holdings LP	0086
	Exhibit "E" – Corporate Profile Report for QM LP	0089
	Exhibit "F" – Corporate Profile Report for QMF LP	0092
	Exhibit "G" – Corporate Profile Report for TWT LP	0095
	Exhibit "H" – Unaudited Financial Statements of QM as of May 31, 2025	0098
	Exhibit "I" – Credit Agreement dated June 6, 2023	0100
	Exhibit "J" – Commitment Letter dated November 4, 2022	0447
	Exhibit "K" – Intercreditor Agreement dated June 6, 2023	0463
	Exhibit "L" – First Amendment to the Credit Agreement dated December 11, 2023	0472

TAB	DOCUMENT	PAGE
	Exhibit “M” – Second Amendment to the Credit Agreement dated June 14, 2024	0478
	Exhibit “N” – Third Amendment to the Credit Agreement dated June 26, 2024	0601
	Exhibit “O” – Fourth Amendment to the Credit Agreement dated September 18, 2024	0613
	Exhibit “P” – Ontario and Manitoba PPSA Searches for QM GP Inc.	0620
	Exhibit “Q” – Ontario PPSA Search for Highpoint Environmental Services Inc.	0697
	Exhibit “R” – Ontario and Manitoba PPSA Searches for QM LP, QMF LP, TWT LP and Quantum Holdings LP	0706
	Exhibit “S” – Bonded Projects Summary	0827
	Exhibit “T” – Master Surety Agreement dated March 16, 2016	0829
	Exhibit “U” – Adhesion of Additional Party to Master Surety Agreement dated July 24, 2017	0846
	Exhibit “V” – Amended and Restated Adhesion of Additional Party to Master Surety Agreement dated July 11, 2019	0849
	Exhibit “W” – Adhesion of Additional Party to Master Surety Agreement dated July 12, 2019	0000
	Exhibit “X” – Bond Facility Agreement dated November 17, 2020	0852
	Exhibit “Y” – Manitoba Personal Property Registration Confirmation	0857
	Exhibit “Z” – General Application and Indemnity Agreement dated May 3, 2024	0871
	Exhibit “AA” – Terms and Conditions Agreement dated June 13, 2024	0886
	Exhibit “BB” – Capital Retention Agreement dated June 27, 2024	0892
	Exhibit “CC” – Kingsdale Letter of Credit dated June 28, 2024	0897
	Exhibit “DD” – General Application and Indemnity Agreement dated June 9, 2023	0900
3.	Draft Initial Order	0917
4.	Blackline of Draft Initial Order to Model Order	0938
5.	Draft Lien Regularization Order	0966

TAB 1

Court File No./N° du dossier du greffe : CV-25-00748510-00CL

Court File No.

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

NOTICE OF APPLICATION
(CCAA Initial Order)

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Ontario Superior Court of Justice (Commercial List),

☐ In person

☐ By telephone conference

☒ By video conference at the following link:

https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0IYSWtCL2ZBZz09

Meeting ID: 679 2706 3702

Passcode: 007287

on July 29, 2025 at 10:00 a.m. Eastern Time (Toronto). Please advise if you intend to join the hearing by emailing Natasha Rambaran at nrambaran@reconllp.com.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in this application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your other lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four (4) days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: July 28, 2024

Issued by: _____
Local Registrar

Address of court office:

Ontario Superior Court of Justice
(Commercial List)
330 University Avenue,
Toronto, ON M5G 1R8

TO: THE SERVICE LIST

APPLICATION

NATURE OF THE APPLICATION[1]

1. QM GP Inc. and Highpoint Environmental Services Inc. (the "**Applicants**") make this application for an order substantially in the form attached as Tab 3 of this Application Record (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to, among other things:

(a) abridge the time for service of the Notice of Application and Application Record and dispense with further service thereof;

(b) declare that the Applicants are debtor companies to which the CCAA applies;

(c) declare that the benefits and protections afforded to the Applicants under the Initial Order are extended to QM LP, QMF LP, TWT LP and Quantum Holdings LP (collectively, the "**Non-Applicant Related Parties**" together with the "**Applicants**", the "**Company**");

(d) grant a stay of proceedings (the "**Stay**") for an initial period of ten (10) days (the "**Initial Stay Period**");

(e) grant the Company uninterrupted access to its bank accounts associated with the Cash Management System;

(f) appoint Alvarez & Marsal Canada Inc. ("**A&M**" or the "**Proposed Monitor**") as the monitor in the CCAA Proceedings (in such capacity, the "**Monitor**');

[1] Capitalized terms used and not otherwise defined have the meaning ascribed to them in the Affidavit of Agnieszka Barrett sworn July 26, 2025 (the "**Barrett Affidavit**").

(g) authorize the Company with consent of the Monitor to pay amounts owing for goods and/or services actually supplied to it prior to the date of the Initial Order;

(h) approve an interim financing loan agreement (the "**DIP Term Sheet**") entered into between the Company and WeShall Investments Inc. ("**WeShall**" or the "**DIP Lender**") for a debtor-in-possession credit facility (the "**DIP Facility**") and authorize the Company to borrow an initial amount of $3,300,000 (the "**Initial Advance**") thereunder;

(i) grant the following priority charges against the Property:

(i) the Administration Charge (to the maximum amount of $750,000);

(ii) the DIP Lender's Charge (to the maximum amount of $3,300,000); and

(iii) the Directors' Charge (to the maximum amount of $3,600,000);

(j) temporarily stay any person with recourse to Performance Bonds from enforcing or calling on such bonds except with the written consent of the Company and the Monitor;

(k) temporarily stay any proceeding or enforcement step taken against third parties that have provided an indemnity, guarantee, letter of credit, or similar obligation (collectively, the "**Third-Party Indemnity Obligations**"), on behalf of the Company, in respect to the Company's obligations under any construction project contract, in favour of Intact Insurance Company ("**Intact**") and Aviva Insurance Company of Canada ("**Aviva**"); and

(l) order a comeback hearing for August 7, 2025 at 11: 00 a.m. Eastern Time (Toronto) (the "**Comeback Hearing**"); and

(m) grant such further and other relief as this Honourable Court deems just.

2. an order substantially in the form attached as Tab *5* of this Application Record (the "**Lien Regularization Order**") to, among other things:

(a) stay the rights of any person (a "**Lien Claimant**") having a claim (a "**Lien Claim**") under the relevant provincial lien legislation ("**Provincial Lien Legislation**") in respect of the supply of labour, materials and/or services to certain continuing construction projects that have not been disclaimed, other than as permitted by the Lien Regularization Order;

(b) require that all persons who wish to assert a Lien Claim after the Filing Date in respect of a QM Project (an "**Asserting Lien Claimant**"), whether in respect of materials and/or services supplied before or after the Filing Date, deliver a notice (a "**Lien Notice**") in accordance with the Lien Regularization Order to the Monitor, counsel to the Monitor, and counsel to the Company, within the time frame prescribed by Provincial Lien Legislation; and

(c) grant a charge (the "**Lien Charge**") against the applicable Company's property in the applicable QM Project in respect of which a Lien Claim arises equivalent to, and only to the extent of, any security granted under Provincial Lien Legislation for such Lien Claim, as set out in and pursuant to the requirements of the Lien Regularization Order.

3. At the Comeback Hearing, the Company intends to seek an amended and restated Initial Order to, among other things: (a) extend the Stay; (b) authorize the Company to borrow up to $14,000,000 under the DIP Facility; (c) increase the quantum of the Administration Charge, the DIP Lender's Charge and the Directors' Charge; and (d) approve a key employee retention plan (the "**KERP**") and grant a related KERP charge.

THE GROUNDS FOR THIS APPLICATION ARE:

Overview of the Business

4. QM is a leading provider of environmental and industrial services in Canada, offering wide range of integrated services, including demolition and decommissioning, environmental remediation, hazardous material abatement, emergency management and response, waste and soil management, and water treatment.

5. Since its inception in 1985, and following a series of strategic mergers and acquisitions, including the 2016 acquisition by WeShall, the Company expanded its operations to over $168,000,000 in annual revenue in 2024.

6. QM's Business is supported by over 400 employees across Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. The Company also relies on several vendors and third-party service providers, including specialized suppliers for equipment, construction materials, fuel and rental equipment that are critical to its Business.

Financial Difficulties

7. While the Company has successfully operated its Business for 40 years and is considered an industry leader, it has experienced significant financial and operational challenges in recent years that have resulted in a liquidity crisis.

8. These operational and financial challenges have included, among other things: (a) employee turnover and retention issues; (b) deficiencies in internal financial tracking and difficulties pursuing timely change orders for out-of-scope work performed at the request of clients; (c) the transition to a new enterprise resource planning system; (d) difficulties maintaining bonding support; (e) challenges managing and staying current on trade payables, resulting in supply disruptions; and (f) cash flow strain caused by unreleased project holdbacks.

9. These working capital and liquidity issues have caused a strain on the borrowing base under the Company's Credit Agreement with Bank of Nova Scotia, which has resulted in the Company being unable to pay its obligations in the ordinary course.

10. Over the past several weeks, the Company, with the assistance of the Proposed Monitor, has been actively consulting with its key stakeholders regarding the Company's Business and financial challenges to explore the options and alternatives available to it.

11. Following these discussions, the Company has determined that commencing the CCAA Proceedings represents the best alternative available to it in the circumstances. The CCAA Proceedings will allow the Company to, among other things: (a) access the DIP Facility to ensure operations can continue in the ordinary course; (b) complete the Continuing QM Projects and preserve the going concern value of its Business; (c) disclaim certain unprofitable project contracts; (d) sell redundant equipment and/or materials; and (e) develop and implement SISP or other strategic restructuring solution with the ultimate goal of continuing the Business as a going concern and to maximize value for the benefit of its employees, partners, creditors, suppliers, and other stakeholders.

The CCAA Applies

12. The Company is not able to meet its obligations as they generally become due and are insolvent.

13. The Applicants are companies to which the CCAA applies.

14. The claims against the Company exceed $5,000,000.

Non-Applicant Related Parties

15. The Applicants seek to extend the relief sought in the Initial Order to the Non-Applicant Related Parties.

16. QM LP is the core operating entity of the Company. QM LP and the other Non-Applicant Related Parties, form a critical part of the Business and are deeply integrated into the Company, sharing common ownership, management and operational ties.

17. Among other things, the Non-Applicant Related Parties are: (a) guarantors under the facilities with Bank of Nova Scotia; (b) indemnitors to the Company's bonding facilities; and (c) holders of key licenses, certifications and permits, real property leases, specialized equipment and other assets critical to the Company's Business and operations.

18. The Proposed Monitor supports extending the relief in the Initial Order to the Non-Applicant Related Parties.

The Stay

19. The Company seeks a Stay during the Initial Stay Period to protect the value of its Business and Property.

20. The Stay is necessary and in the best interest of the Company and its stakeholders, as it will allow the Company to have the breathing space to: (a) obtain necessary funding to continue operations for the benefit of its employees and other stakeholders; and (b) concurrently explore its restructuring options.

21. With benefit of the Stay and access to the Initial Advance under the DIP Facility, the Company expects to have sufficient liquidity to fund its projected operating costs during the Initial Stay Period.

22. The Company has acted and will continue to act with good faith and with due diligence. No creditors will be materially prejudiced by the Stay.

23. The Proposed Monitor supports the Company's request for a Stay during the Initial Stay Period.

Cash Management System

24. The Company seeks continued and uninterrupted access to the Cash Management System and its bank accounts under the supervision of the Monitor.

25. The Company's continued and uninterrupted access to the Cash Management System and bank accounts is critical to its ongoing Business. If the Company's access to the bank accounts is blocked or restricted, they will not be able to operate in the normal course.

Payment of Pre-Filing Amounts

26. The Company seeks authorization to pay amounts owing for goods and/or services actually supplied to it prior to the date of the Initial Order if, in the opinion of the Company, with the consent of the Monitor, such payments are necessary or desirable to avoid disruption to the operations of the Business or the Property during the CCAA Proceedings.

27. The Company has several specialized suppliers for equipment, construction materials, fuel and rental equipment that are critical to its Business. Any interruption of services from, either because they are unable to provide services to the Company or refuse to do so because of unpaid pre-filing amounts owed to them, may prevent the Company from operating in the ordinary course.

28. The Company is not current on certain of its trade payables, some of which are significantly in arrears.

Appointment of Monitor

29. The Company seeks the appointment of A&M as Monitor in the CCAA Proceedings.

30. A&M has provided guidance and assistance in the commencement of these CCAA Proceedings. As such, A&M has developed knowledge about the Applicants, their Business, operations, financial challenges, strategic initiatives and restructuring efforts to date.

31. Subject to Court approval, A&M has consented to act as Monitor in the CCAA Proceedings.

DIP Facility

32. The Company seeks approval of the DIP Agreement entered into with the DIP Lender, pursuant to which the DIP Lender has agreed to provide the DIP Facility to the Company.

33. The Cash Flow Forecast demonstrates a critical need for interim financing to continue operations and to fund these CCAA Proceedings.

34. The proposed Initial Order contemplates authorizing the Company to draw the Initial Advance, which shall not exceed the principal amount of $3,300,000.

35. The DIP Facility is conditional upon, among other things, this Court approving the DIP Agreement and granting the DIP Charge over the Property.

36. The Proposed Monitor has reviewed the terms of the DIP Agreement and supports its approval.

Priority Charges

37. The Company seeks approval of certain Court-ordered priority charges proposed to rank in the following priority set out in the proposed Initial Order: (a) the Administration Charge; (b) the DIP Lender's Charge, (c) the Directors' Charge; and (d) the Lien Charge (collectively, the "**Charges**").

38. The Charges are limited to the amounts reasonably necessary to support the Company's continued operations during the Initial Stay Period. The Company intends to seek an increase to certain of the Charges at the Comeback Hearing.

Administration Charge

39. The Company seeks approval of the Administration Charge in the amount of $750,000 during the Initial Stay Period to secure the fees and disbursements incurred in connection with services rendered to the Applicants, both before and after the commencement of the CCAA Proceedings by: (a) the Proposed Monitor; (b) counsel to the Proposed Monitor, Goodmans LLP; and (c) counsel to the Company, Reconstruct LLP.

40. The Administration Charge is proposed to rank in priority to all other Encumbrances and Charges and is necessary to ensure the continued engagement of key professional advisors, each which have critical and distinct roles in supporting the Company's restructuring efforts.

41. The Company will seek to increase the quantum of the Administration Charge at the Comeback Hearing.

42. The Proposed Monitor supports approval of the Administration Charge and the quantum thereof.

DIP Lender's Charge

43. The Company seeks approval of the DIP Lender's Charge in the amount of $3,300,000 during the Initial Stay Period to secure all obligations owing under the DIP Agreement. This charge will cover the amounts advanced under the DIP Facility and is limited to what is reasonably necessary to fund the Company's ordinary course operations during the Initial Stay Period, as reflected in the Cash Flow Forecast.

44. The Proposed Monitor supports the DIP Lender's Charge and the quantum thereof.

Directors' Charge

45. The Company seeks approval of a Director's Charge in an initial amount of $3,600,000 over the Property to secure the Company's obligations to indemnify their D&Os in respect of liabilities they may incur in such capacities during the CCAA Proceedings.

46. The Directors' Charge is proposed to rank subordinate to the Administration Charge and the DIP Lender's Charge, but in priority to the Lien Charge.

47. The approval of the Directors' Charge is in the best interests of the Company and its stakeholders, as the restructuring efforts would be severely impaired without the involvement of the Company's D&Os.

48. The initial quantum of the Directors' Charge was determined in consultation with the Proposed Monitor. The Company intends to increase the Directors' Charge to a maximum amount of $3,800,000 at the Comeback Hearing.

49. The Proposed Monitor supports the approval of the Directors' Charge.

Stay of Performance Bonds

50. The Company seeks a temporary stay on the enforcement or calls on Performance Bonds, except with the Monitor's written consent or leave of the Court. The Company is current in its obligations under the Continuing QM Projects and view these projects as critical to the restructuring.

51. To the Company's knowledge, there have been no defaults or breaches under the Performance Bonds. The requested stay is a precautionary measure to ensure operational stability and prevent disruptions that could adversely affect the Company's business and stakeholders.

52. The CCAA Proceedings and DIP Facility support the Company's ability to meet its contractual obligations. The Stay will help avoid premature enforcement actions, allowing time for negotiations with counterparties.

Stay of Third-Party Indemnity Obligations

53. The Company seeks a temporary stay of any proceeding or enforcement steps taken against third parties that have provided the Third-Party Indemnity Obligations on behalf of the Company, in respect to the Company's obligations under any construction project contract in favour of Intact and Aviva.

54. The stay of Third-Party indemnity Obligations is necessary to protect the status quo, avoid the cascading effect of enforcement upon indemnitors and guarantors, and to provide the Company with the breathing room to engage with its key stakeholders, including its sureties.

Lien Regularization Order

55. The Company seeks approval of the Lien Regularization Order, which provides a centralized process whereby Lien Claimants can assert their Lien Claims and benefit from a Court-ordered Lien Charge which replicates the protection Lien Claimants are entitled to under the Provincial Lien Legislation.

56. The terms of the proposed Lien Regularization Order are intended to provide the Company and its stakeholders with appropriate protections and flexibility to: (a) support the Company's flow of funds; (b) minimize disruption to the Company's restructuring efforts; and (c) ensure that the rights of current and potential Lien Claimants are recognized.

57. The Proposed Monitor supports the granting of the Lien Regularization Order.

Lien Charge

58. The Company also seeks a Lien Charge over the relevant Property associated with the applicable Continuing QM Project, in respect of any Lien Claim, and only to the extent of any security that would be available under applicable Provincial Lien Legislation. This charge is sought in accordance with and subject to the terms of the Lien Regularization Order.

Further Grounds

59. The relief sought in the proposed Initial Order and Lien Regularization Order, including the initial quantum of the Court-ordered Charges, are limited to what is reasonably necessary for the continued operations of the Business in the ordinary course during the Initial Stay Period.

60. The provisions of the CCAA, including sections 2(1), 3(1), 10(2), 11.02, 11.2, 11.4, 11.52, 11.6, and 11.7.

61. Rules 1.04(1), 2.01(1), 2.03, 3.02, 37 and 39 of the *Rules of Civil Procedure* (Ontario).

62. The provisions of the *Bankruptcy and Insolvency Act* (Ontario).

63. The inherent and equitable jurisdiction of this Court.

64. Such further and other grounds as counsel may advise and this Honorable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

65. the Affidavit of Agnieszka Barrett sworn July 28, 2025 and the exhibits attached thereto;

66. the consent of A&M to act as the Monitor;

67. the Pre-Filing Report of the Proposed Monitor, to be filed; and

68. such further and other materials as counsel may advise and this Honorable Court may permit.

July 28, 2025

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Lawyers for the Applicants

Electronically issued / Délivré par voie électronique : 30-Jul-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-25-00748510-00CL

***NGEMENT 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.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF APPLICATION
(RETURNABLE JULY 29, 2025)

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Lawyers for the Applicants

TAB 2

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

Court File No. CV-25-00748510-00CL

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 AGNIESZKA BARRETT
(Sworn July 28, 2025)

I, **AGNIESZKA BARRETT**, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY:

1. This affidavit is made in support of an application by QM GP Inc. ("**QM GP**") and Highpoint Environmental Services Inc. ("**Highpoint**") (together, the "**Applicants**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to commence restructuring proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**" and the proceedings thereunder, the "**CCAA Proceedings**").

2. The Applicants seek to extend the relief sought on this application to its limited partnership affiliates, QM LP, QMF LP ("**QMF**"), TWT LP ("**TWT**") and Quantum Holdings LP ("**Quantum Holdings**") (collectively, the "**Non-Applicant Related Parties**"). The Non-Applicant Related Parties play a critical role in the Business (as defined below) and are deeply integrated with the Applicants, sharing common ownership, management and operational ties. Together, the Applicants and the Non-Applicant Related Parties are defined herein as "**QM**" or the "**Company**".

3. I am the President and Chief Executive Officer of QM. I have been in this role since May 2022. Together with the other members of management, I am responsible for overseeing the Company's operations, liquidity management and restructuring efforts. As such, I have knowledge of the matters set out below, except where otherwise stated. I have also reviewed the Company's books and records and have spoken with certain of the Company's directors and officers (the "**D&Os**") and/or employees, as necessary. Where I have relied on information from others, I state the source of such information and believe it to be true.

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4. All references to currency in this affidavit are references to Canadian dollars unless otherwise indicated.

5. I swear this affidavit in support of QM's application for an order (the "**Initial Order**"), substantially in the form of the draft order at Tab 3 of the Application Record to, among other things:

(a) abridge the time for serving the Notice of Application and Application Record and dispense with further service thereof;

(b) declare that QM GP and Highpoint are each a "debtor company" to which the CCAA applies;

(c) declare that the benefits and protections afforded to the Applicants under the Initial Order are extended to the Non-Applicant Related Parties;

(d) stay all proceedings and remedies taken or that might be taken in respect of the Company, the Monitor (as defined below), or the D&Os, or affecting the Company's assets, undertakings and property (the "**Property**") or its business (the "**Business**") (the "**Stay**"), except as otherwise set forth in the Initial Order, for an initial period of ten (10) days (the "**Initial Stay Period**");

(e) grant the Company continued and uninterrupted access to the Bank Accounts (as defined below), with the associated banks not having the power to restrict the Company's right in any way in respect of the Bank Accounts associated with the Cash Management System (as defined below);

(f) appoint Alvarez & Marsal Canada Inc. ("**A&M**" or the "**Proposed Monitor**") as an officer of the Court in the CCAA Proceedings to monitor the Property, Business and affairs of the Company (if appointed in such capacity, the "**Monitor**");

(g) authorize the Company to pay amounts owing for goods and/or services actually supplied to it prior to the date of the Initial Order if, in the opinion of the Company, with the consent of the Monitor, such payments are necessary or desirable to avoid disruption to the operations of the Business or the Property of the Company during the CCAA Proceedings;

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(h) approve an interim financing loan agreement (the "**DIP Term Sheet**") entered into between the Company and WeShall Investments Inc. ("**WeShall**" or the "**DIP Lender**"), pursuant to which the DIP Lender has agreed to advance to the Company the principal amount of $14,000,000 (the "**DIP Facility**"), which will be made available to the Company during these CCAA Proceedings, of which an initial amount of $3,300,000 will be advanced to the Company during the Initial Stay Period (the "**Initial Advance**");

(i) grant the following priority charges against the Property:

(i) an "**Administration Charge**" against the Property in the initial amount of $750,000, as security for the payment of the professional fees and disbursements incurred and to be incurred by the Proposed Monitor, counsel to the Proposed Monitor and counsel to the Company in connection with the CCAA Proceedings;

(ii) a "**DIP Lender's Charge**" against the Property as security for the Company's obligations under the DIP Term Sheet in the maximum principal amount of $3,300,000 plus fees and interest;

(iii) a "**Directors' Charge**" against the Property in the initial amount of $3,600,000 in favour of the D&Os as security for the Company's obligation to indemnify such D&Os for obligations and liabilities they may incur in such capacities after the commencement of the CCAA Proceedings, except to the extent that such obligation or liability was incurred as a result of a D&O's gross negligence or wilful misconduct;

(j) stay any person with recourse to performance bonds on the Continuing QM Projects (as defined below) (collectively, the "**Performance Bonds**"), including any person named as an owner or oblige under such bond, from enforcing or calling on the Performance Bond except with the written consent of the Company and the Monitor; and

(k) stay any proceeding or enforcement step taken against third parties that have provided an indemnity, guarantee, letter of credit, or similar obligation (collectively, the "**Third-Party Indemnity Obligations**"), on behalf of the Company, in respect

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

to the Company's obligations under any construction project contract, in favour of Intact Insurance Company ("**Intact**") and Aviva Insurance Company of Canada ("**Aviva**").

6. The Company also seeks an order (the "**Lien Regularization Order**") substantially in the form of the draft order included at Tab 5 of the Application Record to, among other things:

(a) stay the rights of any person (a "**Lien Claimant**") having a claim (a "**Lien Claim**") under certain provincial lien legislation (as set out in Schedule "A" of the Lien Regularization Order, "**Provincial Lien Legislation**") in respect of the supply of labour, materials and/or services to certain continuing construction projects that have not been disclaimed pursuant to the CCAA (as set out in Schedule "B" of the Lien Regularization Order, the "**Continuing QM Projects**") to: (i) serve or register a Lien Claim, (ii) preserve or perfect a Lien Claim, or (iii) assert any trust claim against a direct or indirect payor of the Company, other than as permitted by the Lien Regularization Order;

(b) require that all persons who wishes to assert a Lien Claim after the date of filing these CCAA Proceedings (the "**Filing Date**") in respect of a Continuing QM Project (an "**Asserting Lien Claimant**"), whether in respect of materials and/or services supplied before or after the Filing Date, deliver a notice (a "**Lien Notice**") in accordance with the Lien Regularization Order to the Monitor, counsel to the Monitor, and counsel to the Company, within the time frame prescribed by Provincial Lien Legislation; and

(c) grant a charge (the "**Lien Charge**") against the Company's property in the applicable Continuing QM Project in respect of which a Lien Claim arises equivalent to, and only to the extent of, any security granted under Provincial Lien Legislation for such Lien Claim, as set out in and pursuant to the requirements of the Lien Regularization Order.

7. If the proposed Initial Order is granted, the Company intends to return to Court on August 7, 2025 (the "**Comeback Hearing**") to seek approval of an amended and restated Initial Order (the "**ARIO**") to, among other things:

(a) extend the Stay;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(b) authorize the Company to borrow up to $14,000,000 under the DIP Term Sheet;

(c) increase the quantum of each of the Administration Charge, the DIP Lender's Charge and the Directors' Charges;

(d) approve a key employee retention plan (the "**KERP**") and grant a court-ordered charge against funds held by the Monitor for the benefit of certain key employee with respect to their entitlements under the KERP; and

(e) seek such other relief as may be required to advance the Company's restructuring.

I. OVERVIEW

8. QM has established itself as a national industry leader in environmental and industrial services over the past 40 years. The Company offers a wide range of integrated services, including demolition and decommissioning, environmental remediation, hazardous material abatement, emergency management and response, waste and soil management, and water treatment. With over 400 employees across the country, it is one of the few Canadian companies that provides nation-wide coverage in this industry.

9. Specializing in complex, large-scale private and public infrastructure projects throughout Canada, the Company plays a material role in contributing to public health and safety, environmental protection, the development of infrastructure, and the restoration and continued use of Canadian land.

10. The Company's clientele includes federal, provincial and municipal government agencies, Crown corporations, public utilities, and public and private companies operating in the construction, transportation, mining, energy, government facilities, real estate, institutional, healthcare, agriculture, retail, and ports and harbours sectors.

11. After inception in 1985, the Company expanded its operations to over $168,000,000 in annual revenue in 2024. While the Company has successfully operated its Business for 40 years and is considered an industry leader, it has experienced significant financial and operational challenges in recent years that have resulted in a liquidity crisis.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

12. These operational and financial challenges have included, among other things: (a) employee turnover and retention issues, notably at the management level; (b) deficiencies in internal financial tracking and difficulties pursuing timely change orders for out-of-scope work performed at the request of clients; (c) the transition to a new enterprise resource planning ("**ERP**") system over the past year, which caused temporary operational disruptions; (d) difficulties maintaining bonding support, limiting the Company's ability to pursue certain contracts; (e) challenges managing and staying current on trade payables, resulting in supply disruptions; and (f) cash flow strain caused by unreleased project holdbacks.

13. These working capital and liquidity issues have caused a strain on the borrowing base under the Company's Credit Agreement (as defined below) with the Bank of Nova Scotia ("**BNS**"), which has resulted in the Company being unable to pay its obligations in the ordinary course. This has exacerbated the Company's challenges in maintaining and staying current on trade payables and has recently resulted in significant disruptions on a number of active project sites due to suppliers and vendors refusing to provide services until payments are made. As such, the Company requires an immediate capital injection to address its critical liquidity shortfall.

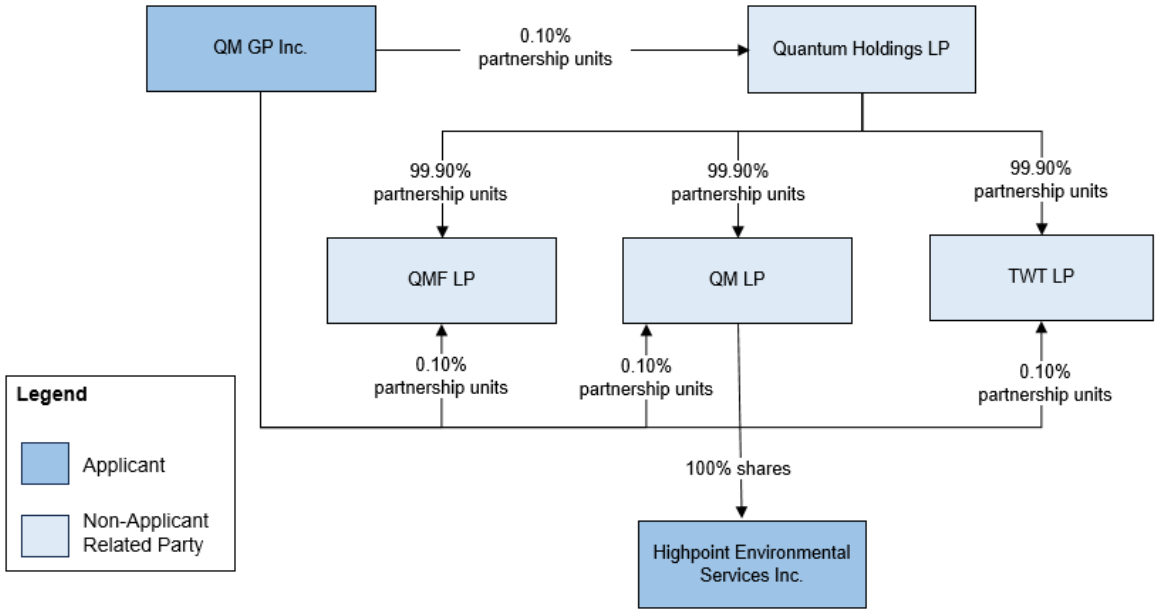
14. Over the past several weeks, the Company, with the assistance of the Proposed Monitor, has been actively consulting with its key stakeholders, including: (a) WeShall, the proposed DIP Lender; (b) BNS, the Company's senior secured creditor; (c) Intact, the Company's current bonding surety; and (d) Aviva, the Company's prior bonding surety, regarding the Company's Business and financial challenges to explore the options and alternatives available to it. Following these discussions, the Company believes commencing these CCAA Proceedings represents the best alternative available to it to preserve the Business as a going concern and maximize value.

15. The CCAA Proceedings will allow the Company to, among other things: (a) access the DIP Facility to ensure operations can continue in the ordinary course; (b) complete the Continuing QM Projects and preserve the going concern value of its Business; (c) disclaim certain unprofitable project contracts (the "**Discontinued QM Contracts**"); (d) sell redundant equipment and/or materials; and (e) develop and implement a sale and investment solicitation process (the "**SISP**") or other strategic restructuring solution with the ultimate goal of continuing the Business as a going concern and to maximize value for the benefit of its employees, partners, creditors, suppliers, and other stakeholders.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

II. CORPORATE STRUCTURE

16. QM is comprised of several corporate entities and limited partnerships registered in Ontario, Manitoba and Saskatchewan. A copy of the Company's corporate organization chart is attached hereto as **Exhibit "A"**. A simplified organizational chart showing each of the Applicants and Non-Applicant Related Parties is set out below:



17. QM GP and Quantum Holdings are the parent companies to the Non-Applicant Related Parties. QM GP and Quantum Holdings are controlled by two investors: (a) WeShall, a Toronto-based private equity firm incorporated pursuant to the *Business Corporations Act* (Ontario) (the "**OBCA**"), which holds (i) 90% of the common shares of QM GP, and (ii) 89.9% of the partner shares in Quantum Holdings; and (b) 2539593 Ontario Inc. ("**253 Ontario**"), a corporation incorporated pursuant to the OBCA, which holds (i) 10% of the common shares in QM GP, and (ii) 10% of the partnership units of Quantum Holdings. QM GP holds the remaining 0.10% partnership units in Quantum Holdings.

18. QM's Business operates across Canada and primarily in Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. Each of the Applicants and the Non-Applicant Related Parties are described below.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

A. The Applicants

QM GP

19. QM GP is wholly owned by WeShall and 253 Ontario. QM GP was incorporated on March 10, 2016 pursuant to the OBCA and has a registered office at 5035 South Service Road, 2nd Floor, Burlington, Ontario.

20. QM GP is the general partner to each of the Non-Applicant Related Parties (as defined below). QM GP is also a guarantor under the BNS Facilities (as defined below). A copy of the corporate profile report for QM GP dated June 30, 2025 is attached hereto as **Exhibit "B"**.

Highpoint

21. Highpoint is a corporation incorporated pursuant to the OBCA with a registered head office at 265 Bartley Drive, Toronto, Ontario.

22. Highpoint is a guarantor under the BNS Facilities (as defined below). A copy of the corporate profile report for Highpoint dated June 30, 2025 is attached hereto as **Exhibit "C"**.

B. The Non-Applicant Related Parties

Quantum Holdings

23. Quantum Holdings is a limited partnership registered on March 15, 2016 pursuant to *The Partnership Act* (Manitoba) with a registered mailing address at 360 Main Street, 30th Floor, Winnipeg, Manitoba.

24. WeShall, 253 Ontario and QM GP hold all of the partnership units in Quantum Holdings. QM GP is the general partner of Quantum Holdings.

25. Quantum Holdings is a limited partner to QM LP, QMF and TWT, holding 99.90% of the partnership units in each. Quantum Holdings also operates as a holding company for the other QM entities.

26. Quantum Holdings, by its general partner QM GP, is a lessee to leased premises in Delta, British Columbia, which are used as office space and for environmental engineering operations, warehousing and yard storage.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

27. Quantum Holdings is a guarantor under the BNS Facilities (as defined below). A copy of the corporate profile report for Quantum Holdings dated July 2, 2025 is attached hereto as **Exhibit "D"**.

QM LP

28. QM LP is a limited partnership registered on March 15, 2016 pursuant to *The Partnership Act* (Manitoba) with a registered place of business at 5035 South Service Road, Burlington, Ontario.

29. Quantum Holdings and QM GP hold all of the partnership units in QM LP. QM GP is the general partner of QM LP. QM LP is the primary operating entity of QM and, among other things: (a) is the borrower under the BNS Facilities (as defined below); (b) is the lessee, by its general partner QM GP, to all but one of the Company's real property leases across Ontario, Manitoba, Saskatchewan and British Columbia; (c) holds a 49-50% interest in each of the Company's joint ventures ("**JVs**"); and (d) owns 100% of the shares in Highpoint. A copy of the corporate profile report for QM LP dated July 2, 2025 is attached hereto as **Exhibit "E"**.

QMF

30. QMF is a limited partnership registered on March 15, 2016 pursuant to *The Partnership Act* (Manitoba) with a registered place of business at 3580 Laird Road, Unit 1, Mississauga, Ontario.

31. QM GP is the general partner of QMF, which operates as a holding company and holds certain equipment and vehicles that are critical to the Company's operations.

32. QMF is a guarantor under the BNS Facilities (as defined below). A copy of the corporate profile report for QMF dated July 2, 2025 is attached hereto as **Exhibit "F"**.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

TWT

33. TWT is a limited partnership registered on March 15, 2016 pursuant to *The Partnership Act* (Manitoba) with a registered place of business at 3580 Laird Road, Unit 1, Mississauga, Ontario.

34. QM GP is the general partner of TWT, which holds certain licensed facilities that are critical to the Company's operations, including a waste transfer facility located at 735 Strathearne Avenue, Hamilton, Ontario (the "**Waste Transfer Facility**")**.**

35. TWT is a guarantor under the BNS Facilities (as defined below). A copy of the corporate profile report for TWT dated July 2, 2025 is attached hereto as **Exhibit "G"**.

Joint Ventures

36. The Company's organizational structure also includes incorporated and limited partnership JV entities. In addition to the JV entities, the Company has entered into several contractual JV arrangements, which are described in more detail below.

III. BUSINESS AND OPERATIONS

A. Environmental and Industrial Services Industry

37. The environmental and industrial services industry encompasses a variety of specialized and integrated services that contribute to the development of private and public infrastructure, public health and safety, environmental protection, and the restoration and continued use of Canadian land. These services include, among other things, demolition and decommissioning, environmental remediation, hazardous material abatement, emergency management and response, waste and soil management, and water treatment.

38. Companies operating in this industry must adhere to comprehensive environmental and regulatory standards, which often involve obtaining and maintaining various licenses, permits, and certifications, including environmental compliance approvals, hazardous waste transportation and disposal permits, occupational health and safety certifications, and licenses for operating treatment facilities and specialized equipment.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

39. The environmental and industrial services industry is also integrated with the construction sector and operational complexity is also heightened given the statutory requirements under provincial construction legislation, particularly those involving project holdbacks, construction liens, bonding obligations and subcontractor arrangements.

40. Further, companies operating in this industry rely heavily on trade suppliers for specialized goods and services, which can lead to operational vulnerabilities such as supply chain disruptions and cost fluctuations.

B. History of the Company

41. Over the last 40 years, the Company has grown substantially to become one of Canada's leading providers of environmental and industrial services. The Company's growth has been driven, in part, by a series of mergers and acquisitions over the last two decades, which expanded the Company's geographic scope and service capabilities.

42. QM's origins trace back to 1985 with the establishment of Thomson Metals & Disposal, a metal recycling and technology services company. This was followed by the establishment of: (a) Quantum Environmental Group, an environmental services company, in 1992; (b) Echelon Response, an emergency response services provider, in 1997; and (c) Murray Demolition, a demolition and decommissioning company, in 2002 (collectively, the "**Predecessor Companies**"). The Predecessor Companies operated independently until 2007, when they merged to form Quantum Murray, an integrated company combining each of the Predecessor Companies' business operations. In September 2011, Quantum Murray was acquired by Tuckamore Capital Management Inc., a Toronto-based private equity firm. Subsequently, in 2016, WeShall and QM LP acquired Quantum Murray to establish QM.

43. Following the 2016 acquisition, WeShall developed and implemented a growth strategy for the Company focused on, among other things, improving operational efficiencies, enhancing financial and project management controls, and hiring new management (the "**Growth Strategy**"). WeShall also arranged a new bonding facility for the Company with Aviva Insurance Company of Canada ("**Aviva**") in 2016 and helped the Company secure additional financing with BNS in 2022 and 2023. As part of its Growth Strategy, QM acquired Highpoint in 2022, an environmental services company specializing in demolition and abatement services, to expand its capabilities in the Greater Toronto Area.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

44. The implementation of the Growth Strategy contributed to the Company's gross annual revenue increasing from over $96,000,000 in 2016, the year WeShall acquired the Company, to over $181,000,000 in 2022.

45. Today, QM operates as a full-service provider with over 400 employees across multiple offices nationwide. QM has been involved in some of the most significant environmental remediation projects in Canadian history.

C. The Company's Business

46. QM operates through two primary business segments: (a) "**Environmental Services**", which includes emergency management and response, waste and soil management, and water treatment; and (b) "**Construction**", which includes (i) demolition, decommissioning and hazardous material abatement services (the "**Demolition**"), and (ii) environmental remediation and reclamation services (the "**Remediation**").

47. The Company is currently working on approximately 250 projects. In addition to its active and awarded projects, there are several other projects that are planned or are in the process of being tendered by the Company.

D. Employees

48. QM's Business is supported by over 400 employees across Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. The Company's workforce is comprised of a qualified and skilled team of labourers, engineers, estimators, project managers, site supervisors, and health and safety experts, who have worked on some of Canada's most complex environmental and industrial services projects. Many of the Company's employees have specialized knowledge in geology, engineering, environmental compliance and project management.

49. The breakdown of the Company's employees by province is as follows:

Category	Province					Total
	ON	MB	SK	AB	BC	
Full Time	106	1	14	29	87	237

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

Category	Province					Total
	ON	MB	SK	AB	BC	
Unionized	127	--	--	--	12	139
Casual	26	4	5	1	6	42
Total Employees	**259**	**5**	**19**	**30**	**105**	**418**

50. Approximately 21% and 64% of the Company's employees work in the Environmental Services and Construction segments, respectively. The remaining 15% of employees are part of the Company's corporate department.

51. In an effort to continue as a going concern, on the Filing Date, QM is planning an immediate headcount reduction, including the termination of approximately 40 employees. These employees consist of both hourly and salaried employees. The majority of the hourly employees are project level staff currently working on active projects that are either being paused or are Discontinued QM Contracts, while the salaried employees are predominantly made up of office staff and a small group of regional project managers. All payroll and vacation obligations relating to the planned terminations will be paid, however no severance or termination payments are anticipated.

Unionized Employees

52. QM employs approximately 140 unionized employees, consisting of highly skilled trades and labourers. The Company is party to the following collective agreements (collectively, the "**Collective Agreements**") with different unions in Ontario and British Columbia:

(a) the British Columbia & Yukon Territory Hazardous Materials Abatement Collective Agreement between the Hazardous Materials Association of BC and the International Union of Painters & Allied Trades, District Council 38. This agreement covers the period from May 1, 2024 to April 30, 2027 and governs employees in British Columbia who are employed as hazardous materials workers and journeypersons;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(b) the Provincial Collective Agreement (the "**IUPAT Collective Agreement**") between the Ontario Painting Contractors Association, the Acoustical Association Ontario, the Interior Systems Contractors Association of Ontario, and the International Union of Painters and Allied Trades and its Ontario Council. The IUPAT Collective Agreement was in effect from May 1, 2022 to April 30, 2025, and governs various classifications of employees in Ontario, including:

(i) certified and unregistered journeypersons, apprentices, apprentice helpers, paperhangers, decorators, sandblasters, water blasters, vacuum operators, spray applicators, swing stage operators and forepersons;

(ii) drywall finishers and plasterers, fireproofing applicators, acoustical sprayers, hazardous materials workers, sprayed polyurethane applicators, exterior insulated finishing system applicators, exterior stucco applicators, air/vapour barrier workers, their respective apprentices, or trainees, and working foremen; and

(iii) employees engaged in floor laying;

(c) the Collective Agreement with the Laborers' International Union of North America, Local 837. This agreement remains in effect until February 28, 2026, and governs all employees in Burlington and Hamilton, Ontario except non-working supervisors, office and sales staff, dispatchers, and individuals above the rank of non-working supervisor; and

(d) the Provincial Demolition Collective Agreement (the "**Demolition Collective Agreement**") between the Ontario Association of Demolition Contractors Inc. and the Laborers' International Union of North America, including its Ontario Provincial District Council and affiliated Local Unions 183, 493, 506, 527, 607, 625, 837, 1036, 1059 and 1089. The Demolition Collective Agreement covers the period from May 1, 2022 to April 30, 2025, and governs employees in Ontario engaged in the wrecking industry.

53. The Company is in the process of reviewing and renegotiating the IUPAT Collective Agreement and the Demolition Collective Agreement, each which have reached the end of their

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

respective terms. These negotiations remain ongoing and are being conducted in good faith with the relevant unions and employee representatives.

54. The Company adheres to the requirements set out within the Collective Agreements, including payment terms and contributions to any benefit and pension plans provided for therein.

Non-Unionized Employee Benefits

55. The Company maintains several employee benefit plans administered by Manulife and Equitable Life for its 290 non-unionized employees, including:

(a) a Group Registered Retirement Savings Plan administered by Manulife;

(b) a Deferred Profit-Sharing Plan administered by Manulife; and

(c) a group insurance and health benefits plan administered by Equitable Life, which includes, among other benefits: (i) employer-funded contributions to health and taxable spending accounts, and (ii) basic life, accidental death and dismemberment and long-term disability coverage.

56. The structure, funding and benefit levels for each benefits plan vary depending on employee classification and eligibility.

57. The Company also offers several employer-funded wellness programs as part of its employee benefits. These include the Employee and Family Assistance Program and the WorldCare remote second medical opinion service, both administered through Equitable Life. These programs are available to eligible employees and their dependents while actively employed, and provide access to confidential counselling, support services, and medical specialists for complex or life-threatening conditions.

E. Leased Real Property

58. The Company operates its Business out of the following leased premises in Ontario, Manitoba, Saskatchewan, Alberta and British Columbia:

(a) *5035 South Service Road, Burlington, Ontario*: These premises are leased by QM LP and consist solely of office space that functions as the Company's corporate head office;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(b) *735 Strathearne Avenue, Hamilton, Ontario*: These premises are leased by TWT and consist of (i) office space that functions as the Hamilton regional office, and (ii) the Waste Transfer Facility;

(c) *5155 Spectrum Way, Building #8, Mississauga, Ontario*: These premises are subleased by QM LP and consist of a building used for office space and warehousing facilities;

(d) *1459 Dawson Road, Units 4 and 6, Winnipeg, Manitoba*: These premises are leased by QM LP and consist of office space that functions as the Winnipeg regional office;

(e) *818 – 48th Street East, Saskatoon, Saskatchewan*: These premises are leased by QM LP and consists of office space and a waste receiving site;

(f) *506 – 24 Avenue, Nisku, Alberta*: These premises are leased by QM LP and consist solely of office space that functions as the Nisku regional office;

(g) *1707 Cliveden Avenue, Delta, British Columbia:* These premises are leased by QM LP and consist of (i) office space that functions as the Delta regional corporate office, and (ii) a warehouse and yard storage; and

(h) *2940 Jutland Road, Unit 110, Victoria, British Columbia*: These premises are leased by QM LP and consists solely of office space that functions as the Victoria regional office.

F. Suppliers

59. The Company relies heavily on several vendors and third-party service providers across Ontario, Manitoba, Saskatchewan, Alberta and British Columbia to operate the Business. In addition to typical vendors and suppliers, the Company has several specialized suppliers for equipment, construction materials, fuel and rental equipment that are critical to its Business.

60. The Company is not current on certain of its trade payables, some of which are significantly in arrears, which has recently resulted in disruptions on a number of active project sites due to suppliers and vendors refusing to provide services until payments are made. Any continued interruption of services from these third parties, either because they are unable to

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

provide services to the Company or refuse to do so because of unpaid pre-filing amounts owed to them, may prevent the Company from operating in the ordinary course.

G. Indigenous Relations & Partnerships

61. QM places a strong emphasis on developing and maintaining its collaborative relations with local Indigenous groups and peoples across Canada through meaningful community engagement and partnerships.

62. In collaboration with various Indigenous groups and organizations, QM has developed and offered various programs to facilitate meaningful engagement with Indigenous communities and peoples, including: (a) QM's Indigenous Competency Program, an eight-week specialized training program designed to create opportunities for unemployed and underemployed Indigenous youth and young adults in Southern Ontario; (b) QM's Indigenous Inclusion and Capacity Building and the Partnerships with Purpose Programs, which have resulted in over 750 Indigenous peoples receiving training across Canada in the fields of remediation, demolition, hazardous materials abatement and handling, and emergency response and management, many of which have subsequently been hired by QM or other employers in the industry; and (c) the Advanced Business Match program, which allows QM to work collaboratively with Indigenous communities, companies and organizations to create opportunities for business, training and employment.

63. Overall, workers from Indigenous populations have provided up to 70% of on-site labour on QM projects collectively exceeding $150,000,000 in contract value.

64. QM has also entered into several JVs with Indigenous groups and corporations across the country, including:

(a) Cambium Indigenous Professional Services (CIPS) Inc. ("**CIPS**"), an Indigenous-owned consulting and technical services organization headquartered on the Curve Lake First Nation. Pursuant to a Shareholders' Agreement dated November 2, 2022 and the incorporation of the CIPS/QM Inc. ("**CIPS/QM**"), CIPS and QM have joint ventured on various demolition, decommissioning and environmental remediation projects in Ontario, Alberta and British Columbia;

(b) Biigtigong Dbenjgan Ltd. ("**BD**"), an organization wholly owned by Biigtigong Nishnaabeg (formerly the Ojibways of the Pic River First Nation) on the northern

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

shore of Lake Superior. Pursuant to a Joint Venture Agreement dated April 6, 2022 and the incorporation of DB/QM JV Inc., BD and QM have historically joint ventured on remediation projects;

(c) Points Athabasca, an Indigenous-owned civil, earthworks and industrial contracting company in the Athabasca Basin region of Saskatchewan. Pursuant to a Limited Partnership Agreement dated November 29, 2018 and the registration of QM Points Contracting LP ("**QM Points LP**"), Points Athabasca and QM have joint ventured on the Langley Bay Tailings Project; and

(d) Six Nations of the Grand River Development Corporation ("**SNGRDC**"), a community economic development corporation established by the Six Nations of the Grand River, the largest First Nations reserve in Canada. Pursuant to the Joint Venture Term Sheet dated October 21, 2021, SNGRDC and QM have joint ventured on environmental decommissioning projects for the Ontario Power Generation.

H. Licenses and Certifications

65. In connection with its Business, the Company holds several licenses, certifications and permits that allow it to conduct specific operations.

66. QM has Certificate of Recognition ("**COR**") accreditation in seven provinces granted by the Canadian Federation of Construction Safety Associations. COR is a national accreditation that verifies full implementation of an employer's Occupational Health and Safety Management System. To maintain COR accreditation, QM must pass annual health and safety audits which requires every employee and contractor to have an active role in meeting regulatory requirements and complying with its Health and Safety Program. COR is often required as a condition of contract by the public and private sector across Canada and is one of the highest provincial safety standards.

67. The Company also maintains various Environmental Compliance Approvals from the Ministry of the Environment in the application of specific treatment technologies and processes for contaminated properties, including in-situ chemical oxidation, in-situ thermal treatment, mobile water treatment, mobile bioremediation, stabilization/solidification, and mobile waste and soil screening.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

I. Cash Management System

68. The Company uses a centralized cash management system (the "**Cash Management System**") in the ordinary course of business to, among other things, collect funds and pay expenses associated with its Business and operations.

69. The Cash Management System is administered from the Company's head office in Burlington, Ontario, and is comprised of the BNS Accounts and the JV Accounts (each as defined below) (together, the "**Bank Accounts**").

BNS Accounts

70. The Bank Accounts associated with the Cash Management include the following accounts held with BNS (collectively, the "**BNS Accounts**"):

(a) one Canadian dollar operating account used to receive customer collections and process outgoing wires, cheque payments, pre-authorized debits and ACH payments for disbursements to vendors and taxing authorities (the "**Primary Account**");

(b) one US dollar operating account used to receive customer collections and process outgoing wires and cheques for those receipts and disbursements made in USD. This account is typically funded by customer collections or by funds received from the Primary Account;

(c) one payroll account used to fund all payroll related disbursements. The Company uses Dayforce (formerly known as Ceridian), a human capital management software, to process certain executive level payrolls, with all other payroll disbursements being performed in-house. This payroll account is funded from either the Primary Account or historically from the Company's revolving facility with BNS (the "**Revolver**"); and

(d) four additional Canadian dollar operating accounts used to receive collections and fund select disbursements for certain of the Company's projects. These project accounts are funded from customer collections and typically hold a relatively *de*

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

minimis balance, with any excess amounts being deposited into the Primary Account.

71. As discussed further below, on a daily or weekly basis, as dictated by its liquidity position and cash needs, the Company historically would either draw funds from the Revolver to the Primary Account to fund disbursements or pay down the Revolver balance with excess funds collected in the Primary Account.

72. The Company also has several corporate credit cards with BNS, which are used for on-site personnel, travel costs, smaller project costs, and corporate and miscellaneous expenses. Historically, the Company had a credit card limit of up to $300,000. However, shortly before commencing these CCAA Proceedings, BNS reduced this limit to Nil and has required the Company to carry a pre-funded balance in order to continue to use the credit cards.

73. The Company seeks Court approval to continue using its existing Cash Management System in substantially the same manner as before the commencement of the CCAA Proceedings. Given the scale and nature of the Company's operations and the volume of transactions that are processed daily within the Cash Management System, the Proposed Monitor is of the view that the continued use of the existing Cash Management System is required and appropriate during these CCAA Proceedings. For clarity, the Company is not seeking the extension of any further credit from BNS as part of the continuation of the Cash Management System.

JV Accounts

74. In addition to the Cash Management System and BNS Accounts described above, QM maintains five bank accounts dedicated to specific JV projects, or for JVs that cover multiple projects (the "**JV Accounts**"). The JV Accounts receive funds from individual project customers and disburse funds to QM and its JV partners in accordance with the terms of the applicable JV agreement. Certain of the JV Accounts are subject to conditions, such as requiring multiple signatory approvals to release funds or specifying a minimum account balance.

J. Project Analysis

75. The Company, with the assistance of the Proposed Monitor, is currently reviewing its backlog of approximately 250 active projects to determine costs, completion status and projected

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

profitability. The Company expects this analysis to be mostly complete, with the majority of viable Continuing QM Projects identified by the Comeback Hearing.

The Big 7 Projects

76. Based on its preliminary review, the Company has identified seven key projects (the "**Big 7 Projects**") that are expected to collectively contribute approximately $37,000,000 of future revenue. The Big 7 Projects were identified based on their scale, strategic importance and projected profitability. The Big 7 Projects are summarized as follows:

(a) **Langley Bay Tailings Project**. This project is located near Uranium City, Saskatchewan and involves large-scale environmental remediation work to be completed QM Points LP. The percentage of completion ("**POC**") for this project is approximately 70%, and the gross contract value is $20,800,000. However, continued operations are at risk due to the Company's inability to make certain necessary payments for fuel and equipment repairs. QM Points LP has indicated that further worker transport flights will be suspended unless these payments are made forthwith;

(b) **EVR Harmer Complex Demolition Project**. Located near Sparwood, British Columbia, this project involves demolition and environmental remediation at a former coal processing facility situated at a remote mountain-top site. The POC for this project is approximately 82%, and the gross contract value is $13,500,000. However, work on the project has largely paused due to unresolved payment and pre-payment obligations to a landfill operator and third-party trucking company;

(c) **The Couchiching First Nation Soil Remediation Project**. This project relates to the remediation of a former logging camp site on a First Nations reserve near Fort Frances, Ontario. The POC for this project is approximately 55%, and the gross contract value is $19,200,000;

(d) **The Union Bay Coal Pile Remediation Project**. This project involves environmental remediation and site restoration work in Union Bay, British Columbia. The POC for this project is approximately 50%, and the gross contract value is $16,900,000;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(e) **The Endako TP2 Spillway Construction Project**. This project involves the construction of a spillway and related earthworks at a mountain-based mine site in British Columbia. The POC for this project is approximately 95%, and the gross contract value is $21,500,000;

(f) **The Copper Stack Demolition EPC Project**. This project involves demolition of a copper smelter stack located at an active mine site operated by Vale Canada Ltd. ("**Vale**") near Sudbury, Ontario. The POC for this project is approximately 75%, and the gross contract value is $13,400,000. Work on the project has ceased due to a current engineering issue, to which the parties are currently in discussions to resolve; and

(g) **The Port Lands Project**. This long-term project encompasses several sub-projects involving demolition, excavation, hazardous material abatement and construction as part of Toronto's Port Lands revitalization, a multi-phased initiative to transform the former Don River delta into a thriving waterfront community. While most sub-projects have been completed in full, some minimal work remains on five sub-projects, with additional change order and future related projects potentially available to the Company. The Company's recent cash flow constraints have limited its ability to fund these outstanding sub-projects, prompting some contractors to threaten work stoppages. The current gross contract value of the Port Lands project in total is $232,000,000.

77. The Big 7 Projects are largely well advanced from a POC perspective. Accordingly, future profit on these projects primarily depends on completing the remaining work on each project to unlock substantial accounts receivable and holdback value.

78. The Initial Advance under the DIP Facility will provide the funding necessary for the Company to fund work on the Big 7 Projects during the Initial Stay Period should the Company determine that they are Continuing QM Projects.

79. During the proposed Initial Stay Period, the Company intends to continue working with the Proposed Monitor to identify additional Continuing QM Projects that may be financially viable and beneficial for the Company to continue. The Company, with the assistance of the Proposed Monitor, hopes to have the project review and profitability analysis mostly completed by the return

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

of the Comeback Hearing. However, given the sheer number of projects under review, the Company expects this will be an evolving and iterative process.

80. The Company intends to disclaim Discontinued QM Contracts, which are contracts where the cost to complete exceeds any remaining amounts payable. As a result of a disclaimer, each counterparty to a Discontinued QM Contract may be eligible to make a claim on any performance bond, as applicable. To avoid disruption to the projects, it is open to the counterparty to enter into a separate completion contract with the Company under any performance bond if desirable.

IV. THE COMPANY'S ASSETS AND LIABILITIES

81. As of May 31, 2025, the consolidated value of the Company's liabilities exceeds the value of its assets by approximately $12,500,000. A copy of the most recent unaudited consolidated financial statements (the "**Unaudited FS**") prepared by QM are attached hereto as **Exhibit "H"**.

A. Assets of the Company

82. The Unaudited FS shows that as of May 31, 2025, the Company had consolidated assets with a book value of approximately $85,300,000.

Asset Type	Book Value
Accounts Receivable	$41,044,000
Inventory	$1,155,000
Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts	$14,680,000
Prepaid Expenses	$1,879,000
Advances to Related Parties	$1,630,000
Capital Assets	$20,597,000
Investments in Jointly Controlled Enterprises	$4,330,000
Total	**$85,314,000**

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B. Liabilities of the Company

83. The Unaudited FS demonstrate that as of May 31, 2025, the Company had consolidated liabilities with a book value of approximately $97,800,000.

84. The liabilities of QM as of May 31, 2025, as demonstrated by the Unaudited FS, are as follows:

Liabilities	Book Value
Bank Indebtedness	$7,089,000
Accounts Payable and Accrued Liabilities	$49,657,000
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	$5,029,000
Income Tax	$5,000
Advances from Related Parties	$7,385,000
Current Portion of Long-Term Debt	$900,000
Current Portion of Note Payable	$667,000
Current Portion of Capital Lease Obligations	$3,343,000
Long-Term Debt	$15,975,000
Note Payable	$2,000,000
Obligations under Capital Leases	$5,742,000
Total	**$97,794,000**

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

V. THE INDEBTEDNESS OF THE COMPANY

A. Secured Liabilities

85. The Company's primary secured creditors are BNS and various equipment financing companies. As of the date of this affidavit, the Company owes approximately $29,175,000 to BNS and has an incremental $5,100,000 of outstanding letters of credit. The Company also owes approximately $9,000,000 to various equipment financing companies.

BNS Facilities and Related Obligations

86. BNS is the senior secured creditor of the Company pursuant to a Credit Agreement dated June 6, 2023 (the "**Initial Credit Agreement**", together with the Amendments (as defined below), the "**Credit Agreement**") between: (a) QM LP, as borrower (the "**Borrower**"); (b) QMF, TWT, Quantum Holdings, QM GP and Highpoint, as guarantors (the "**Guarantors**" together with QM LP as borrower, the "**Loan Parties**"); and (c) BNS, as lender. The Initial Credit Agreement replaced an existing Commitment Letter dated November 4, 2022 (the "**Commitment Letter**") entered into between BNS, QM LP and the Guarantors. A copy of the Initial Credit Agreement is attached hereto as **Exhibit "I"**. A copy of the Commitment Letter is attached hereto as **Exhibit "J"**.

87. The Initial Credit Agreement required Aviva to enter into an intercreditor agreement with BNS as a condition precedent to the advance of funds from BNS to the Borrower. As such, Aviva, as subordinated creditor, and BNS, as senior lender, entered into the Intercreditor Agreement dated June 6, 2023 (the "**Intercreditor Agreement**"). A copy of the Intercreditor Agreement is attached hereto as **Exhibit "K"**.

88. The Initial Credit Agreement was subsequently amended by the following amending agreements (collectively, the "**Amendments**"):

(a) the First Amendment to the Credit Agreement dated December 11, 2023, a copy of which is attached hereto as **Exhibit "L"**;

(b) the Second Amendment to the Credit Agreement dated June 14, 2024, a copy of which is attached hereto as **Exhibit "M"**;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(c) the Third Amendment to the Credit Agreement dated June 26, 2024, a copy of which is attached hereto as **Exhibit "N"**; and

(d) the Fourth Amendment to the Credit Agreement dated September 18, 2024, a copy of which is attached hereto as **Exhibit "O"**.

89. Pursuant to the Credit Agreement (as amended), BNS agreed to make the following facilities (collectively, the "**BNS Facilities**") available to QM:

(a) the Revolver to be used for permitted acquisitions, to repay existing indebtedness and for general working capital and general corporate requirements. The material terms of the Revolver are as follows:

(i) *Maximum Principal Amount*: $25,000,000 (subject to a borrowing base calculation);

(ii) *Interest*: Payable based on the Canadian Prime Rate, the US Base Rate or Federal Funds Effective Rate, as applicable, or the Term SOFR Reference Rate, each plus the applicable margin (or if using Bankers' Acceptances in Canadian Dollars, the BA Stamping Fee based on the applicable margin);

(iii) *Maturity*: the earlier of (A) three years from June 6, 2023 or such later date as determined by the parties, and (B) the date on which the BNS Facilities are terminated in accordance with the Credit Agreement;

(b) a non-revolving term facility (the "**Term Facility**") to be used to refinance the existing debt under the Commitment Letter, to finance a distribution payable to WeShall and 253 Ontario, and to finance certain permitted acquisitions and investments. The material terms of the Term Facility are as follows:

(i) *Maximum Principal Amount*: $17,775,000;

(ii) *Interest*: Payable based on the Canadian Prime Rate (or if using Bankers' Acceptances in Canadian Dollars, the BA Stamping Fee based on the applicable margin);

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(iii) *Maturity*: the earlier of (A) the date which is three years from June 6, 2023 or such later date as determined by the parties, and (B) the date on which the BNS Facilities are terminated in accordance with the Credit Agreement; and

(c) certain corporate credit cards facilities.

90. The Loan Parties provided the following security in favour of BNS pursuant to the Credit Agreement:

(a) guarantees from each of the Guarantors guaranteeing due payment and performance of the Borrower;

(b) limited recourse and pledge agreements made by 253 Ontario and WeShall in favour of BNS;

(c) general security agreements from each of the Guarantors granting BNS a security interest in all present and after acquired personal property (subject to certain excluded collateral); and

(d) assignment of insurance policies from the Loan Parties.

91. The personal property registries in Ontario and Manitoba, as applicable, confirm that BNS is a registered secured creditor over the personal property of the Company. Copies of the personal property security searches for QM GP in Ontario and Manitoba are attached hereto as **Exhibit "P"**. The personal property security search for Highpoint in Ontario is attached hereto as **Exhibit "Q"**. Copies of the personal property searches for each of the Non-Applicant Related Parties in Ontario and Manitoba are attached hereto as **Exhibit "R"**.

Equipment Leases

92. The Company's Business operations require equipment and vehicles, including, among other things, heavy-duty and light-duty trucks, tractors, excavators, loaders and impact crushers. Most of the Company's equipment and vehicles are encumbered by capital leases registered in the applicable provincial personal property security registries.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

93. The counterparties to these leases are various equipment and vehicle financing companies.

Taxes and Payroll Obligations

94. To the best of my knowledge, the Company has upcoming tax obligations for HST/GST and PST in the amount of approximately $1,300,000 and arrears payable for Ontario employer health tax in the amount of approximately $250,000. The Company intends to pay these amounts using the Initial Advance under the DIP Facility, if approved.

95. Wages continue to accrue in the normal course between weekly and bi-weekly pay periods. Group benefits are paid up to and including July 31, 2025. Amounts owed for the Group RRSP are paid up to and including between July 18 to July 25, 2025, with the next pay period being August 1, 2025.

B. Unsecured Obligations of the Company

Intercompany and Related Party Loans

96. In January 2025, WeShall advanced a loan in the amount of $6,700,000 to QM LP pursuant to a Demand Promissory Note dated January 30, 2025 (the "**Promissory Note**"). The Promissory Note bears interest at the BNS prime rate in effect until the full and final repayment of the principal amount. Interest is calculated monthly and payable in arrears on the date of any prepayment or repayment.

Trade Payables

97. The Company has significant arrears owing to third-party suppliers, many of whom are critical to the ongoing operations of the Company. As at July 14, 2025, the Company had over $44,600,000 of accounts payable and accrued liabilities.

Litigation

98. The Company has ongoing litigation involving both claims it is advancing and defending, as well as contingent liabilities related to defensive actions and associated legal costs. The Company's significant litigation proceedings include:

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(a) an action commenced by QM against Geosyntec Consultants International, Inc./Savron ("**Geosyntec**") seeking $3,000,000 in damages for breach of contract, negligence and unjust enrichment. Geosyntec has counterclaimed for approximately $835,000 plus demobilization costs;

(b) an action by HW Imperium Inc. ("**HW**") against QM seeking damages of approximately $500,000 for alleged unpaid invoices. QM has filed a defence and counterclaim in the amount of $550,000 for damages arising from HW's failure to perform its obligations;

(c) an action by Ferme Avicole Major Limited seeking special damages of $300,000 and general damages of $100,000 for alleged damage to its property emergency response services provided by the Company for Avian Flu. This action is being defended by the Company's prior insurer, Northbridge General Insurance Company; and

(d) arbitration of a claim by the Government of Manitoba (the "**Manitoba Government**") against the Company. While this matter has settled, there are payments that remain outstanding from the Company to the Manitoba Government, which is the beneficiary of a letter of credit issued by QM as security for part of the remaining payment.

C. Bonded Obligations

99. Certain of the Company's ongoing projects are bonded either by its current surety, Intact, or its prior surety, Aviva (the "**Bonded Projects**"). A summary of the Company's current Bonded Projects is attached hereto as **Exhibit "S"**.

100. I am advised by counsel that, although BNS is the senior secured lender of the Company, Intact and Aviva may be trust claimants with priority to any funds payable to the Company on the Bonded Projects, as they may be subrogated to the position of the Lien Claimants for any amounts paid by them on the Bonded Projects.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

Aviva Bonds

101. The Company's former bond surety was Aviva. The bonding facilities with Aviva were provided pursuant to:

(a) a Master Surety Agreement dated March 16, 2016 between QM GP, Quantum Holdings, QM LP, QMF and TWT, as indemnitors, and Aviva, as surety (the "**Aviva Master Surety Agreement**"). A copy of the Aviva Master Surety Agreement is attached hereto as **Exhibit "T"**;

(b) an Adhesion of Additional Party to Master Surety Agreement dated July 24, 2017 between Alberta Chain & Rigging Inc. and Aviva, a copy of which is attached hereto as **Exhibit "U"**;

(c) an Amended and Restated Adhesion of Additional Party to Master Surety Agreement dated July 11, 2019 (the "**KSS Indemnity**") between Aviva and KSS Holdco Inc. ("**KSS**"), a predecessor by amalgamation to WeShall. The KSS Indemnity replaced the Adhesion of Additional Party to Master Surety Agreement dated May 18, 2017 between Aviva and KSS. Pursuant to the KSS Indemnity, KSS agreed to be bound by the Aviva Master Surety Agreement and provided a limited indemnity up to $8,000,000. A copy of the KSS Indemnity is attached hereto as **Exhibit "V"**;

(d) an Adhesion of Additional Party to Master Surety Agreement dated July 12, 2019 between QM Points LP and Aviva, a copy of which is attached hereto as **Exhibit "W"**; and

(e) a Bond Facility Agreement dated November 17, 2020 between QM LP and Aviva (the "**Aviva Bond Facility Agreement**"), which amended and restated all previous commitments issued by Aviva to QM. Pursuant to the Aviva Bond Facility Agreement, Aviva agreed to provide a bond facility for contract surety performance bonds, labour & material payment bonds, maintenance bonds, bid bonds and agreements to bond with a single contract limit of $20,000,000 and an aggregate program limit of $150,000,000. A copy of the Aviva Bond Facility Agreement is attached hereto as **Exhibit "X"**.

102. The Personal Property Registry in Manitoba confirms that Aviva is a registered secured creditor over the personal property of QM. A copy of the Personal Property Registry Confirmation Statement is attached hereto as **Exhibit "Y"**.

The Need to Secure a New Bonding Surety

103. In 2023, QM was forced to secure a new bonding surety following a project dispute with the Manitoba Government, which strained the Company's relationship with Aviva.

104. In 2016, the Manitoba Government and QM LP entered into a construction contract (the "**RM Construction Contract**") for certain remediation work to be performed at the Ruttan Mine site in Manitoba (the "**Ruttan Mine Project**"). After entering into the RM Construction Contract, the Company became aware of fundamental design deficiencies that rendered its performance on the Ruttan Mine Project impractical. Accordingly, the Company ceased work and departed the site, which triggered arbitration proceedings (the "**Manitoba Arbitration**").

105. Between September and November 2021, the Right Honourable Beverley McLachlin, as arbitrator, presided over the oral hearings for the Manitoba Arbitration and, in March 2022, issued an arbitration award in favour of the Manitoba Government (the "**Arbitration Award**").

106. Throughout the Manitoba Arbitration proceedings, Aviva advocated for a settlement between the Company and the Manitoba Government, but no settlement was entered into and the Company continued with the Manitoba Arbitration.

107. Although Aviva did not explicitly cite this dispute as the reason, it subsequently ceased bonding all new Company projects. Given that performance and payment bonds are essential for projects of the Company's scale, this cessation created a critical business challenge, and the Company had to turn to Intact as a new bonding surety provider to maintain operations and fulfill contractual obligations.

Intact Bonds

108. In 2023, the Company transitioned to a bonding facility with Intact. The bonding facility with Intact is currently governed by:

(a) a General Application and Indemnity Agreement dated May 3, 2024 by QM GP, Quantum Holdings, QM LP, QMF, TWT, Highpoint and QM Points LP, as

indemnitors (the "**QM Indemnitors**"), in favour of Intact, as surety (the "**Intact Indemnity Agreement**"). A copy of the Intact Indemnity Agreement is attached hereto as **Exhibit "Z"**;

(b) a Terms and Conditions Agreement dated June 13, 2024 (the "**Intact Bonding Agreement**") entered into between QM LP and Intact, pursuant to which Intact agreed to provide a bonding facility with a single project size of $25,000,000 and an aggregate program of $150,000,000. A copy of the Intact Bonding Agreement is attached hereto as **Exhibit "AA"**; and

(c) a Capital Retention Agreement dated June 28, 2024 between the QM Indemnitors, WeShall and 253 Ontario, as indemnitors (collectively, the "**Indemnitors**"), and Intact, as surety (the "**Capital Retention Agreement**"), pursuant to which the Indemnitors agreed to certain capital retention requirements. A copy of the Capital Retention Agreement is attached hereto as **Exhibit "BB"**.

109. As part of the Intact Bonding Agreement, Intact holds a Letter of Credit provided by Kingsdale Partners Limited ("**Kingsdale**") on behalf of QM in favour of Intact dated June 28, 2024 in the amount of $5,000,000 (the "**Kingsdale LOC**"). A copy of the Kingsdale LOC is attached hereto as **Exhibit "CC"**.

110. In addition to the above, the Company, CIPS/QM and Intact are parties the General Application and Indemnity Agreement dated June 9, 2023, which relates to a project-specific joint venture, a copy of which is attached as **Exhibit "DD"**.

VI. FINANCIAL DIFFICULTIES AND NEED FOR CCAA PROTECTION

A. Financial Challenges Facing the Company

111. As described above, the Company substantially expanded its Business in recent years, generating over $168,000,000 in gross revenue in 2024.

112. However, over the past year, the Company's liquidity has been severely strained, in part, due to the nature of the Company's Business, which requires significant up-front capital investment. In addition, the Company's liquidity crisis has been exacerbated by the cumulative effect of several operational and financial challenges. Inaccurate forecasting and deficient project-

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

level tracking led to inaccurate project cost estimations and difficulties pursuing and obtaining appropriate change orders for out-of-scope work performed by the Company at the request of clients. These factors, among others, have eroded the Company's profitability and revenue realization.

113. The Company's most significant financial and operational challenges relate to the following issues:

(a) **Employee Turnover and Retention**: The Company has faced difficulties retaining employees, notably at the management level, which has hindered project oversight, disrupted continuity in Business segments and departments, and hampered strategic planning efforts;

(b) **Financial Reporting and Forecasting Limitations**: Deficiencies in internal financial tracking and project profitability forecasting have impaired the Company's margins and revenue. For instance, prior internal financial tracking practices relied heavily on work-in-progress ("**WIP**") accounting, and certain project costs were not captured in WIP. This resulted in inaccurate project profitability forecasting and overstated EBITDA projections;

(c) **ERP Transition**: In 2024, the Company implemented a new ERP system, which caused temporary disruptions that impacted operational efficiency and contributed to certain of the financial tracking and forecasting deficiencies described above;

(d) **Unexpected Project Costs**: The Company incurred unexpected costs on several large projects without pre-authorizing change orders, which have impacted margins and profitability;

(e) **Bonding Support:** The Company faced challenges maintaining bonding support, which limited its ability to pursue and/or complete certain contracts in a timely manner;

(f) **Trade Payables and Supply Disruptions**: The Company owes significant pre-filing amounts to certain critical suppliers and vendors. Several of these vendors and suppliers have either threatened to suspend or have already suspended the supply of goods and services essential to the Company's operations. These supply

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

disruptions have impaired, and will continue to impair, the Company's ability to operate and complete projects efficiently;

(g) **Statutory Holdbacks**: The Company's cash flow is negatively affected by the statutory holdback regime under the *Construction Act*, which mandates the withholding of a portion of invoiced amounts for a specified period. This practice causes delays in payment for completed work, leading to timing mismatches between incurred costs and revenue collection. In particular, the Company's demolition and remediation services are usually provided early on in a project's lifecycle, which means the Company is required to wait for a long period until substantial completion, when the holdback is released. As a result, the Company faces significant and ongoing pressure on its working capital; and

(h) **Project Oversight**: Deficiencies in project oversight, including inaccurate cost-tracking systems and invoicing delays and failures to timely pursue change orders for out-of-scope work performed at the request of clients, have affected billing cycles and further delayed or impaired revenue realization and contributed to the financial reporting issues described above.

114. As a result of these factors, the Company, as of the date of this Affidavit and in the weeks leading up to the Filing Date, has been in an over-advance position relative to its borrowing base under the Credit Agreement with the result that it has no borrowing availability. This is a contributing reason for the liquidity constraints currently impacting the Business.

B. The Company is Insolvent

115. Given that the Company no longer has access to further availability under the Credit Agreement, the Company is facing a liquidity crisis and is currently unable to meet its obligations as they generally become due. Without imminent relief, including the Stay and the ability to access the DIP Facility, the Company will not be able to continue as a going concern.

116. The Company's assets, including its equipment, accounts receivable and future contracts, cannot be easily liquidated without significant diminishment of value and disruption to the Business. Further, the value of certain key assets such as future contracts and accounts receivable are likely to be significantly impaired or have no value if the Company is unable to continue operating as a going concern.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

117. In the weeks leading up to this filing, in an effort to resolve its imminent liquidity crisis, the Company has been in ongoing discussions with BNS, WeShall, Intact and Aviva. In the course of these discussions, BNS advised the Company that it was unwilling to extend further credit to the Company, while WeShall advised that it was only willing to provide the Company with additional financing in the form of the DIP Facility with the benefit of a Court ordered super-priority charge.

118. Similarly, while Intact is funding the portion of accounts payable that it is legally obligated to pay under the Bonded Projects, it is not sufficient for the Company to operate in the ordinary course outside the benefit of CCAA protection. Further, Intact recently demanded that the QM Indemnitors and QM Points LP provide credit support in the amount of $12,500,000 in the form of cash, letters of credit, or otherwise.

C. Purpose of the CCAA Proceedings

119. After reviewing and considering the Company's strategic options and alternatives, the Company, with the assistance of its advisors, has determined that it is in the best interests of the Company and its stakeholders to seek relief under the CCAA.

120. The CCAA Proceedings are the only viable means for the Company to preserve and maximize value for its stakeholders, while providing the stability and liquidity necessary to continue operating as a going concern and pursue a comprehensive restructuring transaction through a SISP.

121. I believe that the commencement of these CCAA Proceedings is in the best interests of the Company and its stakeholders for the following reasons, among others:

(a) the Applicants and the Non-Applicant Related Parties are insolvent and are unable to meet their obligations as they generally become due;

(b) the Applicants and the Non-Applicant Related Parties require the protection of the CCAA and the assistance of restructuring professionals to develop a strategic restructuring solution, as well as the breathing room to do so;

(c) without the protections of the CCAA, creditors are likely to take enforcement steps against the Company, which will disrupt the operation of the Business and negatively impact the Company's current projects;

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

(d) the Applicants and the Non-Applicant Related Parties require immediate interim financing, which would not otherwise be available on reasonable terms and in a timely manner without the accompanying Court-ordered Charges that are available under the CCAA; and

(e) the involvement of a Court-appointed Monitor under the CCAA will lend stability and assurance to the Company's stakeholders, including its employees, suppliers, customers and lenders.

122. If the requested relief is granted under the CCAA, the Company intends to work with the Proposed Monitor to develop and implement a comprehensive operational and financial restructuring solution with appropriate milestones for such restructuring.

D. Cash Flow Forecast

123. With the assistance of the Proposed Monitor, the Company has prepared an initial two-week cash flow forecast to determine the amount of funding required to finance its operations during the Stay Period (the "**Cash Flow Forecast**"). I understand that the Cash Flow Forecast will be attached to the pre-filing report of the Proposed Monitor (the "**Pre-Filing Report**").

124. The Cash Flow Forecast demonstrates that QM is in critical need of interim financing in the amount of $3,300,000 to continue operating in the ordinary course during the Initial Stay Period. The Company, with the assistance of the Proposed Monitor, has also prepared a longer-term cash flow forecast which projects that QM will require incremental financing of approximately $10,700,000 for the 13-week period following the Comeback Hearing.

125. The Cash Flow Forecast also demonstrates that if the Initial Order is granted and the DIP Facility approved, the Company will have sufficient liquidity to meet its ordinary course obligations during the Initial Stay Period until the Comeback Hearing.

VII. RELIEF SOUGHT

126. At the initial hearing, the Company will seek the minimum relief necessary to continue operations through to the Comeback Hearing, at which time expanded relief will be sought.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

A. Non-Applicant Related Parties

127. The Applicants seek to extend the relief sought in the Initial Order to the Non-Applicant Related Parties.

128. QM LP is the core operating entity of the Company. Together, QM LP and the other Non-Applicant Related Parties form a critical part of the Business and are deeply integrated into the Company, sharing common ownership, management and operational ties. In addition, the Non-Applicant Related Parties are guarantors under the BNS Facilities and indemnitors to the bonding facilities with Intact and Aviva. Several of the Non-Applicant Related Parties also hold key licenses, certifications and permits, real property leases, specialized equipment and other assets critical to the Company's Business and operations.

129. Enforcement actions against the Non-Applicant Related Parties during these CCAA Proceedings would be detrimental to the Company and its stakeholders. Such actions would destabilize current operations and impede any going-concern transaction involving the Business. Given the Non-Applicant Related Parties' integral role in QM's operations, proceedings against them would drain the Company's limited resources, divert the attention of management and detract from its restructuring efforts. Therefore, extending the relief sought in the Initial Order to the Non-Applicant Related Parties is both necessary and appropriate in the circumstances.

130. I understand that the Proposed Monitor supports extending the benefits and protections in the proposed Initial Order to the Non-Applicant Related Parties.

B. Stay

131. The Company requires the Stay, including in respect of secured parties, to prevent creditors from taking enforcement steps. The intention of the Stay is to provide the Company with the necessary breathing room to preserve the status quo and pursue a viable restructuring plan and complete its ongoing construction projects.

132. In the absence of the Stay, the Company will be unable to complete the Continuing QM Projects. The business interruption and resumption costs for the Company's customers would be substantial and would inevitably have a negative effect on its own customers' business and stakeholders.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

133. The Initial Stay Period is also critical to maximizing the realization of the Business for creditors and stakeholders and avoiding the destruction of value that would result from a shut-down of operations.

134. The Cash Flow Forecast demonstrates that, with access to the DIP Facility, the Company will have sufficient cash to operate over the Initial Stay Period. In the meantime, the Company continues to work with due diligence and in good faith to complete a successful restructuring.

C. Cash Management System

135. The Company's continued and uninterrupted access to the Cash Management System and the Bank Accounts associated thereunder are critical to its ongoing Business. If the Company's access to the Bank Accounts is blocked or restricted, the Company will not be able to operate in the normal course.

136. The Company therefore requests that it be granted continued access with full authority to manage the Bank Accounts associated with the Cash Management System under the supervision of the Monitor.

D. Appointment of the Monitor

137. The Company seeks appointment of A&M as Monitor. In the weeks leading up to the filing, A&M has been reviewing the Company's finances and operations and assisting with considering options to address its operational and financial challenges.

138. A&M has consented to act as Monitor, subject to this Court's approval. I understand the consent of A&M will be attached to the Pre-Filing Report.

139. I am advised by counsel that A&M is a licensed insolvency trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and is not precluded from acting as Monitor as a result of any restrictions under subsection 11.7(2) of the CCAA.

E. Payment of Pre-Filing Amounts

140. The Company is seeking authorization to pay, with the written approval of the Proposed Monitor, amounts owing to the Company's suppliers for critical goods or services actually supplied to the Company prior to the filing date if, in the opinion of the Company and the Proposed Monitor,

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

such payment is necessary to maintain the uninterrupted operations of the Business. These payments are reflected in the Cash Flow Forecast.

141. The Company relies heavily on contractors who provide specialized construction services. These contactors are necessary to the uninterrupted operation of the Business. Given the technical and specialized nature of the Company's operations, there are few vendors who can supply some of the specific services that the Company requires at a reasonable cost and in a timely manner.

142. Due to its cash flow pressures, the Company has failed to pay some of its critical suppliers for services provided prior to the filing of the CCAA Proceedings. The Company believes it is necessary to pay certain pre-filing amounts owed to critical suppliers to maintain their services and ensure the continuance of work on Continuing QM Projects in the normal course notwithstanding the Stay. The continuance of work on the Continuing QM Projects and the ongoing supply of critical goods and/or services are essential for the Company to maintain the value of its current and future receivables.

F. Approval of DIP Facility

143. The Cash Flow Forecast demonstrates that the Company requires interim financing to meet ordinary course of business expenses and to fund the CCAA Proceedings during the Initial Stay Period.

144. The Company has secured debtor-in-possession ("**DIP**") financing from the DIP Lender to fund the Company's operational and restructuring expenses during the restructuring period, subject to various terms and conditions as described in the DIP Term Sheet. I understand a copy of the DIP Term Sheet will be attached to the Pre-Filing Report.

145. Currently, BNS and Intact have declined to provide DIP financing to the Company. As such, the DIP Term Sheet represents the best and only available interim financing arrangement that could be arranged by the Company within the time frame needed to meet its cash flow needs. The Company does not believe it can obtain financing from any source except on a super-priority basis.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

146. The key terms and conditions of the DIP Term Sheet are as follows:[1]

(a) the DIP Lender is WeShall;

(b) a maximum loan amount of $14,000,000, with an Initial Advance up to a principal amount of $3,300,000;

(c) interest accruing at a rate of 14% per annum, compounded and calculated monthly;

(d) a maturity date the earliest of: (i) November 14, 2025 (or such later date as the DIP Lender may agree to), (ii) the closing of a Court approved transaction for substantially all of the assets or shares/units in one or more of the Credit Parties, (iii) the implementation of a Court-approved plan in the CCAA Proceedings, (iv) the refinancing of the DIP Facility upon the written consent of the DIP Lender, (v) the date on which the CCAA Proceedings are terminated or converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada), or the Stay expires without extension, (v) the payment in full of the obligations owing to the DIP Lender (vi) the occurrence of an Event of Default; and (vii) the DIP Lender giving notice to the Borrower of the occurrence of an event of default;

(e) a commitment fee of 1.5% of (i) the Initial Advance, which shall be fully earned upon Court approval of the DIP Term Sheet and the Initial Advance, and (ii) the maximum principal amount of the DIP Facility less the amount of the Initial Advance, which shall be fully earned upon Court approval of the maximum principal amount of the DIP Facility.

147. The DIP Facility is expected to provide sufficient liquidity to allow the Company to operate and meet its obligations during the pendency of the CCAA Proceedings. I am advised that the Proposed Monitor has reviewed the terms and supports approval of the DIP Term Sheet.

[1] Capitalized terms used in this paragraph that are not otherwise defined herein have the meaning given to such terms in the DIP Term Sheet.

Docusign Envelope ID: DE84D9CE-B5BB-485B-9B2B-2163356DEFA8

G. Charges

148. The Company seeks the following Court-ordered charges in the proposed Initial Order: (a) an Administration Charge; (b) a DIP Lender's Charge; (c) a Directors' Charge; and (d) a Lien Charge (collectively, the "**Charges**"). The Company proposes that each of the Charges constitute a charge on the Property. The Company further propose that the Charges rank in priority to all other Encumbrances (as defined in the Initial Order).

Proposed Ranking of the Charges

149. The proposed ranking of the Charges in the Initial Order is as follows:

First – the Administration Charge (to the maximum amount of $750,000);

Second – the DIP Lender's Charge (to the maximum amount of $3,330,000);

Third – the Directors' Charge (to the maximum amount of $3,600,000); and

Fourth – the Lien Charge.

150. The proposed quantum of the Charges is limited to relief that is reasonably necessary for the continued operations of the Company in the ordinary course of business during the Initial Stay Period. At the Comeback Hearing, the Company will be seeking approval of a proposed ARIO to, among other things, increase the quantum of the Charges in order to cover the Company's needs throughout these CCAA Proceedings.

Administration Charge

151. The Company is seeking an Administration Charge on the Property in the maximum amount of $750,000 during the Initial Stay Period. The Company will seek an increase to the quantum of the Administration Charge at the Comeback Hearing.

152. to secure the fees and disbursements incurred in connection with services rendered to the Company, both before and after the commencement of the CCAA Proceedings by: (a) the Proposed Monitor; (b) counsel to the Proposed Monitor, Goodmans LLP; and (b) counsel to the Company, Reconstruct LLP.

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153. The Administration Charge is proposed to rank in priority to all other Encumbrances (as defined in the Initial Order) and Charges.

154. The Company requires the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during these CCAA Proceedings in order to complete a successful restructuring. Each of the beneficiaries of the Administration Charge will have a critical and distinct role in the Company's restructuring.

155. The Company has worked with the Proposed Monitor to estimate the quantum of the Administration Charge. The Proposed Monitor has advised that it believes the Administration Charge is reasonable and appropriate in the circumstances given the services to be provided by the beneficiaries of the Administration Charge and the complexities of the CCAA Proceedings.

DIP Lender's Charge

156. The DIP Lender requires all obligations under the DIP Term Sheet to be secured by the DIP Lender's Charge. The DIP Lender's Charge will secure all the funds advanced to the Company under the DIP Facility.

157. The amount of the DIP Lender's Charge requested is necessary and limited to what is reasonably necessary for the continued operations of the Business in the ordinary course of business during the Initial Stay Period. As demonstrated in the Cash Flow Forecast, given the Company's liquidity situation, it will require the Initial Advance under the DIP Facility to continue operating in the ordinary course during the Initial Stay Period.

158. The Proposed Monitor has advised that it is supportive of the proposed DIP Lender's Charge and the quantum thereof.

Directors' Charge

159. To ensure the ongoing stability of the Company's Business during the CCAA Proceedings, the Company requires the active and committed involvement of its D&Os, who manage the Business and commercial activities of the Company. The D&Os have considerable institutional knowledge and valuable experience. They have long-standing relationships with the Company's suppliers, employees, and other stakeholders, as well as knowledge gained throughout the growth of the Business that cannot be replicated or easily replaced.

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160. The D&Os have indicated, however, that due to the potential personal exposure associated with certain liabilities where D&Os may be liable, they cannot continue their service with the Company unless the Initial Order provides for the Directors' Charge.

161. The Company maintains directors' and officers' liability insurance (the "**D&O Insurance**") for the D&Os, which provides up to $5,000,000 in directors' and officers' liability coverage. It is uncertain whether all claims for which the D&Os may be personally liable will be covered by the D&O Insurance given the exclusions provided for under the policy, and potential coverage positions that may be taken by the insurer. It is also uncertain whether the amount of coverage provided by the D&O Insurance will be sufficient to adequately protect the D&Os from liability and to incentivize the D&Os to continue their service with the Company in the circumstances of the proposed CCAA Proceedings.

162. The proposed Initial Order contemplates the establishment of the Directors' Charge on the Property in the amount of $3,600,000 to protect the D&Os against obligations and liabilities they may incur as directors and officers of the Company after the commencement of the CCAA Proceedings, except to the extent that the obligation or liability is incurred as a result of a D&Os gross negligence or wilful misconduct. The Company will seek to amend the quantum of the Directors' Charge at the Comeback Hearing under the proposed ARIO.

163. The initial quantum of the Directors' Charge sought was calculated based on potential sources of D&O liability during the Initial Stay Period, and includes provisions for sales tax, employee wages and source deductions, accrued vacation outstanding as of the Filing Date, union dues, employee benefits and other similar amounts, and employee terminations.

164. The Company worked with the Proposed Monitor in determining the proposed quantum of the Directors' Charge and believes that the Directors' Charge is reasonable and appropriate in the circumstances. The Directors' Charge is proposed to rank after the Administration Charge and the DIP Lender's Charge, but ahead of the Lien Charge and other Encumbrances.

165. The Proposed Monitor has advised that it is supportive of the proposed Directors' Charge and the quantum thereof.

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Lien Charge

166. The Company also seeks a Lien Charge against the applicable Company's Property in the applicable Continuing QM Project in respect of which a Lien Claim arises equivalent to, and only to the extent of, any security granted under Provincial Lien Legislation for such Lien Claim, as set out in and pursuant to the requirements of the Lien Regularization Order. The Lien Regularization Order is discussed in further detail below.

H. Stay of Performance Bonds

167. The Company seeks a stay of enforcement or calls on the Performance Bonds, except with the written consent of the Monitor, or with leave of this Court.

168. The Company believes that it is in compliance with its obligations on the Continuing QM Projects and a critical part of the planned restructuring is the continuation of those projects.

169. The Company is unaware of any breach or default of any of the Performance Bonds and have not been notified of any default under the Performance Bonds. As such, the stay on the enforcement of Performance Bonds is a preventative measure that is intended to provide stability to the Company as it restructures its Business. In particular, any disruption to the Continuing QM Projects would detrimentally impact the ongoing operations and funding of QM to the detriment of the Company and its stakeholders.

170. The CCAA Proceedings and the DIP Facility are intended to ensure that the Company continues to perform its obligations on the Continuing QM Projects. In such circumstances, the stay on Performance Bonds is intended to prevent precipitous enforcement steps and to facilitate discussions and proper arrangements with contractual counterparties, as necessary, to maintain the going concern nature of the Company and its operations.

I. Stay of Third-Party Indemnity Obligations

171. The Company's obligations in respect of its surety bonds are indemnified and guaranteed by the Applicants, the Non-Applicant Related Parties and various third-party entities.

172. During the Initial Stay Period, the Company seeks to stay proceedings and enforcement steps taken against third parties that have provided Third-Party Indemnity Obligations on behalf

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of the Company in respect of the Company's obligations under any construction project contract in favour of Intact and Aviva.

173. Specifically, the Company seeks to extend the stay to proceedings and enforcement steps against WeShall, 253 Ontario, Kingsdale, KSS, Alberta Chain & Rigging Inc., QM Points LP, TS LP, CIPS/QM or CIPS, with respect to the Third-Party Indemnity Obligations they have provided on behalf of the Company in favour of Intact and Aviva.

174. The Company believes this stay is necessary to protect the status quo, avoid the cascading effect of enforcement upon indemnitors and guarantors, and to provide the Company with the breathing room to engage with its key stakeholders, including the sureties. Further, this stay against Third-Party Indemnity Obligations is necessary for the Company to access critical financing under the DIP Facility to fund the restructuring proceedings and the Continuing QM Projects.

J. Lien Regularization Order

175. QM is party to agreements with other construction counterparties, including trades, subtrades, and suppliers, who may or may not be in a position to register liens against the projects on which the Company is working, and the Company's interests in the proceeds of those projects. The Company seeks to streamline the process through which certain Lien Claimants may assert their rights and interests as against the Company in the Lien Regularization Order.

176. I understand that, in certain circumstances, the Provincial Lien Legislation may give rise to the ability of certain parties to register liens in respect of projects, or to give notice of a lien in the case of projects involving government or municipal property. The Company regularly deals with such liens in the ordinary course of business. In certain situations, the Company may also have to register its own liens for non-payment of accounts and/or services provided (including potentially for accounts and/or services provided after the Filing Date).

177. The proposed Lien Regularization Order provides a centralized process whereby Lien Claimants can assert their Lien Claims and benefit from a Court-ordered Lien Charge which replicates the protection Lien Claimants are entitled to under the Provincial Lien Legislation, without the operational disruption caused by piecemeal registration of liens and requirement to comply with the procedures following the registration of a lien. In particular, the proposed Lien Regularization Order, among other things:

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(a) stays the rights of Lien Claimants with Lien Claims under the Provincial Lien Legislation in respect of the supply of labour, materials and/or services on Continuing QM Projects that have not been disclaimed pursuant to section 32 of the CCAA to: (i) serve or register a Lien Claim, (ii) preserve or perfect a Lien Claim, or (iii) assert any trust claim against a direct or indirect payor of any of the Companies, other than as permitted by the Lien Regularization Order;

(b) requires that Asserting Lien Claimants who wish to assert a Lien Claim after the Filing Date in respect of a Continuing QM Project, whether in respect of materials and/or services supplied before or after the Filing Date, deliver a Lien Notice in accordance with the Lien Regularization Order to the Monitor, counsel to the Monitor, and counsel to the Company, within the time frame prescribed by Provincial Lien Legislation; and

(c) grants the Lien Charge.

178. Lien registrations against the Continuing QM Projects may disrupt or delay the flow of funds to the Company or from the Company's customers to their other providers. Any potential for non-payment, delay in payment, or exercise of set-off rights by the Company's customers due to the actual or threatened registration of liens will expose the Company to additional short-term liquidity risks that could jeopardize its restructuring efforts.

179. In addition, having to take procedural steps on each lien to lift the Stay to allow Lien Claimants to comply with limitation periods under the Provincial Lien Legislation or discharge liens filed against the Continuing QM Projects would distract from and potentially disrupt the Company's restructuring efforts while putting a further strain on the Company's financial and operational resources.

180. The terms of the proposed Lien Regularization Order sought by the Company are intended to provide the Company and its stakeholders with appropriate protections and flexibility to: (a) support the Company's flow of funds; (b) minimize disruption to the Company's restructuring efforts; and (c) ensure that the rights of current and potential Lien Claimants are recognized.

181. While the Company, with the assistance of the Proposed Monitor, is still reviewing its active list of projects, as of the Filing Date, it has identified approximately 30 potential Lien

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Claimants with Continuing QM Projects that may have the ability to assert Lien Claims in respect of such projects.

182. I understand that the Proposed Monitor supports the granting of the Lien Regularization Order. As of the date hereof, there are no outstanding liens on the Bonded Projects that have not been bonded off already.

VIII. CONCLUSION

183. I swear this affidavit in support of the Company's requested relief and for no other or improper purpose.

SWORN REMOTELY by Agnieszka Barrett stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 28th day of July, 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Signed by:
Natasha Rambaran
C9F914CF34094F5...

A Commissioner for taking Affidavits.

Natasha Rambaran | LSO #80200N

Signed by:
Agnes Barrett
B22D0C6C1FB345B...

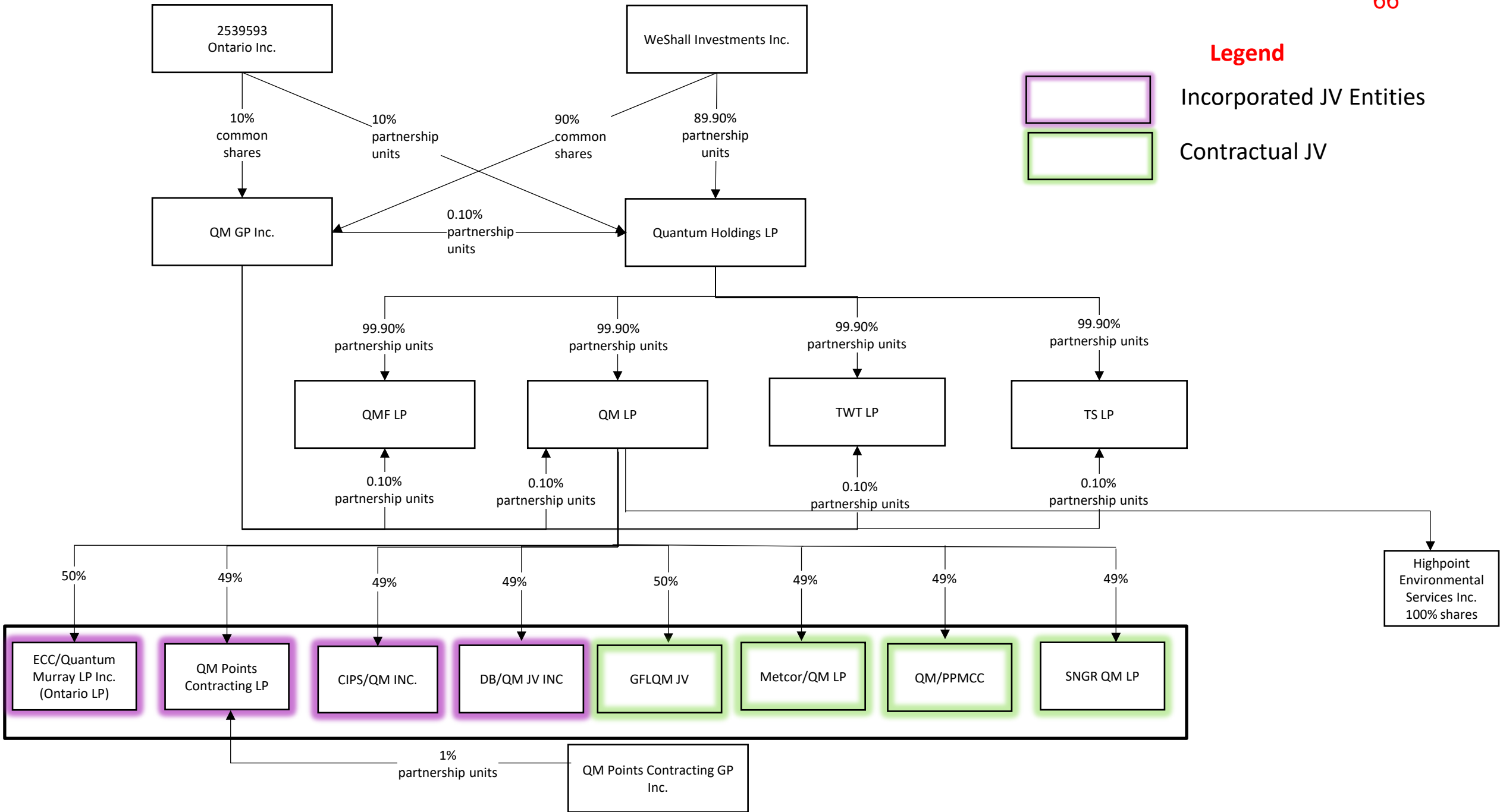
AGNIESZKA BARRETT

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

QM Corporate Organizational Chart



THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF AGNIESZKA BARRETT SWORN REMOTELY BY AGNIESZKA BARRETT STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, ADMINISTERING OATH OR DECLARATION REMOTELY

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Transaction Number: APP-A10828702768
Report Generated on June 30, 2025, 14:18

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

QM GP INC. as of June 30, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	QM GP INC.
Ontario Corporation Number (OCN)	1951907
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 10, 2016
Registered or Head Office Address	5035 South Service Road, 2nd Floor, Burlington, Ontario, L7L 6M9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BRENTYN HALL
Address for Service	5035 South Service Road, 2nd Floor, Burlington, Ontario, L7L 6M9, Canada
Resident Canadian	Yes
Date Began	November 01, 2021

Name	WES JUNIOR HALL
Address for Service	5035 South Service Road, 2nd Floor, Burlington, Ontario, L7L 6M9, Canada
Resident Canadian	Yes
Date Began	March 10, 2016

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V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	FRANK DELUCA
Position	Other (untitled)
Address for Service	5035 South Service Road, Suite 2, Burlington, Ontario, L7L6M9, Canada
Date Began	March 05, 2024

Name	IAN GRÉGOIRE
Position	Other (untitled)
Address for Service	5035 South Service Road, Suite 2, Burlington, Ontario, L7L 6M9, Canada
Date Began	June 08, 2022

Name	WES JUNIOR HALL
Position	Chairman
Address for Service	5035 South Service Road, Suite 2, Burlington, Ontario, L7L 6M9, Canada
Date Began	May 04, 2020

Name	AGNIESZKA WIETRZYNSKI
Position	Chief Executive Officer
Address for Service	5035 South Service Road, Suite 2, Burlington, Ontario, L7L 6M9, Canada
Date Began	May 08, 2022

Name	AGNIESZKA WIETRZYNSKI
Position	President
Address for Service	5035 South Service Road, Suite 2, Burlington, Ontario, L7L 6M9, Canada
Date Began	May 08, 2022

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V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	QM GP INC.
Effective Date	March 10, 2016

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V. Quintanilla W.

Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Transaction Number: APP-A10828702768
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: WES JUNIOR HALL	March 04, 2025
Annual Return - 2023 PAF: WES JUNIOR HALL	March 04, 2025
Annual Return - 2022 PAF: KAMIKA MCLEAN	February 03, 2023
Annual Return - 2021 PAF: Kamika MCLEAN	July 07, 2022
CIA - Notice of Change PAF: Wes Junior HALL	July 07, 2022
CIA - Notice of Change PAF: Wes Junior HALL	February 11, 2022
Annual Return - 2020 PAF: KEVIN KINGSLEY-WILLIAMS - DIRECTOR	March 16, 2021
Annual Return - 2019 PAF: SIMON UTKALA - DIRECTOR	June 07, 2020
CIA - Notice of Change PAF: SIMON UTKALA - DIRECTOR	May 06, 2020
Annual Return - 2018 PAF: SIMON UTKALA - DIRECTOR	July 07, 2019
Annual Return - 2017 PAF: SIMON UTKALA - DIRECTOR	July 22, 2018
CIA - Notice of Change PAF: SIMON UTKALA - DIRECTOR	March 01, 2018
Annual Return - 2016 PAF: SIMON UTKALA - DIRECTOR	October 29, 2017

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V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

CIA - Notice of Change PAF: WES HALL - DIRECTOR	June 28, 2017
CIA - Notice of Change PAF: CHRISTINA BOCK - OTHER	June 15, 2016
CIA - Notice of Change PAF: CHRISTINA BOCK - OTHER	March 29, 2016
CIA - Initial Return PAF: CHRISTINA BOCK - OTHER	March 15, 2016
BCA - Articles of Incorporation	March 10, 2016

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Transaction Number: APP-A10828703544
Report Generated on June 30, 2025, 14:19

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

HIGHPOINT ENVIRONMENTAL SERVICES INC. as of June 30, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	HIGHPOINT ENVIRONMENTAL SERVICES INC.
Ontario Corporation Number (OCN)	2285950
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 24, 2011
Registered or Head Office Address	265 Bartley Drive, Toronto, Ontario, M4A 2N7, Canada

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V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	WESLEY J. HALL
Address for Service	130 King Street West, Suite 2950, Toronto, Ontario, M5X 1E2, Canada
Resident Canadian	Yes
Date Began	July 22, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	IAN GREGOIRE
Position	Other (untitled)
Address for Service	130 King Street West, Suite 2950, Toronto, Ontario, M5X 1E2, Canada
Date Began	July 22, 2022

Name	WESLEY J. HALL
Position	Chief Executive Officer
Address for Service	130 King Street West, Suite 2950, Toronto, Ontario, M5X 1E2, Canada
Date Began	July 22, 2022

Name	WESLEY J. HALL
Position	President
Address for Service	130 King Street West, Suite 2950, Toronto, Ontario, M5X 1E2, Canada
Date Began	July 22, 2022

Name	KAMIKA MCLEAN
Position	Other (untitled)
Address for Service	130 King Street West, Suite 2950, Toronto, Ontario, M5X 1E2, Canada
Date Began	July 22, 2022

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Corporate Name History

Name	HIGHPOINT ENVIRONMENTAL SERVICES INC.
Effective Date	May 24, 2011

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Director/Registrar
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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Wesley J. HALL	July 27, 2022
BCA - Articles of Amendment	July 13, 2022
Archive Document Package	May 12, 2022
Annual Return - 2021 PAF: Mark MCDONALD	May 09, 2022
Annual Return - 2020 PAF: Mark MCDONALD	May 09, 2022
CIA - Notice of Change PAF: Mark MCDONALD	May 09, 2022
Annual Return - 2019 PAF: MARK MACDONALD - DIRECTOR	May 17, 2020
BCA - Articles of Amendment	April 15, 2020
Annual Return - 2018 PAF: MARK MACDONALD - DIRECTOR	May 12, 2019
CIA - Notice of Change PAF: JOSEPH DEFRANCO - OFFICER	March 18, 2019
Annual Return - 2017 PAF: MARK MACDONALD - DIRECTOR	May 20, 2018
Annual Return - 2016 PAF: MARK MACDONALD - DIRECTOR	March 22, 2017
Annual Return - 2015 PAF: MARK MACDONALD - DIRECTOR	June 26, 2016
Annual Return - 2014 PAF: MARK MACDONALD - DIRECTOR	June 27, 2015

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Annual Return - 2013 PAF: MARK MACDONALD - DIRECTOR	March 14, 2015
Annual Return - 2012 PAF: MARK MACDONALD - DIRECTOR	November 16, 2013
Annual Return - 2011 PAF: MARK MAC DONALD - OFFICER	December 01, 2012
CIA - Initial Return PAF: PETER A. JAMES - OTHER	May 29, 2012
BCA - Articles of Incorporation	May 24, 2011

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **7306831**
Entity Name : **QUANTUM HOLDINGS LP**

As of : 02-Jul-2025

Entity Name :	QUANTUM HOLDINGS LP
Registry No :	7306831
Business No :	778951293MC0001
Current Status :	Active
Entity Type :	BUSINESS NAME
Entity Sub Type :	LIMITED PARTNERSHIP
Registration Date :	15-Mar-2016
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	15-Mar-2028
Year of Last A/R - Renewal :	2025
Nature of Business :	INVESTMENT AND/OR HOLDING COMPANY
NAICS Code :	551113

Places of Business :

Address :	3580 LAIRD RD, UNIT 1
City/Province :	MISSISSAUGA, ON
Country/Postal Code :	CANADA, L5L 5Z7

Mailing Address :

Name :	
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

General Partner :

Registry No :	7306645
Name :	QM GP INC.
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
EXPIRY	15-Mar-2019	
RENEWAL (Filed on the Web)	27-May-2019	2019
RENEWAL (Filed on the Web)	01-Feb-2022	2022
CHANGE OF MAILING ADDRESS (Filed on the Web)	10-Oct-2023	
RENEWAL (Filed on the Web)	06-Mar-2025	2025

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A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **7306670**
Entity Name : **QM LP**

As of : 02-Jul-2025

Entity Name :	QM LP
Registry No :	7306670
Business No :	778856922MC0001
Current Status :	Active
Entity Type :	BUSINESS NAME
Entity Sub Type :	LIMITED PARTNERSHIP
Registration Date :	15-Mar-2016
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	15-Mar-2028
Year of Last A/R - Renewal :	2025
Nature of Business :	INVESTMENT AND/OR HOLDING COMPANY
NAICS Code :	551113

Places of Business :

Address :	5035 SOUTH SERVICE ROAD, 2ND FLOOR
City/Province :	BURLINGTON, ON
Country/Postal Code :	CANADA, L7L 6M9

Mailing Address :

Name :	
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

General Partner :

Registry No :	7306645
Name :	QM GP INC.
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
RENEWAL (Filed on the Web)	28-Mar-2019	2019
RENEWAL (Filed on the Web)	01-Feb-2022	2022
CHANGE OF BUSINESS LOCATION (Filed on the Web)	22-Aug-2022	
CHANGE OF BUSINESS LOCATION (Filed on the Web)	22-Feb-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	10-Oct-2023	
RENEWAL (Filed on the Web)	06-Mar-2025	2025

90

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THIS IS **EXHIBIT "F"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **7306688**
Entity Name : **QMF LP**

As of : 02-Jul-2025

Entity Name :	QMF LP
Registry No :	7306688
Business No :	778849521MC0001
Current Status :	Active
Entity Type :	BUSINESS NAME
Entity Sub Type :	LIMITED PARTNERSHIP
Registration Date :	15-Mar-2016
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	15-Mar-2028
Year of Last A/R - Renewal :	2025
Nature of Business :	INVESTMENT AND/OR HOLDING COMPANY
NAICS Code :	551113

Places of Business :

Address :	3580 LAIRD RD, UNIT 1
City/Province :	MISSISSAUGA, ON
Country/Postal Code :	CANADA, L5L 5Z7

Mailing Address :

Name :	
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

General Partner :

Registry No :	7306645
Name :	QM GP INC.
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
EXPIRY	15-Mar-2019	
RENEWAL (Filed on the Web)	27-May-2019	2019
RENEWAL (Filed on the Web)	01-Feb-2022	2022
CHANGE OF MAILING ADDRESS (Filed on the Web)	10-Oct-2023	
RENEWAL (Filed on the Web)	06-Mar-2025	2025

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A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

COMPANIES OFFICE
OFFICE DES COMPAGNIES

Manitoba

File Summary

Registry No : **7306696**
Entity Name : **TWT LP**

As of : 02-Jul-2025

Entity Name :	TWT LP
Registry No :	7306696
Business No :	778943894MC0001
Current Status :	Active
Entity Type :	BUSINESS NAME
Entity Sub Type :	LIMITED PARTNERSHIP
Registration Date :	15-Mar-2016
Home Jurisdiction :	MANITOBA
Annual Return/Renewal Date :	15-Mar-2028
Year of Last A/R - Renewal :	2025
Nature of Business :	INVESTMENT AND/OR HOLDING COMPANY
NAICS Code :	551113

Places of Business :

Address :	3580 LAIRD RD, UNIT 1
City/Province :	MISSISSAUGA, ON
Country/Postal Code :	CANADA, L5L 5Z7

Mailing Address :

Name :	
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

General Partner :

Registry No :	7306645
Name :	QM GP INC.
Address :	MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province :	WINNIPEG, MB
Country/Postal Code :	CANADA, R3C 4G1

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
EXPIRY	15-Mar-2019	
RENEWAL (Filed on the Web)	27-May-2019	2019
RENEWAL (Filed on the Web)	01-Feb-2022	2022
CHANGE OF MAILING ADDRESS (Filed on the Web)	10-Oct-2023	
RENEWAL (Filed on the Web)	06-Mar-2025	2025

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A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

QM Environmental Group of Companies
Draft Combined Balance Sheet
(CAD$000s)

As of May 31, 2025	**2025**
Assets	
Current	
Cash	**-**
Accounts Receivables	**41,044**
Inventory	**1,155**
Cost and Estimated Earnings in excess of billings on uncompleted	**14,680**
contracts Prepaid Expenses and deposits	**1,879**
Advances to Related Parties	**1,630**
	60,388
Equipment and leasehold improvements	**20,597**
Intangible Assets	**-**
Investments in jointly controlled enterprises	**4,330**
	85,314
Liabilities	
Current	
Bank Indebtedness	**7,089**
Accounts Payable and Accrued Liabilities	**49,657**
Billings in Excess of cost and estimated earnings on uncompleted	**5,029**
contracts Income Taxes	**5**
Advances from related parties	**7,385**
Current portion of long-term debt	**900**
Current portion of note payable	**667**
Current portion of obligations of under capital lease	**3,343**
	74,076
Deficiency in jointly controlled	**-**
enterprise Long-term Debt	**15,975**
Note Payable	**2,000**
Obligations of under capital lease	**5,742**
	97,794

THIS IS **EXHIBIT "I"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Execution Copy

CREDIT AGREEMENT

- between -

THE BANK OF NOVA SCOTIA

as Lender

- and -

QM LP

as Borrower

- and -

QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. AND HIGHPOINT ENVIRONMENTAL SERVICES INC.

as Guarantors

Dated as of June 6, 2023

TABLE OF CONTENTS

Article 1 - INTERPRETATION 1
1.1 Definitions 1
1.2 Computation of Time Periods 23
1.3 Headings and Table of Contents 23
1.4 References 23
1.5 Singular and Plural; Gender 23
1.6 GAAP 23
1.7 Definition of Borrower "Knowledge" 23
1.8 Incorporation of Exhibits and Schedules 24
Article 2 - REVOLVING FACILITY 24
2.1 Revolving Facility 24
2.2 Availability 24
2.3 Use of Proceeds 24
2.4 Advances under Revolving Facility 24
2.5 Letters of Credit 25
Article 3 - THE TERM FACILITY 27
3.1 Term Facility 27
3.2 Use of Proceeds 28
3.3 Advances under the Term Facility 28
Article 4 - DETAILS REGARDING ADVANCES AND PAYMENTS 28
4.1 Notice Provisions 28
4.2 Conversion and Rollover 29
4.3 Bankers' Acceptances 29
4.4 Minimum Amounts 31
Article 5 - REPAYMENT AND REDUCTION 31
5.1 Mandatory Repayment of the Loans 31
5.2 Optional Repayments 32
5.3 Requirements for Optional Repayments 33
5.4 Authority to Debit 33
5.5 Promissory Notes 34
Article 6 - INTEREST AND FEES 34
6.1 Interest 34
6.2 Calculation and Payment of Interest 34
6.3 Default Interest 34
6.4 Determination of Interest Rates 34
6.5 Ticking Fees 35
6.6 Standby Fees 35
6.7 Commitment Fee 35
6.8 Maximum Interest 36
Article 7 - CHANGE IN CIRCUMSTANCES 36
7.1 Market Disruption 36
7.2 Increased Costs and Taxes 37
7.3 Illegality 37
7.4 Benchmark Replacement Setting (SOFR) 38
7.5 Benchmark Replacement Setting (CDOR) 44

Article 8 - PAYMENTS, TAXES, AND EXPENSES 49
8.1 Payments to the Lender 49
8.2 Currency of Payment 49
8.3 Set-Off 49
8.4 Taxes 49
8.5 Costs and Expenses 50
8.6 Intentionally Deleted 51
8.7 Survival of Indemnification Obligations 51
Article 9 - CONDITIONS OF LENDING 51
9.1 Conditions Precedent to the Initial Advance 51
9.2 Conditions Precedent to Advance for the Permitted Acquisition 53
9.3 Conditions Precedent to each Advance 54
9.4 Waiver 54
Article 10 - REPRESENTATIONS AND WARRANTIES 54
10.1 Representations and Warranties 54
10.2 Survival of Representations and Warranties 61
Article 11 - COVENANTS 61
11.1 Positive Covenants 61
11.2 Financial Covenants 65
11.3 Negative Covenants 66
11.4 Reporting and Information 69
11.5 Insurance 71
Article 12 - SECURITY 72
12.1 Security 72
12.2 Provisions in Respect of the Security 73
12.3 Other Secured Obligations 73
Article 13 - DEFAULT AND REMEDIES 74
13.1 Events of Default 74
13.2 Effect of a Default 76
13.3 Remedies Cumulative; No Waiver 77
13.4 Set-Off 77
Article 14 - NOTICE 78
14.1 Notices, Etc. 78
Article 15 - GOVERNING LAW; JURISDICTION 78
15.1 Governing Law 78
15.2 Forum Selection; Consent to Jurisdiction 78
Article 16 - MISCELLANEOUS 79
16.1 Successors and Assigns 79
16.2 Severability 81
16.3 Amendments, Waivers, Etc. 81
16.4 Indemnity 81
16.5 Direct Obligation 82
16.6 Term of Agreement 82
16.7 Further Assurances 82
16.8 Account kept by the Lender 82
16.9 Paramountcy 82

16.10 Disclosure of Information.....83
16.11 Execution in Counterparts.....83
16.12 Whole Agreement; Termination of Existing Commitment Letter.....83
16.13 English Language.....83
16.14 Remedies Cumulative.....83
16.15 Judgement Currency.....84
16.16 Waiver of Jury Trial......84
EXHIBIT A
COMPLIANCE CERTIFICATE.....87
EXHIBIT B
NOTICE OF BORROWING REVOLVING FACILITY.....90
EXHIBIT C
NOTICE OF BORROWING TERM FACILITY.....93
EXHIBIT D
NOTICE OF CONVERSION.....96
EXHIBIT E
NOTICE OF ROLLOVER.....98
EXHIBIT F
NOTICE OF OPTIONAL REPAYMENT
REVOLVING/TERM FACILITY.....101
SCHEDULE 1.1(CCCCC)
PERMITTED LIENS.....104
SCHEDULE 10.1(L)
INTELLECTUAL PROPERTY.....105
SCHEDULE 10.1(R)
OBLIGORS' JURISDICTION ETC.....106
SCHEDULE 10.1(U)
CORPORATE CHART.....107
SCHEDULE 10.1(V)
BANK ACCOUNTS.....108
SCHEDULE 10.1(W)
LEASED REAL PROPERTY.....109
SCHEDULE 10.1(Z)
INVESTMENT PROPERTY.....110

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made as of June 6, 2023 between QM LP, a Manitoba limited liability partnership (the "**Borrower**"), QMF LP, a Manitoba limited liability partnership, TWT LP, a Manitoba limited liability partnership, Quantum Holdings LP, a Manitoba limited liability partnership, QM GP Inc., an Ontario corporation, and Highpoint Environmental Services Inc., an Ontario corporation (collectively, the "**Guarantors**"), and The Bank of Nova Scotia (the "**Lender**").

Recitals

WHEREAS the Lender has agreed to establish certain credit facilities in favour of the Borrower upon the terms and conditions set out in this Agreement;

WHEREAS this Agreement replaces the Commitment Letter dated November 4, 2022 between the Lender, the Borrower and the Guarantors (the "**Existing Commitment Letter**");

NOW THEREFORE, in consideration of the mutual covenants and agreements set out hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject-matter or the context otherwise is inconsistent therewith:

(a) "**Adjusted Term SOFR**" means, for the purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation, plus (b) the Term SOFR Adjustment, provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be equal to the Floor.

(b) "**Advance**" means an extension of credit by the Lender under this Agreement, including in Canadian Dollars by way of Bankers' Acceptances, Prime Rate Advances and the issuance of Letters of Credit and in US Dollars by way of Base Rate Advances and SOFR Advances. References to the amount of Advances means the outstanding principal amount of all outstanding Prime Rate Advances, Base Rate Advances, SOFR Advances plus the undrawn amount of all outstanding Letters of Credit and the face value of all outstanding Bankers' Acceptances, in each case under the applicable Credit Facilities.

(c) "**Affiliate**" means at any time, and with respect to any Person,

(i) any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and

(ii) unless the context otherwise clearly requires, any reference herein to an "**Affiliate**" is a reference to an Affiliate of the Borrower.

(d) "**Agreement**" means this credit agreement as it may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time.

(e) "**Anti-Terrorist Financing and Anti-Money Laundering Laws**" means all Applicable Laws concerning or relating to money laundering or financing terrorism, government sanctions and "know your client" laws and which are applicable to the Lender, any Obligor or any Affiliate thereof, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Trading with the Enemy Act* (United States), *Executive Order No. 13224*, and the *USA Patriot Act*.

(f) "**Applicable Law**" means any (a) statute, law (including common and civil law), rule or regulation, (b) judgement, order, writ, injunction, decision, ruling, decree or award, (c) regulatory policy, practice, guideline or directive, or (d) right or other approval, in each case of the foregoing clauses (a) – (d), of any Governmental Authority, binding on or affecting an Obligor or a business similar to the Business.

(g) "**Applicable Margin**" means, with respect to an Advance or fee, the percentage rate per annum set out in the following pricing grid with reference to the applicable type of advance or fee and the applicable Total Funded Debt to Combined EBITDA Ratio.

Level	**Total Funded Debt to Combined EBITDA**	**Canadian Prime Rate Advance/US Base Rate Advance**	**BA Stamping Fee Rate or SOFR Advance**	**Standby Fee Rate and Ticking Fee Rate**
1	<2.00:1.00	1.00%	2.00%	0.45%
2	≥2.00:1.00, but <2.5:1.00	1.25%	2.25%	0.51%
3	≥2.50:1.00, but <3.00:1.00	1.50%	2.50%	0.56%
4	≥3.00:1.00	1.75%	2.75%	0.62%

All figures in the table above represent per cent per annum. Each of the amounts specified above, except the standby fee rate, shall, as provided for in Section 6.3 (and without duplication), be increased by 2% per annum if a Default has occurred and is continuing. If a Default is disclosed by a Compliance Certificate, any increase shall be applied beginning as of the end of the fiscal period to which the Compliance Certificate relates.

(h) "**Asset Disposition**" means, with respect to any Person, any transaction in which such Person sells, conveys, assigns, transfers, leases (as lessor) or otherwise disposes of any of its Assets, including any Capital Stock of any of its Subsidiaries, any partnership units or any of its other Assets, present or future.

(i) "**Assets**" of a Person means all present and future property, rights and assets, real and personal, movable and immovable, tangible and intangible, of such Person of whatever nature and wheresoever situate.

(j) "**Available Revolving Facility Commitment**" means, at any time, an amount equal to the difference between CDN$40,000,000 and the Revolving Loans.

(k) "**BA Drawing Proceeds**" means, with respect to a Bankers' Acceptance purchased by the Lender hereunder, an amount (rounded to the nearest whole cent) determined on the date that the Bankers' Acceptance is accepted that is equal to:

(i) the face amount of the Bankers' Acceptance;

(ii) divided by the sum of one plus the product of (i) CDOR, and (ii) a fraction, where the numerator is the number of days to maturity of the Bankers' Acceptance from the date of acceptance (including the date of acceptance, but excluding the date of maturity) and the denominator is the number of days in the applicable calendar year; and

(iii) minus the applicable BA Stamping Fee.

(l) "**BA Stamping Fee**" means, with respect to a Bankers' Acceptance, an acceptance or stamping fee equal to the product of: (a) the BA Stamping Fee Rate; (b) the face amount of the Bankers' Acceptance; and (c) a fraction, where the numerator is the number of days to maturity of the Bankers' Acceptance from the date of acceptance (including the date of acceptance, but excluding the date of maturity) and the denominator is the number of days in the applicable calendar year.

(m) "**BA Stamping Fee Rate**" means, with respect to a Bankers' Acceptance, the percentage rate per annum in the column entitled "BA Stamping Fee Rate" in the definition of Applicable Margin that corresponds to the Total Funded Debt to Combined EBITDA Ratio then in effect.

(n) "**Bankers' Acceptance**" means a depository bill, as defined in the Depository Bills and Notes Act (Canada), denominated in Canadian Dollars that is in the

form of a Draft signed by the Borrower and accepted by the Lender as contemplated by Section 4.3.

(o) "**Banking Day**" means (a) for all purposes other than as covered by (b), a day, other than a Saturday or a Sunday, on which banks are open for business in Toronto, Ontario; and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, SOFR Advances, any day other than (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(p) "**Bankruptcy and Insolvency Law**" has the meaning specified in Section 13.1(g).

(q) "**Base Rate**" means, at any time the rate of interest per annum equal to the higher of (i) the variable annual rate of interest established by the Lender from time to time as its reference rate then in effect for determining rates of interest on US Dollar commercial loans to its customers in Canada and designated as its US Base Rate; and (ii) the Federal Funds Effective Rate plus 1.00% per annum; in each case adjusted automatically with each change in the established, quoted or published rate, all without necessity of notice to the Borrower. Provided that, if at any time the Base Rate determined as above would be less than zero, the Base Rate shall be deemed to be equal to zero.

(r) "**Base Rate Advance**" means an Advance in US Dollars to which the Base Rate is applicable.

(s) "**Borrower**" means QM LP and its successors and permitted assigns.

(t) "**Borrowing**" means utilization by the Borrower of any of the Credit Facilities by way of Advances.

(u) "**Business**" means the business carried on by the Borrower and the other Obligors in connection with environmental and industrial services.

(v) "**Canadian Dollars**" and the symbol "**CDN$**" each means the lawful money of Canada in same day immediately available funds.

(w) "**Capital Expenditures**" means, with respect to any period, the aggregate of all expenditures whether paid in cash or accrued as liabilities by a Person during such period which in conformity with GAAP should be classified as a fixed or capital asset on the balance sheet of such Person, less any (i) expenditures to the extent financed with net proceeds from Asset Dispositions, and (ii) expenditures to the extent financed with insurance proceeds and condemnation awards received on account of any event of loss to the extent any such amounts are actually applied to replace, repair or reconstruct the damaged property or property affected by the condemnation or taking in connection with such event of loss.

(x) "**Capital Lease**" means a lease of (or other agreement conveying the right to use) immovable (real) property or movable (personal) property, which is classified and accounted for as a capital lease on an Obligor's balance sheet under GAAP

(y) "**Capital Lease Obligations**" shall mean, as to any Person, the obligations of such Person to pay rent or other amounts under a Capital Lease, which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

(z) "**Capital Stock**" means any and all shares (including any preferred shares), interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership units and any and all warrants, rights or options to purchase any of the foregoing, whether voting or non-voting.

(aa) "**Cash Equivalent**" means, at any time, (a) any evidence of Debt, maturing not more than one year after such time, issued or guaranteed by the Canadian Government, the United States Government or any agency thereof, (b) commercial paper, or corporate demand notes, in each case (unless issued by the Lender) rated at least A-l by Standard & Poor's Ratings Group or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit (or time deposit represented by a certificate of deposit) or Bankers' Acceptance maturing not more than one year after such time, or any overnight Federal Funds transaction that is issued or sold by the Lender (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than US$500,000,000), (d) any repurchase agreement entered into with the Lender (or commercial banking institution of the nature referred to in clause (c) above) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of the Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements; and (f) other short-term liquid investments approved in writing by the Lender.

(bb) "**CDOR**" means, for any day and relative to Bankers' Acceptances, the stated average of the annual rates expressed as a percentage that appears on the display referred to as the "CDOR Page" (or any substitute therefor) of Refinitiv Benchmark Services (UK) Limited (or any successor thereto or Affiliate thereof) at 10:15 a.m. (Toronto Time) on such day (or, if such day is not a Banking Day, on the immediately preceding Banking Day) for Canadian Dollar Bankers' Acceptances issued on that day having a term equal or comparable to the term of such Bankers' Acceptances; provided that:

(i) if such rate does not appear on the CDOR Page at such time on such day, then CDOR for that day will be the discount rate expressed as the average percentage rate per annum, rounded (if necessary) to the nearest 1/100 of

1%, as of 10:00 a.m. (Toronto Time) on the date at which the Lender is offering to purchase Bankers' Acceptances accepted by it having an aggregate face amount and term equal or comparable to the term of such Bankers' Acceptances; and

(ii) if, at any time, CDOR determined as above would be less than zero, then CDOR shall be deemed to be equal to zero.

(cc) "**Change of Control**" means:

(i) the direct or indirect sale, transfer, assignment, exchange, lease, release, license or other Asset Disposition to a third party by an Obligor of all or substantially all of the assets of such Obligor to the extent not otherwise permitted hereunder; or

(ii) if WeShall Investments Inc. ceases to own 89% of the partnership units of Quantum Holding LP or 90% of the shares of QM GP Inc.; or

(iii) if Quantum Holdings LP, ceases to own 99.90% of the partnership units of each of QMF LP, the Borrower, TWT LP and 100% of the shares of Highpoint Environmental Services Inc., unless otherwise consented to by the Lender.

(dd) "**Closing Date**" means June 6, 2023, or such other date as determined by the parties to this Agreement.

(ee) "**Combined EBITDA**" means, for any period, in respect of the Obligors on a combined basis (excluding, for greater certainty, TS LP), the Combined Net Income of the Obligors for such period, plus (to the extent deducted in the calculation of Combined Net Income, and without duplication): (a) the Consolidated Interest Expense of the Obligors; (b) income Taxes attributable to the Obligors (or a partner of an Obligor which is a limited partnership), determined on a consolidated basis in accordance with GAAP; (c) depreciation and amortization for such period determined on a consolidated basis in accordance with GAAP; (d) revenues, expenses, cash fees and other distributions received from Joint Ventures (to the extent not included in the calculation of Net Income); (e) any extraordinary, unusual or non-recurring items reducing Combined Net Income of the Obligors for such period; (f) cost savings and synergies related to Permitted Acquisitions that are reasonably identifiable, factually supportable and projected by the Borrower in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken within six months after any Permitted Acquisition, provided that they do not, in the aggregate, exceed 10% of Combined EBITDA per annum (after giving effect to any Permitted Acquisition during such applicable Fiscal Year); (g) for Fiscal Year 2022 only, the total settlement amount for the Ruttan Litigation up to CDN$8,000,000; (h) for Fiscal Year 2022 only, up to CDN$1,100,000 for severance payments; (i) for Fiscal Year 2023 only, up to CDN$1,600,000 for severance payments; (j) reasonable fees and expenses

relating to Permitted Acquisitions up to CDN$1,000,000 per Permitted Acquisition; (k) any non-cash items reducing Combined Net Income for such period, minus (i) any extraordinary, unusual or non-recurring items increasing Combined Net Income of the Obligors for such period, and (ii) any non-cash items increasing Combined Net Income of the Obligors for such period. EBITDA of any closed Permitted Acquisition shall be included on a pro-forma basis, calculated as though such Permitted Acquisition had been acquired on the first day of such period; provided that it is acknowledged and agreed that the combined EBITDA of the Joint Ventures added to Combined Net Income in accordance with clause (d) shall not be greater than 20% of Combined EBITDA (and any excess shall be excluded for the purposes of clause (d)).

(ff) "**Combined Net Income**" of a Person for any period, means the combined net income (or loss) of the Obligors (excluding, for greater certainty, TS LP) for such period, determined on a consolidated basis in accordance with GAAP.

(gg) "**Compliance Certificate**" means a compliance certificate substantially in the form of Exhibit A hereto.

(hh) "**Consolidated Interest Expense**" means, with respect to any Person for any period, without duplication, interest expense of such Person calculated on a consolidated basis and in accordance with GAAP as the same would be set forth or reflected in a consolidated statement of earnings of such Person and, in any event and without limitation, shall include:

(i) all interest accrued or payable in respect of such period;

(ii) all fees (including standby, letter of credit, guarantee, commitment and bankers' acceptances fees) accrued or payable in respect of such period, prorated (as required) over such period;

(iii) any difference between the face amount and the discount proceeds of any bankers' acceptances, commercial paper and other obligations issued at a discount, prorated (as required) over such period; and

(iv) the interest component of Capital Lease Obligations.

(ii) "**Contaminant**" means any pollutants, dangerous or hazardous substances, liquid or solid waste, industrial waste, hauled liquid waste, toxic substances, hazardous wastes or materials or contaminants as defined or dealt with in any Environmental Law.

(jj) "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**Controlled**" have meanings analogous thereto.

(kk) "**Conversion**" means a conversion or deemed conversion of an Advance under the Revolving Facility or the Term Facility into another type of Advance under the same Credit Facility and denominated in the same currency.

(ll) "**Conversion Date**" means the date specified by the Borrower in the Notice of Conversion as the date on which it has elected to convert, or on which this Agreement requires the conversion of, an Advance under the Revolving Facility or the Term Facility into another type of advance under the same Credit Facility and denominated in the same currency.

(mm) "**Credit Facilities**" means collectively the Revolving Facility and the Term Facility.

(nn) "**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for bi-lateral business loans; provided, that if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion.

(oo) "**Debt**" means all indebtedness of any Obligor and includes, without duplication (in each case, whether such indebtedness is with full or limited recourse):

(i) any obligation of any Obligor for borrowed money;

(ii) any obligation of any Obligor evidenced by a bond, debenture, note or other similar instrument;

(iii) any obligation of any Obligor for the deferred purchase price of property or services, including earn-outs, balances of sale and holdbacks relating to Permitted Acquisitions, except a trade account payable that arises in the ordinary course of business;

(iv) the Capital Lease Obligations of any Obligor;

(v) any obligation of any Obligor under any Subordinated Debt;

(vi) any obligation of any Obligor to reimburse any other Person in respect of amounts drawn or drawable under any letter of credit or other guarantee, including any corporate guarantee, or under any bankers' or trade acceptance issued or accepted by such other Person, whether contingent or non-contingent;

(vii) any Debt of others secured by a Lien on any Asset of any Obligor; and

(viii) any Debt of others guaranteed by any Obligor.

(pp) "**Default**" means any event or circumstance which constitutes an Event of Default or which, with the giving of notice or lapse of time or both would, unless cured or waived, constitute an Event of Default.

(qq) "**Distribution**" means any payment in cash by an Obligor (i) that provides an income (including interest or dividend) or a return on, or constitutes a distribution, redemption or purchase of, the Capital Stock of a Person (other than by way of the issuance of new equity interests and the payment of cash in lieu of the issuance of fractional shares), or (ii) to any shareholder, employee, management, director or officer of a Person out of the ordinary course of business, including, without limitation, any management fees, consulting fees, royalties, salary, bonus, commission, directors' fees or (iii) to any holder of Subordinated Debt or to any shareholder, employee, management, director or officer of any holder of Subordinated Debt (other than by way of the issuance of new equity interests in satisfaction of such Subordinated Debt and the payment of cash in lieu of the issuance of fractional shares), provided that none of the following shall constitute a Distribution: (a) dividends, distributions by any Obligor to another Obligor or advances or payments on account of intercompany loans by any Obligor to another Obligor, (b) any payment of salary, bonuses or commissions (other than remuneration or bonuses in excess of commercially reasonable amounts) to officers or employees in the ordinary course of business and consistent with past practice, (c) reasonable and ordinary course payments supportable to the Canada Revenue Agency (Income Tax) made pursuant to and in accordance with the terms of the management agreement between an Obligor and WeShall Investments Inc., (d) any payments or distributions to any direct or indirect parent or partner of an Obligor to reimburse such parent or partner for actual costs and expenses (including its proportionate share of any overhead) incurred by such parent or partner on behalf of an Obligor and (e) any payments in respect of the allocation of any income Taxes payable by any partner of any Obligor which is a limited partner.

(rr) "**Drawdown**" means (a) a Prime Rate Advance; (b) a SOFR Advance; (c) a Base Rate Advance; (d) the issuance of a Bankers' Acceptance; or (e) the issuance of a Letter of Credit, in each case by the Lender at the request of the Borrower, and other than as a result of a Conversion, Rollover, or drawing under a Letter of Credit.

(ss) **"Drawdown Date**" means a day which the Borrower has notified the Lender in a Notice of Borrowing Revolving Facility or a Notice of Borrowing Term Facility as the date on which the Borrower requests an Advance in accordance with this Agreement.

(tt) "**EBITDA**" means for any period, in respect of a Permitted Acquisition the net income of the target for such period, plus: (a) interest expense; (b) income Taxes (c) depreciation and amortization for such period determined on a consolidated basis in accordance with GAAP; and (d) any extraordinary, unusual or non-

recurring items reducing net income of the target for such period as outlined in a quality of earnings report (if applicable, in accordance with clause (x) of the definition of Permitted Acquisition) prepared by a nationally recognized accounting firm.

(uu) "**Eligible Assignee**" has the meaning specified in Section 16.1(d).

(vv) "**Environmental Activity**" means any activity, event or circumstances in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release, escape, leaching, dispersal or migration into the natural environment, including the movement through or in the air, land surface or subsurface strata, surface water or groundwater.

(ww) "**Environmental Laws**" means any and all Applicable Laws, codes, standards, requirements, policies, guidelines, approvals, notices, permits or directives relating to pollution or protection of human health and safety or the environment or any Environmental Activity.

(xx) "**Equivalent Amount**" mean, with respect to any two currencies, the amount obtained in the selected currency when an amount in the other currency is translated into the selected currency, using such rate as the Lender may in its sole discretion, consistent with the Lender's customary practice for commercial loans being administered by it.

(yy) "**Event of Default**" means any of the events specified in Section 13.1.

(zz) "**Excluded Tax**" means any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to a Lender, (a) a Tax imposed on or measured by net income or capital (however denominated), franchise Taxes, branch profits Taxes, or similar Taxes, in each case (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) , or (ii) that are imposed by reason of any other present or former connection with the taxing jurisdiction, other than the execution, delivery and performance of its obligations, receipt of any payment, receipt or perfection of a security interest, enforcement, sale or assignment of an interest in any Loan under this Agreement or the other Loan Documents (b) Taxes imposed by reason of the failure of the Lender to comply with its obligations under this Agreement (c) any Canadian federal withholding Taxes imposed on the payment as a result of having been made to the Lender that, at the time of making such payment, (i) is a person with which an Obligor does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)), or (ii) is a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of an Obligor or does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)) with such a "specified shareholder" (other than where

the non-arm's length relationship arises, or where the Lender is a "specified shareholder" or does not deal at arm's length with a "specified shareholder", in connection with or as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document), and (d) withholding Taxes imposed under FATCA.

(aaa) "**Federal Funds Effective Rate**" for any day, means the rate on overnight federal funds transactions calculated by the Federal Reserve Bank of New York as the federal funds effective rate, as published on the next succeeding Banking Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Banking Day, the average of the quotations for that day on overnight federal funds transactions received by the Lender from three depository institutions of recognized standing selected by the Lender.

(bbb) "**Fixed Charge Coverage Ratio**" means, for any period, the ratio of (a) Combined EBITDA minus (i) income Taxes attributable to the Obligors (or a partner of an Obligor which is a limited partnership) paid in cash; (ii) Unfunded Capital Expenditures; and (iii) cash Distributions (other than one or more Distributions not exceeding $35,000,000 from the proceeds of the Term Facility to WeShall Investments Inc., 2539593 Ontario Inc. or any other non-Obligor), divided by (b) debt service (defined as interest paid and scheduled principal payments on Total Funded Debt on a twelve month trailing basis), in each case in respect of the Obligors, on a consolidated basis.

(ccc) "**Fiscal Year**" means the fiscal year of the Borrower ending on December 31 of each calendar year.

(ddd) "**GAAP**" means generally accepted accounting principles, conventions, rules and procedures which are in effect from time to time in Canada as published in the CPA Canada Handbook-Accounting, applied on a consistent basis, which for certainty, shall be interpreted to be the Accounting Standards for Private Enterprises (ASPE).

(eee) "**Governmental Authority**" means: (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances; (b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof; and (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

(fff) "**Guarantors**" means all QM GP Inc., QMF LP, TWT LP, Quantum Holdings LP, Highpoint Environmental Services Inc. and any Person who is required to become a Guarantor in accordance with Section 11.1(h). For clarity, QM Environmental Inc. and QM Environmental USA Inc. are not Guarantors as of the Closing Date.

(ggg) "**Hedging Arrangements**" means, for any period and for any Person, any arrangement, transaction or combination of transactions between such Person and any other Person commonly considered to be a derivative, swap or hedging transaction, including interest rate swaps, basis swaps, forward interest rate transactions, commodity swaps, interest rate options, forward foreign exchange transactions, cap, floor and collar transactions, currency swaps, cross-currency interest rate swaps, currency options and any other similar transaction (including any option with respect to any of such transactions or arrangements and any swap or derivative related to any index).

(hhh) "**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed with respect to any payment made by or on account of any obligation of the Borrower under this Agreement or any Loan Document, and (b) to the extent not otherwise described in (a), Other Taxes.

(iii) **"Intellectual Property**" shall mean any intellectual or intangible property (whether owned or licensed) including, without limitation, trademarks, trademark registrations and applications, service marks, service mark registrations and applications, trade names, trade name registrations and applications, corporate names and fictitious names, copyrights, copyright registrations and applications, works of authorship, patents, patent applications, industrial designs, industrial design registrations and applications, integrated circuit topographies, integrated circuit topographies applications and registrations, design rights, inventions, trade secrets, data, technical information, designs, plans, specifications, designs, formulas, processes, patterns, compilations, devices, techniques, mask works, mask work registrations and applications, methods, shop rights, know-how, show-how, and other business or technical confidential or proprietary information in each case whether or not such rights are patentable, copyrightable, or registerable; software and computer hardware programs and systems, source code, object code, databases, and documentation relating to the foregoing; all domain names, internet addresses, internet sites and social media including, without limitation, all related accounts, names and content; and other proprietary information owned, controlled, created, under development or used by or on behalf of any Person in whole or in part and whether or not registerable or registered, and any registrations or applications for the foregoing.

(jjj) "**Interest Payment Date**" means the Revolving Facility Maturity Date or the Term Facility Maturity Date, as applicable, and:

(i) as to any Prime Rate Advance or Base Rate Advance, the last Banking Day of each and every month;

(ii) as to any Bankers' Acceptance or SOFR Advance having an Interest Period of three months or shorter, the last day of such Interest Period;

(iii) as to any SOFR Advance having an Interest Period longer than three months, the respective dates that fall every three months after the

beginning of such Interest Period and on the last day of such Interest Period;

(kkk) "**Interest Period**" means:

(i) with respect to any Prime Rate Advance or Base Rate Advance, the period commencing on the Drawdown Date or Conversion Date, as the case may be and ending on the date the Borrower selects for the repayment or conversion of such Advance;

(ii) with respect to any SOFR Advance, the period commencing on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, with respect to such SOFR Advance and ending on the numerically corresponding day that is one, three or six months thereafter (in each case, subject to the availability thereof), as selected by the Borrower in its Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Notice of Rollover or Notice of Conversion given with respect thereto;

(iii) with respect to any Bankers' Acceptance, the period commencing on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, and ending one, two or three months thereafter, as selected by the Borrower in the Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Notice of Rollover or Notice of Conversion;

provided that, in any case, (i) the last day of each Interest Period shall also be the first day of the next Interest Period with respect to any Rollover, (ii) if any Interest Period would otherwise end on a day that is not a Banking Day, such Interest Period shall be extended to the next succeeding Banking Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Banking Day, (iii) no Interest Period shall extend beyond the Revolving Facility Maturity Date or Term Facility Maturity Date, (iv) any Interest Period that begins on the last Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Banking Day of a calendar month, and (v) Interest Periods commencing on the same date for SOFR Advances that are part of the same Borrowing shall be of the same duration.

(lll) "**Investment**" means any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

(mmm) "**Joint Venture**" means the commercial collaboration between an Obligor and an arm's-length third party for a single purpose project or a continuing business formed as a partnership or corporation, the partnership units or shares of which are owned by each joint venture party. As of the Closing Date, the following

Persons are the only Joint Ventures: QM Points Contracting LP, DB/QM JV Inc. and ECC/Quantum Murray LP.

(nnn) "**Land**" means real property (including a leasehold interest therein) and all buildings, improvements, fixtures and plant situated thereon.

(ooo) "**Lender**" means The Bank of Nova Scotia and its successors and assigns in accordance with this Agreement.

(ppp) "**Lender's Counsel**" means Gardiner Roberts LLP.

(qqq) "**Letter of Credit**" means a standby letter of credit issued by the Lender (as issuing bank) at the request of the Borrower (as applicant).

(rrr) "**Letter of Credit Agreement**" means an application and indemnity agreement in the Lender's standard form pursuant to which, among other things, the Borrower requests that the Lender issue a Letter of Credit and undertakes to reimburse and indemnify the Lender for all amounts drawn under, and all other liability incurred by the Lender as a result of issuing the corresponding Letter of Credit.

(sss) "**Letter of Credit Fee Rate**" means, with respect to a Letter of Credit, 1% per annum.

(ttt) "**Lien**" means a mortgage, prior claim, pledge, privilege, lien, charge or other encumbrance in the nature of a security interest in any Assets or a pledge or hypothecation thereof or any assignment by way of security, conditional sale agreement or other title retention agreement or equipment trust relating thereto or any other arrangement having the effect of security for payment of any debt, liability or obligation.

(uuu) "**Liquidity Cushion**" means the sum of Unrestricted Cash and the Available Revolving Facility Commitment.

(vvv) "**Loan**" means, as at any time, the Revolving Loan or the Term Loan at such time.

(www) "**Loan Documents**" means, collectively, this Agreement, each Security Document, all documents in connection with cash management arrangements, any treasury management arrangements or agreements, credit card arrangements, Hedging Arrangements, and any other arrangements between the Lender and the Borrower, and all other documents, instruments and agreements executed or delivered by the Obligors in connection with this Agreement or any Borrowing or otherwise referred to or contemplated under or by this Agreement, as the same may be amended, amended and restated, supplemented or restated from time to time.

(xxx) "**Material Adverse Effect**" means any matter, event or circumstance that, either individually or in the aggregate could, in the opinion of the Lender, acting

reasonably, be expected to have a material adverse effect on, (i) the business, Assets, liabilities, financial position or operating results of the Obligors and their Subsidiaries, taken as a whole, (ii) the ability of the Obligors, taken as a whole, to perform any of their payment Obligations under or pursuant to any of the Credit Facilities or the Loan Documents in accordance with their respective terms, (iii) the validity or enforceability against any Obligor of any of the material Loan Documents to which it is a party, or (iv) or the priority ranking of any Lien granted to the Lender under the Security Documents, subject to Permitted Liens.

(yyy) "**Material Contracts**" means the contracts entered into by or assigned to any Obligor and any other contract to which any Obligor is a party that, if terminated and not replaced, could reasonably be expected to have a Material Adverse Effect, in each case, as amended, supplemented, replaced or restated from time to time.

(zzz) "**Notice of Borrowing Revolving Facility**" means an irrevocable notice substantially in the form of Exhibit B.

(aaaa) "**Notice of Borrowing Term Facility**" means an irrevocable notice substantially in the form of Exhibit C.

(bbbb) "**Notice of Conversion**" means an irrevocable notice substantially in the form of Exhibit D.

(cccc) "**Notice of Rollover**" means an irrevocable notice substantially in the form of Exhibit E.

(dddd) "**Notice of Optional Repayment**" means notice substantially in the form of Exhibit F (which notice may be conditioned upon the consummation of other events).

(eeee) "**Obligations**" means all obligations, indebtedness and liabilities of the Obligors to the Lender or any Affiliate thereof under or in connection with (i) this Agreement or any other Loan Documents, including all obligations, indebtedness and liabilities under the Credit Facilities, (ii) the Other Secured Obligations (defined below), and whether present or future, direct or indirect, absolute or contingent, matured or not, and wherever and however incurred.

(ffff) "**Obligors**" means collectively the Borrower and the Guarantors, and "Obligor" means any one of them.

(gggg) "**Optional Repayment Date**" means a day which the Borrower has notified the Lender in a Notice of Optional Repayment as the date on which the Borrower shall repay the Borrowings under the Credit Facilities, or a portion thereof.

(hhhh) "**Other Secured Obligations**" means as defined in Section 12.3.

(iiii) "**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are imposed by reason of any present or former connection with the taxing jurisdiction (other than the execution, delivery and performance of its obligations, receipt of any payment, receipt or perfection of a security interest, enforcement, sale or assignment of an interest in any Loan under this Agreement or the other Loan Documents) with respect to an assignment.

(jjjj) "**Participant**" has the meaning specified in Section 16.1(e).

(kkkk) "**Pension and Benefit Laws**" means the *Pension Benefits Standards Act* (Ontario), and any other law, rule, regulation, guideline, directive, order or notice of any Governmental Authority having jurisdiction over or affecting any Pension Plan.

(llll) "**Pension Plan**" means any plan, program, arrangement or understanding that is a pension plan for the purpose of any applicable pension benefits or Tax laws of Canada or a province or territory thereof (whether or not registered under any such laws) which is maintained, administered or contributed to by (in virtue of a legal obligation to maintain, administer or contribute to such a plan, program, arrangement or understanding) any Obligor in respect of any person's employment in Canada or a province or territory thereof with any Obligor, all related funding agreements and all related agreements, arrangement and understandings in respect of, or related to, any benefits to be provided thereunder or the effect thereof on any other compensation or remuneration of any employee, but excluding any statutory benefit plans which any Obligor is required to participate in or comply with, such as the Canada Pension Plan.

(mmmm) "**Permitted Acquisition**" means a non-hostile acquisition occurring after the Closing Date that meets all of the following requirements: (i) following which the Borrower will be in compliance with the financial covenants set forth in Section 11.2 on a proforma basis and no pro forma Event of Default shall have occurred and be continuing or would result from such acquisition; (ii) the target of which operates a business substantially similar to, or accretive to, the Business; (iii) the target of which is a Canadian or US based Person; (iv) the target business complies with the Anti-Terrorist Financing and Anti-Money Laundering Laws and its onboarding procedures, as determined by the Lender; (v) if not conducted by way of an asset purchase, allows the Borrower to acquire Control of the target and the Borrower shall cause the target to comply with the requirements of Section 11.1(h); (vi) simultaneously with the acquisition, previous Liens (if any) over the Assets of the target are released (other than Permitted Liens); (vii) if the Assets acquired include owned real property, the Borrower shall deliver to the Lender a satisfactory environmental due diligence report (if so required by the

Lender), and if satisfactory to the Lender, a first priority mortgage and general assignment of rents which shall be registered on title to such property; (viii) the Lender shall have received true and complete copies of the acquisition documents, financial statements and any other due diligence information that the Lender shall reasonably request; (ix) Total Funded Debt to Consolidated EBITDA<3.00:1.00; (x) a quality of earnings report is obtained to the satisfaction of the Lender for any acquisitions where the target has EBITDA greater than CDN$3,000,000; (xi) that would not be reasonably expected to have a Material Adverse Effect; and (xii) at the closing of transactions contemplated by the Permitted Acquisition, the Borrower shall have a minimum Liquidity Cushion equal to CDN$5,000,000.

(nnnn) "**Permitted Debt**" means:

(i) the Obligations;

(ii) any unsecured Debt owing by an Obligor to another Obligor;

(iii) Purchase Money Obligations and Capital Lease Obligations secured by Permitted Liens, provided that, (a) such Debt is incurred simultaneously with the acquisition of the financed asset, (b) such Debt, when incurred, shall not exceed the purchase price of the asset financed, and (c) the aggregate principal amount of Debt permitted by this subsection (iii) shall not exceed CDN$40,000,000 in the aggregate at any time outstanding;

(iv) unsecured Debt to trade creditors incurred in the ordinary course of business;

(v) any Debt owing on account of any earnout or vendor-take-back financing incurred in connection with any Permitted Acquisition, subject to providing the Lender with a subordination/postponement agreement, in a form satisfactory to the Lender; and

(vi) indebtedness owing in respect of any bonding facility, entered into in connection with an Obligors' performance obligations in connection with the ordinary course of Business, subject to providing the Lender with a subordination/postponement agreement, in a form satisfactory to the Lender. Notwithstanding the foregoing, (i) the aggregate total indebtedness owing to Intact Insurance Company and Atlantic Specialty Insurance Company, as surety, cannot exceed $150,000,000, without the prior written consent of the Lender; and (ii) no subordination/postponement agreement shall be obtained from Intact Insurance Company and Atlantic Specialty Insurance Company, as surety.

(oooo) "**Permitted Hedging Transactions**" means: Hedging Arrangements entered into by the Borrower with the Lender in the ordinary course of business.

(pppp) "**Permitted Investments**" means (i) Investments consisting of cash and Cash Equivalents, including deposit accounts and securities accounts; (ii) Investments resulting from or consisting of Permitted Acquisitions; (iii) Permitted Hedging Transactions; (iv) Investments by an Obligor to or in another Obligor; or (v) so long as Total Funded Debt to Consolidated EBITDA<3.00:1.0, Investments by an Obligor to a non-Obligor Subsidiary (including any Joint Venture) (provided that in connection with Investments funded under the Term Facility, such Total Funded Debt to Consolidated EBITDA shall be <3.50:1.00).

(qqqq) "**Permitted Liens**" means, as at any time, any one or more of the following:

(i) any Lien for Taxes, assessments or other governmental charges or levies not yet due or, if due, the validity of which is being contested diligently and in good faith by or on behalf of an Obligor by proper legal proceedings, provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(ii) any Lien of any judgment rendered or claim filed against an Obligor, which such Obligor or others on its behalf shall be contesting diligently and in good faith by proper legal proceedings, provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(iii) statutory or common law Liens of any landlord, carrier, warehousemen, mechanics, craftsman, workman, builder, contractor, supplier of materials, architect, engineer or subcontractor or any other similar Lien that secure amounts not overdue or that the validity of such Lien is being contested diligently and in good faith by or on behalf of such Obligor by proper legal proceedings; provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(iv) Liens imposed pursuant to applicable Canadian federal or provincial pension standards legislation in respect of a Pension Plan for amounts required to be remitted but not yet due;

(v) the Liens granted to the Lender under the Security Documents;

(vi) Liens incurred or deposits made in connection with contracts, bids, tenders or expropriation proceedings, surety, performance or appeal bonds, costs of litigation when required by law, public and statutory obligations, and warehousemen's, starers', repairers', carriers' and other similar Liens and deposits;

(vii) security or letters of credit given to a public utility or any municipality or government or to any statutory or public authority to secure obligations incurred to such utility, municipality, government or other authority in the

ordinary course of business and not at the time overdue and not then entitled to be drawn upon;

(viii) the right reserved to or vested in any Governmental Authority by any statutory provision;

(ix) Liens in connection with clauses (iii), (v) and (vi) of the definition of "Permitted Debt"; and

(x) Liens existing as of the Closing Date and set out in Schedule 1.1(CCCCC).

(rrrr) "**Person**" means any legal or natural person, corporation, company, firm, joint venture, partnership, whether general, limited or undeclared, trust, association, unincorporated organization, Governmental Authority or other entity of whatever nature.

(ssss) "**Prime Rate**" means, at any time the rate of interest per annum equal to the variable annual rate of interest established by the Lender from time to time as its reference rate then in effect for determining rates of interest on Canadian Dollar loans to its customers in Canada and designated as its Canadian Prime Rate, provided that in no event shall the Prime Rate be less than zero.

(tttt) "**Prime Rate Advance**" means an Advance in Canadian Dollars to which the Prime Rate is applicable.

(uuuu) "**Purchase Money Obligation**" means any secured Debt of an Obligor created or assumed to finance any part of the purchase price of real or tangible personal property, and including any extensions, renewals or refunding of any such Debt, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and the Lien given in respect of such Debt shall not extend to any asset other than the property acquired in connection with which such Debt was created or assumed, any proceeds thereof and fixed improvements, if any, erected or constructed thereon.

(vvvv) "**Release**" means discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

(wwww) "**Rollover**" means (a) with respect to any SOFR Advance, the continuation of all or a portion of such Advance for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto; and (b) with respect to Bankers' Acceptances, the issuance of new Bankers' Acceptances in respect of all or any portion of Bankers' Acceptances maturing at the end of an Interest Period.

(xxxx) "**Revolving Facility**" means the committed revolving credit facility in the maximum principal amount of CDN$40,000,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 2.

(yyyy) "**Revolving Facility Maturity Date**" means the earlier of (i) three (3) years from the Closing Date; and (ii) the date on which the Credit Facilities are terminated in accordance with Section 13.2.

(zzzz) "**Revolving Loans**" means, at any time, the aggregate outstanding amount of all Advances under the Revolving Facility at such time.

(aaaaa) "**Ruttan Litigation**" means, as of the Closing Date, the arbitration proceedings between the Province of Manitoba and the Borrower regarding breach of contractual terms pertaining to the remediation project undertaken by the Borrower at the Ruttan Mine site in the Province of Manitoba.

(bbbbb) "**Sanctioned Person**" means any Person that is: (a) designated under, listed on, or owned or controlled by a Person designated under or listed on, or acting on behalf of a Person designated under or listed on, any list of Persons who are subject to Sanctions under Applicable Law that is binding on the Lender or any Obligor; (b) located in, incorporated under the laws of, or owned or controlled (directly or indirectly) by, or acting on behalf of a Person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (c) with whom the Lender would not be permitted to make a loan, continue to make a loan or provide financial accommodation to pursuant to any Sanctions.

(ccccc) "**Sanctions**" means any Applicable Law governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including, without limitation, the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), Part II.1 of the *Criminal Code* (Canada), and the *Export and Import Permits Act* (Canada), and any regulations thereunder.

(ddddd) "**Sanctions Authority**" means any of: (a) the government of Canada; (b) the government of the United States of America; (c) the United Nations Security Council; (d) the European Union; (e) His Majesty's Treasury of the United Kingdom; (f) the respective departments and agencies of any of the foregoing, including Foreign Affairs, Trade and Development Canada, Public Safety Canada, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; and (g) any other relevant and applicable sanctions authority.

(eeeee) "**Security Documents**" means collectively all present and future documents, agreements and instruments pursuant to which an Obligor grants a Lien to or for the benefit of the Lender, alone or together with any other Person, in any of its

collateral securing all or any part of the Obligations, including the documents listed in Section 12.1.

(fffff) "**SOFR Advance**" means an Advance in US Dollars which accrues interest calculated with reference to Term SOFR, and each Rollover in respect thereof.

(ggggg) "**Subordinated Debt**" of a Person means Debt of such Person which is validly and effectively subordinated and postponed in right of payment of principal, interest and premium, if any, to the payment in full of the Obligations (other than (x) contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made and (y) other payments agreed to by Lender pursuant to the applicable subordination or intercreditor agreement) by way of an agreement in form and substance satisfactory to the Lender.

(hhhhh) "**Subsidiary**" or "**Subsidiaries**" means the Borrower and each Guarantor and any other Person which now or hereafter is Controlled, directly or indirectly, by Quantum Holdings LP (other than any Joint Ventures or TS LP).

(iiiii) "**Tax**" means all taxes, assessments, levies, imposts, stamp taxes, duties, charges to tax, fees, deductions, withholdings and any restrictions or conditions resulting in a charge imposed, levied, collected, withheld or assessed as of the date of this Agreement or at any time in the future, and all penalty, interest and other payments on or in respect thereof.

(jjjjj) "**Term Facility**" means the committed non-revolving term facility in the maximum principal amount of CDN$35,000,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 3.

(kkkkk) "**Term Facility Maturity Date**" means the earlier of (i) the date which is three (3) years from the Closing Date; and (ii) the date on which the Credit Facilities are terminated in accordance with Section 13.2.

(lllll) "**Term Loan**" means, at any time, the aggregate amount of all Advances under the Term Facility.

(mmmmm) "**Term SOFR**" means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the "**Term SOFR Determination Day**") that is two (2) Banking Days prior to the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Banking Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so

long as such first preceding Banking Day is not more than three (3) Banking Days prior to such Term SOFR Determination Day.

(nnnnn) "**Term SOFR Adjustment**" means, for any calculation with respect to a SOFR Advance, the percentage per annum set forth in the table below that corresponds to the applicable Interest Period therefor:

(i) One month: 0.10%

(ii) Three months: 0.15%

(iii) Six months: 0.25%

(ooooo) "**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Lender in its reasonable discretion).

(ppppp) "**Term SOFR Reference Rate**" means the per annum forward-looking term rate based on SOFR.

(qqqqq) "**Total Funded Debt**" means the principal amount of the Borrower's indebtedness (including the undrawn amount of all outstanding Letters of Credit and the value at maturity of all unmatured Bankers' Acceptances) to the Lender under this Agreement or any other Loan Document, Purchase Money Obligations and Capital Lease Obligations, Subordinated Debt, 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 over such Unrestricted Cash.

(rrrrr) "**Total Funded Debt to Combined EBITDA Ratio**" means the ratio of Total Funded Debt to Combined EBITDA on a 12 month trailing basis, in each case in respect of the Obligors on a consolidated basis.

(sssss) "**Unfunded Capital Expenditure**" shall mean any Capital Expenditure not funded with Capital Leases or third party Debt.

(ttttt) "**Unrestricted Cash**" means cash and Cash Equivalents of the Borrower that do not appear on the Borrower's balance sheet as restricted cash.

(uuuuu) "**US Dollars**" and the symbol "US$" each means the lawful money of the United States of America in same day immediately available funds.

(vvvvv) "**Withholding Agent**" means the Borrower and its administrative agents.

(wwwww) "**written**" or "**in writing**" shall include printing, typewriting, or any electronic means of communication capable of being visibly reproduced at the point of reception including telecopier and electronic data interchange.

1.2 Computation of Time Periods

In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

1.3 Headings and Table of Contents

The headings of Articles and Sections and the table of contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 References

Unless the context otherwise requires, all references to Sections, Articles and Schedules are to Sections, Articles and Schedules in this Agreement.

1.5 Singular and Plural; Gender

In this Agreement, where the context admits, the singular includes the plural and vice versa; and gender is used as a reference term only and applies with the same effect whether the parties are of masculine or feminine gender, corporate or other form.

1.6 GAAP

Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

All calculations of the components of financial information to be made to determine compliance by the Obligors with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as of the date hereof and used in preparation of the financial statements of the Obligors. In the event of the adoption by the Obligors of International Financial Reporting Standards (IFRS) (if not already adopted), or in the event of any material change in GAAP, the Borrower and the Lender shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Agreement as of the date hereof, and any new ratio or covenant shall be subject to the approval of the Lender. In the event that such negotiation is unsuccessful, all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as of the date hereof.

1.7 Definition of Borrower "Knowledge"

Any reference to the Borrower's "knowledge" set forth herein shall mean the actual knowledge, after commercially reasonable inquiry, of the Borrower's senior management.

1.8 Incorporation of Exhibits and Schedules

The following exhibits and schedules attached hereto shall, for all purposes hereof, form an integral part of this Agreement.

EXHIBIT A: COMPLIANCE CERTIFICATE
EXHIBIT B: NOTICE OF BORROWING REVOLVING FACILITY
EXHIBIT C: NOTICE OF BORROWING TERM FACILITY
EXHIBIT D: NOTICE OF CONVERSION
EXHIBIT E: NOTICE OF ROLLOVER
EXHIBIT F: NOTICE OF OPTIONAL REPAYMENT
SCHEDULE 1.1(CCCCC): PERMITTED LIENS
SCHEDULE 10.1(L): INTELLECTUAL PROPERTY
SCHEDULE 10.1(R): OBLIGORS' JURISDICTION ETC.
SCHEDULE 10.1(U): CORPORATE CHART
SCHEDULE 10.1(V): BANK ACCOUNTS
SCHEDULE 10.1(W): REAL PROPERTY
SCHEDULE 10.1(Z): INVESTMENT PROPERTY

ARTICLE 2 - REVOLVING FACILITY

2.1 Revolving Facility

Subject to the terms of this Agreement, the Lender agrees to make the Revolving Facility available to the Borrower in one or more Advances from the Closing Date until the Revolving Facility Maturity Date; provided that the Lender shall have no obligation to make any Advance if a Default or an Event of Default has occurred and is continuing under this Agreement.

2.2 Availability

The Revolving Loans shall not at any time exceed CDN$40,000,000 or the Equivalent Amount in US Dollars. The aggregate face value of all Letters of Credit outstanding at any one time shall not exceed CDN$8,000,000 or the Equivalent Amount in US Dollars.

2.3 Use of Proceeds

The Borrower agrees to use the proceeds of the Revolving Facility for Permitted Acquisitions, to repay existing indebtedness and for general working capital and general corporate requirements.

2.4 Advances under Revolving Facility

(a) Subject to the terms and conditions hereof from time to time, from the date hereof until the Revolving Facility Maturity Date, the Borrower may borrow from the Lender up to the amount available under the Revolving Facility pursuant to Section 2.2 above in Canadian Dollars by way of Prime Rate Advances, Bankers'

Acceptances, and Letters of Credit and in US Dollars by way of Base Rate Advances, SOFR Advances and Letters of Credit (provided that the maximum amount of the Letters of Credit outstanding at any one time cannot exceed CDN$8,000,000 or the Equivalent Amount in US Dollars) and provided the amount of such Bankers' Acceptances shall be at least $500,000, with a term of either 1, 2 or 3 months and SOFR Advances shall be at least $500,000, with terms of 1, 3 or 6 months, subject to market availability.

(b) The Notice of Borrowing Revolving Facility shall be irrevocable and binding on the Borrower and the Drawdown Date shall be a Banking Day.

(c) Within the limits of Section 2.2 above and subject to the other terms and conditions of this Agreement, the Borrower may borrow under this Section 2.4(c), repay pursuant to Section 5.2 and re-borrow under this Section 2.4.

2.5 Letters of Credit

(a) **Letters of Credit.** If the Borrower wishes the Lender to issue a Letter of Credit under the Revolving Facility, the following terms and conditions shall apply:

(i) the Borrower shall submit a Notice of Borrowing Revolving Facility at least five (5) Banking Days prior to the date of issuance of the applicable Letter of Credit together with an executed Letter of Credit Agreement, the terms of the Letter of Credit that the Borrower is requesting, and such other documents or information as the Lender may require;

(ii) no Letter of Credit shall have a maturity date that is greater than one year from the date of its issuance or which extends beyond one month prior to the Revolving Facility Maturity Date;

(iii) the Lender shall not have any obligation to issue any Letter of Credit that is not in a form, and on such terms as are, satisfactory to the Lender in its sole discretion;

(iv) except as may be expressly provided in a Notice of Borrowing Revolving Facility, Letters of Credit will be issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600 (UCP 600) or the International Standby Practices 1998, ICC Publication No. 590 (ISP98), as applicable, or any more recent versions thereof;

(v) the maximum amount available to be drawn under each Letter of Credit shall be deemed to be an Advance under the Revolving Facility, which Advance shall be retired upon the earlier of (A) the date the Letter of Credit is returned to the Lender for cancellation, (B) the expiry date of the Letter of Credit, or (C) to the extent of the amount of a drawing under the Letter of Credit, the date on which a drawing under the Letter of Credit is

either repaid or deemed to be a Prime Rate Advance or Base Rate Advance, as applicable, under the Revolving Facility pursuant to Section 2.4(a); and

(vi) the Lender may, in its sole discretion, use any agent or correspondent to advise, confirm or issue a Letter of Credit or take any other action in connection with a Letter of Credit.

(b) **Letter of Credit Fees and Expenses**.

(i) as a condition precedent to the issuance or renewal of any Letter of Credit, the Borrower shall pay to the Lender a fee (the "**Letter of Credit Fee**") which shall be calculated by multiplying (A) the maximum amount available under the Letter of Credit by (B) the Letter of Credit Fee Rate and by (C) the fraction of a calendar year that the Letter of Credit will be available for.

(ii) in addition to the Letter of Credit Fee, and without limiting the Borrower's obligations under any Letter of Credit Agreement, the Borrower shall pay to the Lender all of the Lender's normal charges, fees and expenses incurred by the Lender in connection with the issuance, maintenance, amendment or administration of a Letter of Credit by the Lender on demand by the Lender.

(c) **Drawings Under Letters of Credit.** If at any time, the Lender receives a demand for payment under a Letter of Credit:

(i) the Lender shall notify the Borrower of such demand;

(ii) the Borrower shall reimburse the Lender for all amounts paid out by the Lender as a result of such demand in accordance with the terms and conditions of the relevant Letter of Credit Agreement; and

(iii) amounts not paid when due under any Letter of Credit Agreement shall be deemed to be Prime Rate Advances or Base Rate Advances, as applicable made under the Revolving Facility on the date such amounts were due under the relevant Letter of Credit Agreement.

(d) **Indemnity.** Without in any way limiting the obligations of the Borrower under any Letter of Credit Agreement or under any other Loan Document, the Borrower unconditionally agrees that it shall indemnify and hold the Lender harmless from and against all losses, damages, liability, costs and expenses (including without limitation, legal fees and expenses) incurred by the Lender in connection with each Letter of Credit, except where, and to the extent that, such losses, damages, liability, costs or expenses directly arise from the gross negligence or wilful misconduct of the Lender.

(e) **Cash Collateral Requirements**.

(i) if (A) any Letter of Credit is outstanding on the Revolving Facility Maturity Date, (B) an Event of Default has occurred and is continuing, (C) any Letter of Credit is the subject matter of any order, judgment, injunction or other such determination restricting payment under such Letter of Credit or extending the Lender's liability beyond the expiration date stated in such Letter of Credit, or (D) the Borrower wishes to prepay its obligations under or in respect of a Letter of Credit in accordance with Section 6.2, then the Borrower shall forthwith on demand by the Lender, pay to the Lender an amount in cash or Cash Equivalents in the currency of the Lender's obligations under each applicable Letter of Credit equal to the undrawn principal amount of all outstanding Letters of Credit plus an amount reasonably determined by the Lender to cover its fees, expenses and charges in connection with such Letters of Credit (the "**Cash Collateral**");

(ii) concurrently with the delivery of Cash Collateral to the Lender, the Borrower shall deliver to the Lender all such documentation as the Lender may require in order to create a security interest in the Cash Collateral in favour of the Lender, including (without limitation) a pledge, control or hypothecation agreement, and directors' resolutions; and

(iii) the Lender shall hold the Cash Collateral in an account (the "**LC Collateral Account**") as continuing security for the obligations of the Borrower to the Lender under or in connection with the Letter of Credit Agreement, and shall apply the Cash Collateral to any indebtedness, liability or obligation of the Borrower arising under or in connection with such agreement. In the event that a Letter of Credit matures or is returned for cancellation undrawn and (in each case) is not subject to an order described in Section 2.5(e)(i)(C), the Lender shall return the portion of the Cash Collateral corresponding to the undrawn amount of such Letter of Credit to the Borrower. Amounts held in the LC Collateral Account may not be withdrawn by the Borrower, however, interest on such deposited amounts (at the rates and in accordance with the then-prevailing practice of the Lender for accounts of such type) shall be for the account of the Borrower and may be withdrawn by the Borrower from time to time so long as no Event of Default is then occurring.

ARTICLE 3 - THE TERM FACILITY

3.1 Term Facility

Subject to the terms of this Agreement, the Lender agrees to make the Term Facility available to the Borrower by way of one or more Advances available to the Lender from the Closing Date to the six (6) month anniversary of the Closing Date,

provided that the Lender shall have no obligation to make any Advance if a Default or an Event of Default has occurred and is continuing under this Agreement. Any portion of the Term Facility not drawn on or before the six (6) month anniversary of the Closing Date, shall cease to be available and the limit of the Term Facility shall be reduced accordingly.

3.2 Use of Proceeds

The Borrower agrees to use the proceeds of the Advances under the Term Facility to (a) refinance the Borrower's existing Debt with the Lender under the Existing Commitment Letter (provided that, for greater certainty, no fee or penalty shall be payable on account of such refinancing of the indebtedness owing under the Existing Commitment Letter); (b) to finance the Distribution in the aggregate amount of $35,000,000 payable to WeShall Investments Inc. and 2539593 Ontario Inc.; and (c) to finance Permitted Acquisitions and Permitted Investments.

3.3 Advances under the Term Facility

(a) Subject to the terms and conditions hereof, from the Closing Date until the Term Facility Maturity Date, the Borrower may borrow from the Lender up to the amount available under the Term Facility pursuant to Section 3.2 above in Canadian Dollars by way of Prime Rate Advances or Bankers' Acceptances, provided the amount of Bankers' Acceptances shall be at least $500,000, with terms of 1, 2 or 3 months, subject to market availability

(b) The Notice of Borrowing Term Facility shall be irrevocable and binding on the Borrower and the Drawdown Date shall be a Banking Day.

ARTICLE 4 - DETAILS REGARDING ADVANCES AND PAYMENTS

4.1 Notice Provisions

(a) For each Drawdown, Rollover, Conversion and each optional repayment with respect to the Revolving Facility or Term Facility, as applicable, the Lender shall have received prior to noon (Toronto time) from the Borrower a Notice of Borrowing Revolving Facility, Notice of Borrowing Term Facility, Notice of Conversion, Notice of Rollover or a Notice of Optional Repayment:

(i) at least one (1) Banking Day prior to the date of Drawdown, Conversion, Rollover or Optional Repayment, as the case may be.

(ii) provided that Bankers' Acceptances and SOFR Advances may only be repaid on the last day of the applicable Interest Period.

(b) Subject to the terms and conditions of this Agreement, the Borrower may convert the whole or any part of any type of Advance in the same currency by giving the Lender a Notice of Conversion.

(c) Subject to the terms and conditions of this Agreement, the Borrower may Rollover any Bankers' Acceptances or SOFR Advances on the last day of the applicable Interest Period, by giving the Lender a Notice of Rollover.

(d) If the Borrower gives a Notice of Borrowing Revolving Facility, a Notice of Borrowing Term Facility, a Notice of Conversion, a Notice of Rollover, to the Lender in accordance this Section, the Lender shall, no later than 1:00 p.m. (Toronto time) on the Drawdown Date, Rollover Date, Conversion Date make or procure to be made the Borrowing available to the Borrower.

4.2 Conversion and Rollover

(a) Subject to the terms and conditions of this Agreement, upon giving the Lender a Notice of Conversion, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to convert:

(i) Bankers' Acceptances to Prime Rate Advances, provided that any such conversion can only be made on the last day of an Interest Period with respect thereto.

(ii) Prime Rate Advances to Bankers' Acceptances (which Conversion Notice must specify the length of the initial Interest Period).

(iii) SOFR Advances to Base Rate Advances, provided that any such conversion can only be made on the last day of an Interest Period with respect thereto.

(iv) Base Rate Advances to SOFR Advances (which Conversion Notice must specify the length of the initial Interest Period).

(b) Subject to the terms and conditions of this Agreement, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to Rollover any SOFR Advance upon the expiration of the then current Interest Period with respect thereto by giving the Lender a Notice of Rollover and provided that if the Borrower shall fail to give a Notice of Rollover for Rollovers, such SOFR Advance shall be converted automatically to a Base Rate Advance on the last day of such then expiring Interest Period;

(c) Subject to the terms and conditions of this Agreement, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to Rollover any Bankers' Acceptances upon the expiration of the then current Interest Period with respect thereto by giving the Lender a Notice of Rollover and provided that if the Borrower shall fail to give a Notice of Rollover for Rollovers, such Bankers' Acceptances shall be converted automatically to a Prime Rate Advance on the last day of such then expiring Interest Period.

4.3 Bankers' Acceptances

(a) Each Bankers' Acceptance issued under this Agreement shall:

(i) be dated the Drawdown Date on which it is issued; and

(ii) have a term to maturity of one, two or three months or such other period as may be agreed (subject to availability), as selected by the Borrower in the relevant Notice of Borrowing Revolving Facility, Notice of Borrowing Term Facility, Notice of Rollover or Notice of Conversion, provided that, no Bankers' Acceptance issued under the Revolving Facility shall have a maturity date that is after the Revolving Facility Maturity Date and no Bankers' Acceptance issued under the Term Facility shall have a maturity date that is after the Term Facility Maturity Date;

(b) The Borrower irrevocably appoints the Lender as its attorney-in-fact to sign, endorse and deliver on behalf of the Borrower drafts in the Lender's prescribed form for bankers' acceptances denominated in Canadian Dollars, each of which shall be binding upon the Borrower (each such executed draft, until it has been accepted by a Lender, is referred to as a "**Draft**"). The Lender may, at its option, execute any order in handwriting or by the facsimile, electronic or mechanical signature of any of its authorized officers, and the Lender is authorized to accept or pay, as the case may be, any Draft of the Borrower that purports to bear such a signature notwithstanding that the signatory has ceased to be an authorized officer of such Lender. Any such Draft or acceptance shall be as valid as if the individual were an authorized officer at the date of issue of the Draft or acceptance. The receipt by the Lender of a Notice of Borrowing of Revolving Facility, Notice of Borrowing Term Facility, Notice of Rollover or Notice of Conversion concerning a Drawdown, Conversion or Rollover of a Bankers' Acceptance shall be each Lender's sufficient authority to execute Drafts in accordance with such request.

(c) Upon acceptance by the Lender of a Draft, the Lender shall purchase on the applicable Drawdown Date, the Bankers' Acceptance accepted by it, for an aggregate purchase price equal to the BA Drawing Proceeds of such Bankers' Acceptance.

(d) The Borrower shall, upon acceptance of each Draft by the Lender, pay the BA Stamping Fee to the Lender, which fee shall be calculated on the face amount of the Draft for the number of days from the date of acceptance to the date of its maturity based on a year of 365 or 366 days, as the case may be. The BA Stamping Fee shall be deducted from the proceeds of the corresponding Draft as provided in the definition of "BA Drawing Proceeds."

(e) On the maturity date of each Bankers' Acceptance, the Borrower shall pay to the Lender, in Canadian Dollars, an amount equal to the face amount of such Bankers' Acceptance. If the Borrower does not make such payment on the maturity date, such amount shall be deemed to be a Prime Rate Advance made to the Borrower from the Lender on such maturity date.

4.4 Minimum Amounts

(a) Each Drawdown, Conversion or Rollover made under this Agreement of the following types of Advances shall be in the following amounts:

(i) Prime Rate Advances and Bankers' Acceptances in connection with the Term Facility shall be in minimum principal amounts of CDN$250,000 and in integral multiples of CDN$50,000;

(ii) Prime Rate Advances and Base Rate Advances in connection with the Revolving Facility shall be in minimum principal amounts of CDN$250,000 and in integral multiples of CDN$100,000; and

(iii) Bankers' Acceptances and SOFR Advances in connection with the Revolving Facility shall be in minimum aggregate amounts of CDN$500,000 and in integral multiples of CDN$100,000.

ARTICLE 5 - REPAYMENT AND REDUCTION

5.1 Mandatory Repayment of the Loans

(a) **Revolving Facility.** The Borrower covenants and agrees that on the Revolving Facility Maturity Date it shall repay in full to the Lender the principal amount then outstanding under the Revolving Facility together with all unpaid interest accrued thereon and all other Obligations (other than contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made) under the Credit Facilities and under or pursuant to this Agreement and the other Loan Documents.

(b) **Term Facility**. The Term Facility shall amortize at a rate equal to five percent (5%) per annum. The Borrower shall permanently repay the principal amount of all Advances under the Term Facility, by way of equal quarterly installments (commencing on the first full quarter after the Closing Date), which shall be payable on the last Banking Day of each quarter and a bullet payment on the Term Facility Maturity Date; provided further that Borrower shall repay all Obligations then outstanding under or in connection with the Term Facility, including the Term Loan, all accrued interest, fees and other amounts then unpaid with respect to such Advances, in full on the Term Facility Maturity Date and the Term Facility shall be automatically terminated on the Term Facility Maturity Date. Notwithstanding the foregoing, where Total Funded Debt to Combined EBITDA is <2.25:1.00 as at any fiscal quarter, the Borrower shall not be required to make principal payments until such time as the Total Funded Debt to Combined EBITDA is ≥ 2.25:1.00.

(c) **Asset Dispositions/Insurance Proceeds/Debt and Equity.** In addition to the repayment requirements set out in clause (a) and (b) directly above, the Borrower shall repay the Credit Facilities from (i) proceeds of Asset Dispositions (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith) made outside of the ordinary course of business of any Obligor and not in accordance with Section 11.3(d), above an aggregate amount of CDN$1,000,000 in any fiscal year of such Obligor and not otherwise reinvested by such Obligor in an existing or new Asset within 180 days of receipt of such proceeds, provided that the Borrower delivers evidence reasonably satisfactory to the Lender that such replacement Asset has been acquired together with particulars and details of such replacement Asset; (ii) insurance and condemnation proceeds not otherwise reinvested by any Obligor in an existing or new Asset of such Obligor within 90 days after the receipt of such proceeds and provided further that the Borrower delivers evidence to the reasonable satisfaction of the Lender of such reinvestment; (iii) 100% of the proceeds of Debt (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith) other than Permitted Debt within two (2) Banking Days following the incurrence of such Debt; and (iv) 100% of the proceeds of any issuance of Capital Stock of any Obligor (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith), other than any issuance to an employee or director of any Obligor in connection with any incentive plan or similar arrangement, within two (2) Banking Days following the issuance of such Capital Stock. All such mandatory repayments shall be made without penalty or premium (except for breakage costs, if any) and shall be applied in reduction of the Term Loan in inverse order of maturity and then to the Revolving Loan.

5.2 Optional Repayments

(a) At any time prior to the Revolving Facility Maturity Date, the Borrower may elect to repay without penalty all or any Revolving Loans by delivering a Notice of Optional Repayment to the Lender, and on the Optional Repayment Date set forth therein the Borrower shall repay to the Lender all or any part of the Revolving Loans indicated on such Notice of Optional Repayment.

(b) The Borrower may elect to repay without penalty any Term Loan under the Term Facility by delivering a Notice of Optional Repayment to the Lender, and on the Optional Repayment Date set forth therein the Borrower shall repay to the Lender all or any part of the Term Loan indicated on such Notice of Optional Repayment together with accrued interest thereon to the date of repayment.

(c) Notwithstanding Section 5.2(a) and (b), (i) unexpired Letters of Credit may only be prepaid by the return thereof to the Lender for cancellation in accordance with the Lender's normal cancellation requirements or by providing Cash Collateral therefor as provided in Section 2.5(e); and (ii) Bankers' Acceptances and SOFR Advances may only be prepaid on the last day of the applicable Interest Period. If

any Bankers' Acceptance or SOFR Advance is repaid or converted on any day other than the last day of the applicable Interest Period, the Borrower shall, within three Banking Days of receiving notice thereof from the Lender, pay to the Lender all costs, losses, premiums and expenses incurred by the Lender by reason of the liquidation or redeployment of deposits or other funds, or for any other reason whatsoever, resulting in each case from the repayment of such Advance or any part thereof on other than the last day of the applicable Interest Period. A certificate of the Lender as to the amount of costs, losses, premiums and expenses shall, in the absence of manifest error, be conclusive and binding for all purposes.

5.3 Requirements for Optional Repayments

Each optional repayment pursuant to Section 5.2 shall be subject to the following terms and conditions:

(a) each repayment shall be made on a Banking Day.

(b) the Borrower shall have given the Lender notice in accordance with Section 4.1 for each repayment under the Revolving Facility or Term Facility as applicable; and

(c) if a Notice of Optional Repayment is given, it shall be irrevocable and binding on the Borrower and the Borrower shall repay on the Optional Repayment Date specified in such notice, the amount stated in such notice with accrued interest to the date of such repayment; provided that any Notice of Optional Repayment may be conditioned upon the consummation of any financing or other transactional arrangement, the proceeds of which are intended to repay, in full, the Obligations (other than contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made) and such Notice of Optional Repayment may be rescinded if such financing or arrangement is not thereafter consummated.

5.4 Authority to Debit

In respect of all amounts payable by the Borrower under this Agreement and if required by the Lender, the Borrower hereby irrevocably authorizes and instructs the Lender to withdraw from or debit, from time to time when such amounts are not paid when due, any account of the Borrower maintained with the Lender for the purpose of satisfying payment thereof. Lender shall promptly provide written notice to Borrower of any such withdrawal or debit.

5.5 Promissory Notes

Upon the request of the Lender, the Borrower shall prepare, execute and deliver to the Lender a promissory note of the Borrower payable to the Lender (or, if requested by the Lender, to the Lender and its permitted assigns) in a form approved by the Lender, which shall evidence the Revolving Loan or the Term Loan.

ARTICLE 6 - INTEREST AND FEES

6.1 Interest

Each Loan shall bear interest for each date on which it is outstanding as follows:

(a) in Canadian Dollars on each Prime Rate Advance, for each day on which it is outstanding at a rate per annum equal to the Prime Rate plus the Applicable Margin;

(b) in US Dollars on each Base Rate Advance, for each day on which it is outstanding at a rate per annum equal to the Base Rate plus the Applicable Margin;

(c) in US Dollars on each SOFR Advance, at a rate per annum equal to Adjusted Term SOFR for the Interest Period applicable to such Advance plus the Applicable Margin; provided, that if Term SOFR shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor;

(d) For the purposes of the *Interest Act* (Canada) and disclosure under such Act, whenever interest to be paid under this Agreement is to be calculated on the basis of any period of time that is less than a calendar year (a "deemed year") such rate of interest shall be expressed as a yearly rate by multiplying such rate of interest for the deemed year by the actual number of days in the calendar year in which the rate is to be ascertained and dividing it by the number of days in the deemed year.

6.2 Calculation and Payment of Interest

Interest on Prime Rate Advances, Base Rate Advances and SOFR Advances shall be calculated daily and payable in arrears on each Interest Payment Date commencing on the first of such dates to occur after the Closing Date.

6.3 Default Interest

Upon the occurrence of an Event of Default which is continuing, interest and fees on the Credit Facilities will be payable on all outstanding Obligations at the rate determined under Section 6.1 plus 2% per annum.

6.4 Determination of Interest Rates

All SOFR Advances and all computations of fees and interest applicable to SOFR Advances shall be made on the basis of a 360-day year and the actual number of days elapsed. All Prime Rate Advances and Base Rate Advances shall be made on the basis of 365/366 days for interest calculated at the Prime Rate and Base Rate. The applicable interest rate for each Prime Rate Advance and Base Rate Advances shall change simultaneously with each change in the Prime Rate and Base Rate. Interest shall accrue on each Advance for the day on which the Advance is made, and shall not accrue on an Advance, or any portion thereof, for the day on which the Advance or such portion is paid. The Lender shall determine each interest rate applicable to the Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. For purposes of the *Interest Act* (Canada), (i) whenever any interest or fee under this Agreement is calculated using a rate based on a year of 365/365 days, rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365/366 days (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365/366, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement, and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields. The Borrower for itself and for and on behalf of the other Obligors hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Loan Documents, that the interest payable under the Loan Documents and the calculation thereof has not been adequately disclosed to such Obligor, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other Applicable Law or legal principle. In connection with the use or administration of Term SOFR, the Lender shall have the right to make Conforming Changes from time to time, and notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Lender will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

6.5 Ticking Fees

The Borrower shall pay to the Lender on a monthly basis a ticking fee on the unused portion of the Term Facility at the rate of set out in the definition of Applicable Margin, calculated daily and payable quarterly in arrears.

6.6 Standby Fees

The Borrower shall pay to the Lender on a monthly basis a standby fee on the unused portion of the Revolving Facility at the rate of set out in the definition of Applicable Margin, calculated daily and payable quarterly in arrears.

6.7 Commitment Fee

On the Closing Date, the Borrower shall pay to the Lender the commitment fee set out in the fee letter dated the same date as this Credit Agreement, 2023 between the Borrower and the Lender.

6.8 Maximum Interest

Notwithstanding any provision to the contrary contained herein or in any other Loan Document, no such provision shall require the payment or permit the collection of any amount of interest in excess of the maximum amount of interest permitted by Applicable Law or would result in receipt by the Lender of interest at a criminal rate (as such term is construed under the *Criminal Code* (Canada)) to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the Obligations outstanding under this Agreement or any other Loan Document (any such interest, "**Excess Interest**"). If any Excess Interest is provided for, or is adjudicated to be provided for, herein or in any other Loan Document, then in such event (i) the provisions of this Section shall govern and control, (ii) no Obligor shall be obligated to pay any Excess Interest, (iii) any Excess Interest that the Lender may have received hereunder shall, at the option of the Lender, be (A) applied as a credit against the then outstanding principal amount of Obligations hereunder, (B) refunded to the Borrower, or (C) any combination of the foregoing, (iv) the interest rate payable hereunder or under any other Loan Document shall be automatically subject to reduction to the maximum lawful contract rate allowed under applicable usury laws (the "**Maximum Rate**"), and this Agreement and the other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the relevant interest rate, and (v) no Obligor shall have any action against the Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest. Notwithstanding the foregoing, if for any period of time interest on any the Obligations is calculated at the Maximum Rate rather than the applicable rate under this Agreement, and thereafter such applicable rate becomes less than the Maximum Rate, the rate of interest payable on the Obligations shall remain at the Maximum Rate until the Lender have received the amount of interest which the Lender would have received during such period on the Obligations had the rate of interest not been limited to the Maximum Rate during such period.

ARTICLE 7 - CHANGE IN CIRCUMSTANCES

7.1 Market Disruption

(a) **Bankers' Acceptances.** If the Lender determines (which determination shall be conclusive and binding absent manifest error) at any time that a market does not exist at any time or the Lender cannot for other reasons, after reasonable efforts, readily sell Bankers' Acceptances or perform its obligations under this Agreement with respect to Bankers' Acceptances, the Lender will promptly notify the Borrower of such determination. From and after delivery of such notice by the Lender, the Lender shall not be obliged to provide Bankers' Acceptances hereunder until such time as the Lender determines in good faith that the circumstances giving rise to such situation no longer exist and gives notice thereof to the Borrower, and any further Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Conversion Notice or Rollover Notice requesting a Bankers' Acceptance shall be deemed to be a Notice of Borrowing Term Facility or a Notice of Borrowing Revolving Facility requesting a Prime Rate Advance in the same aggregate principal amount. While such circumstances exist, any

outstanding Bankers' Acceptances will be deemed to be converted into Prime Rate Advance at the end of the applicable Interest Period.

(b) **SOFR Advances.** If the Lender determines (which determination shall be conclusive and binding absent manifest error) at any time that Term SOFR cannot be determined pursuant to the definition thereof, the Lender will promptly notify the Borrower of such determination. From and after delivery of such notice by the Lender, the Lender shall not be obliged to provide SOFR Advances hereunder until such time as the Lender determines in good faith that the circumstances giving rise to such situation no longer exist and gives notice thereof to the Borrower, any further Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Conversion Notice or Rollover Notice requesting a SOFR Advance shall be deemed to be a Notice of Borrowing Term Facility or a Notice of Borrowing Revolving Facility requesting a Base Rate Advance in the same aggregate principal amount. While such circumstances exist, any outstanding SOFR Advances will be deemed to be converted into Base Rate Advance at the end of the applicable Interest Period.

7.2 Increased Costs and Taxes

If any change in Applicable Law, including any change in Applicable Law relating to any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of the Lender, or if any change in Applicable Law shall subject the Lender to any Taxes (other than Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto and the result of which, is reasonably determined by the Lender to have the effect of increasing the cost of funding to the Lender or reducing its effective return on its capital, the Lender shall provide written notice of such change to the Borrower (a "**Yield Impairment Notice**"), which Yield Impairment Notice shall provide a reasonable, documented estimates of the increased costs or reduced rates of return during the remaining term of the Credit Facilities. Upon receipt of the Yield Impairment Notice: (i) notwithstanding any provision of this Agreement, the Borrower shall have the right to terminate the Credit Facilities within a 90 day period from the date of receipt of the Yield Impairment Notice without penalty, and (ii) the Borrower shall indemnify the Lender against such reasonable and documented increased costs and/or reduced effective return.

7.3 Illegality

Notwithstanding anything to the contrary contained in this Agreement, if any introduction of or change occurring after the date of this Agreement in any Applicable Law, policy, exchange control, guideline or official directive (whether or not having the force of law) or any change in the interpretation or application thereof by any court or by any Governmental Authority charged with the administration thereof makes it unlawful or prohibited for the Lender to make, fund or maintain all or any Prime Rate Advance or Base Rate Advance, the Lender shall notify the Borrower in writing of the change and the Borrower shall either convert such Borrowings into another unaffected form of Advance or repay all affected Borrowings together with accrued interest up to the date of payment, and in any such event the obligations of the Lender to make

any further Advance shall terminate for so long as any circumstance entitling the Lender to give such a notice shall continue.

7.4 Benchmark Replacement Setting (SOFR)

Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Lender may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. (New York time) on the fifth (5th) Banking Day after the date such proposed amendment is provided to the Borrower without any action or consent of the Borrower. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section will occur prior to the applicable Benchmark Transition Start Date.

(b) **Benchmark Replacement Conforming Changes**. In connection with the implementation, use, adoption and administration of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) **Notices; Standards for Decisions and Determinations**. The Lender will promptly notify the Borrower of (i) the occurrence of any Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) the commencement or conclusion of any Benchmark Unavailability Period. The Lender will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark and the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(d) **Unavailability of Tenor of Benchmark**. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement):

(i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate), and either (A) any tenor for such Benchmark is not

displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion, or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of this Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time, to remove such unavailable, non-representative, non-compliant or non-aligned tenor, and

(ii) if a tenor that was removed pursuant to Section (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement), or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks (including a Benchmark Replacement), then the Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time, to reinstate such previously removed tenor.

(e) **Benchmark Unavailability Period**. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Advance, conversion or Rollover of a SOFR Advance to be made, or rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for, or a conversion to, a Base Rate Advance, as applicable.

(f) **Definitions**.

(i) "**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case as of such date and not including any tenor for such Benchmark that is then-removed from the definition of Interest Period pursuant to Section 7.4(d).

(ii) "**Benchmark**" means, initially, the Term SOFR Reference Rate; *provided that* if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent

that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4(a).

(iii) "**Benchmark Replacement**" means, either of the following to the extent selected by the Lender in its unilateral discretion:

(A) Daily Simple SOFR; or

(B) the sum of (i) the alternative benchmark rate that has been selected by the Lender and the Borrower as the replacement for the then-current Benchmark giving due consideration to (a) any selection or recommendation of a benchmark rate or mechanism for determining such a rate by the Relevant Governmental Body, and (b) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for US Dollar syndicated or bilateral credit facilities in the United States of America at such time; and (ii) the related Benchmark Replacement Adjustment;

provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be Floor for the purposes of this Agreement and the other Loan Documents.

(iv) **"Benchmark Replacement Adjustment"** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Lender and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date, or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for US Dollar-denominated syndicated or bilateral credit facilities in the United States of America at such time.

(v) "**Benchmark Replacement Conforming Changes**" means, with respect to either the use or adoption of Term SOFR or the use, adoption, administration or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Banking Day," the definition of "Interest Period" or any similar or analogous definition, timing and frequency of determining rates and making payments of interest, timing of

borrowing requests or prepayment, conversion or rollover notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such rate or to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

(vi) **"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark:

(A) In the case of clause (vii)(A) or clause (vii)(B) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(B) In the case of clause (vii)(C) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (C) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (A) or clause (B) of this definition with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

(vii) "**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(A) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(B) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component); or

(C) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Association of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

(viii) **"Benchmark Transition Start Date"** means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement

Date, and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of the date of such public statement or publication of information (or, if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

(ix) **"Benchmark Unavailability Period**" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 7.4, and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 7.4.

(x) "**Conforming Changes**" means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate," the definition of "Banking Day," the definition of "Interest Period," the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

(xi) "**Floor**" means the rate per annum of interest equal to 0%.

(xii) "**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or any successor thereto.

(xiii) "**SOFR**" means a rate per annum equal to the secured overnight financing rate for such Banking Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at

http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

(xiv) **"Unadjusted Benchmark Replacement"** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

7.5 Benchmark Replacement Setting (CDOR)

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Hedging Arrangement shall be deemed not to be a "Loan Document" for purposes of this Section):

(a) **Replacing CDOR**. On May 16, 2022, Refinitiv Benchmark Services (UK) Limited ("**RBSL**"), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the "**CDOR Cessation Date**"), if the then-current Canadian Benchmark is CDOR, the Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a monthly basis.

(b) **Replacing Future Benchmarks**. Upon the occurrence of a Canadian Benchmark Transition Event, the Canadian Benchmark Replacement will replace the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Banking Day after the date notice of such Canadian Benchmark Replacement is provided to the Borrower without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document. At any time that the administrator of the then-current Canadian Benchmark has permanently or indefinitely ceased to provide such Canadian Benchmark or such Canadian Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Canadian Benchmark pursuant to a public statement or publication of information to be no longer representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Canadian Benchmark until the Borrower's receipt of notice from the Lender that a Canadian Benchmark

Replacement has replaced such Canadian Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or Conversion to Prime Rate Advances.

(c) **Canadian Benchmark Replacement Conforming Changes**. In connection with the implementation and administration of a Canadian Benchmark Replacement, the Lender will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) **Notices; Standards for Decisions and Determinations**. The Lender will promptly notify the Borrower (i) of the implementation of any Canadian Benchmark Replacement, (ii) of any occurrence of a Term CORRA Transition Event, and (iii) of the effectiveness of any Canadian Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(e) **Unavailability of Tenor of Benchmark**. At any time (including in connection with the implementation of a Canadian Benchmark Replacement), if the then-current Canadian Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Lender may remove any tenor of such Canadian Benchmark that is unavailable or non-representative for any Canadian Benchmark (including Canadian Benchmark Replacement) settings and (ii) the Lender may reinstate any such previously removed tenor for any Canadian Benchmark (including Canadian Benchmark Replacement) settings.

(f) **Secondary Term CORRA Conversion**. Notwithstanding anything to the contrary herein or in any Loan Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Canadian Benchmark Replacement described in Section 7.5(h)(i)(A) of such definition will replace the then-current Canadian Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; and (ii) each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, at the start of the next interest payment period, into an Advance

bearing interest at the Canadian Benchmark Replacement described in Section 7.5(h)(i)(A) of such definition having a tenor approximately the same length as the interest payment period applicable to such Advance immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Lender; provided that, this clause (f) shall not be effective unless the Lender has delivered to the Borrower a Term CORRA Notice.

(g) **Bankers' Acceptances**. The Lender shall have the option to, effective as of the date set out in the BA Cessation Notice, which shall be a date on or after the CDOR Cessation Date (the "**BA Cessation Effective Date**"), terminate its obligation to make or maintain Bankers' Acceptances, provided that the Lender shall give notice to the Borrower at least 20 Banking Days prior to the BA Cessation Effective Date ("**BA Cessation Notice**"). If the BA Cessation Notice is provided, then as of the BA Cessation Effective Date: (i) any Notice of Conversion or Notice of Rollover to a Bankers' Acceptance, such Advance shall be made as an Advance bearing interest calculated with reference to the Benchmark Replacement. For avoidance of doubt, any outstanding Bankers' Acceptances shall remain in effect following the CDOR Cessation Date until such Bankers' Acceptance's stated maturity.

(h) **Definitions**. As used in this Section:

"**Available Tenor**" means, as of any date of determination and with respect to the then current Canadian Benchmark, as applicable, (x) if the then current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"**Canadian Benchmark**" means, initially, CDOR; provided that if a replacement of the Canadian Benchmark has occurred pursuant to this Section titled "Benchmark Replacement Setting (CDOR)", then "Canadian Benchmark" means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Canadian Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**Canadian Benchmark Replacement**" means, for any Available Tenor:

(i) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Lender:

(A) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration, or

(B) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month's duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months' duration; and

(ii) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Lender as the replacement for such Available Tenor of such Canadian Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated credit facilities at such time;

provided that, if the Canadian Benchmark Replacement as determined pursuant to clause (i) or (ii) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"**Canadian Benchmark Replacement Conforming Changes**" means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate," the definition of "Banking Day," the definition of "Interest Period," the definition of "Bankers' Acceptance," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters, including with respect to the obligation of the Lender to create, maintain or issue Bankers' Acceptances) that the Lender decides may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents). Without limiting the foregoing, Canadian Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Canadian Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Canadian Benchmark Replacement, to replace the creation or purchase of drafts or Bankers' Acceptances.

"**Canadian Benchmark Transition Event**" means, with respect to any then-current Canadian Benchmark other than CDOR, the occurrence of a public

statement or publication of information by or on behalf of the administrator of the then current Canadian Benchmark, the regulatory supervisor for the administrator of such Canadian Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark, a resolution authority with jurisdiction over the administrator for such Canadian Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Canadian Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Canadian Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored.

"**CDOR**", for the purpose of this Section entitled Benchmark Replacement Setting (CDOR) only, means the Canadian Dollar rate for Bankers' Acceptance borrowings known as the Canadian Dollar Offered Rate provided by RBSL, as the administrator of the benchmark (or a successor administrator).

"**CORRA**" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"**Daily Compounded CORRA**" means, for any Banking Day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Lender in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

"**Floor**" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to CDOR.

"**Relevant Governmental Body**" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"**Term CORRA**" means, for the applicable corresponding tenor, the forward looking term rate based on CORRA that has been selected or recommended by

the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Lender in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Lender in its reasonable discretion in a manner substantially consistent with market practice.

"**Term CORRA Notice**" means the notification by the Lender to the Borrower of the occurrence of a Term CORRA Transition Event.

"**Term CORRA Transition Date**" means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Borrower, for the replacement of the then current Canadian Benchmark with the Canadian Benchmark Replacement described in Section (i)(A) of such definition, which date shall be at least thirty (30) Banking Days from the date of the Term CORRA Notice.

"**Term CORRA Transition Event**" means the determination by the Lender that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Lender and (c) a Canadian Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with paragraph (a) of the Section titled "Benchmark Replacement Setting (CDOR)".

ARTICLE 8 - PAYMENTS, TAXES, AND EXPENSES

8.1 Payments to the Lender

Unless otherwise specifically provided for, the Borrower shall make each payment pursuant to this Agreement before 2:00 p.m. (Toronto time) on the day specified for payment. All such payments shall be made by the Borrower in immediately available funds having same day value. Whenever a payment is due to be made on a day which is not a Banking Day, the day for payment shall be the following Banking Day.

8.2 Currency of Payment

All other amounts payable by the Borrower under this Agreement shall be payable in Canadian Dollars or US Dollars.

8.3 Set-Off

The Borrower shall make all payments hereunder regardless of any counterclaim, compensation or set-off.

8.4 Taxes

(a) Subject to the following sentence, the Borrower shall make all payments required under this Agreement free and clear of, and exempt from, and without deduction for, or on account of, any Tax, except as required by Applicable Law. If any Tax is required by Applicable Law to be deducted or withheld (as determined in the good faith discretion of the applicable Withholding Agent), the applicable Withholding Agent shall promptly remit to the relevant Governmental Authority the amount so deducted or withheld (and shall promptly deliver to the Lender the relevant receipts from such Governmental Authority evidencing such payment). If such Tax is an Indemnified Tax, the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding for Indemnified Taxes has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 8.4) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes been made. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law. The Borrower further covenants to indemnify the Lender, after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by such Lender imposed on or with respect to any payment made by or on account of any Obligation of the Borrower under any Loan Document and any Other Taxes, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority.

(b) If the Lender receives a refund of a Tax for which a payment has been made by the Borrower pursuant to this Section 8.4, which refund in the good faith judgment of the Lender is attributable to such payment made by the Borrower, then the Lender shall reimburse the Borrower for such amount as the Lender reasonably determines to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position than it would have been if the payment had not been required. The Lender shall claim any refund that it determines, or which the Borrower reasonably determines and so notifies the Lender in writing, is available to it, unless it concludes in its reasonable discretion that it would be adversely affected by making such a claim.

8.5 Costs and Expenses

The Borrower will pay on demand to the Lender the amount of all reasonable costs and expenses (including reasonable legal and other professional fees) incurred by the Lender in connection with the implementation of the Credit Facilities (subject to such cap which may have been agreed to by the Borrower and the Lender) and, following the Closing Date, the reasonable costs and expenses (including reasonable legal and other professional fees) incurred by the Lender (including, without limitation, the costs of conducting customary due diligence on the Borrower, its Subsidiaries or the Joint Ventures) in connection with the preparation, negotiation, execution and administration of the Loan Documents (subject to such cap, if any, which may be agreed to by the Borrower and the Lender), as well as the reasonable costs and expenses incurred

by the Lender in connection with the enforcement of, or the preservation of any rights under, any Loan Document.

8.6 Intentionally Deleted

8.7 Survival of Indemnification Obligations

Without prejudice to the survival or termination of any other agreement of the Borrower under this Agreement, the obligations of the Borrower under Article 8 shall survive the termination of the Credit Facilities and the repayment, satisfaction or discharge in full of the Obligations.

ARTICLE 9 - CONDITIONS OF LENDING

9.1 Conditions Precedent to the Initial Advance

The obligation of the Lender to make its initial Advance hereunder is subject to and conditional upon the prior fulfillment of the following conditions to the entire satisfaction of the Lender and Lender's Counsel, acting reasonably:

(a) the Lender shall have received from the Borrower and, where applicable, the other Obligors, the following, each dated as the initial Drawdown Date:

(i) this Agreement duly executed by the Lender, the Borrower and the Guarantors;

(ii) a certified copy of the organizational documents, by-laws, any shareholder agreement, limited partnership agreements, limited partnership declaration of each Obligor and all resolutions, consents and other documents evidencing all necessary action of the Obligors, in each case approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and evidencing any other necessary action with respect to this Agreement, the other Loan Documents and the instruments, certificates or other documents contemplated herein, and approving and authorizing the manner in which and by whom the foregoing documents are to be executed and delivered;

(iii) a certificate of status or like certificate with respect to each Obligor issued by the appropriate government officials of the jurisdiction of its incorporation or formation and any jurisdiction where it conducts material business;

(iv) copies of any and all necessary governmental, regulatory and other third party authorizations and approvals (including any exchange control

approvals or environmental approvals), if any, required with respect to this Agreement and the other Loan Documents;

(v) a certificate of a senior officer or general partner of each Obligor certifying the names and true signature of the officers or other persons authorized to sign on its behalf this Agreement, the other Loan Documents and any other documents or certificates to be delivered pursuant to this Agreement;

(vi) a certificate of a senior officer of the Borrower to the effect that, to the best of his or her knowledge, after reasonable inquiry, all representations and warranties of the Obligors set forth in Article 10 hereof and in each other Loan Document are true in all material respects (or in the case of any such representation or warranty already qualified by materiality, in all respects) as of the initial Drawdown Date;

(vii) a Compliance Certificate showing compliance by the Borrower as of the Closing Date with the financial covenants set forth in this Agreement both before and after the establishment of the Credit Facilities and the first Advance;

(viii) each Security Document and each other Loan Document, duly authorized, executed and delivered by the parties thereto;

(ix) certificates of insurance in accordance with the requirements of Section 11.5 and the Security Documents;

(x) a favourable opinion or opinions of counsel to the Borrower and Guarantors addressed to the Lender, in respect of all customary matters, including registration and enforceability of the Security Documents, relating to the Obligors, the Loan Documents and the transactions contemplated herein; and

(xi) all other information the Lender may reasonably require with respect to the Obligors and their respective Assets;

(b) there shall be no litigation, action or other legal proceeding pending or known by the Obligors to be threatened~~,~~ in writing, that would reasonably be expected to have a Material Adverse Effect, and no outstanding judgments, injunctions or directives, in each case against the Obligors or any of their respective Assets that could reasonably be expected to have a Material Adverse Effect;

(c) each of the Security Documents, or financing statements, notices or applications in respect thereof, shall have been duly registered, filed and recorded against all the collateral of the Obligors and in all places and in all jurisdictions which the Lender shall require, and all required notices and consents shall have been given or obtained to the entire satisfaction of the Lender and Lender's Counsel;

(d) the Lender shall have completed and be satisfied with its full due diligence review with respect to the Obligors covering, without limitation, the Assets, the financial position, including financial projections of the Borrower for the next three years taking into account (i) the corporate structure and organizational documents, any Material Contracts, claims and lawsuits, the Intellectual Property, environmental issues and regulatory matters of each Obligor; and (ii) any new capital structure post-closing of the Credit Facilities and any transaction contemplated by Section 2.3 and Section 3.2.

(e) the Lender shall have received such additional financial and other information, certificates and documentation in respect of any Obligor in order for the Lender to comply with legal and internal requirements in respect of money laundering legislation, proceeds of crime legislation and "know your customer" requirements;

(f) the Lender shall be satisfied that no Material Adverse Effect has occurred since the date of the latest financial statements provided to the Lender;

(g) the Lender shall have received the results of Lien searches of all filings, registrations or recordings of or with respect to all the Assets of the Obligors in each jurisdiction in which their respective Assets are located, together with such other documents that the Lender shall require evidencing, to the entire satisfaction of the Lender and Lender's Counsel, that all such Assets are free and clear of all Liens, other than Permitted Liens, and that the Liens under the Security Documents constitute valid and enforceable first ranking Liens in each such jurisdiction against the collateral securing the Obligations, subject only to Permitted Liens;

(h) the Lender shall have received payment of all fees, costs and expenses payable hereunder, including the reasonable legal fees of Lender's Counsel;

(i) the repayment of all Debt other than Permitted Debt; and

(j) a subordination and postponement agreement satisfactory to the Lender from each Person party to the indebtedness described in clause (vi) of the definition of "Permitted Debt" (other than Intact Insurance Company and Atlantic Specialty Insurance Company, as surety).

9.2 Conditions Precedent to Advance for the Permitted Acquisition

The obligation of the Lender to make an Advance to fund a Permitted Acquisition is subject to, and conditional upon, the prior fulfillment of each of the following conditions to the satisfaction of the Lender, acting reasonably:

(a) the Lender shall have received true, complete copies of the acquisition agreement and all other agreements entered into in connection therewith, as executed and delivered by the parties thereto, together with all exhibits and schedules thereto;

(b) the transactions contemplated by the acquisition shall have been consummated simultaneously with the Advance, in accordance with the acquisition agreement, without any material amendments to the draft provided to the Lender, or any material waivers or consents by an Obligor, in each case unless approved in writing by the Lender, such approval not to be unreasonably withheld or delayed;

(c) the Lender shall have received a Compliance Certificate confirming that after giving effect to the transactions contemplated by the acquisition, the Borrower will be in compliance, on a pro forma basis, with the financial and non-financial covenants set out in this Agreement; and

(d) all other elements of the definition of Permitted Acquisition have been satisfied.

9.3 Conditions Precedent to each Advance

The obligation of the Lender to make any Advance hereunder is subject to and conditional upon the prior fulfillment of each of the following conditions to the satisfaction of the Lender:

(a) the Lender shall have received a Notice of Borrowing Revolving Facility or Notice of Borrowing Term Facility prior to the Drawdown Date which shall include a bring down of the representations and warranties noted in Section 10;

(b) no Default or Event of Default shall have occurred and be continuing on the date of the Advance or will occur after giving effect to the Advances requested;

(c) if the Advance under the Revolving Facility is for a Permitted Acquisition, the Borrower shall be in compliance with Section 9.2; and

(d) the Lender shall have received such other information, certificates and documentation as the Lender may reasonably request.

9.4 Waiver

The terms and conditions of Sections 9.1, 9.2 and 9.3 are inserted for the sole benefit of the Lender and may be waived by the Lender in whole or in part, with or without terms or conditions, in respect of any Advance, without prejudicing the right of the Lender to assert these terms and conditions in whole or in part in respect of any other Advance.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties

The Borrower represents and warrants to the Lender, on its own behalf and on behalf of each Obligor, after reasonable inquiry, acknowledging and confirming that the Lender is relying thereon in entering into this Agreement and providing accommodations hereunder, that:

(a) **Organization; Powers**. Each Obligor is incorporated or constituted, organized and validly existing under the Applicable Laws of the jurisdiction in which it was incorporated or constituted and is in compliance in all material respects with its organizational agreements, documents and by-laws; it is duly authorized to do business wherever the nature of its Assets or activities requires authorization, and has the power and authority and all governmental licences, authorizations, consents, registrations and approvals required to (i) own and lease its Assets and to conduct the business in which it is presently engaged, unless such failure would not result in a Material Adverse Effect, and (ii) enter into and perform its obligations under this Agreement and the other Loan Documents to which it is a party.

(b) **Authorization of Agreements; No Contravention or Default**. The execution, delivery and the performance by each of the Obligors of this Agreement and the other Loan Documents to which it is a party (i) have been duly authorized by all necessary action, (ii) do not and will not contravene any provision of the organizational documents, by-laws or any unanimous shareholder agreement or limited partnership agreement of any of the Obligors, (iii) do not and will not contravene in any material respect any Applicable Law, (iv) do not and will not constitute, or result in a material breach of, or a default under, or be in conflict with, any Material Contract; (v) do not and will not constitute, with or without notice or lapse of time or both, an event or circumstance entitling any Person to accelerate or demand payment of any Debt; and (vi) does not and will not result in any Lien on any Assets of any Obligor other than the Liens for the benefit of the Lender under the Security Documents.

(c) **No Governmental Authorizations Required**. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other Person is required for the due execution, delivery and performance by each of the Obligors of this Agreement or any other Loan Document or to ensure the validity or enforceability thereof, in each case to the extent not already obtained.

(d) **Validity and Enforceability**. This Agreement and each other Loan Document constitutes the legal, valid and binding obligation of each of the Obligors which is a party thereto, enforceable against each such Obligor in accordance with its terms, except to the extent such enforcement may be restricted by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar Applicable Laws affecting creditors' rights generally and subject to the discretion of a court in regard to the remedy of specific performance.

(e) **No Litigation and Other Proceedings**. There is no litigation, action or other legal proceeding pending or known to be threatened in writing against any of the Obligors that would reasonably be expected to have a Material Adverse Effect.

(f) **No Default**. No Obligor is in default under this Agreement or any other Loan Document to which it is a party, nor has it done or omitted to do anything which constitutes a Default which has not been waived or cured.

(g) **Financial Statements of the Obligors**. The financial statements of the Borrower are complete in all material respects, and fairly present the consolidated financial condition and business operations of the Borrower, as at the date thereof and are prepared in a form and manner consistent with past practice and in accordance with GAAP except as noted therein.

(h) **Forecasts and Information Supplied**. The consolidated financial projections of the Obligors and all other forecasts and projections supplied to the Lender were based on reasonable and good faith estimates and assumptions, adequately disclosed therein, believed by the Obligors to be reasonable at the time made.

(i) **No Judgments**. There are no outstanding judgments, writs of execution, work orders, notices of deficiency capable of resulting in material work orders, injunctions or directives against any Obligor or any of its Assets which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(j) **Title to Assets; No Liens**. Each Obligor is the owner of, and has good and marketable title to, all its Assets, and the same are free and clear of all Liens, except for Permitted Liens.

(k) **Insurance**. A policy of insurance or policies of insurance in compliance with the requirements of Section 11.5 are in effect.

(l) **Intellectual Property**. Schedule 10.1(L) sets forth a complete list and a description at the date hereof of all material and registered Intellectual Property owned by the Obligors used in the Business. The Obligors own the Intellectual Property free and clear of any Liens (other than Permitted Liens). Each of the Obligors owns or licenses all Intellectual Property required to be able to carry-on its business and all such licenses are in full force and effect, except where the failure to own or licence such Intellectual Property or to maintain such licenses in full force and effect could not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower or the Guarantors are aware of any defaults or reasons why any licenses would be terminated where such termination would reasonably be expected to result in a Material Adverse Effect. No material claim has been asserted and is pending, or to the knowledge of the Borrower, threatened (in writing) by any Person challenging the use, validity or effectiveness of any Intellectual Property that would reasonably be expected to result in a Material Adverse Effect, nor are the Borrower or Guarantors aware of any valid basis for any such claim. To the knowledge of the Borrower, the use of the Intellectual Property by each Obligor does not materially infringe on the rights of any Person where such infringement would reasonably be expected to result in a Material Adverse Effect. As of the date of this Agreement, all Intellectual Property in

which each Obligor's interest is registered in any public office is listed on Schedule 10.1(L) (as may from time to time be updated by the Borrower).

(m) **Compliance with Laws and Other Agreement**. No Obligor is in violation of any Applicable Law or any Material Contract in any material respect except where such violation, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No Obligor or any of its directors or officers has made or received any improper payments to, or by, any governmental official or employee, any political party, official of a political party, official of any public organization or anyone else acting in an official capacity, in order to give, obtain, retain or direct business or obtain any improper advantage. Each Obligor has taken reasonable measures appropriate to the circumstances (in any event as required by Applicable Law) to ensure that each Obligor and its Affiliates is and will continue to be in compliance with all applicable anti-corruption and money-laundering laws and regulations applicable to it.

(n) **Environmental Matters**. To the best knowledge of the Obligors, (i) the Assets of the Obligors do not contain and have not previously contained any Contaminant in amounts or concentrations which currently constitute a violation of, or could give rise to material liability under, Environmental Laws; (ii) there is no contamination at or under any such Assets and no operations which have been or are being conducted in connection therewith in violation of Environmental Laws in any material respect or which could materially interfere with the continued operation of such Assets or impair the fair market value thereof; (iii) no Obligor has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with material Environmental Laws, nor do the Obligors have knowledge or reason to believe that any such notice will be received or is threatened; (iv) no Contaminants have been generated, treated, stored or disposed of at, on or under any of such Assets in violation of, or in a manner which could give rise to a material liability under, any Environmental Laws; and (v) there has been no Release of Contaminants at or from such Assets in violation of or in amounts or in a manner that could give rise to material liability under Environmental Laws.

(o) **Taxes**. Each Obligor has filed all income Tax returns, elections and reports and other material Tax returns, elections and reports which are required to be filed by it under Applicable Law and has paid, collected, withheld and remitted, all material Taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it (other than those that are being diligently contested in good faith by appropriate proceedings and for which appropriate reserves have been provided on the books of the relevant Obligor), and adequate provision for payment has been made for Taxes not yet due except any such payment of which the concerned party is contesting in good faith by appropriate proceedings and for which appropriate reserves have been provided on the books of the relevant Obligor, and as to which, in each case, neither any Lien has attached other than Permitted Liens nor any foreclosure, distraint,

seizure, attachment, sale or other similar proceedings have been commenced. The charges, accruals and reserves on the books of each Obligor in respect of Taxes have been established in accordance with GAAP.

(p) **No Material Adverse Effect**. Since the date of the latest financial statements provided to the Lender, there has been no fact known to any Obligor that has not been fully disclosed to the Lender, which has had, or could reasonably be expected to have, a Material Adverse Effect.

(q) **Security Documents, Liens**. Each of the Security Documents creates a valid and enforceable perfected first ranking Lien in all the Collateral of each Obligor party thereto, subject only to Permitted Liens, and subject to any applicable bankruptcy, insolvency, moratorium, reorganization or other similar Applicable Laws affecting creditors' rights generally and subject to the discretion of a court in regard to the remedy of specific performance.

(r) **Obligors' Jurisdiction and Capital Stock**. As of the Closing Date, listed on Schedule 10.1(R) is the following information with respect to the each Obligor (i) its current jurisdiction of incorporation or formation and its full current name, (ii) the number and owner of all issued and outstanding Capital Stock and the nature and percentage of such ownership interest, (iii) the jurisdiction where its minute books are kept and where its chief executive office is located; (iv) a description of any outstanding warrants, subscriptions, securities, instruments or other rights of any type or nature which are convertible into, exchangeable for or otherwise provide for or permit the issuance of Capital Stock of each Obligor; (v) the location of all of its places of business including leased premises and (vi) the location of all its Assets, if such locations hold Assets with a value in excess of CDN$750,000.

(s) **Labour Matters**. There are no strikes, work stoppage, slowdowns, lockouts or other material labour disputes against any Obligor that are pending or, to the knowledge of any Obligor, threatened in writing. All material payments due from any Obligor on account of employee insurance of any kind and vacation pay have been paid or accrued as a liability on its books and each Obligor has made all employer contributions required to be made by it, in each case, in accordance with Applicable Laws. There is no organizing activity involving any Obligor pending or, to the knowledge of any Obligor, threatened in writing by any labour union or group of employees of such Obligor. To the knowledge of any Obligor, no labour union or group of employees of such Obligor has made a pending demand for recognition. To the knowledge of any Obligor, there are no complaints or charges against any Obligor pending or threatened in writing to be filed with any Governmental Authority based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by any Obligor that would reasonably be expected to result in a Material Adverse Effect.

(t) **Debt**. No Obligor has any Debt, other than as expressly permitted under Section 11.3(a).

(u) **Corporate Chart**. As of the Closing Date, the structure of the Obligors, Subsidiaries and Joint Ventures is set forth in Schedule 10.1(U).

(v) **Bank Accounts.** As of the date here, Schedule 10.1(v) lists all deposit accounts held by an Obligor with financial institutions other than the Lender.

(w) **Leased Real Property**. As of the date hereof, Schedule 10.1(W) contains a full and accurate description of all property and real estate leased by any Obligor or its Subsidiaries, including the name and address of the landlord of any leased premises.

(x) **Solvency**. The Obligors, taken as a whole, are solvent, able to pay their Debts as they become due and have sufficient capital to carry on each of their businesses, and now own assets having a value (both at fair market value and on a liquidated basis) sufficient to pay all their Debt due and accruing due.

(y) **Material Contracts**. No Obligor is in default to perform or observe in any material respect its obligations under any Material Contract where such default of failure to observe its obligations would reasonably be expected to result in a Material Adverse Effect. The Material Contracts are in full force and effect. No notice nor consent is required to be given or obtained under any Material Contract in connection with this Agreement other than has already been obtained.

(z) **Investment Property**. Other than as set out in Schedule 10.1(Z) none of the Borrower, any Guarantor or any Subsidiaries owns or has any interest in any investment property, or maintains any security account or futures account with any securities intermediary or futures intermediary respectively (as such terms are defined in the PPSA).

(aa) **Intentionally Deleted**.

(bb) **Pension Plans**. Except as would not reasonably be expected to have a Material Adverse Effect, all Pension Plans are established, registered, funded, invested, administered, operated and maintained under, and in compliance with, Applicable Law, including Pension and Benefit Laws. Except as would not reasonably be expected to have a Material Adverse Effect, all employer and employee payments, contributions, premiums and other amounts, reports, returns and filings required to be made, remitted or paid under Pension and Benefit Laws in respect of Pension Plans have been made, remitted or paid and all such plans are fully funded both on a going concern basis and on a solvency basis pursuant to their most recent actuarial valuations filed with the applicable Governmental Authority and in accordance with applicable Pension and Benefit Laws. All post-retirement liabilities (if any) under Pension Plans have been properly identified in the Borrower's consolidated financial statements provided to the Lender, and there

are no going concern, past service or solvency deficiencies. In respect of Pension Plans which are registered pension plans within the meaning of the *Income Tax Act* (Canada), to the best of the knowledge of the Borrower and the Guarantors, no steps have been taken to terminate or wind up any such plans (wholly or in part), no unauthorized merger of such plans, no unauthorized withdrawal of funds from such plans and no improper contribution holidays taken in respect of such plans. There are no actions, claims or proceedings existing, pending or, to the knowledge of the Borrower, threatened against any Pension Plan or the assets of any such plan which could be reasonably expected to have a Material Adverse Effect.

(cc) **Sanctions**. No Obligor, nor to the knowledge of the Borrower, no director, officer or employee of any Obligor, any Subsidiary or any Joint Venture, (i) is or will become a Sanctioned Person; or (ii) knowingly engages or will engage in any dealings or transactions, or is or will be otherwise knowingly associated, with any Sanctioned Person that would result in any violation of (A) any Sanctions, or (B) similar and applicable regulations, rules or executive orders issued or administered by any Sanctions Authority.

(dd) **Anti-Corruption Laws**. No Obligor, nor to the knowledge of the Borrower, no director, officer or employee of any Obligor, any Subsidiary or any Joint Venture, has taken any action, directly or indirectly, that would result in a violation by such persons of the *Corruption of Foreign Public Officials Act* (Canada) and the *Criminal Code* (Canada), and the rules and regulations thereunder or any other applicable laws, rules and regulations of any jurisdiction applicable to the Obligors, any of their Subsidiaries or any of the Joint Ventures concerning or relating to bribery or corruption.

(ee) **Anti-terrorist financing and Anti-money Laundering Laws**. No Obligor, any of its Subsidiaries or any of the Joint Ventures, or to the knowledge of Borrower, any director, officer, or employee of any Obligor, any of their Subsidiaries or any of the Joint Ventures, has taken any action, directly or indirectly, that would result in a violation by such persons of any Anti-Terrorist Financing and Anti-Money Laundering Laws.

(ff) **Ruttan Claim**. The parties to the Ruttan Litigation have agreed, in principle, to a settlement of the claims made thereunder. Such settlement consists of: (i) a payment by the Borrower of $4,000,000 to the plaintiff under the Ruttan Litigation upon the execution and delivery of the underlying settlement agreement (the "**Ruttan Settlement Agreement**"); (ii) a payment by the Borrower of an additional $4,000,000 to such plaintiff in six equal installments over six years, with such payments secured by a letter of credit in the amount of $2,000,000; and (iii) a full and final release among and as between the parties to the Ruttan Litigation.

10.2 Survival of Representations and Warranties

The representations and warranties herein set forth or contained in any certificates or documents delivered to the Lender pursuant hereto, when taken as a whole, shall not be prejudiced by and shall survive any accommodation hereunder and shall continue in full force and effect until the full payment and performance of all Obligations (other than contingent or indemnification obligations not then due, obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made or other obligations that specifically survive termination) of the Borrower. The representations and warranties in Section 10.1 shall be true and correct (except those made as of a specific date) in all material respects (or in the case of any such representation or warranty already qualified by materiality, in all respects) upon each Drawdown Date.

ARTICLE 11 - COVENANTS

11.1 Positive Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower are entitled to borrow under this Agreement, unless the Lender shall have given its prior written consent, the Borrower shall, and shall cause each Obligor to:

(a) **Duly Pay and Perform**. Duly and punctually pay all Debt (other than Debt subject to bona fide good faith disputes) including without limitation all sums of money due by it under the terms of this Agreement, the other Loan Documents, Material Contracts or otherwise at the times and places and in the manner provided for by this Agreement, the other Loan Documents or any other applicable agreement with the Lender and shall duly and punctually perform and observe all other obligations on its part to be performed or observed hereunder or thereunder at the times and in the manner provided for herein or therein, in each case pursuant to the terms of this Agreement or such other Loan Document, Material Contract or any other applicable agreement.

(b) **Payment of Taxes**. Promptly cause to be paid and discharged all lawful material Taxes assessed against each Obligor or imposed upon the income and profits of, or upon any Asset belonging to, each Obligor, before the same shall become in default, as well as all lawful claims for labour, materials and supplies which, if unpaid, might become a Lien other than a Permitted Lien upon such Asset or any part thereof, provided, however, that each Obligor shall not be required to cause to be paid and discharged any such material Tax or claim as long as the amount or validity thereof shall be diligently contested in good faith by appropriate proceedings and the relevant Obligor shall have set aside on its books reserves with respect thereto that such Obligor and the independent chartered accountants who are at the time employed to audit its books and accounts consider adequate.

(c) **Books and Records**. At all times keep true and complete books and records and accounts in accordance with GAAP, except as otherwise noted therein.

(d) **Permit Inspections**. Permit the Lender, upon five (5) Banking Days prior written notice prior to, or with no notice following the occurrence of an Event of Default which is continuing, and at the reasonable expense of the Borrower, by its representatives and agents, to visit or inspect any Assets of any Obligor, including, without limitation, corporate books, computer files and tapes and financial records, to examine and make copies of its books of accounts and other financial records and to discuss its affairs, finances and accounts with, and to be advised as to the same by, its senior officers at such reasonable times during normal business hours and intervals as the Lender may designate, but not more than once a year (unless an Event of Default has occurred and is continuing).

(e) **Preservation of Existence and Related Matters**. At all times cause to be done all things necessary to preserve and keep in full force and effect the corporate or partnership existence of any Obligor and all rights, franchises, licences and privileges necessary to the conduct of its business and make all corporate, partnership and other filings and registrations necessary in connection therewith; conduct its business substantially as presently conducted and qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction which requires such qualification and authorization, except in each case where the failure to be so qualified and authorized could not reasonably be expected to have a Material Adverse Effect.

(f) **Operation and Maintenance of Properties**. Operate, maintain and preserve in good repair, working order and condition (ordinary wear and tear excepted), all its Assets necessary for the proper conduct of their business.

(g) **Compliance with Laws, including Environmental Laws**. At all times comply with all Applicable Laws in all material respects including, without limitation, Environmental Laws of any jurisdiction applicable to any Obligor or any of its Assets except where non-compliance with any such requirement could not reasonably be expected to have a Material Adverse Effect.

(h) **Guarantors; New Subsidiaries (other than Joint Ventures).** At least 15 days prior to any Person becoming a Subsidiary of any Obligor (or of a Subsidiary thereof), notify the Lender that such a Person is to become a Subsidiary and, when available, furnish the Lender with all details thereof such as the name, date and jurisdiction of incorporation or formation, the names of its shareholders, partnership units, or other owners and the percentages of ownership interest, the book value of its assets and revenues, a description of its businesses and addresses; in addition, the Borrower shall cause, in the case of any Person (other than (i) a Joint Venture, and (ii) any other Person which, in the discretion of the Borrower, and as agreed by the Lender, in its reasonable discretion, will not be an Obligor) to execute and deliver to the Lender a Joinder agreement, guarantee, general security agreement, share pledge and such other Loan Documents reasonably requested by the Lender consistent with the terms of this Agreement, including, without limitation, officer's certificates, share certificates or

partnership units, and power of attorneys, financial statements, search reports, resolutions, constitutive documents, legal opinions and any other documents referred to in Section 13.1, all in form and substance reasonably satisfactory to the Lender and Lender's Counsel and all on or before the date which is fifteen (15) Banking Days from the date on which such Person (other than a Joint Venture) becomes a Subsidiary of an Obligor. In connection with a Joint Venture, the Borrower shall cause the execution and delivery to the Lender, within 15 Banking Days, powers of attorney and original share certificates or partnership units held by an Obligor in such Joint Venture, unless such execution and delivery is contractually restricted or restricted by Applicable Law.

(i) **Intentionally Deleted.**

(j) **Bank Operations and Accounts**. Forthwith and within thirty (30) days, provide the Lender with notice of any new deposit accounts that are not with the Lender or not listed in Schedule 10.1(v). Deposit accounts cannot be opened outside of Canada unless a deposit account control agreement or other satisfactory documentation or requirements depending on the jurisdiction, reasonably satisfactory to the Lender is entered into.

(k) **Pension Plans**. Promptly notify the Lender of the occurrence of any event with respect to any Pension Plan which would result in the incurrence by it of any material liability, fine or penalty, or any material increase in its contingent liability with respect to any post-retirement Pension Plan which, in all cases, could reasonably be expected to have a Material Adverse Effect. For each existing, or hereafter adopted, Pension Plan, ensure that all contributions (including regular payments, any special payments and expenses) are remitted in a timely fashion in accordance with the terms thereof, any funding agreements and all Applicable Laws. Upon written request from the Lender, deliver to the Lender copies of the annual information return and the actuarial valuation report with respect to each Pension Plan most recently filed with any applicable Governmental Authority, and promptly after receipt thereof, a copy of any material direction, order, notice or ruling that any Obligor may receive from any applicable Governmental Authority with respect to any Pension Plan. Immediately notify the Lender in writing if there is any decision made to wind-up any Pension Plan or if such Obligor receives a notice of intended decision in respect of any Pension Plan or any other type of similar notice from the Lender or any other Governmental Authority. Each Obligor undertakes not to create or establish or assume or become liable for any obligation in respect of any Pension Plan that contains a defined benefit provision (as such term is defined in the *Income Tax Act* (Canada)) without the prior consent of the Lender.

(l) **Intentionally Deleted.**

(m) **Tax filing**. Duly file on a timely basis all material Tax returns which are required to be filed by it/them.

(n) **Anti-Terrorist Financing and Anti-Money Laundering Laws**. Each Obligor acknowledges that the Lender has certain obligations under Anti-Terrorist Financing and Anti-Money Laundering Laws and that from time to time the Lender may request information from them in order to comply with these obligations and its own "know your customer" requirements. Each Obligor shall, upon request, promptly provide to the Lender all such information as the Lender may reasonably request in order to comply with such laws, obligations and requirements. Each Obligor will adopt and maintain adequate policies, procedures and controls to ensure that it is in material compliance with all Anti-Terrorist Financing and Anti-Money Laundering Laws applicable to it.

(o) **Economic Sanctions**. Each Obligor will, and will cause its respective Subsidiaries to, conduct its business in such a way and adopt and maintain adequate policies, procedures and controls to ensure that the representations and warranties set out in Section 10.1(cc) are true and correct at all times.

(p) **Leases of Real Property**. (i) Observe and perform, and cause each Obligor to observe and perform, all of the material covenants, agreements, terms and conditions to be observed and performed by such Obligor in the real property leases to which such Obligor is a party, (ii) promptly upon having knowledge thereof, cure or cause to be cured, any defaults under any such lease, and (iii) notify the Lender of any defaults under the leases and give the Lender the opportunity to cure such default, except, in each case, where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(q) **Expenses**. The Borrower shall pay all expenses and fees payable under this Agreement or any other Loan Document when due, subject to the terms herein and therein.

(r) **Intentionally deleted.**

(s) **Joint Venture Distributions**. The Borrower will use its commercially reasonable best efforts to cause each Joint Venture to distribute to the Borrower available cash by no later than 30 days following the end of each fiscal quarter of the Borrower; provided that, for the purposes of this Section 11.1(s), "available cash" shall mean immediately available funds generated by a Joint Venture, which (in the reasonable opinion of the managers of such Joint Venture) are not required for the working capital of such Joint Venture.

(t) **Joint Venture Restrictions**. Without consent of the Lender, the Borrower shall ensure that no Joint Venture:

(i) receives any Assets (other than cash which is subject to subsection (t)(iii) from an Obligor or creates any Lien on its assets;

(ii) Debt is guaranteed by an Obligor;

(iii) receives cash or any Distribution from an Obligor unless before or after such Distribution (i) there does not exist a Default or Event of Default and (ii) the Total Funded Debt to Combined EBITDA Ratio is less than 3.0:1.0;

(iv) decreases or diminishes an Obligors' direct or indirect equity or partnership interest, as applicable, in the Joint Venture, or the right to receive Distributions from the Joint Venture; or

(v) permits its operating agreement, constating documents or other governing documents to be amended in any way that results in a Material Adverse Effect to the Obligors and/or the Lender.

(u) **Ruttan Settlement Agreement.** Deliver a true and complete copy of the Ruttan Settlement Agreement to the Lender promptly following the execution and delivery thereof.

(v) **QM Environmental Inc.** QM Environmental Inc. and QM Environmental USA Inc. are inactive Subsidiaries of the Borrower incorporated in the United States with no assets, revenue or operations. In the event that this changes, the Borrower shall notify the Lender forthwith and within five (5) Banking Days, after which the Lender, in its sole discretion, may require QM Environmental Inc. and/or QM Environmental USA Inc. to provide the Lender with the Security noted in Section 11.1(h).

11.2 Financial Covenants

(a) So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, unless the Lender shall have given its prior written consent, the Obligors covenant and agree to:

(i) Fixed Charge Coverage Ratio. Maintain a minimum Fixed Charge Coverage Ratio of not less than 1.10:1.0, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter; and

(ii) Total Funded Debt to Combined EBITDA Ratio. Maintain a Total Funded Debt to Combined EBITDA Ratio of less than or equal to 3.50:1.00, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

(b) In the event that the Obligors fail to comply with the Fixed Charge Coverage Ratio or the Total Funded Debt to Combined EBITDA Ratio, as evidenced by the most recently delivered quarterly Compliance Certificate, until 10 Banking Days after delivery of such Compliance Certificate, the Obligors shall have the right to cure (the "**Cure Right**") the Event of Default that occurs by reason of such non-compliance, by injecting cash into the Borrower by way of equity ("**Equity**

Contribution") and applying the amount of such proceeds to increase the Borrower's Combined EBITDA with respect to the applicable fiscal quarter thereof subject to the following condition:

(i) the Equity Contribution shall not exceed the aggregate amount necessary to cure (by addition to Combined EBITDA) the specific breach in the Fixed Charge Coverage Ratio or Total Funded Debt to Combined EBITDA Ratio, as applicable.

(ii) the Cure Right shall not be exercised more than four (4) times during the term of the Credit Facility and the aggregate amount of all Equity Contributions shall not exceed CDN$7,500,000.

(iii) in each period of four consecutive fiscal quarters, there shall be at least two consecutive fiscal quarters during which the Cure Right is not exercised.

(iv) the Equity Contribution shall be applied to prepay the Term Facility in accordance with Section 5.1(c) ("**Equity Contribution Repayment**") and the Equity Contribution Repayment shall not be subtracted from Total Funded Debt of the Borrower when calculating the Financial Covenants until such time that the Equity Contribution ceases to be used to calculate EBITDA.

Upon receipt of the Equity Contribution, a pro forma adjustment shall be made to Combined EBITDA giving effect to such receipt. If, after making such pro forma adjustment, the Borrower is in compliance with the Fixed Charge Coverage Ratio or the Total Funded Debt to Combined EBITDA Ratio, as applicable, the Borrower shall be deemed to have complied with such ratios and the Event of Default cured.

11.3 Negative Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, unless the Lender has given its prior written consent, each Obligor shall not:

(a) **Debt**. Create, incur, assume or suffer to exist any Debt, except for Permitted Debt.

(b) **Liens**. Create, incur, assume or suffer to exist any Lien on any of its Assets, other than Permitted Liens.

(c) **Mergers, Etc.** Except between Obligors, or in connection with Permitted Acquisitions, (i) merge or consolidate with another Person or enter into any transaction or series of transactions (whether by way of reconstruction, reorganization, consolidation, winding up, merger, transfer, sale, lease or otherwise) whereby all or any substantial part of its Assets becomes the property of any other Person or, in the case of any such arrangement or merger, of the

continuing corporation resulting therefrom; unless, in each case, the surviving Person is an Obligor hereunder; or (ii) acquire all or substantially all of the Assets or business of any other Person.

(d) **Asset Disposition**. Make any Asset Disposition to any Person except (i) disposal of Assets in the ordinary course of business (provided that, for greater certainty, the normal course of business of the Obligors includes the exercise of buyback options pursuant to lease arrangements and thereafter reselling such Assets), (ii) Assets which have no material economic value in the Business or are obsolete or worn-out; or (iii) dispositions between Obligors.

(e) **Limitations on Capital Expenditures**. Effect any cash Capital Expenditures in any Fiscal Year in an aggregate amount that exceeds the amount set forth in the projections delivered pursuant to Section 11.4(a)(iv) (as such projections may be modified, in the Borrower's discretion, to give effect to any Permitted Acquisition during such applicable Fiscal Year) by more than 25%.

(f) **Change in Business**. Cease, or permit any Subsidiary to cease, the Business or change, or permit any Subsidiary to change, the nature of the business other than any business similar or incidental to the Business.

(g) **Limitations on Financial Assistance**. Other than as between Obligors, provide financial assistance, including by way of a loan, guarantee or Investment, to any Person except for Permitted Investments.

(h) **Organizational Documents, Jurisdiction of Formation**. Amend, supplement or terminate any organizational document (articles, limited partnership agreement) of any Obligor, or any provision thereof, or change the jurisdiction of organization of any Obligor, in each case in any manner which may have a Material Adverse Effect on the Loan Documents or the performance of the Obligations. The Borrower shall provide the Lender with at least 20 days prior written notice for all other amendments, supplements or terminations that would require any additional filings to perfect Lender's security interest in any collateral (and written notice within five (5) Banking Days of any other material amendments, supplements or terminations).

(i) **Fiscal Year**. Change its Fiscal Year.

(j) **Voting Rights**. Exercise any voting rights in respect of shares, units or other securities comprised in any collateral which would have the effect, directly or indirectly, of causing a Default.

(k) **Transactions with Affiliates**. Directly or indirectly enter into or be a party to any transaction including any sale, purchase, lease, license or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate except for:

(i) such transactions on terms not less favourable to the Borrower or such Obligor, as the case may be, than those which would have been obtained in an arms' length transaction with an arms' length party;

(ii) transactions in the ordinary course of business of the Obligor;

(iii) transactions otherwise permitted hereunder; and

(iv) transactions occurring when there is no Default or Event of Default.

(l) **Distributions to Creditors**. Make any payments or distributions to holders of Debt except for (i) the payment of Debt in the ordinary course of business; and (ii) scheduled payments in respect of Permitted Debt, provided that no Default or Event of Default shall have occurred and be continuing or shall exist or would result from such payment or distribution. For avoidance of doubt, any payments of any kind to any bonding provider or surety including Intact is prohibited if there is a Default or an Event of Default.

(m) **Distributions to Shareholders**. Other than the Distribution to WeShall Investments Inc. and 2539593 Ontario Inc. on the Closing Date in accordance with Section 3.2, make any Distribution unless before or after such Distribution (i) there does not exist a Default or Event of Default and (ii) the Total Funded Debt to Combined EBITDA Ratio is less than 3.0:1.0.

(n) **Lease-Backs**. Enter into any arrangements, directly or indirectly, with any Person (other than another Obligor), whereby it shall sell or transfer any Assets, whether now owned or hereafter acquired, used or useful in the Business, in connection with the rental or lease of the Assets so sold or transferred or of other property for substantially the same purpose or purposes as the property so sold or transferred.

(o) **Use of Proceeds**. Use the proceeds of the Advances hereunder, other than for the purposes set out in Sections 2.3 and 3.2.

(p) **Change of Control**. Permit any Change of Control to occur without the prior written consent of the Lender.

(q) **Investments**. Make any Investment other than a Permitted Investment.

(r) **Intellectual Property**. Each of the Obligors shall take commercially reasonable steps to protect, defend and maintain the validity and enforceability of all of its material Intellectual Property and shall not allow any such Intellectual Property to be abandoned, forfeited or dedicated to the public without the Lender's consent except, in each case, where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(s) **Employee Loans**. Pay or lend to or on behalf of the employees, directors, officers, shareholders, partners or unitholders of any Obligor, any credit (other

than ordinary course loans related to such Person's training, employment or any credit in respect of advances of wages).

(t) **Plans**. Except as required by Applicable Law, establish or make material amendments or changes to any Pension Plan other than those currently in place and disclosed to the Lender as of the date of this Agreement which could reasonably be expected to have a Material Adverse Effect, or establish or contribute to any defined benefit pension plan.

(u) **Material Contracts**. The Borrower shall not cause, consent to, or permit any early termination, or material amendment or waiver of any terms or conditions of or obligations under any Material Contract which could reasonably be expected to have a Material Adverse Effect.

(v) **Intentionally Deleted**.

(w) **QM Environmental Inc.** Transfer any Assets or make any Distribution to QM Environmental Inc. or QM Environmental USA Inc. or create any Debt or Lien in favour of QM Environmental Inc. or QM Environmental USA Inc.

11.4 Reporting and Information

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, the Borrower shall, and shall cause each other Obligor to:

(a) Financial and Other Information: furnish to the Lender:

(i) Quarterly Financial Statements. As soon as available and in any event within forty five (45) days after the end of each fiscal quarter of the Borrower, the unaudited quarterly combined financial statements of the Obligors, and direct and indirect Subsidiaries and Joint Ventures (other than TS LP) as of the end of such fiscal quarter, containing comparative financial statements to the budget and to the corresponding figures for the previous year period (including balance sheet and statement of income and statement of changes in financial position), accompanied by a commentary from management on the results and fairly presenting in all material respects the financial position and the results of the operations of the Obligors and direct and indirect Subsidiaries and Joint Ventures on a consolidated basis as of the fiscal quarter then ended.

(ii) Annual Audited Financial Statements. As soon as available and in any event within one hundred and fifty (150) days after the end of each Fiscal Year, the unqualified audited annual combined financial statements of the Obligors and direct and indirect Subsidiaries and Joint Ventures containing comparative combined financial statements for the previous year (including balance sheet, statement of income and statement of

changes in financial position) certified by independent chartered accountants of recognized national standing and accompanied by a commentary from management on the results.

(iii) Unaudited Financial Statements. As soon as available and in any event within one hundred and fifty (150) days after the end of each Fiscal Year of each of the Obligors, the annual unaudited and internally prepared unconsolidated financial statements of the Obligors and direct and indirect Subsidiaries and Joint Ventures containing comparative unconsolidated financial statements for the previous year (including balance sheet, statement of income and statement of changes in financial position).

(iv) Annual Financial Projections. Within sixty (60) days after the end of each Fiscal Year, the financial projections of the Obligors with monthly breakdowns, including financial projections, the proposed budget amount of Capital Expenditures for the upcoming year, income statement, balance sheet, cash flow statement, detailed list of assumptions and projected compliance ratios, in form and substance to the Lender's satisfaction. The financial projections for the current year should include financial projections for all Persons acquired in the previous year.

(v) Compliance Certificate. At each time financial statements are delivered to the Lender pursuant to Section 11.4(a)(i) and (ii), a Compliance Certificate.

(vi) Intellectual Property. Borrower shall notify the Lender within thirty (30) days of any application or registration of trademarks, patents, copyrights or industrial designs of any Obligor. Thereafter, at the cost of the Borrower, the Lender shall be permitted to record its interest in the forgoing intellectual property with the Canadian Intellectual Property Office.

(vii) Annual Pipeline/Backlog Report. An annual pipeline/backlog report shall be provided to the Lender within 45 days of the end of each Fiscal Year of the Borrower.

(viii) Material Adverse Effect. As soon as any officer or director of any Obligor becomes aware, written notice of any change or effect which has or could reasonably be expected to have a Material Adverse Effect, accompanied with all reasonable details thereof.

(ix) Notice of Litigation, etc. As soon as possible, and in any event within ten Banking Days after any Obligor has received notice of the commencement thereof, written notice of any litigation, proceeding or dispute affecting any Obligor or its Assets before any court, tribunal, commission or other administrative agency, from time to time that, in each case, could reasonably be expected to have a Material Adverse Effect; the Obligors

shall provide all reasonable information requested by the Lender concerning the status of any such litigation, proceeding or dispute.

(x) Notice of Default. As soon as possible and in any event within two Banking Days after becoming aware of the occurrence of any Event of Default or becoming aware of any event which constitutes a Default, a statement of a senior officer of the Borrower setting forth details of such Event of Default or Default and the action which the applicable Obligor proposes to take with respect thereto.

(xi) Joint Ventures. As soon as available and in any event within sixty (60) days of the end of each Fiscal Year of the Borrower, the unaudited yearly unconsolidated financial statements for each of the Joint Ventures as of the end of such Fiscal Year.

(xii) Other Information. Furnish to the Lender such other documents, reports and information respecting the condition or operations, financial or otherwise, of the Obligors or their respective Assets, as the Lender may from time to time reasonably request.

(xiii) Bonds. An annual bond report shall be provided to the Lender within 30 days of the end of each Fiscal Year of the Borrower in connection with all surety performance bonds, labour and material payment bonds, maintenance bonds, bid bonds and any other agreements to bond. This report shall include: the type of bond; the parties to the bond including the principal, the surety and the obligee; the amount of each bonded contract; the status of the project to which the bonded contract relates; and whether any amounts have been drawn on the bond.

11.5 Insurance

The Borrower shall, and shall cause each other Obligor to insure and keep insured its Assets and business, and will maintain satisfactory business interruption, cyber security, general liability and civil liability insurance and property insurance, as applicable in respect of an Obligor, for such coverage as a prudent administrator would obtain in the case of similar Assets and business and as satisfactory to the Lender, acting reasonably. Evidence satisfactory to the Lender of such insurance and all renewals and replacements thereof shall be delivered to the Lender by the Borrower forthwith on request, together with evidence of payment of all premiums therefor. Each casualty insurance policy shall contain an endorsement, in form and substance acceptable to the Lender, showing loss under such insurance policy payable to the Lender. Such endorsement, or an independent instrument furnished to the Lender, shall contain a standard mortgage clause, shall provide that the insurance company shall give the Lender at least 30 days written notice (10 days with respect to failure to pay premium) before any such policy of insurance is cancelled and that no act, whether willful or negligent, or default of any Obligor shall affect the right of the Lender to recover under such policy of insurance in case of loss or damage. Upon the occurrence of an Event of Default which is continuing, each Obligor irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents

designated by the Lender) as its true and lawful attorney and mandatory for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Obligor on any cheque, draft, instrument or other item of payment for the proceeds of such policies of insurance and making all determinations and decisions with respect to such policies of insurance.

ARTICLE 12 - SECURITY

12.1 Security

(a) **First Ranking Liens/General Security Agreements**. The payment and performance when due of all Obligations and Other Secured Obligations of the Obligors shall at all times be secured by first ranking Liens for the benefit of the Lender on all present and future Assets of each of the Obligors, subject only to Permitted Liens pursuant to general security agreements granted by each Obligor in favour of the Lender.

(b) **Guarantees**. An unconditional guarantee for the benefit of the Lender by each Guarantor with respect to the payment of the Obligations.

(c) **Intentionally Deleted**.

(d) **Share Pledge**. Pledge of 100% of the shares of QM GP Inc. and Highpoint Environmental Services Inc.

(e) **Partnership Unit Pledge**. Pledge of 48.5% of the Borrower's partnership units of QM Points Contracting LP.

(f) **Insurance**. Assignment of all perils insurance from the Obligors, which shall include property and casualty, cyber security and business interruptions insurance, with the Lender to be named as first loss payee on fire insurance and additional insured on liability insurance.

(g) **New Subsidiaries**. The payment and performance when due of all Obligations of the Borrower shall also be secured by the following to the Lender's entire satisfaction:

(i) Security Documents to be executed by new Subsidiaries in accordance with the provisions of Section 11.1(h), including a general security agreement covering the collateral and an intellectual property security agreement covering all Intellectual Property of the Obligors, each in a form and substance satisfactory to the Lender; and

(h) **Intentionally Deleted**.

(i) **Intentionally Deleted**.

(j) **Other Security**. Any other security documents or agreements required by the Lender, acting reasonably.

12.2 Provisions in Respect of the Security

Each agreement or other document creating, evidencing or relating to the Liens referred to in Section 12.1 shall be in form and substance satisfactory to the Lender, acting reasonably, shall be duly registered, recorded, filed and all other notices given, consents obtained and actions taken, in each case so the Liens created, granted or evidenced therein shall constitute valid and enforceable first ranking Liens for the benefit of the Lender on all the Collateral stated to be subject thereto, subject only to Permitted Liens in each jurisdiction in which the Obligors are incorporated.

12.3 Other Secured Obligations

(a) The Security Documents shall guarantee and secure the following obligations *pari passu* with each other:

(i) the Obligations; and

(ii) the present and future debts, liabilities and obligations of an Obligor to the Lender or Affiliate of a Lender under or in connection with (A) cash management arrangements, (B) any treasury management arrangement or agreements, (C) credit card arrangements; (D) Permitted Hedging Transactions; and (E) other arrangements not made under this Agreement if it is agreed by the Borrower and the Lender that such debts, liabilities and obligations shall be guaranteed and secured by the Security Documents (collectively, the "**Other Secured Obligations**").

(b) If it is agreed by the Borrower and the Lender pursuant to Section 12.3(a)(ii)(D) that such debts, liabilities and obligations shall be guaranteed and secured by the Security Documents, the Obligors and the Lender shall amend the Security Documents as may be necessary to reflect such agreement. The parties to this Agreement confirm that it is their intention that Affiliates of the Lender to whom Other Secured Obligations are owed shall benefit from the Security Documents as described in this Section 12.3, notwithstanding that such Affiliates are not party to this Agreement. The Lender shall act as agent for those Affiliates in holding the Security Documents and it is understood that the Lender's decisions concerning the Security Documents made under this Section 12.3 may reflect the interests of their respective Affiliates. In order to give effect to this intention, the Obligors hereby constitute the Lender as trustee of the benefits of the Security Documents for each of such Lender's Affiliates.

(c) Other Secured Obligations shall not cease to be guaranteed and secured by the Security Documents without the prior written consent of the Person to whom the Other Secured Obligations are owed. If the Obligations have been indefeasibly paid in full and the Credit Facilities have been terminated, each Person to whom

Other Secured Obligations are owed shall release their interest in the Security Documents on receiving Cash Collateral as security for the Other Secured Obligations in an amount satisfactory to such Person, acting reasonably.

(d) Notwithstanding the rights of Persons to whom Other Secured Obligations are owed to benefit from the Security Documents, all decisions concerning the Security Documents (including the enforcement and release thereof) shall be made by the Lender in accordance with this Agreement and no Person owed Other Secured Obligations shall have any additional right to participate in decisions concerning the Security Documents or their enforcement or release as a result of holding Other Secured Obligations so long as this Agreement remains in force. Notwithstanding the termination of this Agreement by reason of the indefeasible repayment in full of the Obligations, or for any other reason, the Other Secured Obligations shall continue to be secured by the Security Documents, except as expressly provided in Section 12.3(c). After the termination of this Agreement, decisions concerning the Security Documents shall be made by those to whom Other Secured Obligations are owed as they may determine amongst themselves.

ARTICLE 13 - DEFAULT AND REMEDIES

13.1 Events of Default

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) **Default in Payment of Principal of Loan**: if any Obligor fails to make any payment of principal on the Revolving Loan within three (3) Banking Days of its due date, whether due by acceleration or otherwise; or

(b) **Other Payment Defaults**: if any Obligor shall fail to make any payment of interest, fees or other payment (other than a payment referred to in clause (a)) due under this Agreement or any Obligor fails to make any other payment due under any Loan Document, in each case within three (3) Banking Days of its due date, whether due by acceleration or otherwise; or

(c) **Inaccurate Representations or Information**: any representation, warranty, statement or certificate, when taken as a whole, made or delivered to the Lender in writing in this Agreement, in any other Loan Documents or any financial statement or other information delivered in writing to the Lender by any Obligor or any of its officers in, or in connection with, this Agreement, in each case, when taken as a whole, is incorrect or misleading in any material respect and (if capable of cure) such breach is not remedied for a period of 20 days following notice thereof by the Lender to the Borrower; or

(d) **Default in Covenants**: if any Obligor shall fail to perform, observe or comply with any other term, covenant or agreement contained in this Agreement (other than payments referred to in Sections (a) and (b)) or in any other Loan Document on its part to be performed, observed or complied with and such failure shall remain unremedied, to the extent capable of being remedied, for a period of 20 days following notice thereof by the Lender to the Borrower; or

(e) **Judgment**: if a final non-appealable judgment or order for the payment of money in excess of CDN$500,000 in the aggregate is rendered against any Obligor and such judgment or order shall continue unsatisfied and unstayed (or shall not have been vacated) for a period of thirty (30) consecutive days; or

(f) **Cross Default to Debt**: if any Obligor shall fail to pay any of its Debt (other than that referred to in Sections (a) and (b)) or any interest or premium thereon, when due (whether at scheduled maturity or by required prepayment, acceleration, demand or otherwise), the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000 and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or there occurs any other default which has not been cured or waived under any agreement or instrument relating to any such Debt, the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000, of any Obligor or any other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or permit the acceleration of, the maturity of such Debt; or any such Debt, the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000, shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(g) **Insolvency; Bankruptcy; etc.**: if any Obligor shall not pay its debts generally as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of its creditors; or any proceeding shall be commenced or instituted by or against any Obligor seeking to adjudicate it bankrupt or insolvent, or seeking the winding-up, reorganization, arrangement, adjustment, dissolution, protection, relief, liquidation or composition of any Obligor or any of its Debt (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), or under any law relating to bankruptcy, insolvency or reorganization or relief of debtors (each, a "**Bankruptcy and Insolvency Law**"), or seeking the appointment of a receiver, receiver-manager, interim receiver, trustee, sequestrator or other similar official for any Obligor or for all or any part of its Assets or seeking the suspension of the operations of any Obligor and, in the case of any such proceeding instituted against any Obligor and in respect of which any Obligor has not by any act indicated its consent to, approval of, or acquiescence in, such proceeding, such proceeding shall remain undismissed or unstayed for a period of 60 days; or any Obligor shall take any corporate or

partnership action to authorize any of the actions set forth above in this Section 13.1(g); or

(h) **Cease to operate**: any Obligor ceases or threatens to cease to carry on business generally; or

(i) **Security**: other than in connection with any action or inaction of the Lender, any Lien created or intended to be created by any Security Document shall cease to be a valid and enforceable first ranking Lien subject only to Permitted Liens; or

(j) **Exercise of Remedies by Other Creditors**: any creditor or other holder of any Lien on all or any material part of the collateral, other than the Lender, shall take any action or proceedings, or shall authorize or instruct any other Person on its behalf to take any action or proceedings, to commence any enforcement or realisation under, or exercise or pursue any rights, recourses or remedies under, any agreement or other instrument creating a Lien on any of the Collateral, unless in each case such action, proceedings, enforcement or exercise of rights, recourses and remedies is dismissed or withdrawn within thirty (30) days of its commencement or unless the validity thereof is being contested diligently and in good faith by or on behalf of the relevant Obligor by proper legal proceedings, and provided any action has not proceeded to final non-appealable judgment and any other enforcement or exercise of rights or remedies has not proceeded to a stage where the Assets of the relevant Obligor may be sold or the rights of the Lender in such Assets impaired or reduced in value; or

(k) **Seizure, etc**.: if a seizure or attachment is made of, or enforcement made against, any Assets of any Obligor (other than in respect of a Lien contemplated in Section (i)) which Assets in the aggregate have a book value in excess of CDN$500,000, provided that such seizure, enforcement or taking of possession or control continues in effect and remains undischarged for a period of thirty (30) days; or

(l) **Material Adverse Effect**: any event occurs or fails to occur which singly or in the aggregate constitutes a Material Adverse Effect; or

(m) **Change of Control**: a Change of Control shall occur, other than with the Lender's prior written consent in accordance with Section 11.3; or

(n) **Termination of Guarantee**: if any Guarantor withdraws or terminates, or attempts to withdraw or terminate its Guarantee.

13.2 Effect of a Default

Upon the occurrence and during the continuation of any Event of Default, the Lender, by notice to the Borrower may (i) declare the obligation of the Lender to make any further Advances to the Borrower to be terminated, whereupon the Credit Facilities are forthwith terminated, and/or (ii) declare the Loan, all interest accrued and unpaid thereon, an amount equal

to the maximum amount available to be drawn under all outstanding and unexpired Letters of Credit, and all other amounts payable by the Borrower under or pursuant to this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loan, all such accrued interest and all such other amounts shall become and be forthwith immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. Thereupon, the Borrower shall immediately pay to the Lender all such amounts due and payable. In addition to the foregoing, if an Event of Default pursuant to Section 13.1(g) shall occur, the obligation of the Lender to make any further Advances shall automatically be terminated and the Loan, all interest accrued and unpaid thereon, an amount equal to the maximum amount available to be drawn under all outstanding and unexpired Letters of Credit and all other amounts payable by the Borrower under or pursuant to this Agreement and the other Loan Documents shall automatically be and become immediately due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower, and thereupon the Borrower shall immediately pay to the Lender all such amounts due and payable. For greater certainty, the Borrower will be considered to be in default of its obligations hereunder by the mere lapse of time provided for performing such obligations, without any requirement of further notice or other act of the Lender unless a notice is specifically required hereunder. If an Event of Default shall have occurred and be continuing, the Lender may immediately exercise all rights and remedies it may have under this Agreement and the other Loan Documents and by Applicable Law, all without any additional notice, presentment, demand, protest, notice of dishonour, take possession of any of the collateral, or any other action, notice of all of which are expressly waived by the Obligors.

13.3 Remedies Cumulative; No Waiver

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender under this Agreement and the other Loan Documents are cumulative and are in addition to, not in substitution for, any rights or remedies provided by any Applicable Law; no failure on the part of the Lender to exercise, and no delay in exercising, any right or remedy hereunder or thereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained prejudice or preclude any other or further exercise thereof or the exercise of any other right or remedy for the same or any other default or breach and shall not waive, alter, affect or prejudice any other right or remedy.

13.4 Set-Off

In addition to, and not in limitation of, any rights now or hereafter granted under Applicable Law, the Lender is hereby expressly authorized (but not obliged), at any time or from time to time upon the occurrence of an Event of Default, to set-off or compensate and to appropriate and to apply any and all deposits, general or special, matured or unmatured, and any other indebtedness at any time held by or owing by the Lender to, or for the credit of, or the account of, the Obligors against and on account of the Obligations due and payable to the Lender under this Agreement and the other Loan Documents including, without limitation, all claims of any nature or description arising out of, or connected with, this Agreement and the other Loan

Documents, irrespective of whether or not any demand therefor has been made and although such obligations and liabilities of, or claims against, the Obligors, are contingent or unmatured. The Lender shall upon any such set-off, compensation or appropriation give notice to the Borrower.

ARTICLE 14 - NOTICE

14.1 Notices, Etc.

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing to the party for whom it is intended and shall be mailed, sent or delivered, to such party at its address set forth opposite its signature below or shall be sent by telecopier or other means of rapid communication at its rapid communication address set forth opposite its signature below, or at such other address or rapid communication address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if mailed, three Banking Days after deposited in the mail, first class, postage prepaid, (ii) if delivered, when delivered, and (iii) if sent by telecopier, electronic mail or other means of rapid communication, including portable document format (PDF) on the date of transmission if transmitted before 5:00 p.m. (Toronto time) on a Banking Day or, in any other case, on the next following Banking Day. In the event of a postal strike or any slow-down in the postal service, no notice of or communication by mail shall be effective if sent during, or within five Banking Days prior to the commencement of, such strike or slow-down unless it is actually received by the party to whom it is addressed and, in such event, it shall be effective only on the date of actual receipt.

ARTICLE 15 - GOVERNING LAW; JURISDICTION

15.1 Governing Law

This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15.2 Forum Selection; Consent to Jurisdiction

Any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby may be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein or in any other Loan

Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

ARTICLE 16 - MISCELLANEOUS

16.1 Successors and Assigns

(a) This Agreement shall become effective when it shall have been executed by the Lender and the Obligors and thereafter shall be binding upon and inure to the benefit of the Lender and the Obligors and its respective successors and permitted assigns.

(b) Except as otherwise required or permitted hereunder, no Obligor shall have the right to assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Lender.

(c) In the event of an assignment of part of the Loans (where the Lender still owns part of the Loan) or a participation, the Lender, acting solely for this purpose as an agent of the Borrower, shall maintain a register for the recordation of the names and addresses and principal amounts (and stated interest) of the Loans owing to each Lender and each Participant (as such term is defined below) (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the Lender(s) shall treat each Person whose name is recorded in the Register as a Lender hereunder or owner of a participation, as applicable, for all purposes of this Agreement.

(d) The Lender may, at any time, upon the prior written consent of the Borrower not to be unreasonably withheld, assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement in a minimum amount of Cdn$5,000,000 and thereafter in minimum increments of Cdn$100,000. For purposes of this Agreement, "Eligible Assignee" means any Person other than a natural Person that is (i) an Affiliate of the Lender; or (ii) an entity that possesses financial sophistication and standing similar to that of the Lender and is not a Competitor of the Borrower. Subject to notification of an assignment, the Eligible Assignee shall be a party hereto and, to the extent of the interest assigned, have the rights and obligations of the Lender under this Agreement, and the Lender shall, to the extent of the interest assigned, be released from its obligations under this Agreement (and, in the case of an assignment covering all of the Lender's rights and obligations under this Agreement, the Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Article 7, Article 8 and Section 16.4). The Borrower hereby agrees to execute any amendment and/or any other document that may be necessary to effectuate such an assignment, including an amendment to this Agreement to provide for multiple Lenders and an administrative agent to act on behalf of such Lenders (including, without limitation, a "required lender" (or analogous definition) threshold and related

consent rights). Any assignment or transfer by the Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by the Lender of a participation in such rights and obligations in accordance with Section 16.1(e). For purposes hereof, a "Competitor" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in substantially the same business as the Business, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than 5% of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the Board of Directors of such Competitor. Notwithstanding anything to the contrary herein, the prior written consent of the Borrower shall not be required for such assignment upon the occurrence of an Event of Default which is continuing.

(e) The Lender may, at any time, without the consent of the Borrower, sell participations to one or more banks or other entities that are not Competitors (each, a "**Participant**") in all or a portion of the Lender's rights and obligations under this Agreement in minimum increments of US$500,000; *provided that* (i) the Lender's obligations under this Agreement shall remain unchanged; (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement.

(f) The Lender may deliver a copy of any financial statement or any other information relating to the business, Assets or condition (financial and otherwise) of the Obligors which may be furnished to it under this Agreement, the other Loan Documents or otherwise to any prospective or other Participant or Eligible Assignee to the extent reasonably required by such Participant or Eligible Assignee in connection with its interest or the proposed acquisition of an interest in the Credit Facilities as long as such party is subject to the confidentiality provisions required under this Agreement.

(g) Intentionally Deleted.

(h) The Lender agrees (on behalf of itself and each of its Affiliates, Subsidiaries, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound lending practices, any non-public information supplied to it by the Obligors pursuant to this Agreement or any other Loan Document (and which is not independently known to the Lender) provided that nothing herein shall limit the disclosure of any such information (i) to the extent required by Applicable Law or judicial process, (ii) to counsel for the Lender, (iii) to the Lender's examiners, auditors or accountants, (iv) in connection with any litigation to which the Lender

is a party, (v) to any Affiliate of the Lender, or **[(vi) to any Eligible Assignee or Participant (or prospective Eligible Assignee or Participant);]** provided, further, that unless specifically prohibited by Applicable Law or court order, the Lender shall, prior to disclosure thereof, notify the Borrower of any request for disclosure of any such non-public information (x) by any governmental agency or representative thereof (other than any such request in connection with an examination of the Lender's financial condition by such governmental agency), or (y) pursuant to legal process; and provided finally that in no event shall the Lender, its Affiliates or any Eligible Assignee, be obligated or required to return any materials furnished by the Obligors.

16.2 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate, affect or impair the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable any such provision in any other jurisdiction.

16.3 Amendments, Waivers, Etc.

No amendment, modification or waiver of any provision of, and no waiver of the strict observance, performance or compliance by the Obligors with any term, covenant, condition or agreement contained in this Agreement or any other Loan Document and no indulgence granted by the Lender or consent to any departure by the Obligors therefrom, shall in any event be effective unless it shall be in writing and signed by the Lender and the Obligors, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

16.4 Indemnity

In consideration of the execution and delivery of this Agreement by the Lender and the agreement to extend the commitments provided hereunder, the Borrower hereby agrees to indemnify and hold the Lender and each of the officers, directors, employees, Affiliates, advisors, agents, and other representatives of the Lender (each a "**Lender Party**") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses (other than such expenses payable by the Borrower in accordance with Section 8.5), including reasonable legal fees and expenses (collectively, the "**Indemnified Liabilities**"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to the negotiation, execution, delivery, performance or enforcement of this Agreement or any other Loan Document by any Lender Party, except to the extent any such Indemnified Liabilities result from the applicable Lender Party's own gross negligence, bad faith or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Notwithstanding the foregoing, each Lender Party shall be obligated to refund and return any and all amounts paid by the Borrower to such Lender Party for fees, expenses or damages to the extent such Lender Party is not entitled to payment of such amounts in accordance with the terms hereof. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment and satisfaction

of each of the Indemnified Liabilities which is permissible under Applicable Law, but subject to the preceding sentence regarding return of funds. All Obligations provided for in this Section 16.4 shall survive repayment of the Loans, any foreclosure under, or any modification, release or discharge of, any or all of the Security Documents and termination of this Agreement.

16.5 Direct Obligation

Notwithstanding any other provision hereof, the Obligors shall be obligated directly towards the Lender as well as any other amounts which may be payable by the Borrower to the Lender pursuant to or in connection with this Agreement, any other Loan Document or any Borrowings. Any default of any party hereto in the performance of its obligations shall not release any of the other parties hereto from the performance of any of their respective obligations.

16.6 Term of Agreement

This Agreement shall continue in full force and effect until all of the Credit Facilities have terminated and all Obligations (other than contingent or indemnification obligations not then due, obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made or other obligations that specifically survive termination) of the Borrower have been paid and satisfied in full.

16.7 Further Assurances

The Obligors agree to do, execute, acknowledge, deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, opinions and assurances as may be reasonably requested by the Lender from time to time during the term hereof for the purpose of effecting the transactions contemplated hereby and by the other Loan Documents.

16.8 Account kept by the Lender

The Lender shall keep in its books, accounts for the Credit Facilities and other amounts payable by the Borrower under the Credit Facilities. The Lender shall keep appropriate registers showing the amount of the indebtedness of the Borrower in respect of the Credit Facilities and showing each payment or repayment of principal and interest made in respect of such indebtedness. Such registers shall constitute (in the absence of manifest error) prima facie evidence of their content against the Borrower; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Lender to keep such registers. The Lender shall supply the Borrower, on demand, with copies of such registers.

16.9 Paramountcy

To the extent that any provision of this Agreement is inconsistent with the provisions of any other Loan Document, the provisions of this Agreement shall prevail.

16.10 Disclosure of Information

The Lender may, upon the prior written consent of the Borrower in its sole discretion, reproduce, disclose and use information about the Borrower (including, without limitation, the Borrower's name and any identifying logos) and the Credit Facilities, other than the amounts available thereunder (all such information being called the "**Information**"), to enable the Lender to publish promotional "tombstones" and other forms of notices of the financing herein contemplated in any manner and in any media (including, without limitation, brochures). The Borrower acknowledges and agrees that the Lender shall be entitled to determine, in its discretion, whether to use the Information, that no compensation will be payable by the Lender resulting therefrom and that the Lender shall have no liability whatsoever to the Borrower or any of its employees, officers, directors, Affiliates or shareholders in obtaining and using the Information in accordance with this Section 16.10.

16.11 Execution in Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16.12 Whole Agreement; Termination of Existing Commitment Letter

This Agreement constitutes the whole agreement between the parties in respect of the Credit Facilities, and as and from the date of this Agreement, cancels and supersedes any other prior agreements, undertakings, declarations and representations, written or oral, in respect thereto. The parties hereby confirm that upon the refinancing of the indebtedness owing under the Existing Commitment Letter in accordance with Section 3.2, the Existing Commitment Letter shall be of no further force or effect.

16.13 English Language

The parties confirm that it is their express wish that this Agreement and any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

16.14 Remedies Cumulative

No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No breach of any provision of any Loan Document may be waived or discharged verbally, and any waiver of, or consent to, any departure by any Obligor therefrom shall in any event be effective unless the same shall be made by way of an instrument in writing

signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the time and purpose for which given. Without limiting the generality of the foregoing, the making of an Advance shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

16.15 Judgement Currency

If, for the purpose of obtaining a judgment in any court, it is necessary to convert a sum due to the Lender in any currency (the "Original Currency") into another currency (the "Other Currency"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Lender may purchase the Original Currency with the Other Currency on the Banking Day preceding the day on which the final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied. The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lender under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Banking Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with the Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender against any loss and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

16.16 Waiver of Jury Trial.

The parties hereto hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the parties hereto. The Borrower acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lender entering into this Agreement.

[Remainder of page intentionally left blank. Following pages are signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Lender:

THE BANK OF NOVA SCOTIA

Address:
40 King Street West, 14th Floor, Toronto, ON M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

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

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

Borrower:

QM LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Guarantors:

QMF LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

DocuSign Envelope ID: 6F558F8F-1DA0-4CE9-8F14-7B2D947A4637

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Lender:

THE BANK OF NOVA SCOTIA

Address:
40 King Street West, 14th Floor, Toronto, ON M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

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

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

Borrower:

QM LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: DocuSigned by: Agnes Wietrzynski B22D0C8C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Guarantors:

QMF LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: DocuSigned by: Agnes Wietrzynski B22D0C8C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

DocuSign Envelope ID: 6F558F8F-1DA0-4CE9-8F14-7B2D947A4637

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: DocuSigned by: Kamika McLean 5B5E3A14C62A406...
Name: Kamika McLean
Title: Corporate Secretary

EXHIBIT A
COMPLIANCE CERTIFICATE

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

The undersigned hereby certifies to the Lender, pursuant to Section 11.4(a)(v) of the Credit Agreement, solely in their capacity as _____ of QM GP Inc., the sole general partner of the Borrower, and without personal liability, that as of the date hereof:

1. Unless otherwise defined herein, all capitalized terms appearing in this certificate (including its Schedules) which are defined in the Credit Agreement shall have the meanings assigned to such terms in the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement (including, without limitation, the financial covenants and ratios set forth in Section 11.2 of the Credit Agreement and the representations, warranties and covenants set forth in the Credit Agreement), and I have made all appropriate investigations of the records of the Borrower and have asked all questions to the other executives and officers of the Borrower as I have deemed necessary or useful to allow me to give this certificate knowledgeably.

3. Based on the foregoing, the calculations set forth below (on a consolidated basis) are true and correct and have been made in accordance with the Credit Agreement.

    (a) Fixed Charge Coverage Ratio: **[INSERT CALCULATED RATIO]**
        (i) Covenant: Maintain a minimum Fixed Charge Coverage Ratio of not less than 1.10:1.0, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

    (b) Total Funded Debt to Combined EBITDA Ratio: **[INSERT CALCULATED RATIO]**
        (i) Covenant: Maintain a Total Funded Debt to Combined EBITDA Ratio of less than or equal to 3.50:1.00, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

4. As of the date hereof, to the best of my knowledge after reasonable enquiry, the Borrower and the other Obligors are in compliance with the covenants set forth in Article 11 of the Credit Agreement.

5. The Obligors represent and warrant that each of the representations and warranties made by them in the Credit Agreement and Loan Documents are true and correct in all material respects on and as of the date of this Compliance Certificate, except to the extent such

representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

8. As of the date hereof, to the best of my knowledge after reasonable enquiry, no Default or Event of Default has occurred and is continuing under the Credit Agreement.

9. The **[UNAUDITED/AUDITED]** financial statements and financial projections of the Borrower for the fiscal **[QUARTER/YEAR]** most recently ended are hereby delivered to the Lender together with this certificate in accordance with the Credit Agreement. Such financial statements and projections including balance sheet, statement of income and statement of changes in financial position of the Borrower, present fairly and in all material respects the financial condition of the Borrower as at the date of such financial statements and the results of the operations of the Borrower for the period covered by such financial statements, all in accordance with GAAP consistently applied, unless otherwise noted.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____

Name:

Title:

EXHIBIT B
NOTICE OF BORROWING REVOLVING FACILITY

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby request a Borrowing under the Revolving Facility, as indicated in Table 1 attached hereto. The Borrower hereby confirms that the proceeds of the Borrowing will be used in accordance with the Credit Agreement.

The Borrower represents and warrants that each of the representations and warranties made by the Borrower in the Credit Agreement and Loan Documents are true and correct in all material respects on and as of the date of this Notice of Borrowing Revolving Facility, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

The Borrower further represents and warrants that, as of the date of this Notice of Borrowing Revolving Facility, (i) no Default or Event of Default has occurred and is continuing, and (ii) no event or circumstance has occurred or is likely to occur which could have a Material Adverse Effect on the Obligors, which has not been disclosed to the Lender.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____

Name:

Title:

TABLE 1

Form of Advance	**Drawdown Date**	**Amount or Selected Amount**
[For CA: Prime Rate Advance/ Bankers' Acceptance/ Letter of Credit] [For USD: Base Rate Advance/ SOFR Advance/ Letter of Credit	_____, 202_	[CA/US] $ _____

EXHIBIT C
NOTICE OF BORROWING TERM FACILITY

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby request a Borrowing under the Term Facility, as indicated in Table 1 attached hereto. The Borrower hereby confirms that the proceeds of the Borrowing will be used in accordance with the Credit Agreement.

The Borrower represents and warrants that each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Borrowing Term Facility, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

The Borrower further represents and warrants that, as of the date of this Notice of Borrowing Term Facility, (i) no Default or Event of Default has occurred and is continuing, and (ii) no event or circumstance has occurred or is likely to occur which could have a Material Adverse Effect on the Obligors, which has not been disclosed to the Lender.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

TABLE 1

Form of Advance	**Drawdown Date**	**Amount or Selected Amount**
[Prime Rate Advance/ Bankers' Acceptance]	_____, 202_	CA$_____

EXHIBIT D
NOTICE OF CONVERSION

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

1. The undersigned hereby requests the Conversion of an Advance under the Credit Agreement as follows:

    a. Credit Facility:

        i. [__] Term Facility.

        ii. [__] Revolving Facility.

    b. Conversion Date: **[DATE]** (the "**Conversion Date**"), which day is a Banking Day.

    c. Type of maturing Advance converted from: **[TYPE OF ADVANCE]**

    d. Type of new Advance converted to: **[TYPE OF ADVANCE]**

    e. Amount of Conversion (if less than the full amount of the maturing advance is being converted, indicate the amount being converted and the amount that will not be): **[CA/US]$[AMOUNT]**

    f. Interest Period or term (See Section 4.2 of the Credit Agreement): **[INTEREST PERIOD OR TERM]**

2. The undersigned hereby certifies that:

    a. Each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Conversion, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

    b. The Borrower has complied with, and as of the date hereof is continuing to comply with, all of the covenants set out in Article 11 of the Credit Agreement.

    c. No event has occurred and is continuing that constitutes a Default or an Event of Default.

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

EXHIBIT E
NOTICE OF ROLLOVER

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

The undersigned hereby requests the Rollover of Advances under the Credit Agreement as follows:

1. **Credit Facility:**	[__] Term Facility [__] Revolving Facility
2. **Rollover Date:**	[DATE] (the "**Rollover Date**"), which day is a Banking Day.
3. **Type of Advance(s) to be rolled over:**	[__] [SOFR] Advance [__] Bankers' Acceptance
4. **Amount of Rollover:** (if less than the full amount of the maturing advance is being rolled over, indicate the amount being rolled over and the amount that will not be rolled over)	[CA/US] $[AMOUNT]
5. **Interest Period (SOFR Advances) or term (Bankers' Acceptances)**:	[INTEREST PERIOD OR TERM IN DAYS OR MONTHS]

The undersigned hereby certifies that:

a) Each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Rollover, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

b) The Borrower has complied with, and as of the date hereof is continuing to comply with, all of the covenants set out in Article 11 of the Credit Agreement.

c) No event has occurred and is continuing that constitutes a Default or an Event of Default.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

EXHIBIT F
NOTICE OF OPTIONAL REPAYMENT
REVOLVING/TERM FACILITY

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby notify you that on [INSERT DATE], we shall repay an amount of [CA/US]$ [INSERT AMOUNT] of the **[**Revolving Facility/Term Facility] to be applied as indicated in Table 1 attached hereto.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

TABLE 1

Loans against which repayment is to be applied	Amount	Selected Maturity Date
	[CA/US]$_____	

SCHEDULE 1.1(CCCCC)
PERMITTED LIENS

BORROWER

See attached.

QMF LP

See attached.

TWT LP

See attached.

QUANTUM HOLDINGS LP

See attached.

QM GP INC.

See attached.

HIGHPOINT ENVIRONMENTAL SERVICES INC.

See attached.

Gardiner Roberts LLP

MANITOBA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
QM LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080063
Search Conducted On:	27FEB2023 1:42:06 PM

DISCLAIMER:
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MANITOBA PPR SEARCH SUMMARY
QM LP

	Reg. No.	Debtors	Secured Parties
1.	202301490102 ***The Personal Property Security Act*** 30JAN2023 Expires: 30JAN2029	QM LP 5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD SUITE 400 BURLINGTON, ON L7L6Z8 Canada
	General Collateral ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. **Serial Collateral** Motor Vehicle (2020) 2020 CATERPILLAR 730-04		
	Reg. No.	**Debtors**	**Secured Parties**
2.	202301259001 ***The Personal Property Security Act*** 25JAN2023 Expires: 25JAN2029	QM LP 5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED 3457 SUPERIOR COURT UNIT 2 OAKVILLE, ON L6L0C4 Canada
	General Collateral		

	ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. **Serial Collateral** Motor Vehicle (CAT00336JYBN10383) 2020 CATERPILLAR 336-07		
	Reg. No.	**Debtors**	**Secured Parties**
3.	202217261106 ***The Personal Property Security Act*** 13OCT2022 Expires: 13OCT2028 Purchase Money Security Interest	QM LP 3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON L5L5Z7 Canada QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H4M2 Canada
	General Collateral TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (JALE5W168P7301760) 2023 ISUZU NRR		
	Reg. No.	**Debtors**	**Secured Parties**
4.	202217261106 ***The Personal Property Security Act*** 13OCT2022 Expires: 13OCT2028	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM LP	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H4M2 Canada

	Purchase Money Security Interest	QMF LP TWT LP	
	General Collateral TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (JALE5W168P7301760) 2023 ISUZU NRR		

	Reg. No.	Debtors	Secured Parties
5.	202217011100 ***The Personal Property Security Act*** 07OCT2022 Expires: 07OCT2028 Purchase Money Security Interest	QM LP 5155 Spectrum Way Unit 8 MISSISSAUGA, ON L4W5A1 Canada QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H4M2 Canada
	General Collateral EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (HHKHK903CE0000176) 2022 HYUNDAI HX350AL		

	Reg. No.	Debtors	Secured Parties
6.	202216105208	QM LP 3580 LAIRD RD, UNIT 1	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway

	The Personal Property Security Act 23SEP2022 Expires: 23SEP2028 Purchase Money Security Interest	MISSISSAUGA,, ON L5L5Z7 Canada QMF LP TWT LP	Burnaby, BC V5H4M2 Canada
	General Collateral LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (HHKHWL50JL0000187) 2022 HYUNDAI HL955A		

	Reg. No.	Debtors	Secured Parties
7.	202202593404 ***The Personal Property Security Act*** 22FEB2022 Expires: 22FEB2027 Purchase Money Security Interest	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM GP INC.	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXTMF236841) 2022 JOHN DEERE		

	Reg. No.	Debtors	Secured Parties
8.	202202507206	QM LP 5155 SPECTRUM WAY UNIT 8	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000

	The Personal Property Security Act 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	MISSISSAUGA, ON L4W5A1 Canada QM GP INC.	GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXPMF236825) 2022 JOHN DEERE		

	Reg. No.	Debtors	Secured Parties
9.	202202505807 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM GP INC.	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXAMF236833) 2022 JOHN DEERE		

	Reg. No.	Debtors	Secured Parties
10.	202202505408 ***The Personal Property Security Act***	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W5A1	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5

	18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	Canada QM GP INC.	Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE		

	Reg. No.	Debtors	Secured Parties
11.	202202503103 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM GP INC.	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXJMF236827) 2022 JOHN DEERE		

	Reg. No.	Debtors	Secured Parties
12.	202122657002 ***The Personal Property Security Act***	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5

	23DEC2021 Expires: 23DEC2026 Purchase Money Security Interest	Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC. QM LP	Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202220707719 (13DEC2022 12:23) Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
13.	202122657002 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2026 Purchase Money Security Interest	QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

Serial Collateral
Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G

Change History
202220707719 (13DEC2022 12:23) Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
14.	202122655000 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2025 Purchase Money Security Interest	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC. QM LP	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND

	REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS **Serial Collateral** Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G **Change History** 202221403918 (28DEC2022 09:11) Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
15.	202122655000 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2025 Purchase Money Security Interest	QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS **Serial Collateral** Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G		

	Change History 202221403918 (28DEC2022 09:11) Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
16.	201913230707 ***The Personal Property Security Act*** 02AUG2019 Expires: 02AUG2023 Purchase Money Security Interest	QM LP 3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON L5L5Z7 Canada	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H4M2 Canada
	General Collateral TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL **Serial Collateral** Trailer (4ZEGD1636K1185545) 2019 LOAD TRAIL GD8316073 1695 Trailer (4ZEGMA165K1182993) 2019 LOADTRAIL GMA831648 8194 Trailer (4ZEGMA161K1182991) 2019 LOADTRAIL DROP N GO ROLL Trailer (4ZEGMA163K1182992) 2019 LOADTRAIL DROP N GO ROLL Trailer (4ZEGMA162K1182532) 2019 LOADTRAIL GMA831648 8194 Trailer (4ZEGMA161K1182473) 2019 LOADTRAIL GMA831648 8194		
	Reg. No.	**Debtors**	**Secured Parties**
17.	201803529804 ***The Personal Property Security Act*** 01MAR2018 Expires: 01MAR2028	QM LP 3580 LAIRD ROAD UNIT 1 Mississauga, ON L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON L4W 0B4 Canada
	General Collateral The security interest is taken in all of the debtor's persent and after-acquired personal property. **Change History** 202301671018 (01FEB2023 14:56) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
18.	201803305400 ***The Personal Property Security Act***	QM LP 3580 Laird Road, Unit 1 Mississauga, Ontario L5L 5Z7	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W 0B4

	27FEB2018 Expires: 27FEB2028	Canada	Canada
	General Collateral *The security interest is taken in all of the debtor's present and after-acquired personal property. **Change History** 202301376016 (27JAN2023 10:18) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
19.	201716396105 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202121037418 (26NOV2021 09:41) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
20.	201716396105	QM LP	VFS CANADA INC.

	The Personal Property Security Act 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202121037418 (26NOV2021 09:41) Expiry Date		

	Reg. No.	Debtors	Secured Parties
21.	201716393408 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC. QM LP	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409,
TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE
SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS,
ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME,
CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED
THERETO.

Serial Collateral
Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G

Change History
202121037116 (26NOV2021 09:39) Expiry Date

	Reg. No.	Debtors	Secured Parties
22.	201716393408 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409,
TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE
SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS,
ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME,
CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED
THERETO.

Serial Collateral
Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G

Change History

	202121037116 (26NOV2021 09:39) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
23.	201716391405 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM GP INC. QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL **Change History** 202121036713 (26NOV2021 09:36) Expiry Date 201716398310 (08SEP2017 11:25) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
24.	201716391405 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

		QM LP, BY ITS GENERAL PARTNER, QM GP INC.	

General Collateral
2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.

Serial Collateral
Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL

Change History
202121036713 (26NOV2021 09:36) Expiry Date
201716398310 (08SEP2017 11:25) Expiry Date

	Reg. No.	Debtors	Secured Parties
25.	201716390808 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM GP INC. QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME,

	CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G **Change History** 202121036616 (26NOV2021 09:35) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
26.	201716390808 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G **Change History** 202121036616 (26NOV2021 09:35) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
27.	201606198901 ***The Personal Property Security Act*** 06APR2016	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

	Expires: 06APR2023	QM GP INC	

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (70104) 2016 KOMATSU WA500-7

Change History
201723037110 (20DEC2017 14:59) Expiry Date

	Reg. No.	Debtors	Secured Parties
28.	201606198600 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (90258) 2016 KOMATSU D65PX-18

Change History

	202204282910 (21MAR2022 14:20) Expiry Date 201901966317 (06FEB2019 10:28) Expiry Date

	Reg. No.	Debtors	Secured Parties
29.	201606186709 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (90289) 2016 KOMATSU D65PXI-18

Change History
202204282813 (21MAR2022 14:19) Expiry Date
201901966015 (06FEB2019 10:26) Expiry Date

	Reg. No.	Debtors	Secured Parties
30.	201606186105 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE,SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER,

	DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (10053) 2016 KOMATSU HM300-5 **Change History** 201816570013 (13SEP2018 10:44) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
31.	201606184200 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (10074) 2016 KOMATSU HM400-5 **Change History** 201900324117 (07JAN2019 15:16) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
32.	201604958801 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM LP 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA

General Collateral
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information
Subordination to The Bank of Nova Scotia

Change History
201803504119 (01MAR2018 09:33) Additional Information

	Reg. No.	Debtors	Secured Parties
33.	201604260200 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (10047) 2015 KOMATSU HM300-5
Motor Vehicle (10047) 2016 KOMATSU HM300-5

Change History
201900115712 (03JAN2019 10:56) Expiry Date
201608607710 (10MAY2016 15:36) Business Debtors
201604283111 (09MAR2016 15:49) Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
34.	201604256904 ***The Personal Property Security Act***	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4

	09MAR2016 Expires: 09MAR2023	Canada QM GP INC	Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (10046) 2016 KOMATSU HM300-5

Change History
201900115313 (03JAN2019 10:52) Expiry Date
201608600219 (10MAY2016 14:55) Business Debtors
201604284819 (09MAR2016 16:06) Secured Parties, Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
35.	201604256505 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral

	Motor Vehicle (10048) 2016 KOMATSU HM300-5 **Change History** 201900114813 (03JAN2019 10:46) Expiry Date 201608594413 (10MAY2016 14:23) Business Debtors 201604294512 (09MAR2016 16:30) Secured Parties, Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
36.	201604254103 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada
	General Collateral QUICK COUPLER S/N 1W38452-1, 54" DIGGING BUCKET S/N 3W53569-2, 84" CLEAN UP BUCKET S/N 1W38556-1 ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (85043) 2016 KOMATSU PC490LC-11 **Change History** 201900114414 (03JAN2019 10:40) Expiry Date 201608593018 (10MAY2016 14:17) Business Debtors 201604297813 (09MAR2016 17:06) Secured Parties, Serial Numbered Goods		

Gardiner Roberts LLP

BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
QM LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080006
Search Conducted On:	27FEB2023 2:37:08 PM

DISCLAIMER:
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BRITISH COLUMBIA PPR SEARCH SUMMARY
QM LP

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 156931J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 8:50:39 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10048 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. - PPSA SECURITY AGREEMENT		
	240821L RENEWAL4 Years Reg. Date: January, 03, 2019 8:25:06 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
	279268J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:44:20 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	

	TO REPLACE 3 DEBTORS WITH 2 NEW DEBTORS		
	158009J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 2:18:41 PM PST		
	MV (10048 2016 KOMATSU) *** ADDED *** MV (10048 2015 KOMATSU) ** DELETED ** CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
2.	Base Registration: 156943J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 8:56:08 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10046 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	240834L RENEWAL4 Years Reg. Date: January, 03, 2019 8:29:17 AM PST		

	Expires: March, 09, 2023 11:59:59 PM PST		
	279259J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:42:15 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
	TO REPLACE 3 DEBTORS WITH 2 NEW DEBTOR		
	157955J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 2:01:17 PM PST		
	MV (10046 2016 KOMATSU) *** ADDED *** MV (10046 2015 KOMATSU) ** DELETED ** CHANGING YEAR		

	Reg. No.	Debtors	Secured Parties
3.	Base Registration: 156947J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 8:58:56 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10047 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER,		

	DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	240837L RENEWAL4 Years Reg. Date: January, 03, 2019 8:32:08 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
	279293J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:50:45 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
	TO RELACE 3 DEBTORS WITH 2 NEW DEBTORS		
	157924J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 1:46:49 PM PST		
	MV (10047 2016 KOMATSU) *** ADDED *** MV (10047 2015 KOMATSU) ** DELETED ** CHANGING YEAR		

	Reg. No.	Debtors	Secured Parties
4.	Base Registration: 157009J ***PERSONAL PROPERTY SECURITY ACT***	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.

NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 9:18:59 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*		
MV (85043 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. QUICK COUPLER S/N 1W38452-1, 54\ DIGGING BUCKET S/N 3W53569-2, 84\ CLEAN UP BUCKET S/N 1W38556-1 - PPSA SECURITY AGREEMENT		
240818L RENEWAL4 Years Reg. Date: January, 03, 2019 8:23:58 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
279243J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:36:35 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
TO REPLACE 3 DEBTORS WITH 2 NEW DEBTORS		
158372J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 3:07:25 PM PST		
MV (85043 2016 KOMATSU) *** ADDED ***		

	MV (85043 2015 KOMATSU) ** DELETED ** CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
5.	Base Registration: 209774J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 9:25:35 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (90258 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	609738N RENEWAL1 Years Reg. Date: March, 21, 2022 1:02:56 PM PST Expires: April, 06, 2023 11:59:59 PM PST		
	304364L RENEWAL3 Years Reg. Date: February, 06, 2019 8:13:27 AM PST Expires: April, 06, 2022 11:59:59 PM PST		

BRITISH COLUMBIA PPR SEARCH SUMMARY
QM LP

	Reg. No.	Debtors	Secured Parties
6.	Base Registration: 209783J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 9:28:32 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (70104 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	471460K RENEWAL4 Years Reg. Date: December, 20, 2017 1:00:51 PM PST Expires: April, 06, 2023 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
7.	Base Registration: 210086J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:15:24 AM PST Expires: April, 06, 2023 11:59:59 PM PST	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.

	Status: Active		
	MV (90289 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	609737N RENEWAL1 Years Reg. Date: March, 21, 2022 1:02:10 PM PST Expires: April, 06, 2023 11:59:59 PM PST		
	304357L RENEWAL3 Years Reg. Date: February, 06, 2019 8:09:46 AM PST Expires: April, 06, 2022 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
8.	Base Registration: 210111J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:18:58 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10053 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES,		

	MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	022084L RENEWAL4 Years Reg. Date: September, 13, 2018 8:34:41 AM PST Expires: April, 06, 2023 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
9.	Base Registration: 210124J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:22:17 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10074 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	247628L RENEWAL4 Years		

	Reg. Date: January, 07, 2019 1:41:55 PM PST Expires: April, 06, 2023 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
10.	Base Registration: 443329J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: July, 28, 2016 12:30:16 PM PST Expires: July, 28, 2023 11:59:59 PM PST *Status: Active*	QM LP	CWB NATIONAL LEASING INC.
	ALL MOBILE AG EQUIPMENT-DISCS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2774262 BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS. PPSA SECURITY AGREEMENT		

	Reg. No.	Debtors	Secured Parties
11.	Base Registration: 257019K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:05:19 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCE0A40GK00340798 2015 VOLVO) 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE		

	THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392666N RENEWAL5 Years Reg. Date: November, 26, 2021 7:24:10 AM PST Expires: September, 08, 2027 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
12.	Base Registration: 257066K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:08:56 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCEC750EE00310016 2016 VOLVO) 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF ,WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY ,AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		

	392672N RENEWAL5 Years Reg. Date: November, 26, 2021 7:25:18 AM PST Expires: September, 08, 2027 11:59:59 PM PST		
	295617K AMENDMENT / OTHER CHANGE Reg. Date: September, 26, 2017 12:58:42 PM PST		
	MV (VCEC750EE00310016 2016 VOLVO) *** ADDED *** MV (VCEC750EE00310016 2017 VOLVO) ** DELETED ** *** ADDED *** 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. ** DELETED ** 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. AMEND THE YEAR IN SERIAL COLLATERAL TO BE READ AS 2016 VOLVO EC750EL S/N VCEC750EE00310016 AND AMEND THE GENERAL COLLATERAL DESCRIPTION		

	Reg. No.	Debtors	Secured Parties
13.	Base Registration: 257148K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:20:24 AM PST Expires: September, 08, 2027 11:59:59 PM PST	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.

	Status: Active		
	MV (VCE0A40GTE0340434 2014 VOLVO) 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392688N RENEWAL5 Years Reg. Date: November, 26, 2021 7:30:31 AM PST Expires: September, 08, 2027 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
14.	Base Registration: 257179K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:29:20 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCE0A40GH00340812 2015 VOLVO) 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		

	392691N RENEWAL5 Years Reg. Date: November, 26, 2021 7:32:48 AM PST Expires: September, 08, 2027 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
15.	Base Registration: 592846K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: February, 27, 2018 9:30:41 AM PST Expires: February, 27, 2028 11:59:59 PM PST *Status: Active*	QM LP	THE BANK OF NOVA SCOTIA
	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PPSA SECURITY AGREEMENT		
	324413P RENEWAL5 Years Reg. Date: January, 27, 2023 6:50:53 AM PST Expires: February, 27, 2028 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
16.	Base Registration: 546552L ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: June, 04, 2019 9:16:03 AM PST Expires: June, 04, 2029 11:59:59 PM PST	QM GP INC. QM LP	ELEMENT FLEET MANAGEMENT INC.

	Status: Active		
	ALL PRESENT AND AFTER-ACQUIRED MOTOR VEHICLES AND OTHER GOODS PROVIDED TO THE DEBTOR BY THE SECURED PARTY PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND ALL ACCESSIONS THERETO AND PROCEEDS THEREOF, INCLUDING MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, ACCOUNTS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, TRADE INS, LICENSES, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS PPSA SECURITY AGREEMENT		
	661781L AMENDMENT / OTHER CHANGE Reg. Date: July, 26, 2019 9:55:31 AM PST	QM LPStatus: *** ADDED *** QM ENVIRONMENTALStatus: ** DELETED **	
	REPLACE/CORRECT DEBTOR		
	Reg. No.	**Debtors**	**Secured Parties**
17.	Base Registration: 546645N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 6:52:44 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXJMF236827 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		

BRITISH COLUMBIA PPR SEARCH SUMMARY
QM LP

	Reg. No.	Debtors	Secured Parties
18.	Base Registration: 546663N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:14:52 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXVMF236832 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		

	Reg. No.	Debtors	Secured Parties
19.	Base Registration: 546668N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:19:28 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXAMF236833 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO		

	THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		
	Reg. No.	**Debtors**	**Secured Parties**
20.	Base Registration: 546686N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:34:04 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXPMF236825 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		
	Reg. No.	**Debtors**	**Secured Parties**
21.	Base Registration: 550651N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 22, 2022 6:38:40 AM PST Expires: February, 22, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXTMF236841 JOHN DEERE)		

	ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (ALBERTA)**
SEARCH SUMMARY WITH RESPECT TO:
QM LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080042
File Currency:	27FEB2023

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ALBERTA PPR SEARCH SUMMARY
QM LP

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	16030916051 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030927323 (2016-MAR-09) Amendment 16051029105 (2016-MAY-10) Amendment 19010310536 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051029105) QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051029105)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051029105) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051029105) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051029105)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** MV - Motor Vehicle (10047) 2016 KOMATSU HM300-5 (Current by 16030927323)			

	Serial Collateral MV - Motor Vehicle (10047) 2015 KOMATSU HM300-5 (Deleted by 16030927323)			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
2.	4	16030917873 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030928197 (2016-MAR-09) Amendment 16051024821 (2016-MAY-10) Amendment 19010309814 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051024821) QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051024821)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051024821) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051024821) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051024821)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** MV - Motor Vehicle (10046) 2016 KOMATSU HM300-5			

	(Current by 16030928197)			
	Serial Collateral MV - Motor Vehicle (10046) 2015 KOMATSU HM300-5 (Deleted by 16030928197)			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
3.	6	16030918044 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030928577 (2016-MAR-09) Amendment 16051023684 (2016-MAY-10) Amendment 19010309550 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051023684) QN GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051023684)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051023684) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051023684) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051023684)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.		

	Serial Collateral MV - Motor Vehicle (10048) 2016 KOMATSU HM300-5 (Current by 16030928577)			
	Serial Collateral MV - Motor Vehicle (10048) 2015 KOMATSU HM300-5 (Deleted by 16030928577)			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
4.	8	16030918339 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030935766 (2016-MAR-09) Amendment 16051022058 (2016-MAY-10) Amendment 19010309211 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051022058) QM GP INC 100 3600 VIKING WAY RICHMOND WAY, BC V6V1N6 (Current by 16051022058)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051022058) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051022058) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051022058)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF			

			TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. QUICK COUPLER S/N 1W38452-1, 54" DIGGING BUCKET S/N 3W53569-2, 84" CLEAN UP BUCKET S/N 1W38556-1 **Serial Collateral** MV - Motor Vehicle (85043) 2016 KOMATSU PC490-LC11 (Current by 16030935766)	
			Serial Collateral MV - Motor Vehicle (85043) 2015 KOMATSU PC490-LC11 (Deleted by 16030935766)	
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
5.	10	17090802597 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112605913 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

	General Collateral 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Serial Collateral** MV - Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
6.	12	17090803961 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 17092633024 (2017-SEP-26) Amendment 21112605995 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

ALBERTA PPR SEARCH SUMMARY
QM LP

	General Collateral 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1, THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (Current by 17092633024) **Serial Collateral** MV - Motor Vehicle (VCEC750EE00310016) 2016 VOLVO EC750EL (Current by 17092633024)
	General Collateral 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY (Deleted by 17092633024) **Serial Collateral** MV - Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL (Deleted by 17092633024)

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
7.	14	17090807747 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112606305 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

			QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	
	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Serial Collateral** MV - Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
8.	16	17090807865 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112606245 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

			ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	

General Collateral
2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Serial Collateral
MV - Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
9.	18	18022715967 SECURITY AGREEMENT Date: 2018-FEB-27 **Amendments/Renewals:** 23012713517 (2023-JAN-27) Renewal Expires: 2028-FEB-27 23:59:59	QM LP 1-3580 LAIRD ROAD MISSISSAUGA, ON L5L 5Z7 (Current)	THE BANK OF NOVA SCOTIA 4715 TAHOE BLVD MISSISSAUGA, ON L4W 0B4 (Current)

General Collateral
THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
10.	19	19080236472 SECURITY AGREEMENT Date: 2019-AUG-02 Expires: 2023-AUG-02 23:59:59	QM LP 3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON L5L 5Z7 (Current)	MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2 (Current)

General Collateral
TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR

PROCEEDS OF THE COLLATERAL

Serial Collateral
TR - Trailer (4ZEGD1636K1185545) 2019 LOAD TRAIL GD8316073 1695
TR - Trailer (4ZEGMA165K1182993) 2019 LOADTRAIL GMA831648 8194
TR - Trailer (4ZEGMA161K1182991) 2019 LOADTRAIL DROP N GO ROLL
TR - Trailer (4ZEGMA163K1182992) 2019 LOADTRAIL DROP N GO ROLL
TR - Trailer (4ZEGMA162K1182532) 2019 LOADTRAIL GMA831648 8194
TR - Trailer (4ZEGMA161K1182473) 2019 LOADTRAIL GMA831648 8194

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
11.	21	22021803925 SECURITY AGREEMENT Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Collateral
MV - Motor Vehicle (1FF470GXJMF236827) 2022 JOHN DEERE 470G

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
12.	23	22021805018 SECURITY AGREEMENT Date: 2022-FEB-18 **Amendments/Renewals:** 22021806605 (2022-FEB-18) Amendment Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

			(Current)	

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Collateral
MV - Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE 470G
(Current by 22021806605)

Serial Collateral
MV - Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE 470GF
(Deleted by 22021806605)

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
13.	25	22021805293 SECURITY AGREEMENT Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Collateral

MV - Motor Vehicle (1FF470GXAMF236833) 2022 JOHN DEERE 470G

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
14.	27	22021806264 SECURITY AGREEMENT Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Collateral
MV - Motor Vehicle (1FF470GXPMF236825) 2022 JOHN DEERE 470G

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
15.	29	22022202689 SECURITY AGREEMENT Date: 2022-FEB-22 Expires: 2027-FEB-22 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER,

	CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** MV - Motor Vehicle (1FF470GXTMF236841) 2022 JOHN DEERE 470G

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
QM LP

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909277
File Currency:	23FEB 2023

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	790356267 ***PPSA***	2	20230130 1749 5064 0978 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2020 CATERPILLAR 730-04 (VIN: 2020) General Collateral Description: ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.						

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	790236756 ***PPSA***	5	20230125 1745 5064 8312 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2020 CATERPILLAR 336-07 (VIN: CAT00336JYBN10383) General Collateral Description: ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.						

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	789562863 ***PPSA***	8	20221223 1721 5064 3582 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2022 CATERPILLAR 352-08FG (VIN: CAT00352CKXH00220) General Collateral Description: (1) NEW 2022 CATERPILLAR 352-08FG HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	789379722 ***PPSA***	11	20221216 1850 9237 8127 Reg. 01 year(s)	QM LP	INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX WAJAX LIMITED			X			X
		2018 MHSTE S155FT (VIN: G024V03480S)									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	788874498 ***PPSA***	13	20221129 1403 1462 5505 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X	
		No Fixed Maturity Date									

		2020 6X10 SC LAVATORY (VIN: 010200444)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
6.	788304501 ***PPSA***	14	20221108 1402 1462 6149 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X		
		No Fixed Maturity Date 2020 6X10 SC LAVATORY (VIN: 010201117)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
7.	788265477 ***PPSA***	15	20221107 1616 1793 2427 Reg. 1 year(s)	QM LP	BLACK DIAMOND LP BY WAY OF ITS GENERAL PARTNER BLACK DIAMOND GROUP INC.			X				
		No Fixed Maturity Date 2022 30000 WMO1020 (VIN: OSW102022MF02073) General Collateral Description: ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
8.	787413276 ***PPSA***	16	20221007 1353 5064 1176 Reg. 06 year(s)	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X		
		2022 HYUNDAI HX350AL (VIN: HHKHK903CE0000176)										

		General Collateral Description: EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
9.	786968901 ***PPSA***	18	20220923 1234 5064 3472 Reg. 06 year(s)	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X		
		2022 HYUNDAI HL955A (VIN: HHKHWL50JL0000187) General Collateral Description: LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
10.	784493775 ***PPSA***	20	20220630 1316 9237 6970 Reg. 01 year(s)	QM LP	INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT			X			X	
		2018 HYSTER S155FT (VIN: G024V03480S)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
11.	783969489 ***PPSA***	21	20220614 1642 5064 9363 Reg. 05 year(s)	QM LP QM GP INC.	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X	
		No Fixed Maturity Date										

		2022 CATERPILLAR 420-07XE (VIN: CAT00420VH9X01752) General Collateral Description: ONE (1) CATERPILLAR 420-07XE BACKHOE LOADER C/W FORKS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	782813322 ***PPSA***	24	20220509 1704 1462 1986 Reg. 4 year(s)	QM LP	KOMATSU INTERNATIONAL (CANADA) INC.			X			
		No Fixed Maturity Date 2022 KOMATSU PC360LC-11 (VIN: A38756) General Collateral Description: ONE KOMATSU PC360LC-11, EXCAVATOR AIX HYDRAULICS, HYD COUPLER, 54" GP BUCKET, 72" DITCH BUCKET,AUTOLUBE, SERIAL NUMBER A38756									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	782813331 ***PPSA***	25	20220509 1704 1462 1987 Reg. 4 year(s)	QM LP	KOMATSU INTERNATIONAL (CANADA) INC.			X			
		No Fixed Maturity Date 2022 KOMATSU PC360LC-11 (VIN: A38816) General Collateral Description: ONE KOMATSU EXCAVATOR, AUX HYDRAULICS, HYD COUPLER, 54" GP BUCKET, 72" DITCH BUCKET, AUTOLUBE, SERIAL NUMBER A38816									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
14.	782756829 ***PPSA***	26	20220506 1731 1902 8269 Reg. 10 year(s)	QM LP	CATERPILLAR FINANCIAL SERVICES LIMITED		X	X	X	X	
	No Fixed Maturity Date General Collateral Description: ALL GOODS HERETOFORE OR HEREAFTER ACQUIRED BY QM LP FROM CATERPILLAR FINANCIAL SERVICES LIMITED OR WTH FINANCING PROVIDED BY CATERPILLAR FINANCIAL SERVICES LIMITED, INCLUDING WITHOUT LIMITATION, TRACTORS, LOADERS, BACKHOES, EXCAVATORS, SCRAPERS, GRADERS, DUMP TRUCKS AND OTHER EQUIPMENT OF A SIMILAR NATURE, INVENTORY, AND ALL ACCOUNTS OF QM LP CONTAINING, OR THAT MAY CONTAIN, PROCEEDS THEREOF.										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
15.	782760744 ***PPSA***	28	20220506 1817 1902 8285 Reg. 05 year(s)	QM LP QM GP INC.	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
	No Fixed Maturity Date 2022 CATERPILLAR D5-17VP (VIN: CAT000D5HRG901226) General Collateral Description: ONE (1) CATERPILLAR D5-17VP TRACK TYPE TRACTOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
16.	782563734 ***PPSA***	31	20220502 1550 1793 7504 Reg. 1 year(s)	QM LP	BLACK DIAMOND LP BY WAY OF ITS GENERAL PARTNER BLACK DIAMOND GROUP INC.			X			

		No Fixed Maturity Date 2021 WMO1240 40560 (VIN: OSW124021MF01950) General Collateral Description: ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
17.	782002503 ***PPSA***	32	20220413 1003 1462 1363 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X	
		No Fixed Maturity Date 2021 5X5 SC LAV SC LAVATORY (VIN: 005212303)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
18.	782013834 ***PPSA***	33	20220413 1404 1462 1488 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X	
		No Fixed Maturity Date 2021 5X5 SC LAV SC LAVATORY (VIN: 005212300) 2021 5X5 SC LAV SC (VIN: 005212301)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
19.	782013852 ***PPSA***	34	20220413 1404 1462 1490 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X	
		No Fixed Maturity Date										

		2021 5X5 SC LAV SC LAVATORY (VIN: 005212299)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
20.	782013879 ***PPSA***	35	20220413 1404 1462 1492 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X		
		No Fixed Maturity Date 2022 12X60 OFFICE (VIN: 260222590) 2022 8X20 OFFICE (VIN: 020223092)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
21.	781195599 ***PPSA***	36	20220317 1403 1462 9889 Reg. 1 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X		
		No Fixed Maturity Date 2021 6X10 SC LAVATORY (VIN: 010212461)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
22.	780542172 ***PPSA***	37	20220222 1033 1901 3180 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X	
		2022 JOHN DEERE 470G (VIN: 1FF470GXTMF236841)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
23.	780502572 ***PPSA***	38	20220218 0949 1902 6348 Reg. 05 year(s)	QM LP	JOHN DEERE FINANCIAL INC.			X		X	X	

				QM GP INC.							
		2022 JOHN DEERE 470G (VIN: 1FF470GXJMF236827)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
24.	780502788 ***PPSA***	39	20220218 0957 1901 2639 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
		2022 JOHN DEERE 470G (VIN: 1FF470GXAMF236833)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
25.	780503022 ***PPSA***	40	20220218 1008 1901 2641 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
		2022 JOHN DEERE 470GF (VIN: 1FF470GXVMF236832)									
		41	20220218 1347 1902 6422 A AMENDMENT	QM LP				X		X	X
		Reason for Amendment: AMEND ASSET FROM 2022 JOHN DEERE 470GF (1FF470GXVMF236832) TO 2022 JOHN DEERE 470G (1FF470GXVMF236832) 2022 JOHN DEERE 470G (VIN: 1FF470GXVMF236832)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
26.	780503445 ***PPSA***	42	20220218 1028 1902 6357 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
		2022 JOHN DEERE 470G (VIN: 1FF470GXPMF236825)									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class. CG	I	E	A	O	MV
27.	778533336 ***PPSA***	43	20211125 1624 8077 4430 Reg. 4 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GTE0340434) 2014 VOLVO A40G (VIN: VCE0A40GHE0340316) 2014 VOLVO A40G (VIN: VCE0A40GCE0340391) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/WTAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS									
		48	20211126 1434 8077 4472 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.							
		Reason for Amendment: ADD DEBTORS									
		51	20221228 1026 8077 6963 F PART DISCH	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							X

		2014 VOLVO A40G (VIN: VCE0A40GHE0340316) 2014 VOLVO A40G (VIN: VCE0A40GCE0340391)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
28.	778533345 ***PPSA***	52	20211125 1624 8077 4431 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GH00340812) 2015 VOLVO A40G (VIN: VCE0A40GK00340798) General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS									
		56	20211126 1434 8077 4473 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.								
		Reason for Amendment: ADD DEBTORS										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
29.	778533354	59	20211125 1624 8077 4432	QM LP, BY ITS GENERAL	VFS CANADA INC.							

	PPSA		Reg. 5 year(s)	PARTNER, QM GP INC. QM LP QM GP INC.				X		X		X
		No Fixed Maturity Date 2016 VOLVO EC750EL (VIN: VCEC750EE00310016) 2015 VOLVO A40G (VIN: VCE0A40GH00340468) General Collateral Description: 2016 VOLVO EC750EL S/N VCEC750EE00310016 ENGINE S/N 095959 C/W WBM COUPLER S/N 4W19518-3, WBM 66" BUCKET S/N 4W19521-3, WBM 96" BUCKET S/N 4W19519-3, 2015 VOLVO A40G S/N VCE0A40GH00340468 ENGINE S/N 083873 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS										
		64	20211126 1434 8077 4474 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.								
		Reason for Amendment: ADD DEBTORS										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
30.	771374556 ***PPSA***	67	20210408 1702 1462 9016 Reg. 1 year(s)	QM LP	BLACK DIAMOND LP BY WAY OF ITS GENERAL PARTNER BLACK DIAMOND GROUP INC.			X			X
		No Fixed Maturity Date 2016 10X32 MOBILE OFFICE VALUE $29000 (VIN: MU10321216MF00662)									

		General Collateral Description: ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.										
		68	20220404 1002 1462 7102 B RENEWAL Renew 1 year(s)	QM LP								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
31.	767542023 ***PPSA***	69	20201109 1403 1462 8230 Reg. 2 year(s)	QM LP	ATCO STRUCTURES & LOGISTICS LTD.					X	
		Amount Secured: $77931 No Fixed Maturity Date 2020 6X10 SC LAVATORY (VIN: 010200429) 2015 10X24 LAVATORY (VIN: 124155038)									
		70	20221101 1704 1462 3444 B RENEWAL Renew 1 year(s)	QM LP							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
32.	767254482 ***PPSA***	71	20201030 1402 1462 4453 Reg. 1 year(s)	QMLP	BLACK DIAMOND LP BY WAY OF ITS GENERAL PARTNER BLACK DIAMOND GROUP INC.			X			X
		No Fixed Maturity Date									

2015 12X52 MOBILE OFFICE VALUE $50830 (VIN: MU12520115EF00570)

General Collateral Description:
ALL GOODS, ACCESSIONS, BUILDING MATERIALS OF ANY KIND LEASED FROM THE SECURED PARTY TO THE DEBTOR PARTY, AND ANY PROCEEDS THEREOF.

	72	20211028 1002 1462 1378 B RENEWAL Renew 1 year(s)	QMLP								
	73	20220930 1002 1462 0732 B RENEWAL Renew 1 year(s)	QMLP								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
33.	754970517 ***PPSA***	74	20190830 1236 1901 3651 Reg. 04 year(s)	QM LP	MERIDIAN ONECAP CREDIT CORP.					X	

2019 LOAD TRAIL GD8316073 1695 (VIN: 4ZEGD1636K1185545)

2019 LOADTRAIL GMA831648 8194 (VIN: 4ZEGMA165K1182993)

2019 LOADTRAIL DROP N GO ROLL (VIN: 4ZEGMA161K1182991)

2019 LOADTRAIL DROP N GO ROLL (VIN: 4ZEGMA163K1182992)

2019 LOADTRAIL GMA831648 8194 (VIN: 4ZEGMA162K1182532)

2019 LOADTRAIL GMA831648 8194 (VIN: 4ZEGMA161K1182473)

General Collateral Description:
TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
34.	754443027 ***PPSA***	77	20190815 1058 1793 8597 Reg. 5 year(s)	QM LP QM GP INC.	SLM EQUIPMENT LEASING LTD.			X		X	X

2005 EXCAVATOR CAT 330C (VIN: CAT0330CTJNK00350)

2012 MINI EXCAVATOR KUBOTA K008-3 (VIN: 22324)

2005 EXCAVATOR JOHN DEERE 225C LC (VIN: FF225CX500427)

2008 EXCAVATOR CAT 330DL (VIN: CAT0330DHMWP03055)

2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913364)

2004 EXCAVATOR JOHN DEERE 120C (VIN: FF120CX034899)

2009 EXCAVATOR KUBOTA KX-080-3 (VIN: 21745)

2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913321)

2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913367)

2010 EXCAVATOR KUBOTA KX080-3 (VIN: 22521)

2000 EXCAVATOR CAT 330BL (VIN: 6DR03937)

2006 EXCAVATOR JOHN DEERE 850D (VIN: FF850DX973038)

General Collateral Description:
2005 CAT 330C EXCAVATOR S/N CAT0330CTJNK00350 HIGH REACH DEMOLITION BOOM, GRABBLE & LABOUNTY MSD1500R SHEAR. 2012 KUBOTA K008-3 MINI EXCAVATOR S/N 22324. 2005 JOHN DEERE 225C LC RTS EXCAVATOR S/N FF225CX500427 & LABOUNTY MSD40R SHEAR S/N 30817. 2008 CAT 330DL EXCAVATOR S/N CAT0330DHMWP03055. 2007 JOHN DEERE 450D EXCAVATOR S/N FF450DX913364. 2004 JOHN DEERE 120C EXCAVATOR S/N FF120CX034899 & LABOUNTY MSD15R SHEAR S/N 15517. 2009 KUBOTA KX-080-3 EXCAVATOR S/N 21745, BLADE & HYDRAULIC HAMMER. LABOUNTY MSD3000R SHEAR S/N 40628, BMI BUCKET. ATLAS COPCO MR1200 HYDRAULIC HAMMER S/N 3128. NPK GH-30 HYDRAULIC HAMMER S/N 86731. NPK E-210A HAMMER. NPK E-225 HAMMER S/N 75399. KUBOTA K9980 KXB HYDRAULIC HAMMER S/N 53798. CRD CREIGHTON HAMMER FOR 120C. LOT OF 9 LABOUNTY HYDRAULIC SHEARS INCLUDING 7 - MSD3000R'S, MSD2500R'S S/N'S 70725, 630070, 630113, 630025, 6250303 & 2 - MSD7R'S. LOT OF 9 NYE (2OVER3) & (3OVER4) DEMOLITION GRAPPLES INCLUDING S/N'S 512808, 51130, 511730, & 5117. LOT OF 16 VARIOUS SIZED AND BRANDED EXCAVATOR BUCKETS INCLUDING 22" H&H M#JD120C S/N 49954, 42" CAT, 49" CAT 330C S/N 3028947, 64" H&H, 24" ESCO, 78" BRANDT 400 SERIES S/N 501666, 64" NYE DITCHING, 83" NYE 992 S/N 512598, KUBOTA DITCHING, 59" NYE S/N 510626, 43" CAT 330 S/N 903728, 53" NYE, 46" NYE, 40" NYE Q690 S/N 511132, 67" ESCO S/N 75078, 50" ESCO. 3 NYE PULVIRIZERS. 2007

		JOHN DEERE 450D EXCAVATOR S/N FF450DX913321, & MSD3000R SHEAR S/N 630012. 2007 JOHN DEERE 450D EXCAVATOR S/N FF450DX913367. 2010 KUBOTA KX080-3 EXCAVATOR S/N 22521. 2000 CAT 330BL EXCAVATOR S/N 6DR03937, & OHIO 58LS MAGNET S/N 21468. 2006 JOHN DEERE 850D EXCAVATOR S/N FF850DX973038, W/ LABOUNTY MSD7500 SHEAR S/N 675004. INCLUDING ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
35.	753459273 ***PPSA***	88	20190717 1703 1462 4759 Reg. 6 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.			X		X	
		General Collateral Description: MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
36.	751924881 ***PPSA***	91	20190604 1414 1462 7726 Reg. 10 year(s)	QM ENVIRONMENTAL QM GP INC.	ELEMENT FLEET MANAGEMENT INC.		X	X		X	X
		No Fixed Maturity Date General Collateral Description: ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING, WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIAL-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERE TO OR INSTALLED THEREIN, AND ALL PROCEEDS OF OR RELATING TO ANY OF THE FOREGOING.										

		95	20190726 1405 1462 8311 A AMENDMENT	QM ENVIRONMENTAL QM LP							
		Reason for Amendment: TO UPDATE NAME OF DEBTOR 1 FROM QM ENVIRONMENTAL TO QM LP TO REFLECT CHANGE IN LESSOR									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
37.	736688637 ***PPSA***	96	20180223 1253 1590 3908 Reg. 5 year(s)	QM LP QM GP INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		97	20230123 1037 1529 9259 B RENEWAL Renew 5 year(s)	QM LP							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
38.	731698254 ***PPSA***	98	20170908 1034 8077 0255 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GK00340798) General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664									
		101	20211126 1028 8077 4456 B RENEWAL	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

			Renew 5 year(s)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
39.	731698272 ***PPSA***	102	20170908 1034 8077 0257 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2017 VOLVO EC750EL (VIN: VCEC750EE00310016) General Collateral Description: 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1										
		105	20170926 1630 8077 1118 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								X
		Reason for Amendment: AMEND THE YEAR IN SERIAL COLLATERAL TO BE READ AS 2016 VOLVO EC750EL S/N VCEC750EE00310016 AND AMEND THE GENERAL COLLATERAL DESCRIPTION 2016 VOLVO EC750EL (VIN: VCEC750EE00310016) General Collateral Description: 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1										
		106	20211126 1028 8077 4457 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								
	File No.	**Enquiry**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						

		Page No.				CG	I	E	A	O	MV
40.	731698299 ***PPSA***	107	20170908 1034 8077 0259 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GCE0340391) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GCE0340391 C/W ENGINE SN 081424, TAILGATE, STARTING HOURS 1958									
		110	20211126 1028 8077 4458 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
41.	731698308 ***PPSA*** **** THIS REGISTRATION HAS BEEN DISCHARGED ***	111	20170908 1034 8077 0260 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GHE0340316) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GHE0340316 C/W ENGINE SN 080849, TAILGATE, STARTING HOURS 2329									
		114	20211126 1028 8077 4459 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

		115	20221228 1026 8077 6967 C DISCHARGE	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
42.	731698335 ***PPSA***	116	20170908 1034 8077 0263 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GTE0340434) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329									
		119	20211126 1028 8077 4460 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
43.	731715795 ***PPSA***	120	20170908 1436 8077 0271 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GH00340812)									

		General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880										
		123	20211126 1028 8077 4462 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
44.	729688752 ***PPSA***	124	20170711 1402 1462 2635 Reg. 2 year(s)	QM LP	KOMATSU INTERNATIONAL (CANADA) INC.			X				
		No Fixed Maturity Date General Collateral Description: ONE KOMATSU D39PXI-24, CRAWLER DOZER, SERIAL NUMBER 95630										
		125	20170719 1706 1462 5899 B RENEWAL Renew 1 year(s)	QM LP								
		126	20200221 1409 1462 2468 B RENEWAL Renew 4 year(s)	QM LP								
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
45.	728249076 ***PPSA***	127	20170601 1039 8077 5062 Reg. 10 year(s)	QM LP	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA		X					

No Fixed Maturity Date

XX XX (VIN: XX)

General Collateral Description:
ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
46.	728249085 ***PPSA***	136	20170601 1039 8077 5063 Reg. 10 year(s)	QM LP	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA					X	

No Fixed Maturity Date

XXX XXX (VIN: XX)

General Collateral Description:
ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE

		FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
47.	714911058 ***PPSA***	145	20160321 1231 1862 2198 Reg. 25 year(s)	QM LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		146	20180301 1009 1590 4373 J OTHER	QM LP							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									
		147	20180301 1012 1590 4378 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (SASKATCHEWAN)**
SEARCH SUMMARY WITH RESPECT TO:
QM LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080053
File Currency:	27FEB2023

DISCLAIMER:
This report has been generated by Dye & Durham Corporation using data provided by the Saskatchewan Personal Property Registry. No liability is undertaken by Dye & Durham Corporation regarding its correctness, completeness, or the interpretation and use that are made of it.

SASKATCHEWAN PPR SEARCH SUMMARY
QM LP

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	301735104 Current - Exact Personal Property Security Agreement 27-FEB-2018 11:31:21 Amendment Expires: 28-FEB-2028	QM LP 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	2	History - Setup Personal Property Security Agreement 27-FEB-2018 11:31:21 Expires: 28-FEB-2023	QM LP 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	3	History - Amendment 30-Jan-2023 10:56:47 Amendment Life Time Amended Expires: 28-FEB-2028		

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	302260173 Current - Exact Personal Property Security Agreement 18-FEB-2022 08:55:21	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

		Expires: 18-FEB-2027	QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 9

Serial Property
Motor Vehicle (1FF470GXJMF236827) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	5	302260184 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:19:31 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 9

Serial Property
Motor Vehicle (1FF470GXVMF236832) Make/Desc: JOHN DEERE

SASKATCHEWAN PPR SEARCH SUMMARY
QM LP

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	6	302260185 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:23:32 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 9

Serial Property
Motor Vehicle (1FF470GXAMF236833) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	7	302260192 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:38:37 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 9

Serial Property
Motor Vehicle (1FF470GXPMF236825) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
6.	8	302260716 Current - Exact Personal Property Security Agreement 22-FEB-2022 08:43:24 Expires: 22-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE- INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 9

Serial Property
Motor Vehicle (1FF470GXTMF236841) Make/Desc: JOHN DEERE

Cassels Brock & Blackwell LLP

Cassels

SEARCH SUMMARY WITH RESPECT TO:

QM LP

QMF LP

Summary Requested By:	JESSICA KOTSOPOULOS
Search ID:	25408049
Search Submitted On:	2023-05-17 1:36 PM

DISCLAIMER:

This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. ESC Corporate Services does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

*Document Date Format: *yyyy-mm-dd*

QM LP

Quebec

1. ***RDPRM***

Our search of the Registre des droits personnels et réels mobiliers (RDPRM) disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	QUEBEC	BUSINESS DEBTOR	2023-05-17	2023-05-17	**RESULTS FOUND** PLEASE REFER TO SEARCH RESULTS FOR DETAILS

New Brunswick

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	NEW BRUNSWICK	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Nova Scotia

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	NOVA SCOTIA	BUSINESS DEBTOR	2023-05-17	2023-05-17	1 RECORD(S) FOUND

Registration Number:	Date of Registration: **04 Jun 2019**	Reg. Period: **10 Year(s)**	Contains: 2 registration(s)
31264625	Registration Expiry: **04 Jun 2029**	Rem.: **6 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **31264625**

Type of Registration: PPSA

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
QM GP INC.	3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON, L5L 5Z7
QM LP	3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON, L5L 5Z7

SECURED PARTY NAME	SECURED PARTY ADDRESS	SECURED PARTY PHONE & FAX
ELEMENT FLEET MANAGEMENT INC.	4 ROBERT SPECK PARKWAY, SUITE 900, MISSISSAUGA, ON, L4Z 1S1	N/A

GENERAL COLLATERAL

ALL PRESENT AND AFTER-ACQUIRED MOTOR VEHICLES AND OTHER GOODS PROVIDED TO THE DEBTOR BY THE SECURED PARTY PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND ALL ACCESSIONS THERETO AND PROCEEDS THEREOF, INCLUDING MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, ACCOUNTS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, TRADE INS, LICENSES, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

AMENDMENT

Registration Number: **31532831**
Registration Date: 26 Jul 2019

DEBTORS ADDED	
QM LP	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA ON L5L5Z7

DEBTORS DELETED	
QM ENVIRONMENTAL	900-1959 UPPER WATER ST HALIFAX NS B3J3N2
QM GP INC.	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA ON L5L5Z7

Yukon

1. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	YUKON	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Northwest Territories

1. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	NORTHWEST TERRITORIES	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Nunavut

1. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM LP	NUNAVUT	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

QMF LP

British Columbia

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QMF LP	BRITISH COLUMBIA	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM LP**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	MODIFICATION D'UN DROIT PUBLIÉ 19-0834417-0010	2019-07-26	14:58

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM LP**

Noms présentant des similarités (10)

	Nom	Code postal	Nombre de fiches détaillées
⊞	4950 QM II LIMITED PARTNERSHIP	H3W 1X3	
⊞	4950 QM II LIMITED PARTNERSHIP	H4P 1W7	
⊞	4950 QM II SEC	H3W 1X3	
⊞	4950 QM II SEC	H4P 1W7	
⊞	QM ENVIRONMENTAL	B3J 3N2	
⊞	QM GP INC	L5L 5Z7	
⊞	REAL BAGEL QM IN	H3X 1X3	
⊞	REAL BAGEL QM INC	H3W 1X2	
⊞	REAL BAGEL QM INC	H3X 1X3	
⊞	SITECH QM LTD	H9S 5T8	

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM LP**
Critère de sélection Nom d'organisme :
QM LP
Code Postal :
L5L5Z7

Fiche	Inscription	Date h:min
001	MODIFICATION D'UN DROIT PUBLIÉ 19-0834417-0010	2019-07-26 14:58

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**
Critère de recherche Nom d'organisme : QM LP

Critère de sélection Nom d'organisme : QM LP Code Postal : L5L5Z7
Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
19-0834417-0010	2019-07-26 14:58

MODIFICATION D'UN DROIT PUBLIÉ

PARTIES

Locateur

ELEMENT FLEET MANAGEMENT INC.
4 ROBERT SPECK PARKWAY, SUITE 900, MISSISSAUGA, ON L4Z 1S1

Locataire

QM LP
3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON L5L 5Z7

Locataire

QM GP INC.
3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON L5L 5Z7

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
19-0606203-0003	DROITS RÉSULTANT D'UN BAIL

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

TO UPDATE DEBTOR 1'S NAME.

1. PERSONAL PROPERTY SECURITY ACT

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QMF LP	MANITOBA	BUSINESS DEBTOR	2023-05-02	2023-05-02	5 RECORD(S) FOUND

Registration Number:	Date of Registration: **13 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217261106	Registration Expiry: **13 Oct 2028**	Rem.: **5.5 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217261106**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
QMF LP	3580 LAIRD RD UNIT 1 MISSISSAUGA, ON, L5L 5Z7
QM LP	
QM LP	
QMF LP	
TWT LP	
TWT LP	

SECURED PARTY NAME	SECURED PARTY ADDRESS
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2023	ISUZU	NRR	JALE5W168P7301760

GENERAL COLLATERAL

TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **13 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217261106	Registration Expiry: **13 Oct 2028**	Rem.: **5.5 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217261106**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
QMF LP	5155 SPECTRUM WAY UNIT 8, MISSISSAUGA, ON, L4W 5A1
QM LP	
QM LP	
QMF LP	
TWT LP	
TWT LP	

SECURED PARTY NAME	SECURED PARTY ADDRESS
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2023	ISUZU	NRR	JALE5W168P7301760

GENERAL COLLATERAL

TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **07 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217011100	Registration Expiry: **07 Oct 2028**	Rem.: **5.4 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217011100**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
QMF LP	3580 LAIRD RD, MISSISSAUGA, ON, L5L 5Z7
QM LP	
TWT LP	
SECURED PARTY NAME	**SECURED PARTY ADDRESS**
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2022	HYUNDAI	HX350AL	HHKHK903CE0000176

GENERAL COLLATERAL

EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **23 Sep 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202216105208	Registration Expiry: **23 Sep 2028**	Rem.: **5.4 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202216105208**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
QMF LP	3580 LAIRD RD UNIT 1 MISSISSAUGA, ON, L5L 5Z7
QM LP	
TWT LP	
SECURED PARTY NAME	**SECURED PARTY ADDRESS**
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2022	HYUNDAI	HL955A	HHKHWL50JL0000187

GENERAL COLLATERAL			
LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL			
Registration Number:	Date of Registration: **21 Mar 2016**	Reg. Period: **25 Year(s)**	Contains: 2 registration(s)
201604958402	Registration Expiry: **21 Mar 2041**	Rem.: **17.9 Year(s)**	
	(Expiry Date includes subsequent Renewals)		
Registration Number: **201604958402**			
Type of Registration: The Personal Property Security Act			
DEBTOR(S) NAME		**DEBTOR(S) ADDRESS**	
QMF LP		162 CRESCENT ROAD, TORONTO, ON, M4W 1V2	
QM GP INC.			
SECURED PARTY NAME		**SECURED PARTY ADDRESS**	
AVIVA INSURANCE COMPANY OF CANADA		2200 EGLINTON AVENUE EAST, SCARBOROUGH, ON, M1L 4S8	
GENERAL COLLATERAL			
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY			
ADDITIONAL INFO			
Subordination to The Bank of Nova Scotia			
AMENDMENT	Registration Number: **201803505310** Registration Date: 01 Mar 2018 09:38:45 Details: Sections Changed: Additional Information		

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
QMF LP

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909283
File Currency:	February 23, 2023

DISCLAIMER:
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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	787413276 ***PPSA***	6	20221007 1353 5064 1176 Reg. 06 year(s) Expires 10/07/2028	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X	
		2022 HYUNDAI HX350AL (VIN: HHKHK903CE0000176) General Collateral Description: EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	786968901 ***PPSA***	4	20220923 1234 5064 3472 Reg. 06 year(s) Expires 09/23/2028	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X	
		2022 HYUNDAI HL955A (VIN: HHKHWL50JL0000187) General Collateral Description: LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	755259633 ***PPSA***	3	20190909 1546 1532 7872 Reg. 5 year(s) Expires 09/09/2024	QMF LP	THE BANK OF NOVA SCOTIA		X	X	X	X	X

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	714911103 ***PPSA***	1	20160321 1231 1862 2199 Reg. 25 year(s) Expires 03/21/2041	QMF LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		2	20180301 1011 1590 4377 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
TWT LP

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909282
File Currency:	February 23, 2023

DISCLAIMER:
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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	787413276 ***PPSA***	6	20221007 1353 5064 1176 Reg. 06 year(s) Expires 10/07/2028	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X	
		2022 HYUNDAI HX350AL (VIN: HHKHK903CE0000176) General Collateral Description: EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	786968901 ***PPSA***	4	20220923 1234 5064 3472 Reg. 06 year(s) Expires 09/23/2028	QM LP QMF LP TWT LP	MERIDIAN ONECAP CREDIT CORP.			X		X	
		2022 HYUNDAI HL955A (VIN: HHKHWL50JL0000187) General Collateral Description: LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	755259624 ***PPSA***	3	20190909 1545 1532 7871 Reg. 5 year(s) Expires 09/09/2024	TWT LP	THE BANK OF NOVA SCOTIA		X	X	X	X	X

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	714911157 ***PPSA***	1	20160321 1231 1862 2200 Reg. 25 year(s) Expires 03/21/2041	TWT LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		2	20180301 1011 1590 4376 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

2. PERSONAL PROPERTY SECURITY ACT

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
TWT LP	MANITOBA	BUSINESS DEBTOR	2023-05-02	2023-05-02	5 RECORD(S) FOUND

Registration Number:	Date of Registration: **13 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217261106	Registration Expiry: **13 Oct 2028**	Rem.: **5.5 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217261106**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
TWT LP	3580 LAIRD RD, UNIT 1 MISSISSAUGA, ON, L5L 5Z7
QM LP	
QM LP	
QMF LP	
QMF LP	
TWT LP	

SECURED PARTY NAME	SECURED PARTY ADDRESS
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2023	ISUZU	NRR	JALE5W168P7301760

GENERAL COLLATERAL

TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **13 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217261106	Registration Expiry: **13 Oct 2028**	Rem.: **5.5 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217261106**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	**DEBTOR(S) ADDRESS**
TWT LP	5155 SPECTRUM WAY UNIT 8, MISSISSAUGA, ON, L4W 5A1
QM LP	
QM LP	
QMF LP	
QMF LP	
TWT LP	

SECURED PARTY NAME	**SECURED PARTY ADDRESS**
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	**YEAR**	**MAKE**	**MODEL**	**SERIAL #**
Motor Vehicle	2023	ISUZU	NRR	JALE5W168P7301760

GENERAL COLLATERAL

TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **07 Oct 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202217011100	Registration Expiry: **07 Oct 2028**	Rem.: **5.4 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202217011100**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
TWT LP	3580 LAIRD RD, MISSISSAUGA, ON, L5L 5Z7
QM LP	
QMF LP	
SECURED PARTY NAME	**SECURED PARTY ADDRESS**
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2022	HYUNDAI	HX350AL	HHKHK903CE0000176

GENERAL COLLATERAL

EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registration Number:	Date of Registration: **23 Sep 2022**	Reg. Period: **6 Year(s)**	Contains: 1 registration(s)
202216105208	Registration Expiry: **23 Sep 2028**	Rem.: **5.4 Year(s)**	
	(Expiry Date includes subsequent Renewals)		

Registration Number: **202216105208**

Type of Registration: PMSI

Special Notices: **(Purchase Money Security Interest)**

DEBTOR(S) NAME	DEBTOR(S) ADDRESS
TWT LP	3580 LAIRD RD UNIT 1 MISSISSAUGA, ON, L5L 5Z7
QM LP	
QMF LP	
SECURED PARTY NAME	**SECURED PARTY ADDRESS**
MERIDIAN ONECAP CREDIT CORP.	SUITE 1500, 4710 KINGSWAY, BURNABY, BC, V5H 4M2

TYPE	YEAR	MAKE	MODEL	SERIAL #
Motor Vehicle	2022	HYUNDAI	HL955A	HHKHWL50JL0000187

GENERAL COLLATERAL			
LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL			
Registration Number: **201604958208**	Date of Registration: **21 Mar 2016** Registration Expiry: **21 Mar 2041** (Expiry Date includes subsequent Renewals)	Reg. Period: **25 Year(s)** Rem.: **17.9 Year(s)**	Contains: 2 registration(s)
Registration Number: **201604958208** Type of Registration: The Personal Property Security Act			
DEBTOR(S) NAME		**DEBTOR(S) ADDRESS**	
TWT LP		162 CRESCENT ROAD, TORONTO, ON, M4W 1V2	
QM GP INC.			
SECURED PARTY NAME		**SECURED PARTY ADDRESS**	
AVIVA INSURANCE COMPANY OF CANADA		2200 EGLINTON AVENUE EAST, SCARBOROUGH, ON, M1L 4S8	
GENERAL COLLATERAL			
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY			
ADDITIONAL INFO			
Subordination to The Bank of Nova Scotia			
AMENDMENT	Registration Number: **201803506111** Registration Date: 01 Mar 2018 09:43:36 Details: Sections Changed: Additional Information		

Gardiner Roberts LLP

MANITOBA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
Quantum Holdings LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080065
Search Conducted On:	27FEB2023 1:43:18 PM

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MANITOBA PPR SEARCH SUMMARY
Quantum Holdings LP

	Reg. No.	Debtors	Secured Parties
1.	201604958909 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QUANTUM HOLDINGS LP 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA
	General Collateral A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Additional Information** Subordination to The Bank of Nova Scotia **Change History** 201803504518 (01MAR2018 09:35) Additional Information		

	Reg. No.	Debtors	Secured Parties
2.	201810066801 ***The Personal Property Security Act*** 07JUN2018 Expires: 07JUN2023	Quantum Holdings LP 3580 LAIRD ROADUNIT 1 Mississauga, ON L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON L4W 0B4 Canada
	General Collateral The security interest is taken in all of the debtor's present and after-acquired personal property.		

	Reg. No.	Debtors	Secured Parties
3.	201803529707 ***The Personal Property Security Act*** 01MAR2018 Expires: 01MAR2028	Quantum Holdings LP 3580 LAIRD ROAD UNIT 1 Mississauga, ON L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON L4W 0B4 Canada
	General Collateral The security interest is taken in all of the debtor's present and after-acquired personal property.		

MANITOBA PPR SEARCH SUMMARY
Quantum Holdings LP

Change History
202301670917 (01FEB2023 14:53) Expiry Date

	Reg. No.	Debtors	Secured Parties
4.	201803305701 ***The Personal Property Security Act*** 27FEB2018 Expires: 27FEB2028	Quantum Holdings LP 3580 Laird Road, Unit 1 Mississauga, Ontario L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W 0B4 Canada

General Collateral
*The security interest is taken in all of the debtor's present and after-acquired personal property.

Change History
202301376911 (27JAN2023 10:22) Expiry Date

	Reg. No.	Debtors	Secured Parties
5.	200413726203 ***The Personal Property Security Act*** 30JUL2004 Expires: 30JUL2024	QUANTUM MOLDERS INC. 25 DUNLOP AVENUE. WINNIPEG, MB R2X 2V2 Canada	THE BANK OF NOVA SCOTIA PO BOX 3700 STN MAIN Winnipeg, MB R3C 0A7 Canada

General Collateral
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE
DEBTOR AND ALL PROCEEDS THEREOF.

Change History
201911000615 (02JUL2019 10:41) Expiry Date
201411967811 (30JUN2014 09:33) Expiry Date
201013497813 (16AUG2010 16:08) Secured Parties, Business Debtors
200911114517 (30JUN2009 10:53) Expiry Date
200504319112 (17MAR2005 12:00) Business Debtors

Gardiner Roberts LLP

BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
Quantum Holdings LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080008
Search Conducted On:	27FEB2023 2:37:53 PM

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BRITISH COLUMBIA PPR SEARCH SUMMARY
Quantum Holdings LP

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 592812K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: February, 27, 2018 9:22:15 AM PST Expires: February, 27, 2028 11:59:59 PM PST *Status: Active*	QUANTUM HOLDINGS LP	THE BANK OF NOVA SCOTIA
	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PPSA SECURITY AGREEMENT		
	324415P RENEWAL5 Years Reg. Date: January, 27, 2023 6:50:58 AM PST Expires: February, 27, 2028 11:59:59 PM PST		

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (ALBERTA)**
SEARCH SUMMARY WITH RESPECT TO:
QUANTUM HOLDINGS LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080044
File Currency:	27FEB2023

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ALBERTA PPR SEARCH SUMMARY
QUANTUM HOLDINGS LP

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	18022715946 SECURITY AGREEMENT Date: 2018-FEB-27 **Amendments/Renewals:** 23012713497 (2023-JAN-27) Renewal Expires: 2028-FEB-27 23:59:59	QUANTUM HOLDINGS LP 1-3580 LAIRD ROAD MISSISSAUGA, ON L5L 5Z7 (Current)	THE BANK OF NOVA SCOTIA 4715 TAHOE BLVD MISSISSAUGA, ON L4W 0B4 (Current)
	General Collateral THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY			

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
QUANTUM HOLDINGS LP

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909281
File Currency:	February 23, 2023

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	736688574 ***PPSA***	4	20180223 1253 1590 3907 Reg. 5 year(s) Expires 02/23/2028	QUANTUM HOLDINGS LP QM GP INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		5	20230123 1037 1529 9260 B RENEWAL Renew 5 year(s)	QUANTUM HOLDINGS LP							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	714911013 ***PPSA***	1	20160321 1230 1862 2197 Reg. 25 year(s) Expires 03/21/2041	QUANTUM HOLDINGS LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		2	20180301 1010 1590 4374 J OTHER	QUANTUM HOLDINGS LP							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									
		3	20180301 1012 1590 4379 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (SASKATCHEWAN)**
SEARCH SUMMARY WITH RESPECT TO:
Quantum Holdings LP

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080055
File Currency:	27FEB2023

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SASKATCHEWAN PPR SEARCH SUMMARY
Quantum Holdings LP

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	301735103 Current - Exact Personal Property Security Agreement 27-FEB-2018 11:31:20 Amendment Expires: 28-FEB-2028	Quantum Holdings LP 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	2	History - Setup Personal Property Security Agreement 27-FEB-2018 11:31:20 Expires: 28-FEB-2023	Quantum Holdings LP 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	3	History - Amendment 30-Jan-2023 11:06:15 Amendment Life Time Amended Expires: 28-FEB-2028		

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	4	302014242 Current - Similar Personal Property Security Agreement 11-MAR-2020 10:06:59	Camden Hall Developments Ltd. 500 - 616 Main Street Saskatoon, Saskatchewan S7H0J6 Canada	Affinity Credit Union 2013 PO Box 1330 Saskatoon, Saskatchewan S7K3P4 Canada

		Expires: 11-MAR-2023		

Register General Security Agreement

Trust Indenture: No

General Property
ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY TOGETHER WITH ALL PROCEEDS THEREFROM INCLUDING BUT NOT LIMITED TO: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND WHATSOEVER DERIVED FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR PROCEEDS THEREFROM. of 8

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	5	104996610 Current - Similar The Corporation Securities Registration Act 06-MAR-1979 13:45:00 Expires: INFINITY **Old Registration Number(s)** 0CR11417 of 8	CENTENNIAL DISTRIBUTORS (1977) LTD UNKNOWN Other	TORONTO DOMINION BANK UNKNOWN Other

Trust Indenture: No
Date of Instrument: 23-FEB-79

General Property
AFFIDAVIT RE: DEMAND DEBENTURE $100,000.00

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	6	100753769 Current - Similar Personal Property Security Agreement 18-MAY-1989 13:02:00 Expires: INFINITY **Old Registration Number(s)** 03305376	CENTENNIAL TIRE CENTRE LTD 1744 MAIN STREET NORTH Moose Jaw, Saskatchewan Canada	THE ROYAL BANK OF CANADA P.O. BOX 370 Moose Jaw, Saskatchewan S6H4N9 Canada

SASKATCHEWAN PPR SEARCH SUMMARY
Quantum Holdings LP

		of 8		

Trust Indenture: No
Purchase Money Interest Claimed: Yes
Proceeds Claimed: Yes

General Property
ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PROPERTY. of 8

Serial Property
Motor Vehicle (1B6WD34PXBS128362) Make/Desc: 80 DODGE CNV: TRUCKS (13)
Motor Vehicle (FISHPEE0279) Make/Desc: 79 FORD CNV: TRUCKS (13)
Motor Vehicle (2GCEC14H8E1170248) Make/Desc: 85 CHEVROLET CNV: TRUCKS (13)

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	8	100938610 Current - Similar Personal Property Security Agreement 11-APR-1990 13:35:00 Expires: INFINITY **Old Registration Number(s)** 03562370	CENTENNIAL TIRE CENTRE LTD 350 LANGDON CRESCENT Moose Jaw, Saskatchewan S6H0X4 Canada	GENERAL TIRE CANADA INC. 3270 ORLANDO DRIVE MISSISSAUGA , Ontario L4V1C6 Canada

Trust Indenture: No
Purchase Money Interest Claimed: Yes
Proceeds Claimed: Yes

General Property
ALL OF THE FOLLOWING PRESENT AND AFTER-ACQUIREDPROPERTY OF THE DEBTOR: ALL INVENTORY OF EVERY TYPE OR KIND SUPPLIED BY GENERAL TIRE MARKETING INC. OR GENERAL TIRE CANADA INC., OR THEIR RESPECTIVE AGENTS, TO THE DEBTOR, INCLUDING BUT NOT LIMITED TO ALL TIRES, AND TIRE TUBES FOR MOTORS AND MOTOR VEHICLES, AND ALL MISCELLANEOUS PRODUCT. ALL PROCEEDS OF EVERY TYPE OR KIND INCLUDING BUT NOT LIMITED TO TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS AND INSURANCE PAYMENTS, INSTRUMENTS, SECURITIES, INTANGIBLES, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.

Gardiner Roberts LLP

MANITOBA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
QM GP Inc.

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080062
Search Conducted On:	27FEB2023 1:41:27 PM

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MANITOBA PPR SEARCH SUMMARY
QM GP Inc.

	Reg. No.	Debtors	Secured Parties
1.	202301490102 ***The Personal Property Security Act*** 30JAN2023 Expires: 30JAN2029	QM GP INC. 5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM LP QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD SUITE 400 BURLINGTON, ON L7L6Z8 Canada
	General Collateral ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. **Serial Collateral** Motor Vehicle (2020) 2020 CATERPILLAR 730-04		
	Reg. No.	**Debtors**	**Secured Parties**
2.	202301259001 ***The Personal Property Security Act*** 25JAN2023 Expires: 25JAN2029	QM GP INC. 5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON L4W5A1 Canada QM LP QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED 3457 SUPERIOR COURT UNIT 2 OAKVILLE, ON L6L0C4 Canada
	General Collateral		

	ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES. **Serial Collateral** Motor Vehicle (CAT00336JYBN10383) 2020 CATERPILLAR 336-07		
	Reg. No.	**Debtors**	**Secured Parties**
3.	202202593404 ***The Personal Property Security Act*** 22FEB2022 Expires: 22FEB2027 Purchase Money Security Interest	QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L5Z7 Canada QM LP	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXTMF236841) 2022 JOHN DEERE		
	Reg. No.	**Debtors**	**Secured Parties**
4.	202202507206 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L5Z7 Canada QM LP	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada

	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXPMF236825) 2022 JOHN DEERE		
	Reg. No.	**Debtors**	**Secured Parties**
5.	202202505807 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L5Z7 Canada QM LP	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXAMF236833) 2022 JOHN DEERE		
	Reg. No.	**Debtors**	**Secured Parties**
6.	202202505408 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L5Z7 Canada QM LP	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral		

	ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE		
	Reg. No.	**Debtors**	**Secured Parties**
7.	202202503103 ***The Personal Property Security Act*** 18FEB2022 Expires: 18FEB2027 Purchase Money Security Interest	QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L5Z7 Canada QM LP	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON L3M4H5 Canada
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** Motor Vehicle (1FF470GXJMF236827) 2022 JOHN DEERE		
	Reg. No.	**Debtors**	**Secured Parties**
8.	202122657002 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2026 Purchase Money Security Interest	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

		QM GP INC.	

General Collateral
2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

Serial Collateral
Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G

Change History
202220707719 (13DEC2022 12:23) Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
9.	202122657002 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2026 Purchase Money Security Interest	QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS,

	ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202220707719 (13DEC2022 12:23) Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
10.	202122655000 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2025 Purchase Money Security Interest	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS **Serial Collateral** Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G		

Change History
202221403918 (28DEC2022 09:11) Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
11.	202122655000 ***The Personal Property Security Act*** 23DEC2021 Expires: 23DEC2025 Purchase Money Security Interest	QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

General Collateral
2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

Serial Collateral
Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G

Change History
202221403918 (28DEC2022 09:11) Serial Numbered Goods

	Reg. No.	Debtors	Secured Parties
12.	201716396105 ***The Personal Property Security Act*** 08SEP2017	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

	Expires: 08SEP2027 Purchase Money Security Interest	QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202121037418 (26NOV2021 09:41) Expiry Date		

	Reg. No.	Debtors	Secured Parties
13.	201716396105 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722,		

	TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G **Change History** 202121037418 (26NOV2021 09:41) Expiry Date

	Reg. No.	Debtors	Secured Parties
14.	201716393408 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G **Change History** 202121037116 (26NOV2021 09:39) Expiry Date

	Reg. No.	Debtors	Secured Parties
15.	201716393408	QM GP INC.	VFS CANADA INC.

	The Personal Property Security Act 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G **Change History** 202121037116 (26NOV2021 09:39) Expiry Date		

	Reg. No.	Debtors	Secured Parties
16.	201716391405 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

	General Collateral 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL **Change History** 202121036713 (26NOV2021 09:36) Expiry Date 201716398310 (08SEP2017 11:25) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
17.	201716391405 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral**		

	Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL **Change History** 202121036713 (26NOV2021 09:36) Expiry Date 201716398310 (08SEP2017 11:25) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
18.	201716390808 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027 Purchase Money Security Interest	QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 Canada QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada
	General Collateral 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO. **Serial Collateral** Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G **Change History** 202121036616 (26NOV2021 09:35) Expiry Date		
	Reg. No.	**Debtors**	**Secured Parties**
19.	201716390808 ***The Personal Property Security Act*** 08SEP2017 Expires: 08SEP2027	QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 Canada QM LP	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 Canada

	Purchase Money Security Interest	QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.	

General Collateral
2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.

Serial Collateral
Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G

Change History
202121036616 (26NOV2021 09:35) Expiry Date

	Reg. No.	Debtors	Secured Parties
20.	201604959107 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA

General Collateral
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information
Subordination to The Bank of Nova Scotia

Change History
201803505719 (01MAR2018 09:41) Additional Information

	Reg. No.	Debtors	Secured Parties
21.	201604958909 ***The Personal Property Security Act*** 21MAR2016	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA

	Expires: 21MAR2041	QUANTUM HOLDINGS LP	

General Collateral
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information
Subordination to The Bank of Nova Scotia

Change History
201803504518 (01MAR2018 09:35) Additional Information

	Reg. No.	Debtors	Secured Parties
22.	201604958801 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA QM LP	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA

General Collateral
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Additional Information
Subordination to The Bank of Nova Scotia

Change History
201803504119 (01MAR2018 09:33) Additional Information

	Reg. No.	Debtors	Secured Parties
23.	201604958402 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA QMF LP	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA

	General Collateral A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Additional Information** Subordination to The Bank of Nova Scotia **Change History** 201803505310 (01MAR2018 09:38) Additional Information		
	Reg. No.	**Debtors**	**Secured Parties**
24.	201604958208 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA TWT LP	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA
	General Collateral A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Additional Information** Subordination to The Bank of Nova Scotia **Change History** 201803506111 (01MAR2018 09:43) Additional Information		
	Reg. No.	**Debtors**	**Secured Parties**
25.	201604958100 ***The Personal Property Security Act*** 21MAR2016 Expires: 21MAR2041	QM GP INC. 162 CRESCENT ROAD TORONTO, ON M4W 1V2 CANADA TS LP	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON M1L 4S8 CANADA
	General Collateral A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY		

Additional Information
Subordination to The Bank of Nova Scotia

Change History
201803504810 (01MAR2018 09:37) Additional Information

	Reg. No.	Debtors	Secured Parties
26.	201803529901 ***The Personal Property Security Act*** 01MAR2018 Expires: 01MAR2028	QM GP Inc. 3580 LAIRD ROAD UNIT 1 Mississauga, ON L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON L4W 0B4 Canada

General Collateral
The security interest is takenin all of the debtor's present and after-acquired personal property.

Change History
202301671212 (01FEB2023 14:59) Expiry Date

	Reg. No.	Debtors	Secured Parties
27.	201803306201 ***The Personal Property Security Act*** 27FEB2018 Expires: 27FEB2028	QM GP Inc. 3580 Laird Road, Unit 1 Mississauga, Ontario L5L 5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W 0B4 Canada

General Collateral
*The security interest is taken in all of the debtor's present and after-acquired personal property.

Change History
202301377314 (27JAN2023 10:25) Expiry Date

	Reg. No.	Debtors	Secured Parties
28.	201606198901 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (70104) 2016 KOMATSU WA500-7

Change History
201723037110 (20DEC2017 14:59) Expiry Date

	Reg. No.	Debtors	Secured Parties
29.	201606198600 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (90258) 2016 KOMATSU D65PX-18

Change History
202204282910 (21MAR2022 14:20) Expiry Date
201901966317 (06FEB2019 10:28) Expiry Date

	Reg. No.	Debtors	Secured Parties

30.	201606186709 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (90289) 2016 KOMATSU D65PXI-18

Change History
202204282813 (21MAR2022 14:19) Expiry Date
201901966015 (06FEB2019 10:26) Expiry Date

	Reg. No.	Debtors	Secured Parties
31.	201606186105 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE,SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (10053) 2016 KOMATSU HM300-5

Change History
201816570013 (13SEP2018 10:44) Expiry Date

	Reg. No.	Debtors	Secured Parties
32.	201606184200 ***The Personal Property Security Act*** 06APR2016 Expires: 06APR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral
ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.

Serial Collateral
Motor Vehicle (10074) 2016 KOMATSU HM400-5

Change History
201900324117 (07JAN2019 15:16) Expiry Date

	Reg. No.	Debtors	Secured Parties
33.	201604260200 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada

General Collateral

	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (10047) 2015 KOMATSU HM300-5 Motor Vehicle (10047) 2016 KOMATSU HM300-5 **Change History** 201900115712 (03JAN2019 10:56) Expiry Date 201608607710 (10MAY2016 15:36) Business Debtors 201604283111 (09MAR2016 15:49) Serial Numbered Goods		
	Reg. No.	**Debtors**	**Secured Parties**
34.	201604256904 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (10046) 2016 KOMATSU HM300-5 **Change History** 201900115313 (03JAN2019 10:52) Expiry Date 201608600219 (10MAY2016 14:55) Business Debtors 201604284819 (09MAR2016 16:06) Secured Parties, Serial Numbered Goods		

MANITOBA PPR SEARCH SUMMARY
QM GP Inc.

	Reg. No.	Debtors	Secured Parties
35.	201604256505 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (10048) 2016 KOMATSU HM300-5 **Change History** 201900114813 (03JAN2019 10:46) Expiry Date 201608594413 (10MAY2016 14:23) Business Debtors 201604294512 (09MAR2016 16:30) Secured Parties, Serial Numbered Goods		

	Reg. No.	Debtors	Secured Parties
36.	201604254103 ***The Personal Property Security Act*** 09MAR2016 Expires: 09MAR2023	QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 Canada QM LP	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QUEBEC J4Y 2P4 Canada
	General Collateral QUICK COUPLER S/N 1W38452-1, 54" DIGGING BUCKET S/N 3W53569-2, 84" CLEAN UP BUCKET S/N 1W38556-1 ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER,		

	DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF MANITOBA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** Motor Vehicle (85043) 2016 KOMATSU PC490LC-11 **Change History** 201900114414 (03JAN2019 10:40) Expiry Date 201608593018 (10MAY2016 14:17) Business Debtors 201604297813 (09MAR2016 17:06) Secured Parties, Serial Numbered Goods

Gardiner Roberts LLP

BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY
SEARCH SUMMARY WITH RESPECT TO:
QM GP Inc.

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080005
Search Conducted On:	27FEB2023 2:36:34 PM

DISCLAIMER:
This report has been generated by Dye & Durham Corporation using data provided by British Columbia Registry Services, Personal Property Registry. No liability is undertaken by Dye & Durham Corporation regarding its correctness, completeness, or the interpretation and use that are made of it.

BRITISH COLUMBIA PPR SEARCH SUMMARY
QM GP Inc.

	Reg. No.	Debtors	Secured Parties
1.	Base Registration: 951406G ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION15 Years Reg. Date: September, 14, 2012 8:26:12 AM PST Expires: September, 14, 2027 11:59:59 PM PST *Status: Active*	QUANTUM MURRAY LP QUANTUM MURRAY GP INC. QM GP INC.	ARI FINANCIAL SERVICES INC.
	MV (1FTFW1ET6DKE68391 2013 FORD) MV (3GTP2UEA9DG196541 2013 GMC) MV (1FMCU9G9XEUA41516 2014 FORD) MV (1FT8W3B65EEA00686 2014 FORD) MV (1FT8W3B69FEA24913 2015 FORD) MV (1FTSS3EL1EDA73403 2014 FORD) MV (1FDRS9ZM2GKA12995 2016 FORD) MV (1FT8W3B65EEA63240 2014 FORD) TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF. ,ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH PPSA SECURITY AGREEMENT		
	549610M AMENDMENT / OTHER CHANGE Reg. Date: October, 23, 2020 3:21:13 PM PST		
	MV (1GT523CG8CZ162372 2012 GMC) ** DELETED ** MV (3GTP2UEA2CG264063 2012 GMC) ** DELETED ** MV (1GTR2UEA6CZ293381 2012 GMC) ** DELETED **		

MV (1GTR2UEA7DZ231943 2013 GMC) ** DELETED ** MV (1FTFW1EF5EKD22592 2014 FORD) ** DELETED ** MV (1FTVW1EF6EKE41800 2014 FORD) ** DELETED ** MV (1FTFX1EF1EFC19160 2014 FORD) ** DELETED ** MV (1FT8W3B65FEA90567 2015 FORD) ** DELETED ** MV (1FMCU9GX8EUE15636 2014 FORD) ** DELETED ** MV (1FTFW1EF3EFC36089 2014 FORD) ** DELETED ** MV (1FMCU0GX2FUB66621 2015 FORD) ** DELETED ** MV (1FTFW1EF1CFB03957 2012 FORD) ** DELETED ** MV (1FTFX1EFXDFB39810 2013 FORD) ** DELETED ** MV (1GTR2UEA9DZ101307 2013 GMC) ** DELETED ** MV (3GTP2UEAXDG241969 2013 GMC) ** DELETED **		
171347M AMENDMENT / OTHER CHANGE Reg. Date: April, 16, 2020 9:07:06 AM PST		
MV (1FTFW1EF1CFB03957 2012 FORD) *** ADDED *** MV (1FTFX1EFXDFB39810 2013 FORD) *** ADDED *** MV (1GTR2UEA9DZ101307 2013 GMC) *** ADDED *** MV (3GTP2UEAXDG241969 2013 GMC) *** ADDED *** MV (1FT8W3B65EEA63240 2014 FORD) *** ADDED ***		
160502K AMENDMENT / OTHER CHANGE Reg. Date: July, 24, 2017 4:01:05 PM PST	QM GP INC.Status: *** ADDED ***	
ADD ADDITIONAL DEBTOR.		
160080K RENEWAL10 Years Reg. Date: July, 24, 2017 2:23:58 PM PST Expires: September, 14, 2027 11:59:59 PM PST		
552196J AMENDMENT / OTHER CHANGE Reg. Date: September, 21, 2016 4:48:54 PM PST		
MV (1FTFW1EF1EFC36088 2014 FORD) ** DELETED **		

211651J AMENDMENT / OTHER CHANGE Reg. Date: April, 06, 2016 4:18:49 PM PST		
MV (1FDRS9ZM2GKA12995 2016 FORD) *** ADDED ***		
715148I AMENDMENT / OTHER CHANGE Reg. Date: July, 10, 2015 9:31:47 AM PST		
MV (1FMCU0GX2FUB66621 2015 FORD) *** ADDED ***		
287680I AMENDMENT / OTHER CHANGE Reg. Date: November, 14, 2014 10:59:34 AM PST		
MV (1FMCU9GX8EUE15636 2014 FORD) *** ADDED *** MV (1FTFW1EF3EFC36089 2014 FORD) *** ADDED ***		
238194I AMENDMENT / OTHER CHANGE Reg. Date: October, 17, 2014 10:28:30 AM PST		
MV (1FT8W3B65FEA90567 2015 FORD) *** ADDED ***		
169777I AMENDMENT / OTHER CHANGE Reg. Date: September, 09, 2014 1:47:35 PM PST		
MV (1FTFX1EF1EFC19160 2014 FORD) *** ADDED *** MV (1FTFW1EF1EFC36088 2014 FORD) *** ADDED ***		
120322I AMENDMENT / OTHER CHANGE Reg. Date: August, 12, 2014 9:42:20 AM PST		
MV (1FTVW1EF6EKE41800 2014 FORD) *** ADDED *** MV (1FT8W3B69FEA24913 2015 FORD) *** ADDED ***		

	MV (1FTSS3EL1EDA73403 2014 FORD) *** ADDED ***		
	007428I AMENDMENT / OTHER CHANGE Reg. Date: June, 10, 2014 12:35:36 PM PST		
	MV (1FTFW1EF5EKD22592 2014 FORD) *** ADDED ***		
	657050H AMENDMENT / OTHER CHANGE Reg. Date: November, 12, 2013 2:40:44 PM PST		
	MV (1FMCU9G9XEUA41516 2014 FORD) *** ADDED *** MV (1FT8W3B65EEA00686 2014 FORD) *** ADDED ***		
	563795H AMENDMENT / OTHER CHANGE Reg. Date: September, 17, 2013 10:31:17 AM PST		
	MV (3GTP2UEA9DG196541 2013 GMC) *** ADDED ***		
	546844H AMENDMENT / OTHER CHANGE Reg. Date: September, 06, 2013 2:15:33 PM PST	QUANTUM MURRAY GP INC.Status: *** ADDED ***	
	*** ADDED *** TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF. ,ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH ADD ADDITIONAL DEBTOR. ADD GENERAL COLLATERAL DESCRIPTION.		

	462462H AMENDMENT / OTHER CHANGE Reg. Date: July, 18, 2013 8:38:01 AM PST		
	MV (1FTFW1ET6DKE68391 2013 FORD) *** ADDED ***		
	335942H AMENDMENT / OTHER CHANGE Reg. Date: May, 08, 2013 2:44:57 PM PST		
	MV (1GTR2UEA7DZ231943 2013 GMC) *** ADDED ***		
	Reg. No.	**Debtors**	**Secured Parties**
2.	Base Registration: 156931J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 8:50:39 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10048 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. - PPSA SECURITY AGREEMENT		
	240821L RENEWAL4 Years Reg. Date: January, 03, 2019 8:25:06 AM PST Expires: March, 09, 2023 11:59:59 PM PST		

	279268J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:44:20 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
	TO REPLACE 3 DEBTORS WITH 2 NEW DEBTORS		
	158009J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 2:18:41 PM PST		
	MV (10048 2016 KOMATSU) *** ADDED *** MV (10048 2015 KOMATSU) ** DELETED ** CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
3.	Base Registration: 156943J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 8:56:08 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10046 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS		

	RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	240834L RENEWAL4 Years Reg. Date: January, 03, 2019 8:29:17 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
	279259J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:42:15 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
	TO REPLACE 3 DEBTORS WITH 2 NEW DEBTOR		
	157955J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 2:01:17 PM PST		
	MV (10046 2016 KOMATSU) *** ADDED *** MV (10046 2015 KOMATSU) ** DELETED ** CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
4.	Base Registration: 156947J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.

	Reg. Date: March, 09, 2016 8:58:56 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*		
	MV (10047 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	240837L RENEWAL4 Years Reg. Date: January, 03, 2019 8:32:08 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
	279293J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:50:45 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	
	TO RELACE 3 DEBTORS WITH 2 NEW DEBTORS		
	157924J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 1:46:49 PM PST		
	MV (10047 2016 KOMATSU) *** ADDED *** MV (10047 2015 KOMATSU) ** DELETED **		

	CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
5.	Base Registration: 157009J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: March, 09, 2016 9:18:59 AM PST Expires: March, 09, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (85043 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. QUICK COUPLER S/N 1W38452-1, 54\ DIGGING BUCKET S/N 3W53569-2, 84\ CLEAN UP BUCKET S/N 1W38556-1 - PPSA SECURITY AGREEMENT		
	240818L RENEWAL4 Years Reg. Date: January, 03, 2019 8:23:58 AM PST Expires: March, 09, 2023 11:59:59 PM PST		
	279243J AMENDMENT / OTHER CHANGE Reg. Date: May, 10, 2016 1:36:35 PM PST	QM LPStatus: *** ADDED *** QM GP INCStatus: *** ADDED *** QUANTUM MURRAY GP INC.Status: ** DELETED ** QUANTUM MURRAY LPStatus: ** DELETED **	

	TO REPLACE 3 DEBTORS WITH 2 NEW DEBTORS		
	158372J AMENDMENT / OTHER CHANGE Reg. Date: March, 09, 2016 3:07:25 PM PST		
	MV (85043 2016 KOMATSU) *** ADDED *** MV (85043 2015 KOMATSU) ** DELETED ** CHANGING YEAR		
	Reg. No.	**Debtors**	**Secured Parties**
6.	Base Registration: 209774J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 9:25:35 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (90258 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	609738N RENEWAL1 Years Reg. Date: March, 21, 2022 1:02:56 PM PST		

	Expires: April, 06, 2023 11:59:59 PM PST		
	304364L RENEWAL3 Years Reg. Date: February, 06, 2019 8:13:27 AM PST Expires: April, 06, 2022 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
7.	Base Registration: 209783J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 9:28:32 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (70104 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	471460K RENEWAL4 Years Reg. Date: December, 20, 2017 1:00:51 PM PST Expires: April, 06, 2023 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
8.	Base Registration: 210086J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:15:24 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (90289 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	609737N RENEWAL1 Years Reg. Date: March, 21, 2022 1:02:10 PM PST Expires: April, 06, 2023 11:59:59 PM PST		
	304357L RENEWAL3 Years Reg. Date: February, 06, 2019 8:09:46 AM PST Expires: April, 06, 2022 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
9.	Base Registration: 210111J ***PERSONAL PROPERTY SECURITY ACT***	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.

	NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:18:58 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*		
	MV (10053 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	022084L RENEWAL4 Years Reg. Date: September, 13, 2018 8:34:41 AM PST Expires: April, 06, 2023 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
10.	Base Registration: 210124J ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION7 Years Reg. Date: April, 06, 2016 10:22:17 AM PST Expires: April, 06, 2023 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	KOMATSU INTERNATIONAL (CANADA) INC.
	MV (10074 2016 KOMATSU) ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES,		

	MANUALS,MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS,CHATTEL ,PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA SHALL HAVE THE ,MEANING ASCRIBED TO THEM IN SUCH ACT. PPSA SECURITY AGREEMENT		
	247628L RENEWAL4 Years Reg. Date: January, 07, 2019 1:41:55 PM PST Expires: April, 06, 2023 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
11.	Base Registration: 257019K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:05:19 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCE0A40GK00340798 2015 VOLVO) 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392666N RENEWAL5 Years Reg. Date: November, 26, 2021 7:24:10 AM PST		

	Expires: September, 08, 2027 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
12.	Base Registration: 257066K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:08:56 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCEC750EE00310016 2016 VOLVO) 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF ,WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY ,AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392672N RENEWAL5 Years Reg. Date: November, 26, 2021 7:25:18 AM PST Expires: September, 08, 2027 11:59:59 PM PST		
	295617K AMENDMENT / OTHER CHANGE		

	Reg. Date: September, 26, 2017 12:58:42 PM PST		
	MV (VCEC750EE00310016 2016 VOLVO) *** ADDED *** MV (VCEC750EE00310016 2017 VOLVO) ** DELETED ** *** ADDED *** 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. ** DELETED ** 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. AMEND THE YEAR IN SERIAL COLLATERAL TO BE READ AS 2016 VOLVO EC750EL S/N VCEC750EE00310016 AND AMEND THE GENERAL COLLATERAL DESCRIPTION		

	Reg. No.	Debtors	Secured Parties
13.	Base Registration: 257148K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:20:24 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCE0A40GTE0340434 2014 VOLVO) 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE		

	THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392688N RENEWAL5 Years Reg. Date: November, 26, 2021 7:30:31 AM PST Expires: September, 08, 2027 11:59:59 PM PST		
	Reg. No.	**Debtors**	**Secured Parties**
14.	Base Registration: 257179K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: September, 08, 2017 8:29:20 AM PST Expires: September, 08, 2027 11:59:59 PM PST *Status: Active*	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.
	MV (VCE0A40GH00340812 2015 VOLVO) 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, APPURTENANCES, COMPONENTS, APPLIANCES, ATTACHMENTS, AND REPLACEMENTS THERETO AND ANY EQUIPMENT OF WHATEVER NATURE THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO ,TIME THERETO, AND (2) PROCEEDS: ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY. TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA), THE REGULATIONS MADE THEREUNDER OR ANY AMENDMENTS MADE THERETO HAVE THOSE DEFINED MEANINGS. PPSA SECURITY AGREEMENT		
	392691N RENEWAL5 Years Reg. Date: November, 26, 2021 7:32:48 AM PST Expires: September, 08, 2027 11:59:59 PM PST		

BRITISH COLUMBIA PPR SEARCH SUMMARY
QM GP Inc.

	Reg. No.	Debtors	Secured Parties
15.	Base Registration: 592803K ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: February, 27, 2018 9:20:40 AM PST Expires: February, 27, 2028 11:59:59 PM PST *Status: Active*	QM GP INC	THE BANK OF NOVA SCOTIA
	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PPSA SECURITY AGREEMENT		
	324412P RENEWAL5 Years Reg. Date: January, 27, 2023 6:50:51 AM PST Expires: February, 27, 2028 11:59:59 PM PST		

	Reg. No.	Debtors	Secured Parties
16.	Base Registration: 546552L ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION10 Years Reg. Date: June, 04, 2019 9:16:03 AM PST Expires: June, 04, 2029 11:59:59 PM PST *Status: Active*	QM GP INC. QM LP	ELEMENT FLEET MANAGEMENT INC.
	ALL PRESENT AND AFTER-ACQUIRED MOTOR VEHICLES AND OTHER GOODS PROVIDED TO THE DEBTOR BY THE SECURED PARTY PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND ALL ACCESSIONS THERETO AND PROCEEDS THEREOF, INCLUDING MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, ACCOUNTS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, TRADE INS, LICENSES, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS PPSA SECURITY AGREEMENT		

	661781L AMENDMENT / OTHER CHANGE Reg. Date: July, 26, 2019 9:55:31 AM PST	QM LPStatus: *** ADDED *** QM ENVIRONMENTALStatus: ** DELETED **	
	REPLACE/CORRECT DEBTOR		
	Reg. No.	**Debtors**	**Secured Parties**
17.	Base Registration: 546645N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 6:52:44 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXJMF236827 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		
	Reg. No.	**Debtors**	**Secured Parties**
18.	Base Registration: 546663N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:14:52 AM PST	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.

	Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*		
	MV (1FF470GXVMF236832 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		
	Reg. No.	**Debtors**	**Secured Parties**
19.	Base Registration: 546668N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:19:28 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXAMF236833 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		
	Reg. No.	**Debtors**	**Secured Parties**
20.	Base Registration: 546686N	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.

	PERSONAL PROPERTY SECURITY ACT NEW REGISTRATION5 Years Reg. Date: February, 18, 2022 7:34:04 AM PST Expires: February, 18, 2027 11:59:59 PM PST *Status: Active*		
	MV (1FF470GXPMF236825 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		

	Reg. No.	Debtors	Secured Parties
21.	Base Registration: 550651N ***PERSONAL PROPERTY SECURITY ACT*** NEW REGISTRATION5 Years Reg. Date: February, 22, 2022 6:38:40 AM PST Expires: February, 22, 2027 11:59:59 PM PST *Status: Active*	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.
	MV (1FF470GXTMF236841 JOHN DEERE) ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL PPSA SECURITY AGREEMENT		

BRITISH COLUMBIA PPR SEARCH SUMMARY
QM GP Inc.

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (ALBERTA)**
SEARCH SUMMARY WITH RESPECT TO:
QM GP INC.

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080041
File Currency:	27FEB2023

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ALBERTA PPR SEARCH SUMMARY
QM GP INC.

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	12081318365 SECURITY AGREEMENT Date: 2012-AUG-13 **Amendments/Renewals:** 12090729639 (2012-SEP-07) Amendment 12120407313 (2012-DEC-04) Amendment 12120509294 (2012-DEC-05) Amendment 12122700967 (2012-DEC-27) Amendment 13071905913 (2013-JUL-19) Amendment 13090627291 (2013-SEP-06) Amendment 13091715542 (2013-SEP-17) Amendment 13121117378 (2013-DEC-11) Amendment 14021117081 (2014-FEB-11) Amendment 14090938020 (2014-SEP-09) Amendment 14101725887 (2014-OCT-17) Amendment 15020918766 (2015-FEB-09) Amendment 15120238302 (2015-DEC-02) Amendment 16040539607 (2016-APR-05) Amendment 16051818919 (2016-MAY-18) Amendment 16091626814 (2016-SEP-16) Amendment 17062935808 (2017-JUN-29) Renewal 17072441633 (2017-JUL-24) Amendment 20041611659 (2020-APR-16) Amendment 20071432476 (2020-JUL-14) Amendment 20082728791 (2020-AUG-27) Amendment Expires: 2027-AUG-13 23:59:59	QUANTUM MURRAY LP 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Current) QUANTUM MURRAY LP 3640 - 61 AVENUE SE, UNIT 1 CALGARY, AB T2C 2J3 (Current by 13090627291) QUANTUM MURRAY GP INC. 345 HORNER AVENUE, SUITE 300 TORONTO, ON M8W 1Z6 (Current by 13090627291) QM GP INC. 3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON L5L 5Z7 (Current by 17072441633)	ARI FINANCIAL SERVICES INC. 600-1270 CENTRAL PARKWAY WEST MISSISSAUGA, ON L5C 4P4 Email: abautonsp@teranet.ca (Current by 20041611659)
				ARI FINANCIAL SERVICES INC. 600-1270 CENTRAL PARKWAY WEST MISSISSAUGA, ON L5C 4P4 (Deleted by 20041611659)
	General Collateral ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT (Current by 13090627291) LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, (Current by 13090627291)			

TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE
(Current by 13090627291)

EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND
(Current by 13090627291)

REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER
(Current by 13090627291)

GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED
(Current by 13090627291)

FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER
(Current by 13090627291)

WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS,
(Current by 13090627291)

ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN,
(Current by 13090627291)

AND ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE
(Current by 13090627291)

FOREGOING.
(Current by 13090627291)

PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM
(Current by 13090627291)

(INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL
(Current by 13090627291)

PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH
(Current by 13090627291)

SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT))
(Current by 13090627291)

DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE
(Current by 13090627291)

ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.
(Current by 13090627291)

Serial Collateral
MV - Motor Vehicle (1FTFW1EF1CFB03957) 2012 FORD F-150
MV - Motor Vehicle (1FM5K8D8XDGA00157) 2013 FORD F-150
MV - Motor Vehicle (2FMDK4JC2DBA19726) 2013 FORD
(Current by 12120407313)

MV - Motor Vehicle (1FM5K8F80DGB22717) 2013 FORD
(Current by 12122700967)

MV - Motor Vehicle (1FDUF4GY7EEA75271) 2014 FORD
(Current by 14021117081)

Serial Collateral
MV - Motor Vehicle (1FTFW1ET1CKD76068) 2012 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFW1ET2CFC25507) 2012 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFX1EF2CFC04499) 2012 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FM5K8D8XDGA76705) 2013 FORD
(Deleted by 16040539607)

MV - Motor Vehicle (1FMCU9H92DUA08135) 2013 FORD
(Deleted by 16051818919)

MV - Motor Vehicle (1FTFX1EF6DKE52957) 2013 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFW1EF6DKE72760) 2013 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFX1EF5DFB71063) 2013 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFX1EF6DFC23106) 2013 FORD
(Deleted by 20082728791)

MV - Motor Vehicle (1FTFW1EF2DKD11628) 2013 FORD
(Deleted by 20071432476)

MV - Motor Vehicle (1FTFW1EF4DFC23088) 2013 FORD

	(Deleted by 20082728791) MV - Motor Vehicle (1FTFW1EF3DFD57039) 2013 FORD (Deleted by 15120238302) MV - Motor Vehicle (1FT8W3B65FEA05436) 2015 FORD (Deleted by 20082728791) MV - Motor Vehicle (1FTFW1EF2EFA86766) 2014 FORD (Deleted by 20082728791) MV - Motor Vehicle (1FT8W3D6XFEC05872) 2015 FORD (Deleted by 16091626814) MV - Motor Vehicle (1FTFW1ET6DKE68391) 2013 FORD F-150 (Deleted by 20082728791) MV - Motor Vehicle (1FTFW1EFXDFD57474) 2013 FORD F-150 (Deleted by 20082728791) MV - Motor Vehicle (1FTFX1EF8DFB12735) 2013 FORD F-150 (Deleted by 20082728791)

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
2.	6	16030916051 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030927323 (2016-MAR-09) Amendment 16051029105 (2016-MAY-10) Amendment 19010310536 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051029105) QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051029105)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051029105) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1	

			CALGARY, AB T2C 2J3 (Deleted by 16051029105) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051029105)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** MV - Motor Vehicle (10047) 2016 KOMATSU HM300-5 (Current by 16030927323)			
	Serial Collateral MV - Motor Vehicle (10047) 2015 KOMATSU HM300-5 (Deleted by 16030927323)			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	8	16030917873 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030928197 (2016-MAR-09) Amendment 16051024821 (2016-MAY-10) Amendment 19010309814 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051024821) QM GP INC 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051024821)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC. 345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051024821)	

			QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051024821) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051024821)	
	General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. **Serial Collateral** MV - Motor Vehicle (10046) 2016 KOMATSU HM300-5 (Current by 16030928197)			
	Serial Collateral MV - Motor Vehicle (10046) 2015 KOMATSU HM300-5 (Deleted by 16030928197)			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	10	16030918339 SECURITY AGREEMENT Date: 2016-MAR-09 **Amendments/Renewals:** 16030935766 (2016-MAR-09) Amendment 16051022058 (2016-MAY-10) Amendment 19010309211 (2019-JAN-03) Renewal Expires: 2023-MAR-09 23:59:59	QM LP 100 3600 VIKING WAY RICHMOND, BC V6V1N6 (Current by 16051022058) QM GP INC 100 3600 VIKING WAY RICHMOND WAY, BC V6V1N6 (Current by 16051022058)	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 (Current)
			QUANTUM MURRAY GP INC.	

			345 HORNER AVE, SUITE 300 TORONTO, ON M8W 1Z6 (Deleted by 16051022058) QUANTUM MURRAY LP 3640-61 AVE SE, SUITE 1 CALGARY, AB T2C 2J3 (Deleted by 16051022058) QUANTUM MURRAY LP 100 3600 VIKING WAY RICHMOND, BC V6V 1N6 (Deleted by 16051022058)	
		General Collateral ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT. QUICK COUPLER S/N 1W38452-1, 54" DIGGING BUCKET S/N 3W53569-2, 84" CLEAN UP BUCKET S/N 1W38556-1 **Serial Collateral** MV - Motor Vehicle (85043) 2016 KOMATSU PC490-LC11 (Current by 16030935766)		
		Serial Collateral MV - Motor Vehicle (85043) 2015 KOMATSU PC490-LC11 (Deleted by 16030935766)		

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	12	17090802597 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112605913 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

			QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	

General Collateral
2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Serial Collateral
MV - Motor Vehicle (VCE0A40GK00340798) 2015 VOLVO A40G

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
6.	14	17090803961 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 17092633024 (2017-SEP-26) Amendment 21112605995 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)

			CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	

General Collateral
2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1, THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
(Current by 17092633024)

Serial Collateral
MV - Motor Vehicle (VCEC750EE00310016) 2016 VOLVO EC750EL
(Current by 17092633024)

General Collateral
2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
(Deleted by 17092633024)

Serial Collateral
MV - Motor Vehicle (VCEC750EE00310016) 2017 VOLVO EC750EL
(Deleted by 17092633024)

ALBERTA PPR SEARCH SUMMARY
QM GP INC.

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
7.	16	17090807747 SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112606305 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	QM LP, BY ITS GENERAL PARTNER, QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)
	General Collateral 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Serial Collateral** MV - Motor Vehicle (VCE0A40GTE0340434) 2014 VOLVO A40G			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
8.	18	17090807865	QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC.

		SECURITY AGREEMENT Date: 2017-SEP-08 **Amendments/Renewals:** 21112606245 (2021-NOV-26) Renewal Expires: 2027-SEP-08 23:59:59	3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM GP INC. 3640 - 61 AVENUE SE CALGARY, AB T2C2J3 (Current) QM LP, BY ITS GENERAL PARTNER, QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM LP 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current) QM GP INC. 402084 - 81 STREET EAST ALDERSYDE, AB T0L0A0 (Current)	238 WELLINGTON ST. E. 3RD FLR. AURORA, ON L4G 1J5 (Current)
	General Collateral 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH (1) ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, ATTACHMENTS AND REPLACEMENTS THERETO; AND (2) PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY **Serial Collateral** MV - Motor Vehicle (VCE0A40GH00340812) 2015 VOLVO A40G			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
9.	20	18022715953 SECURITY AGREEMENT Date: 2018-FEB-27	QM GP INC. 1-3580 LAIRD ROAD MISSISSAUGA, ON L5L 5Z7 (Current)	THE BANK OF NOVA SCOTIA 4715 TAHOE BLVD MISSISSAUGA, ON L4W 0B4 (Current)

		Amendments/Renewals: 23012713455 (2023-JAN-27) Renewal Expires: 2028-FEB-27 23:59:59		
	General Collateral THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
10.	21	18042035749 SECURITY AGREEMENT Date: 2018-APR-20 **Amendments/Renewals:** 19112937391 (2019-NOV-29) Amendment Expires: 2023-APR-20 23:59:59	QM GP INC 700-237 8 AVE SE CALGARY, AB T2G 5C3 (Current)	SUMMIT ACCEPTANCE CORP. 1260 HIGHFIELD CRES SE CALGARY, AB T2G 5M3 (Current by 19112937391)
				SUMMIT ACCEPTANCE CORP. 4620 BLACKFOOT TRAIL SE CALGARY, AB T2G 4G2 (Deleted by 19112937391)
	Serial Collateral MV - Motor Vehicle (1FTEW1EP0JFC33083) 2018 FORD F150			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
11.	22	22021803925 SECURITY AGREEMENT Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,			

	ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** MV - Motor Vehicle (1FF470GXJMF236827) 2022 JOHN DEERE 470G			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
12.	24	22021805018 SECURITY AGREEMENT Date: 2022-FEB-18 **Amendments/Renewals:** 22021806605 (2022-FEB-18) Amendment Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** MV - Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE 470G (Current by 22021806605)			
	Serial Collateral MV - Motor Vehicle (1FF470GXVMF236832) 2022 JOHN DEERE 470GF (Deleted by 22021806605)			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
13.	26	22021805293 SECURITY AGREEMENT	QM LP 5155 SPECTRUM WAY UNIT 8	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000

		Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** MV - Motor Vehicle (1FF470GXAMF236833) 2022 JOHN DEERE 470G			

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
14.	28	22021806264 SECURITY AGREEMENT Date: 2022-FEB-18 Expires: 2027-FEB-18 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)
	General Collateral ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL **Serial Collateral** MV - Motor Vehicle (1FF470GXPMF236825) 2022 JOHN DEERE 470G			

ALBERTA PPR SEARCH SUMMARY
QM GP INC.

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
15.	30	22022202689 SECURITY AGREEMENT Date: 2022-FEB-22 Expires: 2027-FEB-22 23:59:59	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON L4W 5A1 (Current) QM GP INC. 3580 LAIRD RD MISSISSAUGA, ON L5L 5Z7 (Current)	JOHN DEERE FINANCIAL INC. 295 HUNTER ROAD, P.O. BOX 1000 GRIMSBY, ON L3M 4H5 Email: absecparties@avssystems.ca (Current)

General Collateral
ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Collateral
MV - Motor Vehicle (1FF470GXTMF236841) 2022 JOHN DEERE 470G

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
QM GP INC.

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909280
File Currency:	23FEB 2023

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	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	790356267 ***PPSA***	2	20230130 1749 5064 0978 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2020 CATERPILLAR 730-04 (VIN: 2020) General Collateral Description: ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	790236756 ***PPSA***	5	20230125 1745 5064 8312 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2020 CATERPILLAR 336-07 (VIN: CAT00336JYBN10383) General Collateral Description: ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	789562863 ***PPSA***	8	20221223 1721 5064 3582 Reg. 06 year(s)	QM LP QM GP INC. QM ENVIRONMENTAL	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2022 CATERPILLAR 352-08FG (VIN: CAT00352CKXH00220) General Collateral Description: (1) NEW 2022 CATERPILLAR 352-08FG HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	783969489 ***PPSA***	11	20220614 1642 5064 9363 Reg. 05 year(s)	QM LP QM GP INC.	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
		No Fixed Maturity Date 2022 CATERPILLAR 420-07XE (VIN: CAT00420VH9X01752) General Collateral Description: ONE (1) CATERPILLAR 420-07XE BACKHOE LOADER C/W FORKS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	782760744 ***PPSA***	14	20220506 1817 1902 8285 Reg. 05 year(s)	QM LP QM GP INC.	CATERPILLAR FINANCIAL SERVICES LIMITED			X			X
	No Fixed Maturity Date 2022 CATERPILLAR D5-17VP (VIN: CAT000D5HRG901226) General Collateral Description: ONE (1) CATERPILLAR D5-17VP TRACK TYPE TRACTOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	780542172 ***PPSA***	17	20220222 1033 1901 3180 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
	2022 JOHN DEERE 470G (VIN: 1FF470GXTMF236841)										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
7.	780502572 ***PPSA***	18	20220218 0949 1902 6348 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
	2022 JOHN DEERE 470G (VIN: 1FF470GXJMF236827)										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	780502788 ***PPSA***	19	20220218 0957 1901 2639 Reg. 05 year(s)	QM LP	JOHN DEERE FINANCIAL INC.			X		X	X

				QM GP INC.							
		2022 JOHN DEERE 470G (VIN: 1FF470GXAMF236833)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
9.	780503022 ***PPSA***	20	20220218 1008 1901 2641 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
		2022 JOHN DEERE 470GF (VIN: 1FF470GXVMF236832)									
		21	20220218 1347 1902 6422 A AMENDMENT	QM LP				X		X	X
		Reason for Amendment: AMEND ASSET FROM 2022 JOHN DEERE 470GF (1FF470GXVMF236832) TO 2022 JOHN DEERE 470G (1FF470GXVMF236832) 2022 JOHN DEERE 470G (VIN: 1FF470GXVMF236832)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
10.	780503445 ***PPSA***	22	20220218 1028 1902 6357 Reg. 05 year(s)	QM LP QM GP INC.	JOHN DEERE FINANCIAL INC.			X		X	X
		2022 JOHN DEERE 470G (VIN: 1FF470GXPMF236825)									
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
						CG	**I**	**E**	**A**	**O**	**MV**
11.	778533336 ***PPSA***	23	20211125 1624 8077 4430 Reg. 4 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X

		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GTE0340434) 2014 VOLVO A40G (VIN: VCE0A40GHE0340316) 2014 VOLVO A40G (VIN: VCE0A40GCE0340391) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/WTAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS									
		28	20211126 1434 8077 4472 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.								
		Reason for Amendment: ADD DEBTORS										
		31	20221228 1026 8077 6963 F PART DISCH	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								X
		2014 VOLVO A40G (VIN: VCE0A40GHE0340316) 2014 VOLVO A40G (VIN: VCE0A40GCE0340391)										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	778533345 ***PPSA***	32	20211125 1624 8077 4431 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.	VFS CANADA INC.			X		X	X

				QM LP QM GP INC.							
		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GH00340812) 2015 VOLVO A40G (VIN: VCE0A40GK00340798) General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS								
		36	20211126 1434 8077 4473 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.							
		Reason for Amendment: ADD DEBTORS									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	778533354 ***PPSA***	39	20211125 1624 8077 4432 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2016 VOLVO EC750EL (VIN: VCEC750EE00310016)									

		2015 VOLVO A40G (VIN: VCE0A40GH00340468) General Collateral Description: 2016 VOLVO EC750EL S/N VCEC750EE00310016 ENGINE S/N 095959 C/W WBM COUPLER S/N 4W19518-3, WBM 66" BUCKET S/N 4W19521-3, WBM 96" BUCKET S/N 4W19519-3, 2015 VOLVO A40G S/N VCE0A40GH00340468 ENGINE S/N 083873 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS										
		44	20211126 1434 8077 4474 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.								
		Reason for Amendment: ADD DEBTORS										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**	
14.	754443027 ***PPSA***	47	20190815 1058 1793 8597 Reg. 5 year(s)	QM LP QM GP INC.	SLM EQUIPMENT LEASING LTD.			X		X	X	
		2005 EXCAVATOR CAT 330C (VIN: CAT0330CTJNK00350) 2012 MINI EXCAVATOR KUBOTA K008-3 (VIN: 22324) 2005 EXCAVATOR JOHN DEERE 225C LC (VIN: FF225CX500427) 2008 EXCAVATOR CAT 330DL (VIN: CAT0330DHMWP03055) 2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913364) 2004 EXCAVATOR JOHN DEERE 120C (VIN: FF120CX034899) 2009 EXCAVATOR KUBOTA KX-080-3 (VIN: 21745)										

		2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913321) 2007 EXCAVATOR JOHN DEERE 450D (VIN: FF450DX913367) 2010 EXCAVATOR KUBOTA KX080-3 (VIN: 22521) 2000 EXCAVATOR CAT 330BL (VIN: 6DR03937) 2006 EXCAVATOR JOHN DEERE 850D (VIN: FF850DX973038) General Collateral Description: 2005 CAT 330C EXCAVATOR S/N CAT0330CTJNK00350 HIGH REACH DEMOLITION BOOM, GRABBLE & LABOUNTY MSD1500R SHEAR. 2012 KUBOTA K008-3 MINI EXCAVATOR S/N 22324. 2005 JOHN DEERE 225C LC RTS EXCAVATOR S/N FF225CX500427 & LABOUNTY MSD40R SHEAR S/N 30817. 2008 CAT 330DL EXCAVATOR S/N CAT0330DHMWP03055. 2007 JOHN DEERE 450D EXCAVATOR S/N FF450DX913364. 2004 JOHN DEERE 120C EXCAVATOR S/N FF120CX034899 & LABOUNTY MSD15R SHEAR S/N 15517. 2009 KUBOTA KX-080-3 EXCAVATOR S/N 21745, BLADE & HYDRAULIC HAMMER. LABOUNTY MSD3000R SHEAR S/N 40628, BMI BUCKET. ATLAS COPCO MR1200 HYDRAULIC HAMMER S/N 3128. NPK GH-30 HYDRAULIC HAMMER S/N 86731. NPK E-210A HAMMER. NPK E-225 HAMMER S/N 75399. KUBOTA K9980 KXB HYDRAULIC HAMMER S/N 53798. CRD CREIGHTON HAMMER FOR 120C. LOT OF 9 LABOUNTY HYDRAULIC SHEARS INCLUDING 7 - MSD3000R'S, MSD2500R'S S/N'S 70725, 630070, 630113, 630025, 6250303 & 2 - MSD7R'S. LOT OF 9 NYE (2OVER3) & (3OVER4) DEMOLITION GRAPPLES INCLUDING S/N'S 512808, 51130, 511730, & 5117. LOT OF 16 VARIOUS SIZED AND BRANDED EXCAVATOR BUCKETS INCLUDING 22" H&H M#JD120C S/N 49954, 42" CAT, 49" CAT 330C S/N 3028947, 64" H&H, 24" ESCO, 78" BRANDT 400 SERIES S/N 501666, 64" NYE DITCHING, 83" NYE 992 S/N 512598, KUBOTA DITCHING, 59" NYE S/N 510626, 43" CAT 330 S/N 903728, 53" NYE, 46" NYE, 40" NYE Q690 S/N 511132, 67" ESCO S/N 75078, 50" ESCO. 3 NYE PULVIRIZERS. 2007 JOHN DEERE 450D EXCAVATOR S/N FF450DX913321, & MSD3000R SHEAR S/N 630012. 2007 JOHN DEERE 450D EXCAVATOR S/N FF450DX913367. 2010 KUBOTA KX080-3 EXCAVATOR S/N 22521. 2000 CAT 330BL EXCAVATOR S/N 6DR03937, & OHIO 58LS MAGNET S/N 21468. 2006 JOHN DEERE 850D EXCAVATOR S/N FF850DX973038, W/ LABOUNTY MSD7500 SHEAR S/N 675004. INCLUDING ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
15.	753459273 ***PPSA***	58	20190717 1703 1462 4759 Reg. 6 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.			X		X	
		General Collateral Description: MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN WITH									

		ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
16.	751924881 ***PPSA***	61	20190604 1414 1462 7726 Reg. 10 year(s)	QM ENVIRONMENTAL QM GP INC.	ELEMENT FLEET MANAGEMENT INC.		X	X		X	X
		No Fixed Maturity Date General Collateral Description: ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING, WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIAL-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERE TO OR INSTALLED THEREIN, AND ALL PROCEEDS OF OR RELATING TO ANY OF THE FOREGOING.										
		65	20190726 1405 1462 8311 A AMENDMENT	QM ENVIRONMENTAL QM LP								
		Reason for Amendment: TO UPDATE NAME OF DEBTOR 1 FROM QM ENVIRONMENTAL TO QM LP TO REFLECT CHANGE IN LESSOR										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
17.	736688529 ***PPSA***	66	20180223 1253 1590 3906 Reg. 5 year(s)	QM GP INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		67	20230123 1037 1529 9261 B RENEWAL Renew 5 year(s)	QM GP INC.								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
18.	736688574 ***PPSA***	68	20180223 1253 1590 3907 Reg. 5 year(s)	QUANTUM HOLDINGS LP QM GP INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		69	20230123 1037 1529 9260 B RENEWAL Renew 5 year(s)	QUANTUM HOLDINGS LP							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
19.	736688637 ***PPSA***	70	20180223 1253 1590 3908 Reg. 5 year(s)	QM LP QM GP INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		71	20230123 1037 1529 9259 B RENEWAL Renew 5 year(s)	QM LP							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
20.	731698254 ***PPSA***	72	20170908 1034 8077 0255 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GK00340798) General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664									

		75	20211126 1028 8077 4456 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
21.	731698272 ***PPSA***	76	20170908 1034 8077 0257 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2017 VOLVO EC750EL (VIN: VCEC750EE00310016) General Collateral Description: 2017 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1									
		79	20170926 1630 8077 1118 A AMENDMENT	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							X
		Reason for Amendment: AMEND THE YEAR IN SERIAL COLLATERAL TO BE READ AS 2016 VOLVO EC750EL S/N VCEC750EE00310016 AND AMEND THE GENERAL COLLATERAL DESCRIPTION 2016 VOLVO EC750EL (VIN: VCEC750EE00310016) General Collateral Description: 2016 VOLVO EC750EL S/N VCEC750EE00310016 C/W ENGINE SN 095959, WBM COUPLER SN 4W19518-3, WBM 66 BUCKET SN 4W19521-3, WBM 96 BUCKET SN 4W19519-3, STARTING HOURS 1									
		80	20211126 1028 8077 4457 B RENEWAL	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								

			Renew 5 year(s)									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
22.	731698299 ***PPSA***	81	20170908 1034 8077 0259 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GCE0340391) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GCE0340391 C/W ENGINE SN 081424, TAILGATE, STARTING HOURS 1958									
		84	20211126 1028 8077 4458 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
23.	731698308 ***PPSA*** **** THIS REGISTRATION HAS BEEN DISCHARGED ***	85	20170908 1034 8077 0260 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GHE0340316) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GHE0340316 C/W ENGINE SN 080849, TAILGATE, STARTING HOURS 2329									

		88	20211126 1028 8077 4459 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							
		89	20221228 1026 8077 6967 C DISCHARGE	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
24.	731698335 ***PPSA***	90	20170908 1034 8077 0263 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X
		No Fixed Maturity Date 2014 VOLVO A40G (VIN: VCE0A40GTE0340434) General Collateral Description: 2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329									
		93	20211126 1028 8077 4460 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
25.	731715795 ***PPSA***	94	20170908 1436 8077 0271 Reg. 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.	VFS CANADA INC.			X		X	X

		No Fixed Maturity Date 2015 VOLVO A40G (VIN: VCE0A40GH00340812) General Collateral Description: 2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880										
		97	20211126 1028 8077 4462 B RENEWAL Renew 5 year(s)	QM LP, BY ITS GENERAL PARTNER, QM GP INC.								

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
26.	714910995 ***PPSA***	98	20160321 1230 1862 2196 Reg. 25 year(s)	QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		99	20180301 1013 1590 4380 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
27.	714911013 ***PPSA***	100	20160321 1230 1862 2197 Reg. 25 year(s)	QUANTUM HOLDINGS LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X

		101	20180301 1010 1590 4374 J OTHER	QUANTUM HOLDINGS LP								
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA										
		102	20180301 1012 1590 4379 J OTHER	QM GP INC.								
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA										

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
28.	714911058 ***PPSA***	103	20160321 1231 1862 2198 Reg. 25 year(s)	QM LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		104	20180301 1009 1590 4373 J OTHER	QM LP							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									
		105	20180301 1012 1590 4378 J OTHER	QM GP INC.							
		SUBORDINATION									

		Reason for Amendment: BANK OF NOVA SCOTIA										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
29.	714911103 ***PPSA***	106	20160321 1231 1862 2199 Reg. 25 year(s)	QMF LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		107	20180301 1011 1590 4377 J OTHER	QM GP INC.								
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
30.	714911157 ***PPSA***	108	20160321 1231 1862 2200 Reg. 25 year(s)	TWT LP QM GP INC.	AVIVA INSURANCE COMPANY OF CANADA		X	X	X	X	X
		109	20180301 1011 1590 4376 J OTHER	QM GP INC.								
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA										
	File No.	**Enquiry Page No.**	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						
						CG	**I**	**E**	**A**	**O**	**MV**
31.	714911193	110	20160321 1231 1862 2201	TS LP	AVIVA INSURANCE COMPANY						

	PPSA		Reg. 25 year(s)	QM GP INC.	OF CANADA		X	X	X	X	X
		111	20180301 1010 1590 4375 J OTHER	QM GP INC.							
		SUBORDINATION Reason for Amendment: BANK OF NOVA SCOTIA									

Gardiner Roberts LLP

***PERSONAL PROPERTY REGISTRY* (SASKATCHEWAN)**
SEARCH SUMMARY WITH RESPECT TO:
QM GP Inc.

Summary Requested By:	Wil Stewart
PPSA Enquiry ID:	3080052
File Currency:	27FEB2023

DISCLAIMER:
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SASKATCHEWAN PPR SEARCH SUMMARY
QM GP Inc.

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
1.	2	301157794 Current - Exact Personal Property Security Agreement 17-MAR-2014 15:12:41 Amendment Expires: 17-MAR-2024	QUANTUM MURRAY LP 345 HORNER AVENUE, SUITE 300 TORONTO, Ontario M8W1Z6 Canada QUANTUM MURRAY GP INC. 345 HORNER AVENUE, SUITE 300 TORONTO, Ontario M8W1Z6 Canada QM GP INC. 3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, Ontario L5L5Z7 Canada	ARI Financial Services Inc. 600-1270 Central Parkway West Mississauga, Ontario L5C4P4 Canada
	Trust Indenture: NO **General Property** ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF ORRELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL INANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANYPROCEEDS THEREOF. **Serial Property** Motor Vehicle (1FT8W3B65EEA63240) 2014 Make/Desc: FORD Motor Vehicle (1FT8W3BT7FEC28700) 2015 Make/Desc: FORD Motor Vehicle (1FDUF4GY7EEA75271) 2014 Make/Desc: FORD F-450 Motor Vehicle (1FM5K8F80DGB22717) 2013 Make/Desc: FORD EXLPORER		
	3	History - Setup Personal Property Security Agreement 17-MAR-2014 15:12:41 Expires: 17-MAR-2019	QUANTUM MURRAY LP 345 HORNER AVENUE, SUITE 300 TORONTO, Ontario M8W1Z6 Canada	ARI Financial Services Inc. of 14 600-1270 Central Parkway West Mississauga, Ontario L5C4P4 Canada
	Trust Indenture: NO			

General Property
ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING WITHOUT LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS, TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK-BODIES), AUTOMOTIVE EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIALS-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND ACCESSIONS ATTACHED THERETO OR INSTALLED THEREIN, AND ALL PROCEEDS (AS DEFINED BELOW) OF ORRELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL INANY FORM (INCLUDING WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERMS IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANYPROCEEDS THEREOF.

Serial Property
Motor Vehicle (1FT8W3B65EEA63240) 2014 Make/Desc: FORD

4	History - Amendment 15-Jan-2016 15:41:19 Amendment	QUANTUM MURRAY GP INC. of 14 345 HORNER AVENUE, SUITE 300 TORONTO, Ontario M8W1Z6 Canada (Add)	
5	History - Amendment 03-Mar-2016 17:32:37 Amendment		

Serial Property
Motor Vehicle (1FT8W3BT7FEC28700) 2015 Make/Desc: FORD (Add)

5	History - Amendment 24-Jul-2017 17:04:50 Amendment	QM GP INC. 3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, Ontario L5L5Z7 Canada (Add)	
5	History - Amendment 11-Feb-2019 11:37:05 Amendment Life Time Amended Expires: 17-MAR-2024		

	6	History - Amendment 16-Apr-2020 10:20:01 Amendment		
	Serial Property Motor Vehicle (1FDUF4GY7EEA75271) 2014 Make/Desc: FORD F-450 (Add) Motor Vehicle (1FM5K8F80DGB22717) 2013 Make/Desc: FORD EXLPORER (Add)			
	Enquiry Page No.	**Reg. No.**	**Debtors**	**Secured Parties**
2.	7	301735102 Current - Exact Personal Property Security Agreement 27-FEB-2018 11:31:19 Amendment Expires: 28-FEB-2028	QM GP Inc. 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	7	History - Setup Personal Property Security Agreement 27-FEB-2018 11:31:19 Expires: 28-FEB-2023	QM GP Inc. 1-3580 Laird Road Mississauga, Ontario L5L5Z7 Canada	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario L4W0B4 Canada
	Trust Indenture: NO **General Property** The security interest is taken in all of the debtor's present and after acquired personal property			
	8	History - Amendment 30-Jan-2023 11:01:32 Amendment Life Time Amended Expires: 28-FEB-2028		

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
3.	9	302260173 Current - Exact Personal Property Security Agreement 18-FEB-2022 08:55:21 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 14

Serial Property
Motor Vehicle (1FF470GXJMF236827) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
4.	10	302260184 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:19:31 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 14

Serial Property
Motor Vehicle (1FF470GXVMF236832) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
5.	11	302260185 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:23:32 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 14

Serial Property
Motor Vehicle (1FF470GXAMF236833) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
6.	12	302260192 Current - Exact Personal Property Security Agreement 18-FEB-2022 09:38:37 Expires: 18-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 14

Serial Property
Motor Vehicle (1FF470GXPMF236825) Make/Desc: JOHN DEERE

	Enquiry Page No.	Reg. No.	Debtors	Secured Parties
7.	13	302260716 Current - Exact Personal Property Security Agreement 22-FEB-2022 08:43:24 Expires: 22-FEB-2027	QM LP 5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, Ontario L4W5A1 Canada QM GP INC. 3580 LAIRD RD MISSISSAUGA, Ontario L5L5Z7 Canada	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, Ontario L3M4H5 Canada

SKReg

Trust Indenture: NO

General Property
ONE JOHN DEERE 470G FT4 EXCAVATOR 470GF TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE- INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL of 14

Serial Property
Motor Vehicle (1FF470GXTMF236841) Make/Desc: JOHN DEERE

Gardiner Roberts LLP

***PERSONAL PROPERTY SECURITY ACT* (ONTARIO)**
SEARCH SUMMARY WITH RESPECT TO:
HIGHPOINT ENVIRONMENTAL SERVICES INC.

eSummary Requested By:	Wil Stewart
PPSA Enquiry ID:	909279
File Currency:	February 23, 2023

DISCLAIMER:
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PPSA (ONTARIO) SEARCH SUMMARY
HIGHPOINT ENVIRONMENTAL SERVICES INC.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	723216996 ***PPSA***	1	20161208 0936 1532 3290 Reg. 5 year(s) Expires 12/08/2026	HIGHPOINT ENVIRONMENTAL SERVICES INC.	THE BANK OF NOVA SCOTIA		X	X	X	X	X
		2	20211108 1053 1529 4595 B RENEWAL Renew 5 year(s)	HIGHPOINT ENVIRONMENTAL SERVICES INC.							

Cassels Brock & Blackwell LLP

Cassels

SEARCH SUMMARY WITH RESPECT TO:

QM ENVIRONMENTAL

Summary Requested By:	PAULINA SEO
Search ID:	25409159
Search Submitted On:	2023-05-17 2:34 PM

DISCLAIMER:

This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. ESC Corporate Services does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

*Document Date Format: *yyyy-mm-dd*

QM ENVIRONMENTAL

Nova Scotia

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	NOVA SCOTIA	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Yukon

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	YUKON	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Northwest Territories

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	NORTHWEST TERRITORIES	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Nunavut

1. ***PERSONAL PROPERTY SECURITY ACT***

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	NUNAVUT	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Quebec

1. ***RDPRM***

Our search of the Registre des droits personnels et réels mobiliers (RDPRM) disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	QUEBEC	BUSINESS DEBTOR	2023-05-17	2023-05-17	**RESULTS FOUND** PLEASE REFER TO SEARCH RESULTS FOR DETAILS

New Brunswick

1. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM ENVIRONMENTAL	NEW BRUNSWICK	BUSINESS DEBTOR	2023-05-17	2023-05-17	NO RESULTS FOUND

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM ENVIRONMENTAL**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	DROITS RÉSULTANT D'UN BAIL 19-0606203-0003	2019-06-04	14:57
	MODIFICATION D'UN DROIT PUBLIÉ 19-0834417-0010	2019-07-26	14:58

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM ENVIRONMENTAL**

Noms présentant des similarités (12)

Nom	Code postal	Nombre de fiches détaillées
4950 QM II LIMITED PARTNERSHIP	H3W 1X3	
4950 QM II LIMITED PARTNERSHIP	H4P 1W7	
4950 QM II SEC	H3W 1X3	
4950 QM II SEC	H4P 1W7	
DE ENVIRONNEMENT INC	J5R 0S1	
ENVIRONNEMENT INC	G1P 4S9	
QM GP INC	L5L 5Z7	
QM LP	L5L 5Z7	
REAL BAGEL QM IN	H3X 1X3	
REAL BAGEL QM INC	H3W 1X2	
REAL BAGEL QM INC	H3X 1X3	
SITECH QM LTD	H9S 5T8	

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**

Critère de recherche Nom d'organisme : **QM ENVIRONMENTAL**
Critère de sélection Nom d'organisme :
QM ENVIRONMENTAL
Code Postal :
B3J3N2

Fiche	Inscription	Date h:min
001	DROITS RÉSULTANT D'UN BAIL 19-0606203-0003	2019-06-04 14:57
	MODIFICATION D'UN DROIT PUBLIÉ 19-0834417-0010	2019-07-26 14:58

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**
Critère de recherche Nom d'organisme : QM ENVIRONMENTAL

Critère de sélection Nom d'organisme : QM ENVIRONMENTAL Code Postal : B3J3N2
Fiche 001 - Détail de l'inscription 1 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0606203-0003	2019-06-04 14:57	2029-06-04

DROITS RÉSULTANT D'UN BAIL

PARTIES

Locateur

ELEMENT FLEET MANAGEMENT INC.
4 ROBERT SPECK PARKWAY, SUITE 900, MISSISSAUGA, ON L4Z 1S1

Locataire

QM ENVIRONMENTAL
900-1959 UPPER WATER ST, HALIFAX, NS B3J 3N2

Locataire

QM GP INC.
3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON L5L 5Z7

BIENS

THE UNIVERSALITY OF ALL MOTOR VEHICLES AND OTHER PROPERTY THAT IS LEASED BY THE LESSOR TO THE LESSEE FROM TIME TO TIME PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND INCLUDING, WITHOUT LIMITATION, ALL ATTACHMENTS, EQUIPMENT AND ACCESSORIES FOR THAT VEHICLE OR OTHER PROPERTY, AND ANY INSURANCE PROCEEDS OR PROCEEDS OF ANY SALE OR RENTAL OR OTHER DISPOSITION OF SUCH VEHICLE OR OTHER PROPERTY, AS THE CASE MAY BE.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

REFERENCE: (QM)

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
19-0834417-0010	2019-07-26 14:58

MODIFICATION D'UN DROIT PUBLIÉ

Registre des droits personnels et réels mobiliers
Québec

Date, heure, minute de certification : **2023-05-17 15:00**
Critère de recherche Nom d'organisme : QM ENVIRONMENTAL

Critère de sélection Nom d'organisme : QM ENVIRONMENTAL Code Postal : B3J3N2
Fiche 001 - Détail de l'inscription 2 (de 2)

INSCRIPTION	DATE-HEURE-MINUTE
19-0834417-0010	2019-07-26 14:58

MODIFICATION D'UN DROIT PUBLIÉ

PARTIES

Locateur

ELEMENT FLEET MANAGEMENT INC.
4 ROBERT SPECK PARKWAY, SUITE 900, MISSISSAUGA, ON L4Z 1S1

Locataire

QM LP
3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON L5L 5Z7

Locataire

QM GP INC.
3580 LAIRD ROAD, UNIT 1, MISSISSAUGA, ON L5L 5Z7

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
19-0606203-0003	DROITS RÉSULTANT D'UN BAIL

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Autres mentions :

TO UPDATE DEBTOR 1'S NAME.

Cassels Brock & Blackwell LLP

Cassels

SEARCH SUMMARY WITH RESPECT TO:

QM MATERIALS MANAGEMENT

Summary Requested By:	JESSICA KOTSOPOULOS
Search ID:	25423997
Search Submitted On:	2023-05-18 10:43 AM

DISCLAIMER:

This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. ESC Corporate Services does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

*Document Date Format: *yyyy-mm-dd*

1. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM MATERIALS MANAGEMENT	ONTARIO	BUSINESS DEBTOR	2023-05-18	2023-05-17	1 RECORD(S) FOUND

Reference File Number:	Date of Registration: **09 Sep 2019**	Reg. Period: **10 Year(s)**	Contains: 3 registration(s)
755259624	Registration Expiry: **09 Sep 2029**	Rem.: **6.3 Year(s)**	Family 1 of 1
	(Expiry Date includes subsequent Renewals)		

Registration Number: **20190909 1545 1532 7871**

Type of Registration: PPSA

DEBTOR(S) NAME	**DEBTOR(S) ADDRESS**
TWT LP	3580 LAIRD ROAD UNIT 1, MISSISSAUGA, ON, L5L 5Z7
SECURED PARTY NAME	**SECURED PARTY ADDRESS**
THE BANK OF NOVA SCOTIA	4715 TAHOE BLVD, MISSISSAUGA, ON, L4W 0B4

COLLATERAL CLASSIFICATION

GC	I	E	A	O	MV	Secured Amount: Date of Maturity:
	X	X	X	X	X	

A-AMENDMENT	Registration Number: **20230320 0954 1590 5291** Registration Date: 20 Mar 2023 Base Debtor: TWT LP Reason: TO ADD AN ADDITIONAL DEBTOR NAME.		
	Parties		
	Debtor(s):	TWT LP	
		QM MATERIALS MANAGEMENT	162 CRESCENT ROAD TORONTO ON M4W 1V2
B-RENEWAL	Registration Number: **20230320 1049 1590 5330** Registration Date: 20 Mar 2023 Renewal Term: 5 year(s)		

2. *PERSONAL PROPERTY SECURITY ACT*

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
QM MATERIALS MANAGEMENT	MANITOBA	BUSINESS DEBTOR	2023-05-18	2023-05-18	NO RESULTS FOUND

SCHEDULE 10.1(L)
INTELLECTUAL PROPERTY

BORROWER

Trademark Registrations

Ref. No.	Trademark	App. No. / Reg. No. / Status	Owner
CA-1	MURRAY DEMOLITION	**App** 1831381 **App** 06-APR-2017 Abandoned - section 36 (Abandoned)	QM LP 3580 Laird Road, Unit 1 Mississauga ONTARIO L5L 5Z7

QMF LP

N/A

TWT LP

N/A

QUANTUM HOLDINGS LP

N/A

QM GP INC.

N/A

HIGHPOINT ENVIRONMENTAL SERVICES INC

N/A

SCHEDULE 10.1(R)
OBLIGORS' JURISDICTION ETC.

BORROWER

(i) QM LP;

Jurisdiction of Formation: Manitoba

Extra-provincial Registrations: British Columbia; Alberta; Saskatchewan; Ontario; Quebec; New Brunswick; Nova Scotia; Yukon; Northwest Territories; Nunavut

(ii)

NAME	JURISDICTION OF INCORPORATION/FORMATION	OWNERSHIP	NUMBER OF UNITS	General Partner (Y/N)
QM GP Inc.	Ontario	0.10%	10 Class B Units	Y
Quantum Holdings LP	Manitoba	99.90%	1,000 Class A Units	N

(iii) Ontario;

5035 South Service Road, 2nd Floor Burlington ON L7L6M9

(iv) N/A

(v) 5035 South Service Road, 2nd Floor Burlington ON L7L6M9;

5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1

(vi) 5035 South Service Road, 2nd Floor Burlington ON L7L6M9;

5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1

QMF LP

(i) QMF LP;

Jurisdiction of Formation: Manitoba

Extra-provincial Registrations: British Columbia

(ii)

NAME	JURISDICTION OF INCORPORATION/FORMATION	OWNERSHIP	NUMBER OF UNITS	General Partner (Y/N)
QM GP Inc.	Ontario	0.10%	10 Class B Units	Y
Quantum Holdings LP	Manitoba	99.90%	1,000 Class A Units	N

(iii) Ontario;

5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1

(iv) N/A

(v) 5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1

(vi) N/A

TWT LP

(i) TWT LP;

Jurisdiction of Formation: Manitoba

Extra-provincial Registrations: Ontario

(ii)

NAME	JURISDICTION OF INCORPORATION/ FORMATION	OWNERSHIP	NUMBER OF UNITS	General Partner (Y/N)
QM GP Inc.	Ontario	0.10%	10 Class B Units	Y
Quantum Holdings LP	Manitoba	99.90%	1,000 Class A Units	N

(iii) Ontario;

5035 South Service Road, 2nd Fl, Burlington, ON, L7L 6M9

(iv) N/A

(v) 5035 South Service Road, 2nd Fl, Burlington, ON, L7L 6M9

(vi) 5035 South Service Road, 2nd Fl, Burlington, ON, L7L 6M9

QUANTUM HOLDINGS LP

(i) Quantum Holdings LP;

Jurisdiction of Formation: Manitoba

Extra-provincial Registrations: Ontario

(ii)

NAME	JURISDICTION OF INCORPORATION/ FORMATION	OWNERSHIP	NUMBER OF UNITS	General Partner (Y/N)
QM GP Inc.	Ontario	0.10%	10 Class B Units	Y
2539593 Ontario Inc.	Ontario	10%	1,381 Class A Units	N
WeShall Investments Inc. (formerly known as KSS Holdco Inc.)	Ontario	89.90%	12,419 Class A Units	N

(iii) 5035 South Service Road, 2nd Fl, Burlington, Ontario, Canada, L7L 6M9

(iv) N/A

(v) 5035 South Service Road, 2nd Fl, Burlington, Ontario, Canada, L7L 6M9;

5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1

(vi) 5035 South Service Road, 2nd Fl, Burlington, Ontario, Canada, L7L 6M9

QM GP INC.

(i) QM GP Inc. ;

Jurisdiction of Incorporation: Ontario

Extra-provincial Registrations: Alberta; British Columbia; Manitoba; Newfoundland and Labrador; Nova Scotia; Northwest Territories; Nunavut; Prince Edward Island; Quebec; Saskatchewan; Yukon

(ii)

NAME	JURISDICTION OF INCORPORATION	OWNERSHIP	NUMBER OF SHARES	CERTIFICATED OR NON-CERTIFICATED
2539593 Ontario Inc.	Ontario	10%	5 Common Shares	Certificated
WeShall Investments Inc. (formerly known as KSS Holdco Inc.)	Ontario	90%	46 Common Shares	Certificated

(iii) 5035 South Service Road, 2nd Floor Burlington ON L7L6M9

(iv) N/A

(v)

5035 South Service Road, 2nd Floor Burlington ON L7L6M9;

735 Strathearn Ave., Hamilton (Acres) ON L8H 5L3;

1679 Fosters Way, Annacis Island, Delta, BC V3M 6S7;

#110 - 2940 Jutland Rd, Victoria, BC T6P 0C8;

818 - 48th Street, Saskatoon, SK S7K 3Y4;

8-5155 Spectrum Way, Mississauga, ON L4W 5A1;

Unit 140, 1416 - 90 Ave. NW, Edmonton AB T6P 0C8;

506 - 24 Avenue, Nisku, AB T9E 8G3;

Unit 3 and 4, 10 Kenmore Avenue, Stoney Creek, ON L8E 5N1;

Unit 6 – 1459 Dawson Road, Lorette, MB R5K 0S6;

883 Van Isle Way, Victoria, BC;

725 Carrier Street, Kamloops, BC V2H 1G1;

624 Quin Lane, Victoria, BC;

Rooms B1222.01 and B1224, 3880 Grant McConachie Way, Vancouver, BC;

227 Highway 527, Shuniah, Ontario;

7171 Highway 16 West, Prince George, BC V2N 4Y7

(vi)

5035 South Service Road, 2nd Floor Burlington ON L7L6M9;

735 Strathearn Ave., Hamilton (Acres) ON L8H 5L3;

1679 Fosters Way, Annacis Island, Delta, BC V3M 6S7;

#110 - 2940 Jutland Rd, Victoria, BC T6P 0C8;

818 - 48th Street, Saskatoon, SK S7K 3Y4;

8-5155 Spectrum Way, Mississauga, ON L4W 5A1;

Unit 140, 1416 - 90 Ave. NW, Edmonton AB T6P 0C8;

506 - 24 Avenue, Nisku, AB T9E 8G3;

Unit 3 and 4, 10 Kenmore Avenue, Stoney Creek, ON L8E 5N1;

Unit 6 – 1459 Dawson Road, Lorette, MB R5K 0S6;

883 Van Isle Way, Victoria, BC;

725 Carrier Street, Kamloops, BC V2H 1G1;

624 Quin Lane, Victoria, BC;

Rooms B1222.01 and B1224, 3880 Grant McConachie Way, Vancouver, BC;

227 Highway 527, Shuniah, Ontario;

7171 Highway 16 West, Prince George, BC V2N 4Y7

HIGHPOINT ENVIRONMENTAL SERVICES INC

(i) Highpoint Environmental Services Inc. ;

Jurisdiction of Incorporation: Ontario

(ii)

NAME	JURISDICTION OF FORMATION	OWNERSHIP	NUMBER OF SHARES	CERTIFICATED OR NON-CERTIFICATED
QM LP	Manitoba	100%	100 common shares 20 Class B preference shares	Certificated

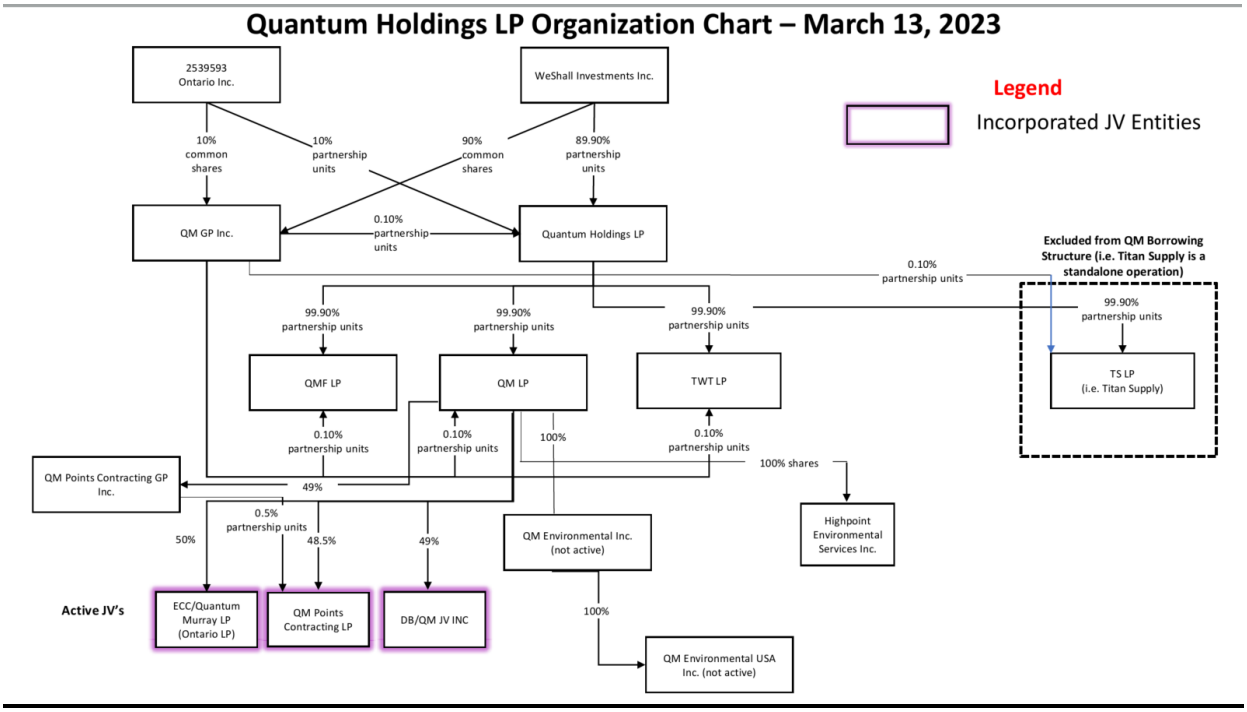
(iii) Ontario

(iv) N/A

(v) N/A

(vi) N/A

SCHEDULE 10.1(U)
CORPORATE CHART



SCHEDULE 10.1(V)
BANK ACCOUNTS

BORROWER

N/A

QMF LP

N/A

TWT LP

N/A

QUANTUM HOLDINGS LP

N/A

QM GP INC.

N/A

HIGHPOINT ENVIRONMENTAL SERVICES INC.

N/A

SCHEDULE 10.1(w)
LEASED REAL PROPERTY

BORROWER

LOCATION	NAME AND ADDRESS OF LANDLORD
5035 South Service Road, 2nd Floor Burlington ON L7L6M9	Laurentian Bank of Canada (Corporate Headquarters - Burlington, ON) Head office at 1360, René-Lévesque Blvd. West, Suite 600, Montreal (Quebec)
5155 Spectrum Way, Unit 8. Mississauga, ON L4W 5A1	1894931 Ontario Inc. (ON Operations Centre + Warehouse - Mississauga, ON) Vanguard Realty Brokerage Corp., Brokerage 501 Rowntree Dairy Rd. #2, Vaughan, ON L4L 8H1

QMF LP

N/A

TWT LP

N/A

QUANTUM HOLDINGS LP

N/A

QM GP INC.

LOCATION	NAME AND ADDRESS OF LANDLORD
735 Strathearn Ave., Hamilton (Acres) ON L8H 5L3	JAM Properties Inc (Waste Facility & ER East Operations Centre - Hamilton ON) Midland Holding & Leasing Limited, 180 Cheapside St. London, ON N6A 1Z8
1679 Fosters Way, Annacis Island, Delta, BC V3M 6S7	Longo Development Corp Ltd (West Operations Centre - Delta, BC) Longo Development Corp., 660 Caldew St., Delta, BC V3M 5S2

#110 - 2940 Jutland Rd, Victoria, BC T6P 0C8	Jawl Properties (Selkirk Waterfront Properties Ltd / ER Operations Centre + Warehouse - Victoria BC) 100 - 3350 Douglas St., Victoria, BC V8Z 3L1
818 - 48th Street, Saskatoon, SK S7K 3Y4	Nanjamar Investments Ltd. (ER Operations Centre + Warehouse - Saskatoon SK) 511C - 51st Street East, Saskatoon, SK S7K 6V4
Unit 140, 1416 - 90 Ave. NW, Edmonton AB T6P 0C8	1487123 Alberta Ltd. (Edmonton AB) Goldbar Contractors, 100, 1415-90 Ave. Edmonton, AB T6P 0C8
506 - 24 Avenue, Nisku, AB T9E 8G3	York Realty Inc (Central Operations Centre + Warehouse) 10303 Jasper Ave #1600, Edmonton, AB T5J 3N6
Unit 3 and 4, 10 Kenmore Avenue, Stoney Creek, ON L8E 5N1	F & M Holdings (Stoney Creek office) 10 Kenmore Avenue, Unit #1 Stoney Creek, ON L8E 5N1
Unit 6 – 1459 Dawson Road, Lorette, MB R5K 0S6	Seine River Properties (MB ER Response Centre) Unit 3-20 Brandt Street, Suite 402, Steinbach MB R5G 1Y2
883 Van Isle Way, Victoria, BC	Adams Langford Mini Storage (HazMat Storage) 883 Van Isle Way, Victoria, BC
725 Carrier Street, Kamloops, BC V2H 1G1	LOTS VENTURES CANADA INC. (ER Kamloops BC Storage) 725 Carrier Street, Kamloops, BC V2H 1G1
624 Quin Lane, Victoria, BC	Millstream Industrial Park (Victoria BC Storage Facility) 900 Industrial Way, Victoria, BC V9B 6E2

Rooms B1222.01 and B1224, 3880 Grant McConachie Way, Vancouver, BC	Vancouver International Airport (HazMat Vancouver BC Storage Locker) Vancouver Airport Authority P.O. Box 23750, Airport Postal Outlet, Richmond, B.C., V7B 1Y7
227 Highway 527, Shuniah, Ontario	Wenco Properties Ltd. 227 Hwy 527 Shuniah, ON P7A 0N4
7171 Highway 16 West, Prince George, BC V2N 4Y7	William Crossan (ER Prince George BC Storage) William & Evelyn Crossan 7171 Hwy 16 W, Prince George BC, V2N4Y7

HIGHPOINT ENVIRONMENTAL SERVICES INC

N/A

SCHEDULE 10.1(Z)
INVESTMENT PROPERTY

BORROWER

The Borrower has an equity interest in the following corporations, partnerships, joint ventures or other entities:

NAME	JURISDICTION OF INCORPORATION/ FORMATION	OWNERSHIP	NUMBER OF SHARES / PARTNERSHIP INTERESTS	CERTIFICATED OR NON-CERTIFICATED
Highpoint Environmental Services Inc.	Ontario	100%	100 Common shares; 20 Class B Preference shares	Certificated
QM Points Contracting GP Inc.	Saskatchewan	49%	49 Class A shares	Certificated
ECC/Quantum Murray LP	Ontario	50%	5000 Class B shares	Non-Certificated
QM Points Contracting LP	Saskatchewan	48.5%	48.9 Units	Certificated
QM Environmental Inc.	Ontario	100%		Non-Certificated

QMF LP

N/A

TWT LP

N/A

QUANTUM HOLDINGS LP

NAME	JURISDICTION OF INCORPORATION/ FORMATION	OWNERSHIP	NUMBER OF SHARES / PARTNERSHIP INTERESTS	CERTIFICATED OR NON-CERTIFICATED
QM LP	Manitoba	99.90%	1,000 Class A Units	Certificated

QMF LP	Manitoba	99.90%	1,000 Class A Units	Certificated
TWT LP	Manitoba	99.90%	1,000 Class A Units	Certificated
TS LP	Manitoba	99.90%	1,000 Class A Units	Certificated

QM GP INC.

QM GP Inc. has an equity interest in the following corporations, partnerships, joint ventures or other entities:

NAME	JURISDICTION OF INCORPORATION / FORMATION	OWNERSHIP	NUMBER OF SHARES / PARTNERSHIP INTERESTS	CERTIFICATED OR NON-CERTIFICATED
QM LP	Manitoba	0.10%	10 Class B Units	Certificated
QMF LP	Manitoba	0.10%	10 Class B Units	Certificated
Quantum Holdings LP	Manitoba	0.10%	10 Class B Units	Certificated
TWT LP	Manitoba	0.10%	10 Class B Units	Certificated
TS LP	Manitoba	0.10%	10 Class B Units	Certificated

HIGHPOINT ENVIRONMENTAL SERVICES INC

N/A

THIS IS **EXHIBIT "J"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

The Bank of Nova Scotia
40 King St. West
13th Floor
Toronto, Ontario
Canada M5H 1H1

Scotiabank

November 4, 2022

QM LP o/a QM Environmental
3580 Laird Road, Unit 1
Mississauga, ON L5L 5Z7

Attention: Mr. Wesley Hall, President

Dear Sir:

We confirm that, subject to acceptance by you, The Bank of Nova Scotia (the "Bank") will make available to QM LP o/a QM Environmental (the "Borrower"), credit facilities on the terms and conditions set out in the attached Terms and Conditions Sheet and in Schedule "A".

If the arrangements set out in this letter, and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are acceptable to you, please sign the enclosed copy of this letter in the space indicated below and return the letter to us by the close of business on **November 10th, 2022** after which date this offer will lapse.

This Commitment Letter amends and restates all previous commitments issued by the Bank to the Borrower.

Yours truly,

Nathalie Hull
Director National Accounts

Dan Cameron
Director National Accounts

By signing this Commitment Letter, you confirm that the product(s) and/or service(s) offered to you herein will not be used for, or on behalf of, any individual or entity other than you and the other parties named in the Commitment Letter for whose benefit such products and services are intended.

The arrangements set out above and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are hereby acknowledged and accepted by:

BORROWER
QM LP o/a QM Environmental

By: _____
Title: VP of Strategic Ops Special Advisor to Chairman

Date: Nov 18 2022

GUARANTORS:

Highpoint Environmental Services Inc.

By: _____
Title: VP of Strategy & Ops Special Advisor to Chairman

Date: Nov 18 2022

Quantum Holdings LP

By: _____
Title: VP of Strategy & Ops Special Advisor to Chairman

Date: Nov 18 2022

QM GP Inc.

By: _____
Title: VP of Strategy & Ops Special Advisor to Chairman

Date: Nov 18 2022

QMF LP

By: _____
Title: VP of Strategy & Ops Special Advisor to Chairman

Date: Nov 18 2022

TWT LP

By: _____
Title: VP of Strategy & Ops Special Advisor to Chairman

Date: Nov 18 2022

TERMS AND CONDITIONS

CREDIT NUMBER: 01 AUTHORIZED AMOUNT: $15,000,000

TYPE

Operating

PURPOSE

General operating requirements

CURRENCY

Canadian dollar

AVAILMENT

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line and/or Bankers' Acceptances in Canadian dollars (in multiples of $500,000 for Bankers' Acceptances) and having terms of maturity of 30 to 90 days without grace and/or Commercial Letters of Credit drafts payable at sight and/or up to 180 days sight, and/or Standby Letters of Credit/Letters of Guarantee not exceeding one year (with each availment subject to completion of an Application and Agreement for Irrevocable Standby Letter of Credit/Letter of Guarantee in a form satisfactory to the Bank). Standby Letters of Credit/Letters of Guarantee will have auto-renewal clause.

Standby Letters of Credit/Letters of Guarantee are limited to a combined maximum of $3,000,000.

The Borrower must give the Bank at least two business days- notice for any borrowing by way of Bankers' Acceptances.

The Borrower must give the Bank at least three business days- notice prior to the issuance of any Commercial Letters of Credit, Standby Letter of Credit /Letter of Guarantee.

INTEREST RATE

Leverage based pricing grid per below, applicable for both the Operator (Facility 01) and Non-Revolving Term Loan (Facility 02)

Level	Total Debt: EBITDA Ratio	Prime	BA
I	< 2.0x	25 bps	150bps
II	≥2.0x	75 bps	200 bps
III	≥3.0x	125 bps	250 bps

Standby Letters of Credit/Letters of Guarantee 1.00% per annum, calculated on the issue amount, based on increments of 30 days or multiples thereof, from date of issuance to expiry date. Periods of less than 30 days will be counted as a 30 day increment. The amount is subject to the Bank's minimum fee as well as revision at any time and is payable upon issuance

Commercial Letters of Credit: The applicable fee or fees charged by the Bank for Letters of Credit as agreed between the Borrower and the Bank from time to time.

Total Debt: is defined as all Senior Debt plus any subordinated obligations and liabilities.

Total Debt:EBITDA Ratio: means, at any time, the ratio of (a) Total Debt at such time to (b) EBITDA for the most recently completed four quarter peeriod.

REPAYMENT

Advances are repayable on demand.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re: Operating Credit Line

Agreement for Commercial Letter of Credit and Agreement re Standby Letter of Credit/Letter of Guarantee

CREDIT NUMBER: 02 AUTHORIZED AMOUNT: $2,250,011

TYPE

Non-revolving

PURPOSE

Refinance existing non-revolving term loan

CURRENCY

Canadian dollar

AVAILMENT

The Borrower may avail the credit by way of a direct advances and/or Bankers' Acceptances in Canadian dollars and having terms of maturity of 90 days without grace.

DRAWDOWN

The loan was drawn in full in an amount of $5,000,000 on September 4, 2019.

INTEREST RATE /FEES/COMMISSION

Leverage based pricing grid per below, applicable for both the Operator (Facility 01) and Non-Revolving Term Loan (Facility 02)

Level	Total Debt: EBITDA Ratio	Prime	BA
I	< 2.0x	25 bps	150bps
II	≥2.0x	75 bps	200 bps
III	≥3.0x	125 bps	250 bps

REPAYMENT

The advance is repayable in equal quarterly instalments of principal ($83,333 plus interest, with a final payment of the balance of principal and interest then outstanding due in the 30th month. The term of the loan is 2.5 years and the amortization is 5 years from the original draw down date.

PREPAYMENT

Refer to Schedule A

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Should there be any collection of net proceeds from the Ruttan claim, it must be applied in reducing the loan.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re. Bankers' Acceptance Agreement

Power of Attorney

CREDIT NUMBER: 03 AUTHORIZED AMOUNT: $350,000

TYPE

Scotiabank Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

CURRENCY

Canadian dollars

GENERAL SECURITY, TERMS, AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits. For greater certainty, the following security shall secure all of the Borrower(s) and/or Guarantor(s) (any one a "Pledger", as applicable) present and future debts and other obligations to the Bank of any kind whatsoever, whether described in this commitment letter or any other agreement between the Borrower and the Bank:

1st charge General Security Agreements over all present and future personal property with appropriate insurance coverage of the Borrowers and Guarantors, loss if any, payable to the Bank. GSA registrations are to take place in applicable Canadian Provinces as required by the Bank's legal counsel.

Pledge of 100% of the shares and units of QM GP Inc. (with corporate seals and resolutions as applicable)

Pledge of 100% of the shares and units of Highpoint Environmental Services Inc. (with corporate seals and resolutions as applicable)

Guarantee(s) given by the following (with corporate seal(s) and resolution(s) as applicable) in the amount(s) shown:

NAME	AMOUNT: $20,000,000
.,	
Highpoint Environmental Services Inc.	
Quantum Holdings LP, QM GP Inc., TWT LP and, QMF LP (Joint & Several Guarantees)*	

* To be secured by 1st charge General Security Agreement over all present and future personal property with appropriate insurance coverage, loss if any, payable to the Bank.

Such priority or subordination agreements with other secured creditors, including Aviva Insurance Canada re: Bonding facility of the Borrower/Guarantor as may be required to give the Bank's security priority over the secured assets.

GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

Combined Operating Loans and Visa Business Card Loans are not to exceed at any time the lesser of the respective limits or, collectively, the "Borrowing Base" which is defined as the aggregate of 85% of good quality Canadian accounts receivable under 90 days (excluding accounts due by employees, offsets, inter-company accounts, lienable i.e. contractor/sub-contractor payables, holdbacks, deemed trusts or accounts due under the Construction Liens Act), and 40% of net inventory*, less security interests or charges held by other parties and specific payables which have or may have priority over the Bank's security.

Advances against inventory are limited to $4,000,000.

*Net Inventory is defined as the sum of finished goods and raw materials, less unpaid inventory received from suppliers during the past 30 days. No Working-in-Progress is to be included.

The following ratios are calculated based on consolidated financial statements of QM Environmental Group of Companies:

The ratio of Senior Debt to EBITDA, calculated on a rolling four quarter basis, is not to exceed 3.50:1.0x at all times.

"Fixed Charge Coverage ratio" defined as the ratio of EBITDA (less cash taxes, less unfunded capital Expenditures and less cash Distributions) to Fixed Charges, calculated on a rolling four quarter basis, is to be maintained at all times at greater than or equal to 1.10:1.

"Fixed Charges" includes, for any fiscal period, the total of interest expense, scheduled principal payments in respect of all Senior Debt including shareholder advances and subordinated debt (if any).

Senior Debt is defined as all short term and long term interest bearing debt, capital leases and other obligations and guarantees as defined by the Bank.

EBITDA is defined as net income before extraordinary and other non-recurring items (including initial transaction costs) plus interest, income tax, depreciation and amortization expenses during the period.

Net Senior Debt is to be less than $10,000,000, at all times. when any subordinate guarantees or subordinated contingent liabilities are in place.

Net Senior Debt is defined as Senior Debt minus cash at hand.

Without the Bank's prior written consent:

No change in ownership is permitted.

Guarantees or other contingent liabilities are not to be entered into except that guarantees or other contingent liabilities on a subordinated basis are permitted subject to a maximum $50,000,000 in aggregate and subject to the following conditions prior to execution of any subordinated guarantee or subordinated contingent liability:

(i) signing of a subordination agreement drafted by external counsel and satisfactory to the Bank, in its sole discretion, to include but not limited to (a) standstill provisions for no less than 180 days; (b) subordinated holder(s) shall not have any terms or security that are deemed to be preferential to the Bank;
(ii) Review by external counsel of security/guarantees in place.
(iii) Net Senior Debt to be less than $10,000,000.

Dividends, withdrawals, bonuses, advances to shareholders, management or affiliates (collectively Distributions) are permitted provided (i) the Fixed Charge Coverage ratio set out above is met both before and, on a pro forma basis, immediately after the completion of such Distribution; (ii) the Senior Debt to EBITDA ratio defined above does not exceed 3.0:1 on a pro forma basis, immediately after the completion of such

Distribution; and (iii) there are no events of default both before and after the aforementioned payments.

No mergers, acquisitions, investments or change in the Borrower's line of business are permitted

As per the Acceleration clause in Schedule "A" hereto, a default under any other credit loan or security agreement to which the Borrower and/or any Guarantor is a party, will give the Bank the same rights and remedies as a default by the Borrower under this Commitment Letter.

For ongoing credit risk management purposes, all operating accounts for the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

The Borrower shall permit the Bank, or its agents, access, at all reasonable times, to all premises where the collateral covered by the Bank's security may be located and the Bank or its agents may inspect such collateral and all related documents and records.

GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited consolidated Financial Statements of QM Environmental Group of Companies prepared in accordance with the elected Generally Accepted Accounting Principle ("GAAP") applicable at the date of the financial statements, within 150 days of fiscal year end.

Annual Notice to Reader unconsolidated Financial Statements of the Borrower and Quantum Holdings LP, TWT LP, QMF LP , and Highpoint Environmental Services Inc. within 150 days of fiscal year end.

Quarterly Company Prepared Interim Financial Statements of QM Environmental Group of Companies, within 45 days of period end.

A Quarterly Compliance Certificate signed by the Borrower, certifying that the Borrower is in compliance with all conditions of the credit facility and that there has been no breach of conditions of credit during the quarter, other than as outlined in the Compliance Certificate, within 45 days of the end of each fiscal quarter of the Borrower. Such certificate to include full detailed calculations of the covenants.

Annual Consolidated Operating and Capital Expenditure Budget (including annual forecasted balance sheet and income and cash flow statements) within 60 days of the Borrower's fiscal year end.

Monthly Borrowing Base Calculation, including aged information on accounts receivable and accounts payable, holdbacks, details of liens filed by project, and the total of all deemed trust claims outstanding exclusive of liens filed, within 45 days of period end, duly signed.

Monthly Aged Listing of Receivables within 45 days of period end.

Monthly Aged Listing of Trade Accounts Payable within 45 days of period end.

Monthly Inventory Listing within 45 days of period end.

Annual Pipeline/ Contracts in Progress Report within 45 days of period end.

Annual update on the Ruttan claim within 45 days of period end.

CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank prior to any advances or availments being made under the Credits:

All documentation identified under the heading “General Security” and “Specific Security” to be duly executed in a form and substance acceptable to the Bank

Receipt and satisfaction with Q2 June 30, 2022 Financial Reporting package

OTHER FEES

A Renewal Fee of $15,000 is payable by the Borrower annually.

An Administration Fee of $300 is payable quarterly.

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an event of default herein, the Borrower shall pay to the Bank a fee of:

(a) $300 per occurrence (or such higher reasonable amount as may be determined by the Bank from time to time) for which the Borrower is late in providing the Bank with financial or other information required herein;

(b) Such amount as may be determined by the Bank from time to time during which the Borrower is in default of any other term or condition contained in the Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

Calculation and Payment of Interest

1. Interest on loans/advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

Interest on Overdue Interest

2. Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

Indemnity Provision

3. If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request issued by any central bank or other governmental authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of (i) increasing the cost to the Bank of performing its obligations hereunder or under any availment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any availment hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any availment hereunder determined by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

   In the event of the Borrower becoming liable for such Increased Costs, the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a Bankers' Acceptance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

Environment

4. The Borrower agrees:

   (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business activities of the Borrower;

   (b) to allow the Bank reasonable access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;

(c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes, other than in compliance with environment laws, or which increases the environmental liability of the Borrower in any material manner;

(d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;

(e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower, other than in compliance with environmental laws, and with any other environmental information requested by the Bank from time to time.

(f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and

(g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time upon reasonable request.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental condition of the Borrower or any of the property, equipment, or business activities of the Borrower has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank's decision concerning the adverse change.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

Initial Drawdown

5. The right of the Borrower to obtain the initial drawdown under the Credit(s) is subject to the condition precedent that there shall not have been any material adverse changes in the financial condition or the environmental condition of the Borrower or any guarantor of the Borrower.

Periodic Review

6. The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

Evidence of Indebtedness

7. The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under all Credit facilities, repayments on account thereof and the indebtedness of the Borrower to the Bank.

Acceleration

8. (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;

(b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs and is not cured within fifteen (15) days of written notice from the Bank:

(i) the Borrower or any guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Bank;

(ii) there is a breach by the Borrower or any guarantor of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and/or any guarantor and the Bank are parties;

(iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower and/or any guarantor is a party, or any representation or warranty of the Borrower or (if applicable) any Guarantor ceases to be true;

(iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower or any guarantor and, if instituted against the Borrower or any guarantor, are allowed against or consented to by the Borrower or any guarantor or are not dismissed or stayed within 60 days after such institution;

(v) a receiver is appointed over any property of the Borrower or any guarantor or any judgement or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;

(vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;

(vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;

(viii) any material adverse change occurs in the financial condition of the Borrower or any guarantor.

(ix) any material adverse change occurs in the environmental condition of:

(A) the Borrower or any guarantor of the Borrower; or

(B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

Costs

9. All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

Financing Statement

10. On acceptance of this credit offer the Bank is hereby authorized to register a financing statement(s) in connection with the security detailed in the aforementioned Terms and Conditions sheet(s).

Counterparts and execution of documents

11. This Commitment Letter and any security and other documents relating to the credits established in it may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Subject to applicable conditions precedent, a document will become effective when it has been executed by the Bank (if execution by the Bank is contemplated by the document) and the Bank has received counterparts of the document that, when taken together, bear the signatures of each of the other relevant parties. Delivery of an executed counterpart of a document or a signature page to the document by telecopy or by sending a scanned or other copy by electronic mail or similar means shall be as effective as delivery of an originally executed counterpart, but the Bank may from time to time require delivery of originally executed documents. The Bank may create and store copies of documents in any form as part of its business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the credits established in the Commitment Letter and in otherwise dealing with the Borrower and any guarantor, the Bank may rely and act on e-mail, telecopier and other electronic communications that it reasonably believes have been sent by or on behalf of the Borrower or any guarantor, but the Bank may from time to time require that communications from the Borrower or any guarantor be in a non-electronic form specified by the Bank.

Representation or Warranty

12. The Borrower and (if applicable) the Guarantor represents and warrants to the Bank that all financial and other information (including, without limitation, any financial forecasts) provided to the Bank in connection with the credit(s) provided pursuant to this Commitment Letter is true and accurate in all material respects and has been prepared in accordance with Canadian Generally Accepted Accounting Principles consistently applied, and acknowledges that the offer of credit contained in this Commitment Letter is made in reliance on the truth and accuracy of this information and the representation and warranties above.

The Borrower represents and warrants to the Bank that the properties owned (in part or in whole) and/or operated by the Borrower will at all times be used for lawful purposes and in compliance with applicable law, including but not limited to, *the Cannabis Act, the Controlled Drugs and Substances Act, the Criminal Code of Canada, the Food and Drugs Act*, and all relevant regulations promulgated thereunder, and any other applicable federal or provincial laws, regulations, rules or guidelines applicable to the production, distribution, transportation, sale or promotion or research in respect of cannabis in effect from time to time). If the foregoing fails to be true at any time the Borrower shall be in default of Borrower’s obligations hereunder and the Bank shall have the right, but not the obligation, to demand repayment of all obligations, liabilities and indebtedness hereunder.

PREPAYMENT

Prepayment - Floating Rate Option

Prepayment is permitted without penalty at any time in whole or in part.

Prepayments are to be applied against instalments of principal in the inverse order of their maturities.

Prepayment - Fixed Rate Option

Advances Fixed using Scotiabank Base for Fixed Rates:

Prepayment of any advance made by the Bank pursuant to this Commitment Letter (each an "Advance"), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued interest) in respect of the amount being prepaid (the "Prepayment Amount"), the Borrower shall pay to the Bank an amount equal to the greater of:

i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and

ii) The Bank's Funding Loss. For the purposes hereof, "Funding Loss" means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. "Prepayment Period" means the period commencing on, and including, the date on which the Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Advances Fixed through Scotiabank Global Banking & Markets

If prepayment is made, for any reason, of all or part of an advance (the advance being prepaid in whole or in part being the "Advance" and the principal amount thereof being prepaid being the "Prepayment Amount"), the Borrower shall, in addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued interest) in respect of the Prepayment Amount, pay to the Bank an amount, in Canadian Dollars, equal to the mark-to-market value to the Bank, if positive, of a notional fixed-to-floating interest rate swap having the terms set out below. Such value shall be determined by the Bank as of the date on which the Advance is fully or partially prepaid (the "Prepayment Date") and as if the Bank were the floating rate payer under such notional swap:

(i) both the fixed and floating rate payer payment dates shall be the same as the scheduled interest and principal payment dates of the Advance (the number of days commencing, and including, on one such payment date to, but excluding, the next payment date being the "Interest Period");

(ii) the fixed rate is the fixed rate of interest at which the Bank funded or hedged the Advance at the time the Advance was made;

(iii) the notional amount of the notional swap is denominated in Canadian Dollars and is equal to the principal amount of the Prepayment Amount;

(iv) the day count fraction is the actual number of days in the Interest Period divided by 365 unless otherwise specified herein or in the written notice issued by the Bank to the Borrower at the time the Advance was drawn down by which the Bank specified the fixed rate payable by the Borrower in respect of the Advance;

(v) the term of the notional swap is equal to the period commencing on, and including, the Prepayment Date to, but excluding, the scheduled repayment date of the Advance; and

(vi) the floating rate is the floating rate of interest determined by the Bank as of the Prepayment Date that would be paid by the floating rate payer in respect of a swap having the terms and conditions set out above based on the rate for a period of time equal to the Interest Period which appears on Reuters Money 3000 Service display page "CDOR" as of 10:00 a.m. (Toronto time) on the Prepayment Date (interpolated, for valuation purposes, in respect of the first calculation period of the notional swap, to reflect the number of remaining days in the current Interest Period).

Discontinuance of Benchmark Rate

13. Notwithstanding anything to the contrary in this Commitment Letter or any other loan or security document between the Bank and the Borrower, following a Discontinuation Event the Bank may amend the relevant documentation to replace the Benchmark Rate with a Replacement Rate for the next following Interest Period by providing the Borrower with notice thereof, following which the Borrower shall (a) if the relevant credit is an operating facility, have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit plus any accrued interest on the amount prepaid at the end of the then current Interest Period, or (b) if the relevant credit is a term facility or revolving term facility, have the right to prepay the credit in full at the end of the then current Interest Period in accordance with the terms of prepayment set out in the Commitment Letter, including any prepayment fees or penalties.

Definitions Related to Discontinuance of Benchmark Rate

Authority" shall mean an administrative body that regulates and/or publishes the relevant Benchmark Rate, including any applicable governmental or regulatory body that has the direct or indirect ability to determine whether or not a Benchmark Rate shall be generally used in the market and/or published.

"Benchmark Rate" shall mean any interest rate, fee or charge in a Loan Document that is based on or equivalent to a standard regularly published rate and includes, for greater certainty, Term SOFR.

"Discontinuation Event" means (i) an announcement by or on behalf of an Authority that the relevant Benchmark Rate will no longer be used or published or is no longer (or as of a specified date, will no longer be) representative or has ceased publication, or (ii) the relevant Benchmark Rate is not published for five consecutive Business Days and such failure is not reasonably believed to be temporary in nature.

"Interest Period" means, for any credit referencing a Benchmark Rate, the period commencing on the applicable date of drawdown or rollover of such credit and ending on the maturity date of such credit.

"Replacement Rate" means an alternate interest rate, fee, or charge, including any positive or negative spread adjustment or method for 10-14-22 Modified October 2022 Page 64 of 64 determining such spread adjustment selected by the Bank, acting reasonably, in each case giving due to consideration to any market convention for similar credit facilities; provided that the Replacement Rate (together with any applicable spread) shall not be less than zero for the purposes of any Loan Documents.

THIS IS **EXHIBIT "K"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

INTERCREDITOR AGREEMENT

This Agreement is made as of June 6, 2023 by and among The Bank of Nova Scotia, as senior lender (including its successors and assigns, the "**Senior Lender**"), and Aviva Insurance Company of Canada, as subordinated lender (including its successors and assigns, the "**Subordinated Lender**").

WHEREAS, reference is made to the credit agreement dated as of June 6, 2023 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Senior Credit Agreement**") by and between the Senior Lender, QM LP (the "**Borrower**"), and Quantum Holdings LP, QM GP Inc., TWT LP, QMF LP and Highpoint Environmental Services Inc. (collectively, the "**Guarantors**"), under which the Senior Lender has agreed to loan money to the Borrower on the terms and subject to the conditions set out in the Senior Credit Agreement.

WHEREAS, the Borrower has procured the execution and delivery by the Subordinated Lender of certain contracts of suretyship, guarantees, indemnities or bonds from time to time (as each may be amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, together with any indemnities and security given in connection therewith, collectively, the "**Bonds**");

WHEREAS, all of the obligations of the Borrower and the Guarantors to the Senior Lender and the Subordinated Lender are secured by security interests in all of the now-existing and hereafter-acquired assets, property and undertaking of the Borrower and the Guarantors (collectively, the "**Collateral**") granted to the Senior Lender and the Subordinated Lender; and

WHEREAS, under the terms of the Senior Credit Agreement, the parties are required to enter into this Agreement as a condition precedent to the advance of funds from the Senior Lender to the Borrower.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
Postponement and Subordination

Section 1.01 Payment Subordination. All present and future indebtedness and liability of the Borrower and the Guarantors to the Subordinated Lender (collectively, the "**Subordinated Indebtedness**") is hereby postponed and subordinated to all present and future indebtedness and liability of the Borrower and the Guarantors to the Senior Lender (collectively, the "**Senior Indebtedness**") until the Senior Indebtedness is repaid in full. The Senior Lender shall promptly advise the Subordinated Lender, in writing, when the Senior Indebtedness has been paid in full.

Section 1.02 Permitted Payments. So long as no Default Notice (defined below) is issued and outstanding pursuant to Section 1.03, and *provided that* the Borrower has paid all amounts owing to the Senior Lender as required under the Senior Credit Agreement, the Borrower may pay and Subordinated Lender may receive payments in accordance with the Bonds.

Section 1.03 Event of Default and Default Notice. Upon the occurrence of an event that constitutes, or with notice or lapse of time or both would constitute, an event of default under the Senior Credit Agreement, or if the Senior Lender determines that any payment permitted by Section 1.02 would result in, or with notice or lapse of time or both would result in, an event of default under the Senior Credit Agreement (in either case, an "**Event of Default**"), the Senior Lender shall promptly send the Borrower and the Subordinated Lender a written notice thereof with full particulars of the event constituting the

Event of Default (the "**Default Notice**"). Immediately, upon receipt by the Subordinated Lender of the Default Notice, the payments permitted in Section 1.02 shall cease.

Section 1.04 Security Subordination. All present and future security now or hereafter held, in whole or in part, by the Subordinated Lender for the Subordinated Indebtedness (collectively, the "**Subordinated Lender Security**") is hereby postponed and subordinated to all present and future security now or hereafter held, in whole or in part, by the Senior Lender to secure the Senior Indebtedness (collectively, the "**Senior Lender Security**"), until the Senior Indebtedness is repaid in full, as confirmed in writing by the Senior Lender.

Section 1.05 Unconditional Obligations. The subordinations and postponements contained herein shall apply in all events and circumstances irrespective of any matter or thing, including:

(a) The validity, lack of validity, perfection, lack of perfection, enforceability or unenforceability of any loan or security document.

(b) The time of creation, granting, execution, delivery, attachment, registration, filing, perfection, default, demand, acceleration or other enforcement of any of the Senior Indebtedness or Subordinated Indebtedness, or the Senior Lender Security or the Subordinated Lender Security, or any part thereof.

(c) The date of any loan or advance made to the Borrower by the Senior Lender or the Subordinated Lender.

(d) Any priority otherwise granted to the Senior Lender Security or the Subordinated Lender Security, under applicable law, including purchase-money security interests.

Section 1.06 Fraudulent Preferences and Conveyances. If the Senior Lender receives any payment or other distribution on account of the Senior Indebtedness and such payment or other distribution is subsequently invalidated, declared to be fraudulent or preferential, or required to be repaid to the Borrower, an interim receiver, receiver, receiver manager, trustee or other person then, to the extent of such payment required to be repaid, the Senior Indebtedness shall be revived as if such payment had not been received by the Senior Lender.

ARTICLE II
Enforcement and Remedies

Section 2.01 Standstill. The Subordinated Lender acknowledges and agrees that until all of the Senior Indebtedness has been paid in full, as confirmed in writing by the Senior Lender, the Senior Lender shall have the exclusive right to take and continue (or refrain from taking and continuing) any enforcement action in respect of its Collateral as it may determine necessary in its sole discretion, including, without limitation, the exclusive right to appoint a receiver, interim-receiver, receiver-manager, trustee or other person, take or retake control or possession of any Collateral, hold, prepare for sale, process, sell, lease, dispose of or liquidate any Collateral. In that regard, for certainty, the Subordinated Lender shall not, without the prior written consent of the Senior Lender, exercise any right or remedy with respect to the Subordinated Indebtedness or the Subordinated Lender Security, including appoint a receiver, interim-receiver, receiver-manager, trustee or any other person in respect of the Borrower, or the Guarantors or apply for a bankruptcy order against the Borrower or the Guarantors.

Section 2.02 **Exception.** Notwithstanding Section 2.01, the Subordinated Lender may take any action with respect to its Subordinated Lender Security and to exercise and enforce all its rights and remedies thereunder, with respect to the Subordinated Indebtedness or the Subordinated Lender Security after the expiry of 180 days (the "**Standstill Period**") from the date of receipt by the Senior Lender of written notice from the Subordinated Lender of an event of default under the Subordinate Loan Agreement that has resulted in the acceleration of the Subordinated Indebtedness, unless the Senior Lender has commenced and is diligently pursuing the exercise of any enforcement action with respect to any of the Senior Lender Security or any proceeding in respect of bankruptcy, insolvency, winding-up, receivership, arrangement, restructuring, reorganization, liquidation, dissolution or similar proceeding under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, the *Canada Business Corporations Act*, the Ontario *Business Corporations Act* or any other similar laws of any jurisdiction (one or more an "**Insolvency Proceedings**") has been commenced in respect of the Borrower or any Guarantor or the Collateral.

Section 2.03 **Bankruptcy.** The Subordinated Lender agrees:

(a) to file any proofs of claim in respect of the Subordinated Indebtedness reasonably requested by the Senior Lender in connection with any Insolvency Proceedings in accordance with this Agreement and directing that dividends be payable to the Senior Lender in accordance with the provisions hereof,

(b) not to vote for any plan of arrangement, reorganization or proposal, that does not provide for the prior repayment in full of the Senior Indebtedness or is otherwise inconsistent with the terms of this Agreement.

(c) to consent or not oppose any sale of the Collateral if the Senior Lender consents to such sale.

(d) to any debtor-in-possession financing provided or approved by the Senior Lender.

(e) that it will not (i) seek, or support another person seeking, relief from any stay in any Insolvency proceedings, or (ii) object to, or support any other person objecting to, the Senior Lender's request for relief from any stay in any Insolvency proceedings.

Section 2.04 **Trust.** The Subordinated Lender acknowledges and agrees that, until all of the Senior Indebtedness has been paid in full, as confirmed in writing by the Senior Lender, any payment or distribution of any kind or character from the Borrower, or any other person, in respect of the Subordinated Indebtedness in violation of this Agreement, shall be held in trust by the Subordinated Lender for the benefit of the Senior Lender and forthwith paid to the Senior Lender.

ARTICLE III
Miscellaneous

Section 3.01 **Amendments.** This Agreement may only be amended or amended and restated by an agreement in writing, signed by the Senior Lender and the Subordinated Lender and acknowledged by the Borrower and the Guarantors.

Section 3.02 **Waiver.** Any waiver by a party of any of the provisions of this Agreement is only effective if set forth in writing and signed by the party so waiving. Any such waiver is limited to its express written terms.

Section 3.03 Assignment. This Agreement is binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns. The Senior Lender may, upon prior written notice to the Subordinated Lender, assign, encumber or transfer all of the Senior Indebtedness, the Senior Lender Security, and its rights under this Agreement to any person and, notwithstanding any such assignment, the Senior Indebtedness and the Senior Lender Security shall subject to the terms hereof, be and remain the Senior Indebtedness and the Senior Lender Security for the purposes of this Agreement, and such assignee shall be entitled to enforce the terms hereof to the same extent as the Senior Lender. The Subordinated Lender shall not sell, assign, encumber or otherwise transfer, in whole or in part, the Subordinated Indebtedness, the Subordinated Lender Security, or its rights under this Agreement, without the prior written consent of the Senior Lender. Any such assignment by the Senior Lender or the Subordinated Lender is subject to such permitted assignee or transferee agreeing in writing to be bound by the terms of this Agreement.

Section 3.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder ("**Notices**") shall be in writing, addressed to the parties at the addresses set forth in the signatures below. All such Notices shall be delivered by (i) personal delivery, (ii) same day or overnight courier by a reputable national courier service, postage prepaid, or (iii) email. Notices sent by personal delivery, or same day or overnight courier, shall be deemed to have been validly and effectively given when received, provided such day is a business day between the hours of 9:00 a.m. (Toronto time) and prior to 5:00 p.m. (Toronto time), otherwise on the next business day following such date of receipt. Notices delivered by email, shall be deemed to be validly and effectively given upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other form of written acknowledgment), provided such day is a business day between the hours of 9:00 a.m. (Toronto time) and prior to 5:00 p.m. (Toronto time), otherwise on the next business day.

Section 3.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 3.06 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

Section 3.07 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement, with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 3.08 Termination. This Agreement shall terminate when the Senior Lender has notified the Subordinated Lender in writing that the Senior Indebtedness has been paid in full, the related credit facilities terminated and that this Agreement is terminated.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Senior Lender:

THE BANK OF NOVA SCOTIA

Address:
40 King Street West, 14th Floor, Toronto, ON M5H 1H1

Attention: Daniel Cameron

Email: dan.cameron@scotiabank.com

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

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

Subordinated Lender:

Address:

Attention:

Email:

AVIVA INSURANCE COMPANY OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

DocuSign Envelope ID: 33878BD9-2159-49EC-A2D8-B44B60E050C8

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Senior Lender:

THE BANK OF NOVA SCOTIA

Address:
40 King Street West, 14th Floor, Toronto, ON
M5H 1H1

Attention: Daniel Cameron

Email: dan.cameron@scotiabank.com

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

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

Subordinated Lender:

AVIVA INSURANCE COMPANY OF CANADA

Address:

10 Aviva Way
Markham, ON L6G 0G1
Fax: 416-229-5429

Attention:

Email: suretyclaimscanada@aviva.com

By: DocuSigned by: Josh Mejia
A3580ADCF1B0445...
Name: Josh Mejia
Title: Authorized Signatory

By: _____
Name:
Title:

DocuSign Envelope ID: 6F558F8F-1DA0-4CE9-8F14-7B2D947A4637

TO: THE BANK OF NOVA SCOTIA
AND TO: AVIVA INSURANCE COMPANY OF CANADA

The undersigned acknowledges and agrees with the terms and covenants contained in this Agreement and agrees to be bound by them.

Borrower:

Address:

QM LP, by its general partner, **QM GP INC.**

Attention:

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Email:

Guarantors:

Address:

QMF LP, by its general partner, **QM GP INC.**

Attention:

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Email:

Address:

TWT LP, by its general partner, **QM GP INC.**

Attention:

By: DocuSigned by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Email:

DocuSign Envelope ID: 6F558F8F-1DA0-4CE9-8F14-7B2D947A4637

Address:

Attention:

Email:

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: DocuSigned by: Agnes Wietrzynski B22D0C8C1FB345B...

Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:

Attention:

Email:

QM GP INC.

By: DocuSigned by: Agnes Wietrzynski B22D0C8C1FB345B...

Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:

Attention:

Email:

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: DocuSigned by: Kamika McLean 5B5E3A14C62A406...

Name: Kamika McLean
Title: Corporate Secretary

THIS IS **EXHIBIT "L"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

FIRST AMENDMENT TO THE CREDIT AGREEMENT

This First Amendment (this "**Amendment**") dated as of December 11, 2023 and effective as of the Effective Date (as defined below), is made by and among THE BANK OF NOVA SCOTIA (the "**Lender**"), QM LP (the "**Borrower**"), and QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. and HIGHPOINT ENVIRONMENTAL SERVICES INC. (the "**Guarantors**").

RECITALS

WHEREAS, the Borrower, the Guarantors and the Lender entered into a credit agreement dated June 6, 2023 (as the same may be amended, amended and restated, renewed, supplemented, replaced, or otherwise modified from time to time, the "**Credit Agreement**");

AND WHEREAS, the parties hereto wish to amend the Credit Agreement on the terms and subject to the conditions set forth herein;

AND WHEREAS, pursuant to Section 16.3 of the Credit Agreement, all amendments must be in writing and signed by the Lender, the Borrower and the Guarantors.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation.

   Capitalized terms used not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement.

   The Credit Agreement is hereby amended as follows:

   (a) Section 3.1 of the Credit Agreement is deleted in its entirety and replaced with the following:

   " Subject to the terms of this Agreement, the Lender agrees to make the Term Facility available to the Borrower by way of one or more Advances from the Closing Date to the one (1) year anniversary of the Closing Date, provided that the Lender shall have no obligation to make any Advance if a Default or an Event of Default has occurred and is continuing under this Agreement. Any portion of the Term Facility not drawn on or before the one (1) year anniversary of the Closing Date, shall cease to be available and the limit of the Term Facility shall be reduced accordingly."

3. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Credit Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and the Guarantors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Credit Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower and the Guarantors that would require the waiver or consent of the Lender.

4. Confirmation of Security. The Borrower and the Guarantors hereby confirm that each Security Document that it has delivered to the Lender is and continues to be in full force and effect as continuing security for the payment and performance by it of all its present and future indebtedness, liabilities and obligations to the Lender now or hereafter arising, to the extent provided therein, and each such Security Document is enforceable against it by the Lender in accordance with its terms.

5. Conditions Precedent. This Amendment shall be effective as of December 6, 2023 (the "**Effective Date**") provided that the Lender shall have received this Amendment, duly executed and delivered by the parties hereto.

6. Representations and Warranties. The Borrower and Guarantors hereby represent and warrant to the Lender (before and after giving effect to this Amendment) that:

(a) The Borrower and Guarantors each have the power and authority, and the legal right, to execute, deliver and perform this Amendment and, in the case of the Borrower, to obtain extensions of credit under the Credit Agreement as amended by this Amendment (the "**Amended Credit Agreement**").

(b) The Borrower and the Guarantors have taken all necessary action to authorize the execution, delivery and performance of this Amendment and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of the Amended Credit Agreement.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment, the extensions of credit under the Amended Credit Agreement or the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Amended Credit Agreement, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of the Borrower and Guarantors. This Amendment and the Amended Credit Agreement constitute the legal, valid and binding obligations of the Borrower and the Guarantors and are enforceable against the Borrower and the Guarantors in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) Each of the representations and warranties made by the Borrower and the Guarantors herein or in or pursuant to the Credit Documents is true and correct in all material respects on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

(f) No Default or Event of Default has occurred and is continuing, or will result from this Amendment or any extension of credit under the Amended Credit Agreement.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in that Province.

8. Successors and Assigns. This Amendment is binding upon and shall enure to the benefit of the Borrower, the Guarantors and the Lender, and each of their respective permitted successors and permitted assigns.

9. Counterparts and Electronic Transmission. This Amendment may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

10. Costs and Expenses. The Borrower agrees to promptly pay or reimburse the Lender on demand for all legal fees and expenses of Gardiner Roberts LLP, as counsel to the Lender, incurred in connection with this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Lender:

THE BANK OF NOVA SCOTIA

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

By: _____
Name: Rachel Davies
Title: Director Execution, National Accounts

Address:
40 King Street West, 14th Floor, Toronto, ON
M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

Borrower:

QM LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

Guarantors:

QMF LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

THIS IS **EXHIBIT "M"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

SECOND AMENDMENT TO THE CREDIT AGREEMENT

This Second Amendment to the Credit Agreement (this "**Amendment**") dated as of June 14th, 2024, is made by and among THE BANK OF NOVA SCOTIA (the "**Lender**"), QM LP (the "**Borrower**") and **QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. AND HIGHPOINT ENVIRONMENTAL SERVICES INC.,** (collectively, the **"Guarantors")**

RECITALS

WHEREAS, the Lender, the Borrower and the Guarantors entered into a credit agreement dated June 6, 2023, as amended on December 11, 2023 as further amended and restated, modified or replaced from time to time (collectively, the "**Credit Agreement**");

AND WHEREAS, the parties hereto wish to amend the Credit Agreement to transition availment from CDOR to CORRA on the terms and subject to the conditions set forth herein;

AND WHEREAS, pursuant to Section 16.3 of the Credit Agreement the Lender, the Borrower and the Guarantors s are required to execute this amendment to do so.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement.

The Credit Agreement is hereby amended to include:

(a) the deletions and insertions set out in the blackline to the Credit Agreement attached hereto as Schedule "A" and only the deletions and insertions so noted in such blackline and no other amendments.

3. Existing Bankers' Acceptances. No Advances by way of Bankers' Acceptances are available under the Credit Facility; provided, however, that any Bankers' Acceptances that are outstanding on the date hereof shall remain in effect following such date until the stated maturity of such Bankers' Acceptances. On the maturity of any outstanding Bankers' Acceptances, the Borrower may submit a Conversion Notice to convert such Bankers' Acceptance in accordance with Sections 2.4 and 3.3of the Credit Agreement, failing which such Advance with be automatically converted to a Prime Rate Advance.

4. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and Guarantors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

5. Confirmation of Security. Each Borrower and Guarantor hereby confirms that the Security Documents that it has delivered to the Lender is and continues to be in full force and effect as continuing security for the payment and performance by it of all its present and future indebtedness, liabilities and obligations to the Lender now or hereafter arising, to the extent provided therein, and the Security Documents are enforceable against each Borrower and Guarantor by the Lender in accordance with its terms.

6. Conditions Precedent. This Amendment shall become effective upon the date first written above (the "**Effective Date**") on which the Lender shall have received:

(a) This Amendment, duly executed and delivered by the parties hereto;

(b) Satisfactory evidence that all corporate and other proceedings that are necessary in connection with this Amendment have been taken to the Lender's satisfaction, and the Lender shall have received all such counterpart originals or certified copies of such documents as the Lender may reasonably request;

(c) Payment of reasonable and documented legal fees and expenses of Gardiner Roberts LLP; and

(d) Such other information and documents as may reasonably be required by the Lender in connection with this Amendments.

7. Representations and Warranties. The Borrower and Guarantors hereby represent and warrant to the Lender immediately after giving effect to this Amendment that:

(a) Each Borrower and Guarantor has the power and authority, and the legal right, to execute, deliver and perform this Amendment.

(b) Each Borrower and Guarantor has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment or the execution, delivery, performance, validity or enforceability of this Amendment, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each Borrower and Guarantor. This Amendment and the Credit Agreement constitute the legal, valid and binding obligations of the Borrowers and are enforceable against the Borrower and Guarantors in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) Each of the representations and warranties made by the Borrower and Guarantors herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

(f) No Default or Event of Default has occurred and is continuing, or will immediately result from this Amendment.

8. Successors and Assigns. This Amendment is binding upon and shall enure to the benefit of the Borrowers and the Lender, and each of their respective permitted successors and permitted assigns.

9. Governing Law. This Amendment shall be governed by the internal laws of the Province of Ontario and the laws of Canada applicable thereto.

10. Counterparts and Electronic Transmission. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Lender:

THE BANK OF NOVA SCOTIA

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

By: _____
Name: Rachel Davies
Title: Director Execution, National Accounts

Address:
40 King Street West, 14th Floor, Toronto, ON
M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

Borrower:

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Guarantors:

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QMF LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

SCHEDULE "A"

Corra Amendments

CREDIT AGREEMENT

- between -

THE BANK OF NOVA SCOTIA

as Lender

- and -

QM LP

as Borrower

- and -

QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. AND HIGHPOINT ENVIRONMENTAL SERVICES INC.

as Guarantors

Dated as of ~~May ___, 2023~~
June 18th, 2023

TABLE OF CONTENTS

Article 1 - INTERPRETATION 4
- **1.1 Definitions** 4
- **1.2 Computation of Time Periods** 26
- **1.3 Headings and Table of Contents** 26
- **1.4 References** 26
- **1.5 Singular and Plural; Gender** 27
- **1.6 GAAP** 27
- **1.7 Definition of Borrower "Knowledge"** 27
- **1.8 Incorporation of Exhibits and Schedules** 27

Article 2 - REVOLVING FACILITY 28
- **2.1 Revolving Facility** 28
- **2.2 Availability** 28
- **2.3 Use of Proceeds** 28
- **2.4 Advances under Revolving Facility** 28
- **2.5 Letters of Credit** 28

Article 3 - THE TERM FACILITY 31
- **3.1 Term Facility** 31
- **3.2 Use of Proceeds** 31
- **3.3 Advances under the Term Facility** 31

Article 4 - DETAILS REGARDING ADVANCES AND PAYMENTS 32
- **4.1 Notice Provisions** 32
- **4.2 Conversion and Rollover** 32
- **4.3 Existing Bankers' Acceptances** 33
- **4.4 Minimum Amounts** 34

Article 5 - REPAYMENT AND REDUCTION 34
- **5.1 Mandatory Repayment of the Loans** 34
- **5.2 Optional Repayments** 35
- **5.3 Requirements for Optional Repayments** 36
- **5.4 Authority to Debit** 36
- **5.5 Promissory Notes** 37

Article 6 - INTEREST AND FEES 37
- **6.1 Interest** 37
- **6.2 Calculation and Payment of Interest** 37
- **6.3 Default Interest** 38
- **6.4 Determination of Interest Rates** 38
- **6.5 Ticking Fees** 38
- **6.6 Standby Fees** 38
- **6.7 Commitment Fee** 39
- **6.8 Maximum Interest** 39

Article 7 - CHANGE IN CIRCUMSTANCES 39
- **7.1 Market Disruption** 39
- **7.2 Increased Costs and Taxes** 41

7.3 Illegality 41
7.4 Benchmark Replacement Setting (SOFR) 41
7.5 Benchmark Replacement Setting 47
Article 8 - PAYMENTS, TAXES, AND EXPENSES 53
8.1 Payments to the Lender 53
8.2 Currency of Payment 53
8.3 Set-Off 53
8.4 Taxes 53
8.5 Costs and Expenses 54
8.6 Intentionally Deleted 55
8.7 Survival of Indemnification Obligations 55
Article 9 - CONDITIONS OF LENDING 55
9.1 Conditions Precedent to the Initial Advance 55
9.2 Conditions Precedent to Advance for the Permitted Acquisition 57
9.3 Conditions Precedent to each Advance 58
9.4 Waiver 58
Article 10 - REPRESENTATIONS AND WARRANTIES 58
10.1 Representations and Warranties 58
10.2 Survival of Representations and Warranties 65
Article 11 - COVENANTS 65
11.1 Positive Covenants 65
11.2 Financial Covenants 69
11.3 Negative Covenants 70
11.4 Reporting and Information 73
11.5 Insurance 75
Article 12 - SECURITY 76
12.1 Security 76
12.2 Provisions in Respect of the Security 77
12.3 Other Secured Obligations 77
Article 13 - DEFAULT AND REMEDIES 78
13.1 Events of Default 78
13.2 Effect of a Default 80
13.3 Remedies Cumulative; No Waiver 81
13.4 Set-Off 81
Article 14 - NOTICE 81
14.1 Notices, Etc. 81
Article 15 - GOVERNING LAW; JURISDICTION 82
15.1 Governing Law 82
15.2 Forum Selection; Consent to Jurisdiction 82
Article 16 - MISCELLANEOUS 82
16.1 Successors and Assigns 82
16.2 Severability 85
16.3 Amendments, Waivers, Etc. 85
16.4 Indemnity 85
16.5 Direct Obligation 85
16.6 Term of Agreement 86

16.7 Further Assurances.....86
16.8 Account kept by the Lender.....86
16.9 Paramountcy.....86
16.10 Disclosure of Information.....87
16.11 Execution in Counterparts.....87
16.12 Whole Agreement; Termination of Existing Commitment Letter.....87
16.13 English Language.....87
16.14 Remedies Cumulative.....87
16.15 Judgement Currency.....88
16.16 Waiver of Jury Trial......88
EXHIBIT A
COMPLIANCE CERTIFICATE.....91
EXHIBIT B
NOTICE OF BORROWING REVOLVING FACILITY.....94
EXHIBIT C
NOTICE OF BORROWING TERM FACILITY.....97
EXHIBIT D
NOTICE OF CONVERSION.....100
EXHIBIT E
NOTICE OF ROLLOVER.....102
EXHIBIT F
NOTICE OF OPTIONAL REPAYMENT REVOLVING/TERM FACILITY.....105
SCHEDULE 1.1(CCCCC)
PERMITTED LIENS.....108
SCHEDULE 10.1(L)
INTELLECTUAL PROPERTY.....109
SCHEDULE 10.1(R)
OBLIGORS' JURISDICTION ETC.....110
SCHEDULE 10.1(U)
CORPORATE CHART.....111
SCHEDULE 10.1(V)
BANK ACCOUNTS.....112
SCHEDULE 10.1(W)
LEASED REAL PROPERTY.....113
SCHEDULE 10.1(Z)
INVESTMENT PROPERTY.....114

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made as of May ____, 2023 between QM LP, a Manitoba limited liability partnership (the "**Borrower**"), QMF LP, a Manitoba limited liability partnership, TWT LP, a Manitoba limited liability partnership, Quantum Holdings LP, a Manitoba limited liability partnership, QM GP Inc., an Ontario corporation, and Highpoint Environmental Services Inc., an Ontario corporation (collectively, the "**Guarantors**"), and The Bank of Nova Scotia (the "**Lender**").

Recitals

WHEREAS the Lender has agreed to establish certain credit facilities in favour of the Borrower upon the terms and conditions set out in this Agreement;

WHEREAS this Agreement replaces the Commitment Letter dated November 4, 2022 between the Lender, the Borrower and the Guarantors (the "**Existing Commitment Letter**");

NOW THEREFORE, in consideration of the mutual covenants and agreements set out hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement unless something in the subject-matter or the context otherwise is inconsistent therewith:

(a) "**Adjusted Daily Compounded CORRA**" means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the Daily Compounded CORRA Adjustment; provided that if Adjusted Daily Compounded CORRA as so determined shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor.

(b) "**Adjusted Term CORRA**" means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor,

(c) "**Adjusted Term SOFR**" means, for the purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation, plus (b) the Term SOFR Adjustment, provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be equal to the Floor.

(d) "**Advance**" means an extension of credit by the Lender under this Agreement, including in Canadian Dollars by way of Prime Rate Advances, CORRA Advances

and the issuance of Letters of Credit and in US Dollars by way of Base Rate Advances and SOFR Advances. References to the amount of Advances means the outstanding principal amount of all outstanding Prime Rate Advances, CORRA Advances, Base Rate Advances, SOFR Advances plus the undrawn amount of all outstanding Letters of Credit, in each case under the applicable Credit Facilities.

(e) "**Affiliate**" means at any time, and with respect to any Person,

(i) any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and

(ii) unless the context otherwise clearly requires, any reference herein to an "**Affiliate**" is a reference to an Affiliate of the Borrower.

(f) "**Agreement**" means this credit agreement as it may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time.

(g) "**Anti-Terrorist Financing and Anti-Money Laundering Laws**" means all Applicable Laws concerning or relating to money laundering or financing terrorism, government sanctions and "know your client" laws and which are applicable to the Lender, any Obligor or any Affiliate thereof, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Trading with the Enemy Act* (United States), *Executive Order No. 13224*, and the *USA Patriot Act*.

(h) "**Applicable Law**" means any (a) statute, law (including common and civil law), rule or regulation, (b) judgement, order, writ, injunction, decision, ruling, decree or award, (c) regulatory policy, practice, guideline or directive, or (d) right or other approval, in each case of the foregoing clauses (a) – (d), of any Governmental Authority, binding on or affecting an Obligor or a business similar to the Business.

(i) "**Applicable Margin**" means, with respect to an Advance or fee, the percentage rate per annum set out in the following pricing grid with reference to the applicable type of advance or fee and the applicable Total Funded Debt to Combined EBITDA Ratio.

Level	Total Funded Debt to Combined EBITDA	Canadian Prime Rate Advance/US Base Rate Advance	CORRA Advance or SOFR Advance	Standby Fee Rate and Ticking Fee Rate
1	<2.00:1.00	1.00%	2.00%	0.45%
2	≥2.00:1.00, but <2.5:1.00	1.25%	2.25%	0.51%

3	≥2.50:1.00, but <3.00:1.00	1.50%	2.50%	0.56%
4	≥3.00:1.00	1.75%	2.75%	0.62%

All figures in the table above represent per cent per annum. Each of the amounts specified above, except the standby fee rate, shall, as provided for in Section 6.3 (and without duplication), be increased by 2% per annum if a Default has occurred and is continuing. If a Default is disclosed by a Compliance Certificate, any increase shall be applied beginning as of the end of the fiscal period to which the Compliance Certificate relates.

(j) "**Asset Disposition**" means, with respect to any Person, any transaction in which such Person sells, conveys, assigns, transfers, leases (as lessor) or otherwise disposes of any of its Assets, including any Capital Stock of any of its Subsidiaries, any partnership units or any of its other Assets, present or future.

(k) "**Assets**" of a Person means all present and future property, rights and assets, real and personal, movable and immovable, tangible and intangible, of such Person of whatever nature and wheresoever situate.

(l) "**Available Revolving Facility Commitment**" means, at any time, an amount equal to the difference between CDN$40,000,000 and the Revolving Loans.

(m) "**Bankers' Acceptance**" means a depository bill, as defined in the Depository Bills and Notes Act (Canada), denominated in Canadian Dollars that is in the form of a Draft signed by the Borrower and accepted by the Lender.

(n) "**Banking Day**" means (a) for all purposes other than as covered by (b), a day, other than a Saturday or a Sunday, on which banks are open for business in Toronto, Ontario; and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, SOFR Advances, any day other than (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(o) "**Bankruptcy and Insolvency Law**" has the meaning specified in Section 13.1(g).

(p) "**Base Rate**" means, at any time the rate of interest per annum equal to the higher of (i) the variable annual rate of interest established by the Lender from time to time as its reference rate then in effect for determining rates of interest on US Dollar commercial loans to its customers in Canada and designated as its US Base Rate; and (ii) the Federal Funds Effective Rate plus 1.00% per annum; in each case adjusted automatically with each change in the established, quoted or published rate, all without necessity of notice to the Borrower. Provided that, if at any time

the Base Rate determined as above would be less than zero, the Base Rate shall be deemed to be equal to zero.

(q) "**Base Rate Advance**" means an Advance in US Dollars to which the Base Rate is applicable.

(r) "**Borrower**" means QM LP and its successors and permitted assigns.

(s) "**Borrowing**" means utilization by the Borrower of any of the Credit Facilities by way of Advances.

(t) "**Business**" means the business carried on by the Borrower and the other Obligors in connection with environmental and industrial services.

(u) "**Canadian Dollars**" and the symbol "**CDN$**" each means the lawful money of Canada in same day immediately available funds.

(v) "**Capital Expenditures**" means, with respect to any period, the aggregate of all expenditures whether paid in cash or accrued as liabilities by a Person during such period which in conformity with GAAP should be classified as a fixed or capital asset on the balance sheet of such Person, less any (i) expenditures to the extent financed with net proceeds from Asset Dispositions, and (ii) expenditures to the extent financed with insurance proceeds and condemnation awards received on account of any event of loss to the extent any such amounts are actually applied to replace, repair or reconstruct the damaged property or property affected by the condemnation or taking in connection with such event of loss.

(w) "**Capital Lease**" means a lease of (or other agreement conveying the right to use) immovable (real) property or movable (personal) property, which is classified and accounted for as a capital lease on an Obligor's balance sheet under GAAP

(x) "**Capital Lease Obligations**" shall mean, as to any Person, the obligations of such Person to pay rent or other amounts under a Capital Lease, which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

(y) "**Capital Stock**" means any and all shares (including any preferred shares), interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership units and any and all warrants, rights or options to purchase any of the foregoing, whether voting or non-voting.

(z) "**Cash Equivalent**" means, at any time, (a) any evidence of Debt, maturing not more than one year after such time, issued or guaranteed by the Canadian Government, the United States Government or any agency thereof, (b) commercial paper, or corporate demand notes, in each case (unless issued by the Lender) rated at least A-l by Standard & Poor's Ratings Group or P-l by Moody's Investors Service, Inc., (c) any certificate of deposit (or time deposit represented by a certificate of deposit) maturing not more than one year after such time, or any

overnight Federal Funds transaction that is issued or sold by the Lender (or by a commercial banking institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than US$500,000,000), (d) any repurchase agreement entered into with the Lender (or commercial banking institution of the nature referred to in clause (c) above) which (i) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (a) through (c) above and (ii) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of the Lender (or other commercial banking institution) thereunder, (e) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements; and (f) other short-term liquid investments approved in writing by the Lender.

(aa) "**Change of Control**" means:

(i) the direct or indirect sale, transfer, assignment, exchange, lease, release, license or other Asset Disposition to a third party by an Obligor of all or substantially all of the assets of such Obligor to the extent not otherwise permitted hereunder; or

(ii) if WeShall Investments Inc. ceases to own 89% of the partnership units of Quantum Holding LP or 90% of the shares of QM GP Inc.; or

(iii) if Quantum Holdings LP, ceases to own 99.90% of the partnership units of each of QMF LP, the Borrower, TWT LP and 100% of the shares of Highpoint Environmental Services Inc., unless otherwise consented to by the Lender.

(bb) "**Closing Date**" means May ___, 2023, or such other date as determined by the parties to this Agreement.

(cc) "**Combined EBITDA**" means, for any period, in respect of the Obligors on a combined basis (excluding, for greater certainty, TS LP), the Combined Net Income of the Obligors for such period, plus (to the extent deducted in the calculation of Combined Net Income, and without duplication): (a) the Consolidated Interest Expense of the Obligors; (b) income Taxes attributable to the Obligors (or a partner of an Obligor which is a limited partnership), determined on a consolidated basis in accordance with GAAP; (c) depreciation and amortization for such period determined on a consolidated basis in accordance with GAAP; (d) revenues, expenses, cash fees and other distributions received from Joint Ventures (to the extent not included in the calculation of Net Income); (e) any extraordinary, unusual or non-recurring items reducing Combined Net Income of the Obligors for such period; (f) cost savings and synergies related to Permitted Acquisitions that are reasonably identifiable, factually supportable and projected by the Borrower in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken within six months after any Permitted Acquisition, provided that they do not, in the aggregate, exceed 10% of Combined EBITDA per annum (after giving effect to any Permitted Acquisition

during such applicable Fiscal Year); (g) for Fiscal Year 2022 only, the total settlement amount for the Ruttan Litigation up to CDN$8,000,000; (h) for Fiscal Year 2022 only, up to CDN$1,100,000 for severance payments; (i) for Fiscal Year 2023 only, up to CDN$1,600,000 for severance payments; (j) reasonable fees and expenses relating to Permitted Acquisitions up to CDN$1,000,000 per Permitted Acquisition; (k) any non-cash items reducing Combined Net Income for such period, minus (i) any extraordinary, unusual or non-recurring items increasing Combined Net Income of the Obligors for such period, and (ii) any non-cash items increasing Combined Net Income of the Obligors for such period. EBITDA of any closed Permitted Acquisition shall be included on a pro-forma basis, calculated as though such Permitted Acquisition had been acquired on the first day of such period; provided that it is acknowledged and agreed that the combined EBITDA of the Joint Ventures added to Combined Net Income in accordance with clause (d) shall not be greater than 20% of Combined EBITDA (and any excess shall be excluded for the purposes of clause (d)).

(dd) "**Combined Net Income**" of a Person for any period, means the combined net income (or loss) of the Obligors (excluding, for greater certainty, TS LP) for such period, determined on a consolidated basis in accordance with GAAP.

(ee) "**Compliance Certificate**" means a compliance certificate substantially in the form of Exhibit A hereto.

(ff) "**Consolidated Interest Expense**" means, with respect to any Person for any period, without duplication, interest expense of such Person calculated on a consolidated basis and in accordance with GAAP as the same would be set forth or reflected in a consolidated statement of earnings of such Person and, in any event and without limitation, shall include:

(i) all interest accrued or payable in respect of such period;

(ii) all fees (including standby, letter of credit, guarantee, and commitment) accrued or payable in respect of such period, prorated (as required) over such period;

(iii) any difference between the face amount and the discount proceeds of any commercial paper and other obligations issued at a discount, prorated (as required) over such period; and

(iv) the interest component of Capital Lease Obligations.

(gg) "**Contaminant**" means any pollutants, dangerous or hazardous substances, liquid or solid waste, industrial waste, hauled liquid waste, toxic substances, hazardous wastes or materials or contaminants as defined or dealt with in any Environmental Law.

(hh) "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**Controlled**" have meanings analogous thereto.

(ii) "**Conversion**" means a conversion or deemed conversion of an Advance under the Revolving Facility or the Term Facility into another type of Advance under the same Credit Facility and denominated in the same currency.

(jj) "**Conversion Date**" means the date specified by the Borrower in the Notice of Conversion as the date on which it has elected to convert, or on which this Agreement requires the conversion of, an Advance under the Revolving Facility or the Term Facility into another type of advance under the same Credit Facility and denominated in the same currency.

(kk) "**CORRA**" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

(ll) "**CORRA Advances**" means Term CORRA Advances and Daily Compounded CORRA Advances.

(mm) "**Credit Facilities**" means collectively the Revolving Facility and the Term Facility.

(nn) "**Daily Compounded CORRA**" means, for any day (a "Daily Compounded CORRA Rate Day"), a rate per annum equal to CORRA for the day (such day, the "Daily Compounded CORRA Determination Day"), that is two (2) Business Days prior to (a) if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day, or (b) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided that (A) if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first (1st) preceding Business Day for which CORRA was published by the administrator so long as such first (1st) preceding Banking Day is not more than three (3) Banking Days prior to such Daily Compounded CORRA Determination Day; and (B) if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion.

(oo) "**Daily Compounded CORRA Adjustment**" means, for any calculation with respect to a Daily Compounded CORRA Advance, a percentage per annum equal to 0.29547% for a one month Interest Period; and 0.32138% for a three month Interest Period.

(pp) "**Daily Compounded CORRA Advance**" means a Drawdown of, or Conversion into, a Canadian dollar loan which accrues interest calculated with reference to Adjusted Daily Compounded CORRA, and each Rollover in respect thereof.

(qq) "**Daily Simple SOFR**" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for bi-lateral business loans; provided, that if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion.

(rr) "**Debt**" means all indebtedness of any Obligor and includes, without duplication (in each case, whether such indebtedness is with full or limited recourse):

(i) any obligation of any Obligor for borrowed money;

(ii) any obligation of any Obligor evidenced by a bond, debenture, note or other similar instrument;

(iii) any obligation of any Obligor for the deferred purchase price of property or services, including earn-outs, balances of sale and holdbacks relating to Permitted Acquisitions, except a trade account payable that arises in the ordinary course of business;

(iv) the Capital Lease Obligations of any Obligor;

(v) any obligation of any Obligor under any Subordinated Debt;

(vi) any obligation of any Obligor to reimburse any other Person in respect of amounts drawn or drawable under any letter of credit or other guarantee, including any corporate guarantee, or under any bankers' or trade acceptance issued or accepted by such other Person, whether contingent or non-contingent;

(vii) any Debt of others secured by a Lien on any Asset of any Obligor; and

(viii) any Debt of others guaranteed by any Obligor.

(ss) "**Default**" means any event or circumstance which constitutes an Event of Default or which, with the giving of notice or lapse of time or both would, unless cured or waived, constitute an Event of Default.

(tt) "**Distribution**" means any payment in cash by an Obligor (i) that provides an income (including interest or dividend) or a return on, or constitutes a distribution, redemption or purchase of, the Capital Stock of a Person (other than by way of the issuance of new equity interests and the payment of cash in lieu of the issuance of

fractional shares), or (ii) to any shareholder, employee, management, director or officer of a Person out of the ordinary course of business, including, without limitation, any management fees, consulting fees, royalties, salary, bonus, commission, directors' fees or (iii) to any holder of Subordinated Debt or to any shareholder, employee, management, director or officer of any holder of Subordinated Debt (other than by way of the issuance of new equity interests in satisfaction of such Subordinated Debt and the payment of cash in lieu of the issuance of fractional shares), provided that none of the following shall constitute a Distribution: (a) dividends, distributions by any Obligor to another Obligor or advances or payments on account of intercompany loans by any Obligor to another Obligor, (b) any payment of salary, bonuses or commissions (other than remuneration or bonuses in excess of commercially reasonable amounts) to officers or employees in the ordinary course of business and consistent with past practice, (c) reasonable and ordinary course payments supportable to the Canada Revenue Agency (Income Tax) made pursuant to and in accordance with the terms of the management agreement between an Obligor and WeShall Investments Inc., (d) any payments or distributions to any direct or indirect parent or partner of an Obligor to reimburse such parent or partner for actual costs and expenses (including its proportionate share of any overhead) incurred by such parent or partner on behalf of an Obligor and (e) any payments in respect of the allocation of any income Taxes payable by any partner of any Obligor which is a limited partner.

(uu) "**Drawdown**" means (a) a Prime Rate Advance; (b) a SOFR Advance; (c) a Base Rate Advance; (d) a CORRA Advance; or (e) the issuance of a Letter of Credit, in each case by the Lender at the request of the Borrower, and other than as a result of a Conversion, Rollover, or drawing under a Letter of Credit.

(vv) **"Drawdown Date**" means a day which the Borrower has notified the Lender in a Notice of Borrowing Revolving Facility or a Notice of Borrowing Term Facility as the date on which the Borrower requests an Advance in accordance with this Agreement.

(ww) "**EBITDA**" means for any period, in respect of a Permitted Acquisition the net income of the target for such period, plus: (a) interest expense; (b) income Taxes (c) depreciation and amortization for such period determined on a consolidated basis in accordance with GAAP; and (d) any extraordinary, unusual or non-recurring items reducing net income of the target for such period as outlined in a quality of earnings report (if applicable, in accordance with clause (x) of the definition of Permitted Acquisition) prepared by a nationally recognized accounting firm.

(xx) "**Eligible Assignee**" has the meaning specified in Section 16.1(d).

(yy) "**Environmental Activity**" means any activity, event or circumstances in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its

Release, escape, leaching, dispersal or migration into the natural environment, including the movement through or in the air, land surface or subsurface strata, surface water or groundwater.

(zz) "**Environmental Laws**" means any and all Applicable Laws, codes, standards, requirements, policies, guidelines, approvals, notices, permits or directives relating to pollution or protection of human health and safety or the environment or any Environmental Activity.

(aaa) "**Equivalent Amount**" mean, with respect to any two currencies, the amount obtained in the selected currency when an amount in the other currency is translated into the selected currency, using such rate as the Lender may in its sole discretion, consistent with the Lender's customary practice for commercial loans being administered by it.

(bbb) "**Event of Default**" means any of the events specified in Section 13.1.

(ccc) "**Excluded Tax**" means any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to a Lender, (a) a Tax imposed on or measured by net income or capital (however denominated), franchise Taxes, branch profits Taxes, or similar Taxes, in each case (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) , or (ii) that are imposed by reason of any other present or former connection with the taxing jurisdiction, other than the execution, delivery and performance of its obligations, receipt of any payment, receipt or perfection of a security interest, enforcement, sale or assignment of an interest in any Loan under this Agreement or the other Loan Documents (b) Taxes imposed by reason of the failure of the Lender to comply with its obligations under this Agreement (c) any Canadian federal withholding Taxes imposed on the payment as a result of having been made to the Lender that, at the time of making such payment, (i) is a person with which an Obligor does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)), or (ii) is a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of an Obligor or does not deal at arm's length (for the purposes of the *Income Tax Act* (Canada)) with such a "specified shareholder" (other than where the non-arm's length relationship arises, or where the Lender is a "specified shareholder" or does not deal at arm's length with a "specified shareholder", in connection with or as a result of the Lender having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document), and (d) withholding Taxes imposed under FATCA.

(ddd) "**Federal Funds Effective Rate**" for any day, means the rate on overnight federal funds transactions calculated by the Federal Reserve Bank of New York as the federal funds effective rate, as published on the next succeeding Banking Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Banking Day, the average of the quotations for that day on overnight

federal funds transactions received by the Lender from three depository institutions of recognized standing selected by the Lender.

(eee) "**Fixed Charge Coverage Ratio**" means, for any period, the ratio of (a) Combined EBITDA minus (i) income Taxes attributable to the Obligors (or a partner of an Obligor which is a limited partnership) paid in cash; (ii) Unfunded Capital Expenditures; and (iii) cash Distributions (other than one or more Distributions not exceeding $35,000,000 from the proceeds of the Term Facility to WeShall Investments Inc., 2539593 Ontario Inc. or any other non-Obligor), divided by (b) debt service (defined as interest paid and scheduled principal payments on Total Funded Debt on a twelve month trailing basis), in each case in respect of the Obligors, on a consolidated basis.

(fff) "**Fiscal Year**" means the fiscal year of the Borrower ending on December 31 of each calendar year.

(ggg) "**Floor**" means a rate of interest equal to 0% per annum.

(hhh) "**GAAP**" means generally accepted accounting principles, conventions, rules and procedures which are in effect from time to time in Canada as published in the CPA Canada Handbook-Accounting, applied on a consistent basis, which for certainty, shall be interpreted to be the Accounting Standards for Private Enterprises (ASPE).

(iii) "**Governmental Authority**" means: (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances; (b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof; and (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

(jjj) "**Guarantors**" means all QM GP Inc., QMF LP, TWT LP, Quantum Holdings LP, Highpoint Environmental Services Inc. and any Person who is required to become a Guarantor in accordance with Section 11.1(h). For clarity, QM Environmental Inc. and QM Environmental USA Inc. are not Guarantors as of the Closing Date.

(kkk) "**Hedging Arrangements**" means, for any period and for any Person, any arrangement, transaction or combination of transactions between such Person and any other Person commonly considered to be a derivative, swap or hedging transaction, including interest rate swaps, basis swaps, forward interest rate transactions, commodity swaps, interest rate options, forward foreign exchange transactions, cap, floor and collar transactions, currency swaps, cross-currency interest rate swaps, currency options and any other similar transaction (including any option with respect to any of such transactions or arrangements and any swap or derivative related to any index).

(lll) "**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed with respect to any payment made by or on account of any obligation of the Borrower under this Agreement or any Loan Document, and (b) to the extent not otherwise described in (a), Other Taxes.

(mmm) **"Intellectual Property**" shall mean any intellectual or intangible property (whether owned or licensed) including, without limitation, trademarks, trademark registrations and applications, service marks, service mark registrations and applications, trade names, trade name registrations and applications, corporate names and fictitious names, copyrights, copyright registrations and applications, works of authorship, patents, patent applications, industrial designs, industrial design registrations and applications, integrated circuit topographies, integrated circuit topographies applications and registrations, design rights, inventions, trade secrets, data, technical information, designs, plans, specifications, designs, formulas, processes, patterns, compilations, devices, techniques, mask works, mask work registrations and applications, methods, shop rights, know-how, show-how, and other business or technical confidential or proprietary information in each case whether or not such rights are patentable, copyrightable, or registerable; software and computer hardware programs and systems, source code, object code, databases, and documentation relating to the foregoing; all domain names, internet addresses, internet sites and social media including, without limitation, all related accounts, names and content; and other proprietary information owned, controlled, created, under development or used by or on behalf of any Person in whole or in part and whether or not registerable or registered, and any registrations or applications for the foregoing.

(nnn) "**Interest Payment Date**" means the Revolving Facility Maturity Date or the Term Facility Maturity Date, as applicable, and:

(i) as to any Prime Rate Advance or Base Rate Advance, the last Banking Day of each and every month;

(ii) as to any CORRA Advance or SOFR Advance having an Interest Period of three months or shorter, the last day of such Interest Period;

(iii) as to any SOFR Advance having an Interest Period longer than three months, the respective dates that fall every three months after the beginning of such Interest Period and on the last day of such Interest Period;

(ooo) "**Interest Period**" means:

(i) with respect to any Prime Rate Advance or Base Rate Advance, the period commencing on the Drawdown Date or Conversion Date, as the case may be and ending on the date the Borrower selects for the repayment or conversion of such Advance;

(ii) with respect to any SOFR Advance, the period commencing on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, with respect to such SOFR Advance and ending on the numerically corresponding day that is one, three or six months thereafter (in each case, subject to the availability thereof), as selected by the Borrower in its Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Notice of Rollover or Notice of Conversion given with respect thereto;

(iii) with respect to any Term CORRA Advance, the period commencing on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, and ending one, or three months thereafter, as selected by the Borrower in the Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Notice of Rollover or Notice of Conversion;

(iv) with respect to any Daily Compounded CORRA Advance, the period commencing on the Drawdown Date, Conversion Date or Rollover Date, as the case may be, and ending one, or three months thereafter, as selected by the Borrower in the Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Notice of Rollover or Notice of Conversion;

provided that, in any case, (i) the last day of each Interest Period shall also be the first day of the next Interest Period with respect to any Rollover, (ii) if any Interest Period would otherwise end on a day that is not a Banking Day, such Interest Period shall be extended to the next succeeding Banking Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Banking Day, (iii) no Interest Period shall extend beyond the Revolving Facility Maturity Date or Term Facility Maturity Date, (iv) any Interest Period that begins on the last Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Banking Day of a calendar month, and (v) Interest Periods commencing on the same date for SOFR Advances that are part of the same Borrowing shall be of the same duration.

(ppp) "**Investment**" means any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

(qqq) "**Joint Venture**" means the commercial collaboration between an Obligor and an arm's-length third party for a single purpose project or a continuing business formed as a partnership or corporation, the partnership units or shares of which are owned by each joint venture party. As of the Closing Date, the following Persons are the only Joint Ventures: QM Points Contracting LP, DB/QM JV Inc. and ECC/Quantum Murray LP.

(rrr) "**Land**" means real property (including a leasehold interest therein) and all buildings, improvements, fixtures and plant situated thereon.

(sss) "**Lender**" means The Bank of Nova Scotia and its successors and assigns in accordance with this Agreement.

(ttt) "**Lender's Counsel**" means Gardiner Roberts LLP.

(uuu) "**Letter of Credit**" means a standby letter of credit issued by the Lender (as issuing bank) at the request of the Borrower (as applicant).

(vvv) "**Letter of Credit Agreement**" means an application and indemnity agreement in the Lender's standard form pursuant to which, among other things, the Borrower requests that the Lender issue a Letter of Credit and undertakes to reimburse and indemnify the Lender for all amounts drawn under, and all other liability incurred by the Lender as a result of issuing the corresponding Letter of Credit.

(www) "**Letter of Credit Fee Rate**" means, with respect to a Letter of Credit, 1% per annum.

(xxx) "**Lien**" means a mortgage, prior claim, pledge, privilege, lien, charge or other encumbrance in the nature of a security interest in any Assets or a pledge or hypothecation thereof or any assignment by way of security, conditional sale agreement or other title retention agreement or equipment trust relating thereto or any other arrangement having the effect of security for payment of any debt, liability or obligation.

(yyy) "**Liquidity Cushion**" means the sum of Unrestricted Cash and the Available Revolving Facility Commitment.

(zzz) "**Loan**" means, as at any time, the Revolving Loan or the Term Loan at such time.

(aaaa) "**Loan Documents**" means, collectively, this Agreement, each Security Document, all documents in connection with cash management arrangements, any treasury management arrangements or agreements, credit card arrangements, Hedging Arrangements, and any other arrangements between the Lender and the Borrower, and all other documents, instruments and agreements executed or delivered by the Obligors in connection with this Agreement or any Borrowing or otherwise referred to or contemplated under or by this Agreement, as the same may be amended, amended and restated, supplemented or restated from time to time.

(bbbb) "**Material Adverse Effect**" means any matter, event or circumstance that, either individually or in the aggregate could, in the opinion of the Lender, acting reasonably, be expected to have a material adverse effect on, (i) the business, Assets, liabilities, financial position or operating results of the Obligors and their Subsidiaries, taken as a whole, (ii) the ability of the Obligors, taken as a whole, to perform any of their payment Obligations under or pursuant to any of the Credit Facilities or the Loan Documents in accordance with their respective terms, (iii) the validity or enforceability against any Obligor of any of the material Loan

Documents to which it is a party, or (iv) or the priority ranking of any Lien granted to the Lender under the Security Documents, subject to Permitted Liens.

(cccc) "**Material Contracts**" means the contracts entered into by or assigned to any Obligor and any other contract to which any Obligor is a party that, if terminated and not replaced, could reasonably be expected to have a Material Adverse Effect, in each case, as amended, supplemented, replaced or restated from time to time.

(dddd) "**Notice of Borrowing Revolving Facility**" means an irrevocable notice substantially in the form of Exhibit B.

(eeee) "**Notice of Borrowing Term Facility**" means an irrevocable notice substantially in the form of Exhibit C.

(ffff) "**Notice of Conversion**" means an irrevocable notice substantially in the form of Exhibit D.

(gggg) "**Notice of Rollover**" means an irrevocable notice substantially in the form of Exhibit E.

(hhhh) "**Notice of Optional Repayment**" means notice substantially in the form of Exhibit F (which notice may be conditioned upon the consummation of other events).

(iiii) "**Obligations**" means all obligations, indebtedness and liabilities of the Obligors to the Lender or any Affiliate thereof under or in connection with (i) this Agreement or any other Loan Documents, including all obligations, indebtedness and liabilities under the Credit Facilities, (ii) the Other Secured Obligations (defined below), and whether present or future, direct or indirect, absolute or contingent, matured or not, and wherever and however incurred.

(jjjj) "**Obligors**" means collectively the Borrower and the Guarantors, and "Obligor" means any one of them.

(kkkk) "**Optional Repayment Date**" means a day which the Borrower has notified the Lender in a Notice of Optional Repayment as the date on which the Borrower shall repay the Borrowings under the Credit Facilities, or a portion thereof.

(llll) "**Other Secured Obligations**" means as defined in Section 12.3.

(mmmm) "**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are imposed by reason of any present or former connection with the taxing jurisdiction (other than the execution, delivery and performance of its obligations, receipt of any payment, receipt or perfection of a security interest, enforcement, sale or assignment of an interest in

any Loan under this Agreement or the other Loan Documents) with respect to an assignment.

(nnnn) "**Participant**" has the meaning specified in Section 16.1(e).

(oooo) "**Pension and Benefit Laws**" means the *Pension Benefits Standards Act* (Ontario), and any other law, rule, regulation, guideline, directive, order or notice of any Governmental Authority having jurisdiction over or affecting any Pension Plan.

(pppp) "**Pension Plan**" means any plan, program, arrangement or understanding that is a pension plan for the purpose of any applicable pension benefits or Tax laws of Canada or a province or territory thereof (whether or not registered under any such laws) which is maintained, administered or contributed to by (in virtue of a legal obligation to maintain, administer or contribute to such a plan, program, arrangement or understanding) any Obligor in respect of any person's employment in Canada or a province or territory thereof with any Obligor, all related funding agreements and all related agreements, arrangement and understandings in respect of, or related to, any benefits to be provided thereunder or the effect thereof on any other compensation or remuneration of any employee, but excluding any statutory benefit plans which any Obligor is required to participate in or comply with, such as the Canada Pension Plan.

(qqqq) "**Permitted Acquisition**" means a non-hostile acquisition occurring after the Closing Date that meets all of the following requirements: (i) following which the Borrower will be in compliance with the financial covenants set forth in Section 11.2 on a proforma basis and no pro forma Event of Default shall have occurred and be continuing or would result from such acquisition; (ii) the target of which operates a business substantially similar to, or accretive to, the Business; (iii) the target of which is a Canadian or US based Person; (iv) the target business complies with the Anti-Terrorist Financing and Anti-Money Laundering Laws and its onboarding procedures, as determined by the Lender; (v) if not conducted by way of an asset purchase, allows the Borrower to acquire Control of the target and the Borrower shall cause the target to comply with the requirements of Section 11.1(h); (vi) simultaneously with the acquisition, previous Liens (if any) over the Assets of the target are released (other than Permitted Liens); (vii) if the Assets acquired include owned real property, the Borrower shall deliver to the Lender a satisfactory environmental due diligence report (if so required by the Lender), and if satisfactory to the Lender, a first priority mortgage and general assignment of rents which shall be registered on title to such property; (viii) the Lender shall have received true and complete copies of the acquisition documents, financial statements and any other due diligence information that the Lender shall reasonably request; (ix) Total Funded Debt to Consolidated EBITDA<3.00:1.00; (x) a quality of earnings report is obtained to the satisfaction of the Lender for any acquisitions where the target has EBITDA greater than CDN$3,000,000; (xi) that would not be reasonably expected to have a Material Adverse Effect; and (xii) at the closing of transactions

contemplated by the Permitted Acquisition, the Borrower shall have a minimum Liquidity Cushion equal to CDN$5,000,000.

(rrrr) "**Permitted Debt**" means:

(i) the Obligations;

(ii) any unsecured Debt owing by an Obligor to another Obligor;

(iii) Purchase Money Obligations and Capital Lease Obligations secured by Permitted Liens, provided that, (a) such Debt is incurred simultaneously with the acquisition of the financed asset, (b) such Debt, when incurred, shall not exceed the purchase price of the asset financed, and (c) the aggregate principal amount of Debt permitted by this subsection (iii) shall not exceed CDN$40,000,000 in the aggregate at any time outstanding;

(iv) unsecured Debt to trade creditors incurred in the ordinary course of business;

(v) any Debt owing on account of any earnout or vendor-take-back financing incurred in connection with any Permitted Acquisition, subject to providing the Lender with a subordination/postponement agreement, in a form satisfactory to the Lender; and

(vi) indebtedness owing in respect of any bonding facility, entered into in connection with an Obligors' performance obligations in connection with the ordinary course of Business, subject to providing the Lender with a subordination/postponement agreement, in a form satisfactory to the Lender. Notwithstanding the foregoing, (i) the aggregate total indebtedness owing to Intact Insurance Company and Atlantic Specialty Insurance Company, as surety, cannot exceed $150,000,000, without the prior written consent of the Lender; and (ii) no subordination/postponement agreement shall be obtained from Intact Insurance Company and Atlantic Specialty Insurance Company, as surety.

(ssss) "**Permitted Hedging Transactions**" means: Hedging Arrangements entered into by the Borrower with the Lender in the ordinary course of business.

(tttt) "**Permitted Investments**" means (i) Investments consisting of cash and Cash Equivalents, including deposit accounts and securities accounts; (ii) Investments resulting from or consisting of Permitted Acquisitions; (iii) Permitted Hedging Transactions; (iv) Investments by an Obligor to or in another Obligor; or (v) so long as Total Funded Debt to Consolidated EBITDA<3.00:1.0, Investments by an Obligor to a non-Obligor Subsidiary (including any Joint Venture) (provided that in connection with Investments funded under the Term Facility, such Total Funded Debt to Consolidated EBITDA shall be <3.50:1.00).

(uuuu) "**Permitted Liens**" means, as at any time, any one or more of the following:

(i) any Lien for Taxes, assessments or other governmental charges or levies not yet due or, if due, the validity of which is being contested diligently and in good faith by or on behalf of an Obligor by proper legal proceedings, provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(ii) any Lien of any judgment rendered or claim filed against an Obligor, which such Obligor or others on its behalf shall be contesting diligently and in good faith by proper legal proceedings, provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(iii) statutory or common law Liens of any landlord, carrier, warehousemen, mechanics, craftsman, workman, builder, contractor, supplier of materials, architect, engineer or subcontractor or any other similar Lien that secure amounts not overdue or that the validity of such Lien is being contested diligently and in good faith by or on behalf of such Obligor by proper legal proceedings; provided that adequate provision has been made for the payment thereof in accordance with GAAP;

(iv) Liens imposed pursuant to applicable Canadian federal or provincial pension standards legislation in respect of a Pension Plan for amounts required to be remitted but not yet due;

(v) the Liens granted to the Lender under the Security Documents;

(vi) Liens incurred or deposits made in connection with contracts, bids, tenders or expropriation proceedings, surety, performance or appeal bonds, costs of litigation when required by law, public and statutory obligations, and warehousemen's, starers', repairers', carriers' and other similar Liens and deposits;

(vii) security or letters of credit given to a public utility or any municipality or government or to any statutory or public authority to secure obligations incurred to such utility, municipality, government or other authority in the ordinary course of business and not at the time overdue and not then entitled to be drawn upon;

(viii) the right reserved to or vested in any Governmental Authority by any statutory provision;

(ix) Liens in connection with clauses (iii), (v) and (vi) of the definition of "Permitted Debt"; and

(x) Liens existing as of the Closing Date and set out in Schedule 1.1(CCCCC).

(vvvv) "**Person**" means any legal or natural person, corporation, company, firm, joint venture, partnership, whether general, limited or undeclared, trust, association, unincorporated organization, Governmental Authority or other entity of whatever nature.

(wwww) "**Prime Rate**" means, at any time the rate of interest per annum equal to the variable annual rate of interest established by the Lender from time to time as its reference rate then in effect for determining rates of interest on Canadian Dollar loans to its customers in Canada and designated as its Canadian Prime Rate, provided that in no event shall the Prime Rate be less than zero.

(xxxx) "**Prime Rate Advance**" means an Advance in Canadian Dollars to which the Prime Rate is applicable.

(yyyy) "**Purchase Money Obligation**" means any secured Debt of an Obligor created or assumed to finance any part of the purchase price of real or tangible personal property, and including any extensions, renewals or refunding of any such Debt, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and the Lien given in respect of such Debt shall not extend to any asset other than the property acquired in connection with which such Debt was created or assumed, any proceeds thereof and fixed improvements, if any, erected or constructed thereon.

(zzzz) "**Release**" means discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

(aaaaa) "**Rollover**" means with respect to any SOFR Advance or CORRA Advance, the continuation of all or a portion of such Advance for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto.

(bbbbb) "**Revolving Facility**" means the committed revolving credit facility in the maximum principal amount of CDN$40,000,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 2.

(ccccc) "**Revolving Facility Maturity Date**" means the earlier of (i) three (3) years from the Closing Date; and (ii) the date on which the Credit Facilities are terminated in accordance with Section 13.2.

(ddddd) "**Revolving Loans**" means, at any time, the aggregate outstanding amount of all Advances under the Revolving Facility at such time.

(eeeee) "**Ruttan Litigation**" means, as of the Closing Date, the arbitration proceedings between the Province of Manitoba and the Borrower regarding breach of contractual terms pertaining to the remediation project undertaken by the Borrower at the Ruttan Mine site in the Province of Manitoba.

(fffff) "**Sanctioned Person**" means any Person that is: (a) designated under, listed on, or owned or controlled by a Person designated under or listed on, or acting on behalf of a Person designated under or listed on, any list of Persons who are subject to Sanctions under Applicable Law that is binding on the Lender or any Obligor; (b) located in, incorporated under the laws of, or owned or controlled (directly or indirectly) by, or acting on behalf of a Person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (c) with whom the Lender would not be permitted to make a loan, continue to make a loan or provide financial accommodation to pursuant to any Sanctions.

(ggggg) "**Sanctions**" means any Applicable Law governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including, without limitation, the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), Part II.1 of the *Criminal Code* (Canada), and the *Export and Import Permits Act* (Canada), and any regulations thereunder.

(hhhhh) "**Sanctions Authority**" means any of: (a) the government of Canada; (b) the government of the United States of America; (c) the United Nations Security Council; (d) the European Union; (e) His Majesty's Treasury of the United Kingdom; (f) the respective departments and agencies of any of the foregoing, including Foreign Affairs, Trade and Development Canada, Public Safety Canada, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State; and (g) any other relevant and applicable sanctions authority.

(iiiii) "**Security Documents**" means collectively all present and future documents, agreements and instruments pursuant to which an Obligor grants a Lien to or for the benefit of the Lender, alone or together with any other Person, in any of its collateral securing all or any part of the Obligations, including the documents listed in Section 12.1.

(jjjjj) "**SOFR Advance**" means an Advance in US Dollars which accrues interest calculated with reference to Term SOFR, and each Rollover in respect thereof.

(kkkkk) "**Subordinated Debt**" of a Person means Debt of such Person which is validly and effectively subordinated and postponed in right of payment of principal, interest and premium, if any, to the payment in full of the Obligations (other than (x) contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made and (y) other payments agreed to by Lender pursuant to the applicable subordination or intercreditor agreement) by way of an agreement in form and substance satisfactory to the Lender.

(llllll) "**Subsidiary**" or "**Subsidiaries**" means the Borrower and each Guarantor and any other Person which now or hereafter is Controlled, directly or indirectly, by Quantum Holdings LP (other than any Joint Ventures or TS LP).

(mmmmm) "**Tax**" means all taxes, assessments, levies, imposts, stamp taxes, duties, charges to tax, fees, deductions, withholdings and any restrictions or conditions resulting in a charge imposed, levied, collected, withheld or assessed as of the date of this Agreement or at any time in the future, and all penalty, interest and other payments on or in respect thereof.

(nnnnn) "**Term CORRA**" means, for any calculation with respect to a Term CORRA Advance, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Canadian Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three Business Days prior to such Periodic Term CORRA Determination Day.

(ooooo) "**Term CORRA Adjustment**" means, for any calculation with respect to a Term CORRA Advance, the percentage per annum set forth in the table below that corresponds to the applicable Interest Period therefor:

Interest Period	**Term CORRA Adjustment (% per annum)**
One month	0.29547
Three months	0.32138

(ppppp) "**Term CORRA Administrator**" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

(qqqqq) "**Term CORRA Advance**" means a Drawdown of, or Conversion into, a Canadian dollar loan which accrues interest calculated with reference to Adjusted Term CORRA, and each Rollover in respect thereof.

(rrrrr) "**Term CORRA Reference Rate**" means the forward-looking term rate based on CORRA.

(sssss) "**Term Facility**" means the committed non-revolving term facility in the maximum principal amount of CDN$35,000,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 3.

(ttttt) "**Term Facility Maturity Date**" means the earlier of (i) the date which is three (3) years from the Closing Date; and (ii) the date on which the Credit Facilities are terminated in accordance with Section 13.2.

(uuuuu) "**Term Loan**" means, at any time, the aggregate amount of all Advances under the Term Facility.

(vvvvv) "**Term SOFR**" means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the "**Term SOFR Determination Day**") that is two (2) Banking Days prior to the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Banking Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Banking Day is not more than three (3) Banking Days prior to such Term SOFR Determination Day.

(wwwww) "**Term SOFR Adjustment**" means, for any calculation with respect to a SOFR Advance, the percentage per annum set forth in the table below that corresponds to the applicable Interest Period therefor:

(i) One month: 0.10%

(ii) Three months: 0.15%

(iii) Six months: 0.25%

(xxxxx) "**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Lender in its reasonable discretion).

(yyyyy) "**Term SOFR Reference Rate**" means the per annum forward-looking term rate based on SOFR.

(zzzzz) "**Total Funded Debt**" means the principal amount of the Borrower's indebtedness (including the undrawn amount of all outstanding Letters of Credit) to the Lender

under this Agreement or any other Loan Document, Purchase Money Obligations and Capital Lease Obligations, Subordinated Debt, 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 over such Unrestricted Cash.

(aaaaaa) "**Total Funded Debt to Combined EBITDA Ratio**" means the ratio of Total Funded Debt to Combined EBITDA on a 12 month trailing basis, in each case in respect of the Obligors on a consolidated basis.

(bbbbbb) "**Unfunded Capital Expenditure**" shall mean any Capital Expenditure not funded with Capital Leases or third party Debt.

(cccccc) "**Unrestricted Cash**" means cash and Cash Equivalents of the Borrower that do not appear on the Borrower's balance sheet as restricted cash.

(dddddd) "**US Dollars**" and the symbol "US$" each means the lawful money of the United States of America in same day immediately available funds.

(eeeeee) "**Withholding Agent**" means the Borrower and its administrative agents.

(ffffff) "**written**" or "**in writing**" shall include printing, typewriting, or any electronic means of communication capable of being visibly reproduced at the point of reception including telecopier and electronic data interchange.

1.2 Computation of Time Periods

In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

1.3 Headings and Table of Contents

The headings of Articles and Sections and the table of contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 References

Unless the context otherwise requires, all references to Sections, Articles and Schedules are to Sections, Articles and Schedules in this Agreement.

1.5 Singular and Plural; Gender

In this Agreement, where the context admits, the singular includes the plural and vice versa; and gender is used as a reference term only and applies with the same effect whether the parties are of masculine or feminine gender, corporate or other form.

1.6 GAAP

Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

All calculations of the components of financial information to be made to determine compliance by the Obligors with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as of the date hereof and used in preparation of the financial statements of the Obligors. In the event of the adoption by the Obligors of International Financial Reporting Standards (IFRS) (if not already adopted), or in the event of any material change in GAAP, the Borrower and the Lender shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Agreement as of the date hereof, and any new ratio or covenant shall be subject to the approval of the Lender. In the event that such negotiation is unsuccessful, all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as of the date hereof.

1.7 Definition of Borrower "Knowledge"

Any reference to the Borrower's "knowledge" set forth herein shall mean the actual knowledge, after commercially reasonable inquiry, of the Borrower's senior management.

1.8 Incorporation of Exhibits and Schedules

The following exhibits and schedules attached hereto shall, for all purposes hereof, form an integral part of this Agreement.

EXHIBIT A: COMPLIANCE CERTIFICATE
EXHIBIT B: NOTICE OF BORROWING REVOLVING FACILITY
EXHIBIT C: NOTICE OF BORROWING TERM FACILITY
EXHIBIT D: NOTICE OF CONVERSION
EXHIBIT E: NOTICE OF ROLLOVER
EXHIBIT F: NOTICE OF OPTIONAL REPAYMENT
SCHEDULE 1.1(CCCCC): PERMITTED LIENS
SCHEDULE 10.1(L): INTELLECTUAL PROPERTY
SCHEDULE 10.1(R): OBLIGORS' JURISDICTION ETC.
SCHEDULE 10.1(U): CORPORATE CHART
SCHEDULE 10.1(V): BANK ACCOUNTS
SCHEDULE 10.1(W): REAL PROPERTY
SCHEDULE 10.1(Z): INVESTMENT PROPERTY

ARTICLE 2 - REVOLVING FACILITY

2.1 Revolving Facility

Subject to the terms of this Agreement, the Lender agrees to make the Revolving Facility available to the Borrower in one or more Advances from the Closing Date until the Revolving Facility Maturity Date; provided that the Lender shall have no obligation to make any Advance if a Default or an Event of Default has occurred and is continuing under this Agreement.

2.2 Availability

The Revolving Loans shall not at any time exceed CDN$40,000,000 or the Equivalent Amount in US Dollars. The aggregate face value of all Letters of Credit outstanding at any one time shall not exceed CDN$8,000,000 or the Equivalent Amount in US Dollars.

2.3 Use of Proceeds

The Borrower agrees to use the proceeds of the Revolving Facility for Permitted Acquisitions, to repay existing indebtedness and for general working capital and general corporate requirements.

2.4 Advances under Revolving Facility

(a) Subject to the terms and conditions hereof from time to time, from the date hereof until the Revolving Facility Maturity Date, the Borrower may borrow from the Lender up to the amount available under the Revolving Facility pursuant to Section 2.2 above in Canadian Dollars by way of Prime Rate Advances, CORRA Advances, and Letters of Credit and in US Dollars by way of Base Rate Advances, SOFR Advances and Letters of Credit (provided that the maximum amount of the Letters of Credit outstanding at any one time cannot exceed CDN$8,000,000 or the Equivalent Amount in US Dollars) and provided the amount of SOFR Advances shall be at least $500,000, with terms of 1, 3 or 6 months, subject to market availability.

(b) The Notice of Borrowing Revolving Facility shall be irrevocable and binding on the Borrower and the Drawdown Date shall be a Banking Day.

(c) Within the limits of Section 2.2 above and subject to the other terms and conditions of this Agreement, the Borrower may borrow under this Section 2.4(c), repay pursuant to Section 5.2 and re-borrow under this Section 2.4.

(d) CORRA Advances shall be available for one (1) month or three (3) month terms.

2.5 Letters of Credit

(a) **Letters of Credit.** If the Borrower wishes the Lender to issue a Letter of Credit under the Revolving Facility, the following terms and conditions shall apply:

(i) the Borrower shall submit a Notice of Borrowing Revolving Facility at least five (5) Banking Days prior to the date of issuance of the applicable Letter of Credit together with an executed Letter of Credit Agreement, the terms of the Letter of Credit that the Borrower is requesting, and such other documents or information as the Lender may require;

(ii) no Letter of Credit shall have a maturity date that is greater than one year from the date of its issuance or which extends beyond one month prior to the Revolving Facility Maturity Date;

(iii) the Lender shall not have any obligation to issue any Letter of Credit that is not in a form, and on such terms as are, satisfactory to the Lender in its sole discretion;

(iv) except as may be expressly provided in a Notice of Borrowing Revolving Facility, Letters of Credit will be issued subject to the Uniform Customs and Practice for Documentary Credits, 2007 revision, International Chamber of Commerce Publication No. 600 (UCP 600) or the International Standby Practices 1998, ICC Publication No. 590 (ISP98), as applicable, or any more recent versions thereof;

(v) the maximum amount available to be drawn under each Letter of Credit shall be deemed to be an Advance under the Revolving Facility, which Advance shall be retired upon the earlier of (A) the date the Letter of Credit is returned to the Lender for cancellation, (B) the expiry date of the Letter of Credit, or (C) to the extent of the amount of a drawing under the Letter of Credit, the date on which a drawing under the Letter of Credit is either repaid or deemed to be a Prime Rate Advance or Base Rate Advance, as applicable, under the Revolving Facility pursuant to Section 2.4(a); and

(vi) the Lender may, in its sole discretion, use any agent or correspondent to advise, confirm or issue a Letter of Credit or take any other action in connection with a Letter of Credit.

(b) **Letter of Credit Fees and Expenses**.

(i) as a condition precedent to the issuance or renewal of any Letter of Credit, the Borrower shall pay to the Lender a fee (the "**Letter of Credit Fee**") which shall be calculated by multiplying (A) the maximum amount available under the Letter of Credit by (B) the Letter of Credit Fee Rate and by (C) the fraction of a calendar year that the Letter of Credit will be available for.

(ii) in addition to the Letter of Credit Fee, and without limiting the Borrower's obligations under any Letter of Credit Agreement, the Borrower shall pay to the Lender all of the Lender's normal charges, fees and expenses incurred

by the Lender in connection with the issuance, maintenance, amendment or administration of a Letter of Credit by the Lender on demand by the Lender.

(c) **Drawings Under Letters of Credit.** If at any time, the Lender receives a demand for payment under a Letter of Credit:

(i) the Lender shall notify the Borrower of such demand;

(ii) the Borrower shall reimburse the Lender for all amounts paid out by the Lender as a result of such demand in accordance with the terms and conditions of the relevant Letter of Credit Agreement; and

(iii) amounts not paid when due under any Letter of Credit Agreement shall be deemed to be Prime Rate Advances or Base Rate Advances, as applicable made under the Revolving Facility on the date such amounts were due under the relevant Letter of Credit Agreement.

(d) **Indemnity.** Without in any way limiting the obligations of the Borrower under any Letter of Credit Agreement or under any other Loan Document, the Borrower unconditionally agrees that it shall indemnify and hold the Lender harmless from and against all losses, damages, liability, costs and expenses (including without limitation, legal fees and expenses) incurred by the Lender in connection with each Letter of Credit, except where, and to the extent that, such losses, damages, liability, costs or expenses directly arise from the gross negligence or wilful misconduct of the Lender.

(e) **Cash Collateral Requirements**.

(i) if (A) any Letter of Credit is outstanding on the Revolving Facility Maturity Date, (B) an Event of Default has occurred and is continuing, (C) any Letter of Credit is the subject matter of any order, judgment, injunction or other such determination restricting payment under such Letter of Credit or extending the Lender's liability beyond the expiration date stated in such Letter of Credit, or (D) the Borrower wishes to prepay its obligations under or in respect of a Letter of Credit in accordance with Section 6.2, then the Borrower shall forthwith on demand by the Lender, pay to the Lender an amount in cash or Cash Equivalents in the currency of the Lender's obligations under each applicable Letter of Credit equal to the undrawn principal amount of all outstanding Letters of Credit plus an amount reasonably determined by the Lender to cover its fees, expenses and charges in connection with such Letters of Credit (the "**Cash Collateral**");

(ii) concurrently with the delivery of Cash Collateral to the Lender, the Borrower shall deliver to the Lender all such documentation as the Lender may require in order to create a security interest in the Cash Collateral in favour of the Lender, including (without limitation) a pledge, control or hypothecation agreement, and directors' resolutions; and

(iii) the Lender shall hold the Cash Collateral in an account (the "**LC Collateral Account**") as continuing security for the obligations of the Borrower to the Lender under or in connection with the Letter of Credit Agreement, and shall apply the Cash Collateral to any indebtedness, liability or obligation of the Borrower arising under or in connection with such agreement. In the event that a Letter of Credit matures or is returned for cancellation undrawn and (in each case) is not subject to an order described in Section 2.5(e)(i)(C), the Lender shall return the portion of the Cash Collateral corresponding to the undrawn amount of such Letter of Credit to the Borrower. Amounts held in the LC Collateral Account may not be withdrawn by the Borrower, however, interest on such deposited amounts (at the rates and in accordance with the then-prevailing practice of the Lender for accounts of such type) shall be for the account of the Borrower and may be withdrawn by the Borrower from time to time so long as no Event of Default is then occurring.

ARTICLE 3 - THE TERM FACILITY

3.1 Term Facility

Subject to the terms of this Agreement, the Lender agrees to make the Term Facility available to the Borrower by way of one or more Advances available to the Lender from the Closing Date to the six (6) month anniversary of the Closing Date, provided that the Lender shall have no obligation to make any Advance if a Default or an Event of Default has occurred and is continuing under this Agreement. Any portion of the Term Facility not drawn on or before the six (6) month anniversary of the Closing Date, shall cease to be available and the limit of the Term Facility shall be reduced accordingly.

3.2 Use of Proceeds

The Borrower agrees to use the proceeds of the Advances under the Term Facility to (a) refinance the Borrower's existing Debt with the Lender under the Existing Commitment Letter (provided that, for greater certainty, no fee or penalty shall be payable on account of such refinancing of the indebtedness owing under the Existing Commitment Letter); (b) to finance the Distribution in the aggregate amount of $35,000,000 payable to WeShall Investments Inc. and 2539593 Ontario Inc.; and (c) to finance Permitted Acquisitions and Permitted Investments.

3.3 Advances under the Term Facility

(a) Subject to the terms and conditions hereof, from the Closing Date until the Term Facility Maturity Date, the Borrower may borrow from the Lender up to the amount available under the Term Facility pursuant to Section 3.2 above in Canadian Dollars by way of Prime Rate Advances or CORRA Advances.

(b) The Notice of Borrowing Term Facility shall be irrevocable and binding on the Borrower and the Drawdown Date shall be a Banking Day.

(c) CORRA Advances shall be available for one (1) month or three (3) month terms.

ARTICLE 4 - DETAILS REGARDING ADVANCES AND PAYMENTS

4.1 Notice Provisions

(a) For each Drawdown, Rollover, Conversion and each optional repayment with respect to the Revolving Facility or Term Facility, as applicable, the Lender shall have received prior to noon (Toronto time) from the Borrower a Notice of Borrowing Revolving Facility, Notice of Borrowing Term Facility, Notice of Conversion, Notice of Rollover or a Notice of Optional Repayment:

(i) at least one (1) Banking Day prior to the date of Drawdown, Conversion, Rollover or Optional Repayment, as the case may be except that:

(A) notice shall be given no later than noon (Toronto) time on the third (3rd) Business Day prior to the date of any proposed Drawdown, Conversion, or Rollover of a CORRA Advance.

(ii) provided that CORRA Advances and SOFR Advances may only be repaid on the last day of the applicable Interest Period.

(iii) Provided that CORRA Advances, SOFR Advances and Letters of Credit shall mature on or prior to the Term Facility Maturity Date or the Revolving Facility Maturity Date, as applicable.

(b) Subject to the terms and conditions of this Agreement, the Borrower may convert the whole or any part of any type of Advance in the same currency by giving the Lender a Notice of Conversion.

(c) Subject to the terms and conditions of this Agreement, the Borrower may Rollover any CORRA Advance or SOFR Advances on the last day of the applicable Interest Period, by giving the Lender a Notice of Rollover.

(d) If the Borrower gives a Notice of Borrowing Revolving Facility, a Notice of Borrowing Term Facility, a Notice of Conversion, a Notice of Rollover, to the Lender in accordance this Section, the Lender shall, no later than 1:00 p.m. (Toronto time) on the Drawdown Date, Rollover Date, Conversion Date make or procure to be made the Borrowing available to the Borrower.

4.2 Conversion and Rollover

(a) Subject to the terms and conditions of this Agreement, upon giving the Lender a Notice of Conversion, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to convert:

(i) CORRA Advances to Prime Rate Advances, provided that any such conversion can only be made on the last day of an Interest Period with respect thereto.

(ii) Prime Rate Advances to CORRA Advances (which Conversion Notice must specify the length of the initial Interest Period).

(iii) SOFR Advances to Base Rate Advances, provided that any such conversion can only be made on the last day of an Interest Period with respect thereto.

(iv) Base Rate Advances to SOFR Advances (which Conversion Notice must specify the length of the initial Interest Period).

(b) Subject to the terms and conditions of this Agreement, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to Rollover any SOFR Advance upon the expiration of the then current Interest Period with respect thereto by giving the Lender a Notice of Rollover and provided that if the Borrower shall fail to give a Notice of Rollover for Rollovers, such SOFR Advance shall be converted automatically to a Base Rate Advance on the last day of such then expiring Interest Period;

(c) Subject to the terms and conditions of this Agreement, and provided that no Default or Event of Default has occurred or is continuing, the Borrower may elect to Rollover any CORRA Advance upon the expiration of the then current Interest Period with respect thereto by giving the Lender a Notice of Rollover and provided that if the Borrower shall fail to give a Notice of Rollover for Rollovers, such CORRA Advance shall be converted automatically to a Prime Rate Advance on the last day of such then expiring Interest Period.

(d) No Daily Compounded CORRA Advance can be rolled over, and no Advance can be converted into a Daily Compounded CORRA Advance if it would result in an outstanding Advance with an Interest Period ending after the Term Facility Maturity Date or Revolving Facility Maturity Date, as applicable. No Term CORRA Advance can be rolled over, and no Advance can be converted into a Term CORRA Advance if it would result in an outstanding Advance with an Interest Period ending after the Term Facility Maturity Date or Revolving Facility Maturity Date, as applicable.

4.3 Existing Bankers' Acceptances

(a) No Advances by way of Bankers' Acceptances are available under the Credit Facility; provided, however, that any Bankers' Acceptances that are outstanding on the date hereof shall remain in effect following such date until the stated maturity of such Bankers' Acceptances. On the maturity of any outstanding Bankers'

Acceptances, the Borrower may submit a Conversion Notice to convert such Bankers' Acceptance in accordance with Sections 2.4 and 3.3, failing which such Advance with be automatically converted to a Prime Rate Advance.

4.4 Minimum Amounts

(a) Each Drawdown, Conversion or Rollover made under this Agreement of the following types of Advances shall be in the following amounts:

(i) Prime Rate Advances and CORRA Advances in connection with the Term Facility shall be in minimum principal amounts of CDN$250,000 and in integral multiples of CDN$50,000;

(ii) Prime Rate Advances and Base Rate Advances in connection with the Revolving Facility shall be in minimum principal amounts of CDN$250,000 and in integral multiples of CDN$100,000; and

(iii) CORRA Advances and SOFR Advances in connection with the Revolving Facility shall be in minimum aggregate amounts of CDN$500,000 and in integral multiples of CDN$100,000.

ARTICLE 5 - REPAYMENT AND REDUCTION

5.1 Mandatory Repayment of the Loans

(a) **Revolving Facility.** The Borrower covenants and agrees that on the Revolving Facility Maturity Date it shall repay in full to the Lender the principal amount then outstanding under the Revolving Facility together with all unpaid interest accrued thereon and all other Obligations (other than contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made) under the Credit Facilities and under or pursuant to this Agreement and the other Loan Documents.

(b) **Term Facility**. The Term Facility shall amortize at a rate equal to five percent (5%) per annum. The Borrower shall permanently repay the principal amount of all Advances under the Term Facility, by way of equal quarterly installments (commencing on the first full quarter after the Closing Date), which shall be payable on the last Banking Day of each quarter and a bullet payment on the Term Facility Maturity Date; provided further that Borrower shall repay all Obligations then outstanding under or in connection with the Term Facility, including the Term Loan, all accrued interest, fees and other amounts then unpaid with respect to such Advances, in full on the Term Facility Maturity Date and the Term Facility shall be automatically terminated on the Term Facility Maturity Date. Notwithstanding the foregoing, where Total Funded Debt to Combined EBITDA is <2.25:1.00 as at any

fiscal quarter, the Borrower shall not be required to make principal payments until such time as the Total Funded Debt to Combined EBITDA is ≥ 2.25:1.00.

(c) **Asset Dispositions/Insurance Proceeds/Debt and Equity.** In addition to the repayment requirements set out in clause (a) and (b) directly above, the Borrower shall repay the Credit Facilities from (i) proceeds of Asset Dispositions (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith) made outside of the ordinary course of business of any Obligor and not in accordance with Section 11.3(d), above an aggregate amount of CDN$1,000,000 in any fiscal year of such Obligor and not otherwise reinvested by such Obligor in an existing or new Asset within 180 days of receipt of such proceeds, provided that the Borrower delivers evidence reasonably satisfactory to the Lender that such replacement Asset has been acquired together with particulars and details of such replacement Asset; (ii) insurance and condemnation proceeds not otherwise reinvested by any Obligor in an existing or new Asset of such Obligor within 90 days after the receipt of such proceeds and provided further that the Borrower delivers evidence to the reasonable satisfaction of the Lender of such reinvestment; (iii) 100% of the proceeds of Debt (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith) other than Permitted Debt within two (2) Banking Days following the incurrence of such Debt; and (iv) 100% of the proceeds of any issuance of Capital Stock of any Obligor (net of reasonable, bona fide direct transaction fees, costs and expenses incurred in connection therewith), other than any issuance to an employee or director of any Obligor in connection with any incentive plan or similar arrangement, within two (2) Banking Days following the issuance of such Capital Stock. All such mandatory repayments shall be made without penalty or premium (except for breakage costs, if any) and shall be applied in reduction of the Term Loan in inverse order of maturity and then to the Revolving Loan.

5.2 Optional Repayments

(a) At any time prior to the Revolving Facility Maturity Date, the Borrower may elect to repay without penalty all or any Revolving Loans by delivering a Notice of Optional Repayment to the Lender, and on the Optional Repayment Date set forth therein the Borrower shall repay to the Lender all or any part of the Revolving Loans indicated on such Notice of Optional Repayment.

(b) The Borrower may elect to repay without penalty any Term Loan under the Term Facility by delivering a Notice of Optional Repayment to the Lender, and on the Optional Repayment Date set forth therein the Borrower shall repay to the Lender all or any part of the Term Loan indicated on such Notice of Optional Repayment together with accrued interest thereon to the date of repayment.

(c) Notwithstanding Section 5.2(a) and (b), (i) unexpired Letters of Credit may only be prepaid by the return thereof to the Lender for cancellation in accordance with the Lender's normal cancellation requirements or by providing Cash Collateral therefor as provided in Section 2.5(e); (ii) CORRA Advances, SOFR Advances and Letters

of Credit shall mature on or prior to the Term Facility Maturity Date or the Revolving Facility Maturity Date, as applicable; and (iii) CORRA Advances and SOFR Advances may only be prepaid on the last day of the applicable Interest Period. If any CORRA Advance or SOFR Advance is repaid or converted on any day other than the last day of the applicable Interest Period, the Borrower shall, within three Banking Days of receiving notice thereof from the Lender, pay to the Lender all costs, losses, premiums and expenses incurred by the Lender by reason of the liquidation or redeployment of deposits or other funds, or for any other reason whatsoever, resulting in each case from the repayment of such Advance or any part thereof on other than the last day of the applicable Interest Period. A certificate of the Lender as to the amount of costs, losses, premiums and expenses shall, in the absence of manifest error, be conclusive and binding for all purposes.

5.3 Requirements for Optional Repayments

Each optional repayment pursuant to Section 5.2 shall be subject to the following terms and conditions:

(a) each repayment shall be made on a Banking Day.

(b) the Borrower shall have given the Lender notice in accordance with Section 4.1 for each repayment under the Revolving Facility or Term Facility as applicable; and

(c) if a Notice of Optional Repayment is given, it shall be irrevocable and binding on the Borrower and the Borrower shall repay on the Optional Repayment Date specified in such notice, the amount stated in such notice with accrued interest to the date of such repayment; provided that any Notice of Optional Repayment may be conditioned upon the consummation of any financing or other transactional arrangement, the proceeds of which are intended to repay, in full, the Obligations (other than contingent or indemnification obligations not then due and obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made) and such Notice of Optional Repayment may be rescinded if such financing or arrangement is not thereafter consummated.

5.4 Authority to Debit

In respect of all amounts payable by the Borrower under this Agreement and if required by the Lender, the Borrower hereby irrevocably authorizes and instructs the Lender to withdraw from or debit, from time to time when such amounts are not paid when due, any account of the Borrower maintained with the Lender for the purpose of satisfying payment thereof. Lender shall promptly provide written notice to Borrower of any such withdrawal or debit.

5.5 Promissory Notes

Upon the request of the Lender, the Borrower shall prepare, execute and deliver to the Lender a promissory note of the Borrower payable to the Lender (or, if requested by the Lender, to the Lender and its permitted assigns) in a form approved by the Lender, which shall evidence the Revolving Loan or the Term Loan.

ARTICLE 6 - INTEREST AND FEES

6.1 Interest

Each Loan shall bear interest for each date on which it is outstanding as follows:

(a) in Canadian Dollars on each Prime Rate Advance, for each day on which it is outstanding at a rate per annum equal to the Prime Rate plus the Applicable Margin;

(b) in Canadian Dollars on each Term CORRA Advance, for each day on which it is outstanding, at a rate per annum equal to the Adjusted Term CORRA for the Interest Period applicable to such Advance plus the Applicable Margin;

(c) in Canadian Dollars on each Daily Compounded CORRA Advance, for each day on which it is outstanding, at a rate per annum equal to the Adjusted Daily Compounded CORRA for the Interest Period applicable to such Advance plus the Applicable Margin;

(d) in US Dollars on each Base Rate Advance, for each day on which it is outstanding at a rate per annum equal to the Base Rate plus the Applicable Margin;

(e) in US Dollars on each SOFR Advance, at a rate per annum equal to Adjusted Term SOFR for the Interest Period applicable to such Advance plus the Applicable Margin; provided, that if Term SOFR shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor;

(f) For the purposes of the *Interest Act* (Canada) and disclosure under such Act, whenever interest to be paid under this Agreement is to be calculated on the basis of any period of time that is less than a calendar year (a "deemed year") such rate of interest shall be expressed as a yearly rate by multiplying such rate of interest for the deemed year by the actual number of days in the calendar year in which the rate is to be ascertained and dividing it by the number of days in the deemed year.

6.2 Calculation and Payment of Interest

Interest on Prime Rate Advances, Base Rate Advances and SOFR Advances shall be calculated daily and payable in arrears on each Interest Payment Date commencing on the first of such dates to occur after the Closing Date.

6.3 Default Interest

Upon the occurrence of an Event of Default which is continuing, interest and fees on the Credit Facilities will be payable on all outstanding Obligations at the rate determined under Section 6.1 plus 2% per annum.

6.4 Determination of Interest Rates

All SOFR Advances and all computations of fees and interest applicable to SOFR Advances shall be made on the basis of a 360-day year and the actual number of days elapsed. All Prime Rate Advances and Base Rate Advances shall be made on the basis of 365/366 days for interest calculated at the Prime Rate and Base Rate. All CORRA Advances shall be made on the basis of 365 days for interest calculated at Term CORRA and Daily Compounded CORRA. The applicable interest rate for each Prime Rate Advance and Base Rate Advances shall change simultaneously with each change in the Prime Rate and Base Rate. Interest shall accrue on each Advance for the day on which the Advance is made, and shall not accrue on an Advance, or any portion thereof, for the day on which the Advance or such portion is paid. The Lender shall determine each interest rate applicable to the Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. For purposes of the *Interest Act* (Canada), (i) whenever any interest or fee under this Agreement is calculated using a rate based on a year of 365/365 days, rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 365/366 days (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 365/366, (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement, and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields. The Borrower for itself and for and on behalf of the other Obligors hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Loan Documents, that the interest payable under the Loan Documents and the calculation thereof has not been adequately disclosed to such Obligor, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other Applicable Law or legal principle. In connection with the use or administration of Term SOFR, the Lender shall have the right to make Conforming Changes from time to time, and notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Lender will promptly notify the Borrower of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

6.5 Ticking Fees

The Borrower shall pay to the Lender on a monthly basis a ticking fee on the unused portion of the Term Facility at the rate of set out in the definition of Applicable Margin, calculated daily and payable quarterly in arrears.

6.6 Standby Fees

The Borrower shall pay to the Lender on a monthly basis a standby fee on the unused portion of the Revolving Facility at the rate of set out in the definition of Applicable Margin, calculated daily and payable quarterly in arrears.

6.7 Commitment Fee

On the Closing Date, the Borrower shall pay to the Lender the commitment fee set out in the fee letter dated the same date as this Credit Agreement, 2023 between the Borrower and the Lender.

6.8 Maximum Interest

Notwithstanding any provision to the contrary contained herein or in any other Loan Document, no such provision shall require the payment or permit the collection of any amount of interest in excess of the maximum amount of interest permitted by Applicable Law or would result in receipt by the Lender of interest at a criminal rate (as such term is construed under the *Criminal Code* (Canada)) to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the Obligations outstanding under this Agreement or any other Loan Document (any such interest, "**Excess Interest**"). If any Excess Interest is provided for, or is adjudicated to be provided for, herein or in any other Loan Document, then in such event (i) the provisions of this Section shall govern and control, (ii) no Obligor shall be obligated to pay any Excess Interest, (iii) any Excess Interest that the Lender may have received hereunder shall, at the option of the Lender, be (A) applied as a credit against the then outstanding principal amount of Obligations hereunder, (B) refunded to the Borrower, or (C) any combination of the foregoing, (iv) the interest rate payable hereunder or under any other Loan Document shall be automatically subject to reduction to the maximum lawful contract rate allowed under applicable usury laws (the "**Maximum Rate**"), and this Agreement and the other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the relevant interest rate, and (v) no Obligor shall have any action against the Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest. Notwithstanding the foregoing, if for any period of time interest on any the Obligations is calculated at the Maximum Rate rather than the applicable rate under this Agreement, and thereafter such applicable rate becomes less than the Maximum Rate, the rate of interest payable on the Obligations shall remain at the Maximum Rate until the Lender have received the amount of interest which the Lender would have received during such period on the Obligations had the rate of interest not been limited to the Maximum Rate during such period.

ARTICLE 7 - CHANGE IN CIRCUMSTANCES

7.1 Market Disruption

(a) **CORRA Advances.** if, on or before the first day of any Interest Period for a Term CORRA Advance or a Daily Compounded CORRA Advance, as applicable:

(i) the Lender determines (which determination shall be conclusive and binding absent manifest error) that Adjusted Term CORRA or Adjusted

Daily Compounded CORRA, as applicable, cannot be determined pursuant to the definition thereof for reasons other than a Canadian Benchmark Transition Event; or

(ii) the Lender determines (which determination shall be conclusive and binding absent manifest error) that, for any reason in connection with any request for a Term CORRA Advance or a Daily Compounded CORRA Advance, as applicable or a Conversion thereto or a Rollover thereof that Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Advance or a Daily Compounded CORRA Advance, as applicable, does not adequately and fairly reflect the cost to such Lender of making and maintaining such Advance,

the Lender will promptly notify the Borrower of such determination. From and after delivery of such notice by the Lender, the Lender shall not be obliged to make Term CORRA Advances or Daily Compounded CORRA Advances hereunder until such time as Lender determines, in good faith, that the circumstances giving rise to such situation no longer exist and gives notice thereof to the Borrower, and any further Notice of Borrowing Revolving Facility, Notice of Borrowing Term Facility, Conversion Notice or Rollover Notice requesting a Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, shall be deemed to be a Notice of Borrowing Revolving Facility, Notice of Borrowing Term Facility, or Conversion Notice, as applicable, requesting a Prime Rate Advance in the same aggregate principal amount.

(b) **SOFR Advances.** If the Lender determines (which determination shall be conclusive and binding absent manifest error) at any time that Term SOFR cannot be determined pursuant to the definition thereof, the Lender will promptly notify the Borrower of such determination. From and after delivery of such notice by the Lender, the Lender shall not be obliged to provide SOFR Advances hereunder until such time as the Lender determines in good faith that the circumstances giving rise to such situation no longer exist and gives notice thereof to the Borrower, any further Notice of Borrowing Term Facility, Notice of Borrowing Revolving Facility, Conversion Notice or Rollover Notice requesting a SOFR Advance shall be deemed to be a Notice of Borrowing Term Facility or a Notice of Borrowing Revolving Facility requesting a Base Rate Advance in the same aggregate principal amount. While such circumstances exist, any outstanding SOFR Advances will be deemed to be converted into Base Rate Advance at the end of the applicable Interest Period.

7.2 Increased Costs and Taxes

If any change in Applicable Law, including any change in Applicable Law relating to any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of the Lender, or if any change in Applicable Law shall subject the Lender to any Taxes (other than Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto and the result of which, is reasonably determined by the Lender to have the effect of increasing the cost of funding to the Lender or reducing its effective return on its capital, the Lender shall provide written notice of such change to the Borrower (a "**Yield Impairment Notice**"), which Yield Impairment Notice shall provide a reasonable, documented estimates of the increased costs or reduced rates of return during the remaining term of the Credit Facilities. Upon receipt of the Yield Impairment Notice: (i) notwithstanding any provision of this Agreement, the Borrower shall have the right to terminate the Credit Facilities within a 90 day period from the date of receipt of the Yield Impairment Notice without penalty, and (ii) the Borrower shall indemnify the Lender against such reasonable and documented increased costs and/or reduced effective return.

7.3 Illegality

Notwithstanding anything to the contrary contained in this Agreement, if any introduction of or change occurring after the date of this Agreement in any Applicable Law, policy, exchange control, guideline or official directive (whether or not having the force of law) or any change in the interpretation or application thereof by any court or by any Governmental Authority charged with the administration thereof makes it unlawful or prohibited for the Lender to make, fund or maintain all or any Prime Rate Advance or Base Rate Advance, the Lender shall notify the Borrower in writing of the change and the Borrower shall either convert such Borrowings into another unaffected form of Advance or repay all affected Borrowings together with accrued interest up to the date of payment, and in any such event the obligations of the Lender to make any further Advance shall terminate for so long as any circumstance entitling the Lender to give such a notice shall continue.

7.4 Benchmark Replacement Setting (SOFR)

Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Lender may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment will become effective at 5:00 p.m. (Toronto time) on the fifth (5th) Banking Day after the date such proposed amendment is provided to the Borrower without any action or consent of the Borrower. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section will occur prior to the applicable Benchmark Transition Start Date.

(b) **Benchmark Replacement Conforming Changes**. In connection with the implementation, use, adoption and administration of a Benchmark Replacement,

the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) **Notices; Standards for Decisions and Determinations**. The Lender will promptly notify the Borrower of (i) the occurrence of any Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, and (iv) the commencement or conclusion of any Benchmark Unavailability Period. The Lender will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark and the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(d) **Unavailability of Tenor of Benchmark**. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement):

(i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate), and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion, or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of this Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time, to remove such unavailable, non-representative, non-compliant or non-aligned tenor, and

(ii) if a tenor that was removed pursuant to Section (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement), or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks (including a Benchmark Replacement), then the Lender may modify the definition of

"Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time, to reinstate such previously removed tenor.

(e) **Benchmark Unavailability Period**. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Advance, conversion or Rollover of a SOFR Advance to be made, or rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for, or a conversion to, a Base Rate Advance, as applicable.

(f) **Definitions**.

(i) "**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case as of such date and not including any tenor for such Benchmark that is then-removed from the definition of Interest Period pursuant to Section 7.4(d).

(ii) "**Benchmark**" means, initially, the Term SOFR Reference Rate; *provided that* if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4(a).

(iii) "**Benchmark Replacement**" means, either of the following to the extent selected by the Lender in its unilateral discretion:

(A) Daily Simple SOFR; or

(B) the sum of (i) the alternative benchmark rate that has been selected by the Lender and the Borrower as the replacement for the then-current Benchmark giving due consideration to (a) any selection or recommendation of a benchmark rate or mechanism for determining such a rate by the Relevant Governmental Body, and (b) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for US Dollar syndicated or bilateral credit facilities in the United States of America at such time; and (ii) the related Benchmark Replacement Adjustment;

provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be Floor for the purposes of this Agreement and the other Loan Documents.

(iv) **"Benchmark Replacement Adjustment"** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Lender and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date, or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for US Dollar-denominated syndicated or bilateral credit facilities in the United States of America at such time.

(v) "**Benchmark Replacement Conforming Changes**" means, with respect to either the use or adoption of Term SOFR or the use, adoption, administration or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Banking Day," the definition of "Interest Period" or any similar or analogous definition, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or rollover notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such rate or to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

(vi) **"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark:

(A) In the case of clause (vii)(A) or clause (vii)(B) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the date on which the administrator of such Benchmark (or the

published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(B) In the case of clause (vii)(C) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (C) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (A) or clause (B) of this definition with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

(vii) "**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(A) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(B) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar

insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component); or

(C) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Association of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

(viii) **"Benchmark Transition Start Date"** means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date, and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of the date of such public statement or publication of information (or, if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

(ix) **"Benchmark Unavailability Period**" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 7.4, and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 7.4.

(x) "**Conforming Changes**" means with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate," the definition of "Banking Day," the definition of "Interest

Period," the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

(xi) "**Floor**" means the rate per annum of interest equal to 0%.

(xii) "**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States or the Federal Reserve Bank of New York, or any successor thereto.

(xiii) "**SOFR**" means a rate per annum equal to the secured overnight financing rate for such Banking Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

(xiv) **"Unadjusted Benchmark Replacement"** means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

7.5 Benchmark Replacement Setting

(a) **Canadian Benchmark Replacement.**

(i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior to any setting of the then-current Canadian Benchmark, then (x) if a Canadian Benchmark Replacement is determined in accordance with clause (A) of the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of such Canadian Benchmark setting and subsequent

Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Canadian Benchmark Replacement is determined in accordance with clause (B) of the definition of "Canadian Benchmark Replacement" for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Canadian Benchmark Replacement is provided by the Lender to the Borrower without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document. If the Canadian Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

(ii) No Hedging Arrangement shall be deemed to be a "Loan Document" for purposes of this Section.

(b) **Canadian Benchmark Replacement Conforming Changes**. In connection with the use, administration, adoption, or implementation of a Canadian Benchmark Replacement, the Lender will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) **Notices; Standards for Decisions and Determinations**. The Lender will promptly notify the Borrower of (i) the implementation of any Canadian Benchmark Replacement, (ii) the effectiveness of any Canadian Benchmark Replacement Conforming Changes; (iii) the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to Subsection (d), and (iv) the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender or, if applicable, any Lender or group of Lenders pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section.

(d) **Unavailability of Tenor of Canadian Benchmark**. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement):

(i) if the then-current Canadian Benchmark is a term rate (including Term CORRA), and either (A) any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion, or (B) the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time, to remove such unavailable or non-representative tenor, and

(ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement), or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Lender may modify the definition of "Interest Period" (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time, to reinstate such previously removed tenor.

(e) **Canadian Benchmark Unavailability Period**. Upon the Borrower's receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of an Advance based on the then-current Canadian Benchmark to be made, converted or rolled over during any Canadian Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for, or a conversion to, (i) for a Canadian Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA, and (ii) for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than Term CORRA, Canadian Prime Rate Advances.

(f) **Definitions**. For the purposes of this Section:

(i) "**Available Canadian Tenor**" means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x) if such Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case as of such date and not including any tenor for such Canadian Benchmark that is then removed from the definition of Interest Period pursuant to Section (d).

(ii) "**Canadian Benchmark**" means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; *provided that* if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then "Canadian Benchmark" means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to this Section.

(iii) "**Canadian Benchmark Replacement**" means, with respect to any Canadian Benchmark Transition Event:

(A) where a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA; and

(B) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of (i) the alternative benchmark rate that has been selected by the Lender and the Borrower giving due consideration to (a) any selection or recommendation of a replacement benchmark rate or mechanism for determining such a rate by the Relevant Canadian Governmental Body, and (b) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for syndicated credit facilities denominated in Canadian dollars, and (ii) the related Canadian Benchmark Replacement Adjustment;

provided that if the Canadian Benchmark Replacement as so determined would be less than the Floor, such Canadian Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

(iv) **"Canadian Benchmark Replacement Adjustment"** means, with respect to any replacement of the then-current Canadian Benchmark with an Unadjusted Canadian Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Lender and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement by the Relevant Canadian Governmental Body, and (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the

applicable Unadjusted Canadian Benchmark Replacement for Canadian dollar-denominated syndicated credit facilities at such time.

(v) **"Canadian Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Canadian Benchmark:

(A) In the case of clause (A) or clause (B) of the definition of " Canadian Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Canadian Tenors of such Canadian Benchmark (or such component thereof); or

(B) In the case of clause (C) of the definition of " Canadian Benchmark Transition Event", the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; *provided that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (C) and even if any Available Canadian Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Canadian Benchmark Replacement Date" will be deemed to have occurred in the case of clause (A) or clause (B) of this definition with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Canadian Tenors of such Canadian Benchmark (or the published component used in the calculation thereof).

(vi) "**Canadian Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark:

(A) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Canadian Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; *provided that*, at the time of such statement or publication, there is no successor administrator

that will continue to provide any Available Canadian Tenor of such Canadian Benchmark (or such component thereof);

(B) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Available Canadian Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; *provided that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Canadian Tenor of such Canadian Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Available Canadian Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Canadian Benchmark Transition Event" will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Canadian Tenor of such Canadian Benchmark (or the published component used in the calculation thereof).

(vii) "**Canadian Benchmark Unavailability Period**" means, the period (if any) (a) beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document, and (b) ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document.

(viii) "**Canadian Benchmark Replacement Conforming Changes**" means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption, or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Canadian Prime Rate," the

definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of the concept of an "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or rollover notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or the Lender determines that no market practice for the administration of such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

(ix) "**Relevant Canadian Governmental Body**" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

(x) **"Unadjusted Canadian Benchmark Replacement"** means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment.

ARTICLE 8 - PAYMENTS, TAXES, AND EXPENSES

8.1 Payments to the Lender

Unless otherwise specifically provided for, the Borrower shall make each payment pursuant to this Agreement before 2:00 p.m. (Toronto time) on the day specified for payment. All such payments shall be made by the Borrower in immediately available funds having same day value. Whenever a payment is due to be made on a day which is not a Banking Day, the day for payment shall be the following Banking Day.

8.2 Currency of Payment

All other amounts payable by the Borrower under this Agreement shall be payable in Canadian Dollars or US Dollars.

8.3 Set-Off

The Borrower shall make all payments hereunder regardless of any counterclaim, compensation or set-off.

8.4 Taxes

(a) Subject to the following sentence, the Borrower shall make all payments required under this Agreement free and clear of, and exempt from, and without deduction for, or on account of, any Tax, except as required by Applicable Law. If any Tax is required by Applicable Law to be deducted or withheld (as determined in the good faith discretion of the applicable Withholding Agent), the applicable Withholding Agent shall promptly remit to the relevant Governmental Authority the amount so deducted or withheld (and shall promptly deliver to the Lender the relevant receipts from such Governmental Authority evidencing such payment). If such Tax is an Indemnified Tax, the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding for Indemnified Taxes has been made (including such deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 8.4) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Taxes been made. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law. The Borrower further covenants to indemnify the Lender, after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by such Lender imposed on or with respect to any payment made by or on account of any Obligation of the Borrower under any Loan Document and any Other Taxes, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority.

(b) If the Lender receives a refund of a Tax for which a payment has been made by the Borrower pursuant to this Section 8.4, which refund in the good faith judgment of the Lender is attributable to such payment made by the Borrower, then the Lender shall reimburse the Borrower for such amount as the Lender reasonably determines to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position than it would have been if the payment had not been required. The Lender shall claim any refund that it determines, or which the Borrower reasonably determines and so notifies the Lender in writing, is available to it, unless it concludes in its reasonable discretion that it would be adversely affected by making such a claim.

8.5 Costs and Expenses

The Borrower will pay on demand to the Lender the amount of all reasonable costs and expenses (including reasonable legal and other professional fees) incurred by the Lender in connection with the implementation of the Credit Facilities (subject to such cap which may have been agreed to by the Borrower and the Lender) and, following the Closing Date, the reasonable costs and expenses (including reasonable legal and other professional fees) incurred by the Lender (including, without limitation, the costs of conducting customary due diligence on the Borrower, its Subsidiaries or the Joint Ventures) in connection with the preparation, negotiation, execution and administration of the Loan Documents (subject to such cap, if any, which may be agreed to by the Borrower and the Lender), as well as the reasonable costs and expenses incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Loan Document.

8.6 Intentionally Deleted

8.7 Survival of Indemnification Obligations

Without prejudice to the survival or termination of any other agreement of the Borrower under this Agreement, the obligations of the Borrower under Article 8 shall survive the termination of the Credit Facilities and the repayment, satisfaction or discharge in full of the Obligations.

ARTICLE 9 - CONDITIONS OF LENDING

9.1 Conditions Precedent to the Initial Advance

The obligation of the Lender to make its initial Advance hereunder is subject to and conditional upon the prior fulfillment of the following conditions to the entire satisfaction of the Lender and Lender's Counsel, acting reasonably:

(a) the Lender shall have received from the Borrower and, where applicable, the other Obligors, the following, each dated as the initial Drawdown Date:

(i) this Agreement duly executed by the Lender, the Borrower and the Guarantors;

(ii) a certified copy of the organizational documents, by-laws, any shareholder agreement, limited partnership agreements, limited partnership declaration of each Obligor and all resolutions, consents and other documents evidencing all necessary action of the Obligors, in each case approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and evidencing any other necessary action with respect to this Agreement, the other Loan Documents and the instruments, certificates or other documents contemplated herein, and approving and authorizing the manner in which and by whom the foregoing documents are to be executed and delivered;

(iii) a certificate of status or like certificate with respect to each Obligor issued by the appropriate government officials of the jurisdiction of its incorporation or formation and any jurisdiction where it conducts material business;

(iv) copies of any and all necessary governmental, regulatory and other third party authorizations and approvals (including any exchange control approvals or environmental approvals), if any, required with respect to this Agreement and the other Loan Documents;

(v) a certificate of a senior officer or general partner of each Obligor certifying the names and true signature of the officers or other persons authorized to

sign on its behalf this Agreement, the other Loan Documents and any other documents or certificates to be delivered pursuant to this Agreement;

(vi) a certificate of a senior officer of the Borrower to the effect that, to the best of his or her knowledge, after reasonable inquiry, all representations and warranties of the Obligors set forth in Article 10 hereof and in each other Loan Document are true in all material respects (or in the case of any such representation or warranty already qualified by materiality, in all respects) as of the initial Drawdown Date;

(vii) a Compliance Certificate showing compliance by the Borrower as of the Closing Date with the financial covenants set forth in this Agreement both before and after the establishment of the Credit Facilities and the first Advance;

(viii) each Security Document and each other Loan Document, duly authorized, executed and delivered by the parties thereto;

(ix) certificates of insurance in accordance with the requirements of Section 11.5 and the Security Documents;

(x) a favourable opinion or opinions of counsel to the Borrower and Guarantors addressed to the Lender, in respect of all customary matters, including registration and enforceability of the Security Documents, relating to the Obligors, the Loan Documents and the transactions contemplated herein; and

(xi) all other information the Lender may reasonably require with respect to the Obligors and their respective Assets;

(b) there shall be no litigation, action or other legal proceeding pending or known by the Obligors to be threatened~~,~~ in writing, that would reasonably be expected to have a Material Adverse Effect, and no outstanding judgments, injunctions or directives, in each case against the Obligors or any of their respective Assets that could reasonably be expected to have a Material Adverse Effect;

(c) each of the Security Documents, or financing statements, notices or applications in respect thereof, shall have been duly registered, filed and recorded against all the collateral of the Obligors and in all places and in all jurisdictions which the Lender shall require, and all required notices and consents shall have been given or obtained to the entire satisfaction of the Lender and Lender's Counsel;

(d) the Lender shall have completed and be satisfied with its full due diligence review with respect to the Obligors covering, without limitation, the Assets, the financial position, including financial projections of the Borrower for the next three years taking into account (i) the corporate structure and organizational documents, any Material Contracts, claims and lawsuits, the Intellectual Property, environmental

issues and regulatory matters of each Obligor; and (ii) any new capital structure post-closing of the Credit Facilities and any transaction contemplated by Section 2.3 and Section 3.2.

(e) the Lender shall have received such additional financial and other information, certificates and documentation in respect of any Obligor in order for the Lender to comply with legal and internal requirements in respect of money laundering legislation, proceeds of crime legislation and "know your customer" requirements;

(f) the Lender shall be satisfied that no Material Adverse Effect has occurred since the date of the latest financial statements provided to the Lender;

(g) the Lender shall have received the results of Lien searches of all filings, registrations or recordings of or with respect to all the Assets of the Obligors in each jurisdiction in which their respective Assets are located, together with such other documents that the Lender shall require evidencing, to the entire satisfaction of the Lender and Lender's Counsel, that all such Assets are free and clear of all Liens, other than Permitted Liens, and that the Liens under the Security Documents constitute valid and enforceable first ranking Liens in each such jurisdiction against the collateral securing the Obligations, subject only to Permitted Liens;

(h) the Lender shall have received payment of all fees, costs and expenses payable hereunder, including the reasonable legal fees of Lender's Counsel;

(i) the repayment of all Debt other than Permitted Debt; and

(j) a subordination and postponement agreement satisfactory to the Lender from each Person party to the indebtedness described in clause (vi) of the definition of "Permitted Debt" (other than Intact Insurance Company and Atlantic Specialty Insurance Company, as surety).

9.2 Conditions Precedent to Advance for the Permitted Acquisition

The obligation of the Lender to make an Advance to fund a Permitted Acquisition is subject to, and conditional upon, the prior fulfillment of each of the following conditions to the satisfaction of the Lender, acting reasonably:

(a) the Lender shall have received true, complete copies of the acquisition agreement and all other agreements entered into in connection therewith, as executed and delivered by the parties thereto, together with all exhibits and schedules thereto;

(b) the transactions contemplated by the acquisition shall have been consummated simultaneously with the Advance, in accordance with the acquisition agreement, without any material amendments to the draft provided to the Lender, or any material waivers or consents by an Obligor, in each case unless approved in writing by the Lender, such approval not to be unreasonably withheld or delayed;

(c) the Lender shall have received a Compliance Certificate confirming that after giving effect to the transactions contemplated by the acquisition, the Borrower will be in compliance, on a pro forma basis, with the financial and non-financial covenants set out in this Agreement; and

(d) all other elements of the definition of Permitted Acquisition have been satisfied.

9.3 Conditions Precedent to each Advance

The obligation of the Lender to make any Advance hereunder is subject to and conditional upon the prior fulfillment of each of the following conditions to the satisfaction of the Lender:

(a) the Lender shall have received a Notice of Borrowing Revolving Facility or Notice of Borrowing Term Facility prior to the Drawdown Date which shall include a bring down of the representations and warranties noted in Section 10;

(b) no Default or Event of Default shall have occurred and be continuing on the date of the Advance or will occur after giving effect to the Advances requested;

(c) if the Advance under the Revolving Facility is for a Permitted Acquisition, the Borrower shall be in compliance with Section 9.2; and

(d) the Lender shall have received such other information, certificates and documentation as the Lender may reasonably request.

9.4 Waiver

The terms and conditions of Sections 9.1, 9.2 and 9.3 are inserted for the sole benefit of the Lender and may be waived by the Lender in whole or in part, with or without terms or conditions, in respect of any Advance, without prejudicing the right of the Lender to assert these terms and conditions in whole or in part in respect of any other Advance.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties

The Borrower represents and warrants to the Lender, on its own behalf and on behalf of each Obligor, after reasonable inquiry, acknowledging and confirming that the Lender is relying thereon in entering into this Agreement and providing accommodations hereunder, that:

(a) **Organization; Powers**. Each Obligor is incorporated or constituted, organized and validly existing under the Applicable Laws of the jurisdiction in which it was incorporated or constituted and is in compliance in all material respects with its organizational agreements, documents and by-laws; it is duly authorized to do business wherever the nature of its Assets or activities requires authorization, and has the power and authority and all governmental licences, authorizations, consents, registrations and approvals required to (i) own and lease its Assets and to

conduct the business in which it is presently engaged, unless such failure would not result in a Material Adverse Effect, and (ii) enter into and perform its obligations under this Agreement and the other Loan Documents to which it is a party.

(b) **Authorization of Agreements; No Contravention or Default**. The execution, delivery and the performance by each of the Obligors of this Agreement and the other Loan Documents to which it is a party (i) have been duly authorized by all necessary action, (ii) do not and will not contravene any provision of the organizational documents, by-laws or any unanimous shareholder agreement or limited partnership agreement of any of the Obligors, (iii) do not and will not contravene in any material respect any Applicable Law, (iv) do not and will not constitute, or result in a material breach of, or a default under, or be in conflict with, any Material Contract; (v) do not and will not constitute, with or without notice or lapse of time or both, an event or circumstance entitling any Person to accelerate or demand payment of any Debt; and (vi) does not and will not result in any Lien on any Assets of any Obligor other than the Liens for the benefit of the Lender under the Security Documents.

(c) **No Governmental Authorizations Required**. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other Person is required for the due execution, delivery and performance by each of the Obligors of this Agreement or any other Loan Document or to ensure the validity or enforceability thereof, in each case to the extent not already obtained.

(d) **Validity and Enforceability**. This Agreement and each other Loan Document constitutes the legal, valid and binding obligation of each of the Obligors which is a party thereto, enforceable against each such Obligor in accordance with its terms, except to the extent such enforcement may be restricted by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar Applicable Laws affecting creditors' rights generally and subject to the discretion of a court in regard to the remedy of specific performance.

(e) **No Litigation and Other Proceedings**. There is no litigation, action or other legal proceeding pending or known to be threatened in writing against any of the Obligors that would reasonably be expected to have a Material Adverse Effect.

(f) **No Default**. No Obligor is in default under this Agreement or any other Loan Document to which it is a party, nor has it done or omitted to do anything which constitutes a Default which has not been waived or cured.

(g) **Financial Statements of the Obligors**. The financial statements of the Borrower are complete in all material respects, and fairly present the consolidated financial condition and business operations of the Borrower, as at the date thereof and are prepared in a form and manner consistent with past practice and in accordance with GAAP except as noted therein.

(h) **Forecasts and Information Supplied**. The consolidated financial projections of the Obligors and all other forecasts and projections supplied to the Lender were based on reasonable and good faith estimates and assumptions, adequately disclosed therein, believed by the Obligors to be reasonable at the time made.

(i) **No Judgments**. There are no outstanding judgments, writs of execution, work orders, notices of deficiency capable of resulting in material work orders, injunctions or directives against any Obligor or any of its Assets which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(j) **Title to Assets; No Liens**. Each Obligor is the owner of, and has good and marketable title to, all its Assets, and the same are free and clear of all Liens, except for Permitted Liens.

(k) **Insurance**. A policy of insurance or policies of insurance in compliance with the requirements of Section 11.5 are in effect.

(l) **Intellectual Property**. Schedule 10.1(L) sets forth a complete list and a description at the date hereof of all material and registered Intellectual Property owned by the Obligors used in the Business. The Obligors own the Intellectual Property free and clear of any Liens (other than Permitted Liens). Each of the Obligors owns or licenses all Intellectual Property required to be able to carry-on its business and all such licenses are in full force and effect, except where the failure to own or licence such Intellectual Property or to maintain such licenses in full force and effect could not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower or the Guarantors are aware of any defaults or reasons why any licenses would be terminated where such termination would reasonably be expected to result in a Material Adverse Effect. No material claim has been asserted and is pending, or to the knowledge of the Borrower, threatened (in writing) by any Person challenging the use, validity or effectiveness of any Intellectual Property that would reasonably be expected to result in a Material Adverse Effect, nor are the Borrower or Guarantors aware of any valid basis for any such claim. To the knowledge of the Borrower, the use of the Intellectual Property by each Obligor does not materially infringe on the rights of any Person where such infringement would reasonably be expected to result in a Material Adverse Effect. As of the date of this Agreement, all Intellectual Property in which each Obligor's interest is registered in any public office is listed on Schedule 10.1(L) (as may from time to time be updated by the Borrower).

(m) **Compliance with Laws and Other Agreement**. No Obligor is in violation of any Applicable Law or any Material Contract in any material respect except where such violation, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No Obligor or any of its directors or officers has made or received any improper payments to, or by, any governmental official or employee, any political party, official of a political party, official of any public organization or anyone else acting in an official capacity, in order to give, obtain, retain or direct business or obtain any improper advantage. Each Obligor has taken reasonable measures appropriate to the circumstances (in any event as required by Applicable Law) to ensure that each Obligor and its Affiliates is and will continue to be in compliance with all applicable anti-corruption and money-laundering laws and regulations applicable to it.

(n) **Environmental Matters**. To the best knowledge of the Obligors, (i) the Assets of the Obligors do not contain and have not previously contained any Contaminant in amounts or concentrations which currently constitute a violation of, or could give rise to material liability under, Environmental Laws; (ii) there is no contamination at or under any such Assets and no operations which have been or are being conducted in connection therewith in violation of Environmental Laws in any material respect or which could materially interfere with the continued operation of such Assets or impair the fair market value thereof; (iii) no Obligor has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with material Environmental Laws, nor do the Obligors have knowledge or reason to believe that any such notice will be received or is threatened; (iv) no Contaminants have been generated, treated, stored or disposed of at, on or under any of such Assets in violation of, or in a manner which could give rise to a material liability under, any Environmental Laws; and (v) there has been no Release of Contaminants at or from such Assets in violation of or in amounts or in a manner that could give rise to material liability under Environmental Laws.

(o) **Taxes**. Each Obligor has filed all income Tax returns, elections and reports and other material Tax returns, elections and reports which are required to be filed by it under Applicable Law and has paid, collected, withheld and remitted, all material Taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it (other than those that are being diligently contested in good faith by appropriate proceedings and for which appropriate reserves have been provided on the books of the relevant Obligor), and adequate provision for payment has been made for Taxes not yet due except any such payment of which the concerned party is contesting in good faith by appropriate proceedings and for which appropriate reserves have been provided on the books of the relevant Obligor, and as to which, in each case, neither any Lien has attached other than Permitted Liens nor any foreclosure, distraint, seizure, attachment, sale or other similar proceedings have been commenced. The charges, accruals and reserves on the books of each Obligor in respect of Taxes have been established in accordance with GAAP.

(p) **No Material Adverse Effect**. Since the date of the latest financial statements provided to the Lender, there has been no fact known to any Obligor that has not been fully disclosed to the Lender, which has had, or could reasonably be expected to have, a Material Adverse Effect.

(q) **Security Documents, Liens**. Each of the Security Documents creates a valid and enforceable perfected first ranking Lien in all the Collateral of each Obligor party thereto, subject only to Permitted Liens, and subject to any applicable bankruptcy, insolvency, moratorium, reorganization or other similar Applicable Laws affecting creditors' rights generally and subject to the discretion of a court in regard to the remedy of specific performance.

(r) **Obligors' Jurisdiction and Capital Stock**. As of the Closing Date, listed on Schedule 10.1(R) is the following information with respect to the each Obligor (i) its current jurisdiction of incorporation or formation and its full current name, (ii) the number and owner of all issued and outstanding Capital Stock and the nature and percentage of such ownership interest, (iii) the jurisdiction where its minute books are kept and where its chief executive office is located; (iv) a description of any outstanding warrants, subscriptions, securities, instruments or other rights of any type or nature which are convertible into, exchangeable for or otherwise provide for or permit the issuance of Capital Stock of each Obligor; (v) the location of all of its places of business including leased premises and (vi) the location of all its Assets, if such locations hold Assets with a value in excess of CDN$750,000.

(s) **Labour Matters**. There are no strikes, work stoppage, slowdowns, lockouts or other material labour disputes against any Obligor that are pending or, to the knowledge of any Obligor, threatened in writing. All material payments due from any Obligor on account of employee insurance of any kind and vacation pay have been paid or accrued as a liability on its books and each Obligor has made all employer contributions required to be made by it, in each case, in accordance with Applicable Laws. There is no organizing activity involving any Obligor pending or, to the knowledge of any Obligor, threatened in writing by any labour union or group of employees of such Obligor. To the knowledge of any Obligor, no labour union or group of employees of such Obligor has made a pending demand for recognition. To the knowledge of any Obligor, there are no complaints or charges against any Obligor pending or threatened in writing to be filed with any Governmental Authority based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by any Obligor that would reasonably be expected to result in a Material Adverse Effect.

(t) **Debt**. No Obligor has any Debt, other than as expressly permitted under Section 11.3(a).

(u) **Corporate Chart**. As of the Closing Date, the structure of the Obligors, Subsidiaries and Joint Ventures is set forth in Schedule 10.1(U).

(v) **Bank Accounts.** As of the date here, Schedule 10.1(v) lists all deposit accounts held by an Obligor with financial institutions other than the Lender.

(w) **Leased Real Property**. As of the date hereof, Schedule 10.1(w) contains a full and accurate description of all property and real estate leased by any Obligor or its Subsidiaries, including the name and address of the landlord of any leased premises.

(x) **Solvency**. The Obligors, taken as a whole, are solvent, able to pay their Debts as they become due and have sufficient capital to carry on each of their businesses, and now own assets having a value (both at fair market value and on a liquidated basis) sufficient to pay all their Debt due and accruing due.

(y) **Material Contracts**. No Obligor is in default to perform or observe in any material respect its obligations under any Material Contract where such default of failure to observe its obligations would reasonably be expected to result in a Material Adverse Effect. The Material Contracts are in full force and effect. No notice nor consent is required to be given or obtained under any Material Contract in connection with this Agreement other than has already been obtained.

(z) **Investment Property**. Other than as set out in Schedule 10.1(Z) none of the Borrower, any Guarantor or any Subsidiaries owns or has any interest in any investment property, or maintains any security account or futures account with any securities intermediary or futures intermediary respectively (as such terms are defined in the PPSA).

(aa) **Intentionally Deleted**.

(bb) **Pension Plans**. Except as would not reasonably be expected to have a Material Adverse Effect, all Pension Plans are established, registered, funded, invested, administered, operated and maintained under, and in compliance with, Applicable Law, including Pension and Benefit Laws. Except as would not reasonably be expected to have a Material Adverse Effect, all employer and employee payments, contributions, premiums and other amounts, reports, returns and filings required to be made, remitted or paid under Pension and Benefit Laws in respect of Pension Plans have been made, remitted or paid and all such plans are fully funded both on a going concern basis and on a solvency basis pursuant to their most recent actuarial valuations filed with the applicable Governmental Authority and in accordance with applicable Pension and Benefit Laws. All post-retirement liabilities (if any) under Pension Plans have been properly identified in the Borrower's consolidated financial statements provided to the Lender, and there are no going concern, past service or solvency deficiencies. In respect of Pension Plans which are registered pension plans within the meaning of the *Income Tax Act* (Canada), to the best of the knowledge of the Borrower and the Guarantors, no steps have been taken to terminate or wind up any such plans (wholly or in part), no unauthorized merger of such plans, no unauthorized withdrawal of funds from such plans and no improper contribution holidays taken in respect of such plans. There are no actions, claims or proceedings existing, pending or, to the knowledge of the Borrower, threatened

against any Pension Plan or the assets of any such plan which could be reasonably expected to have a Material Adverse Effect.

(cc) **Sanctions**. No Obligor, nor to the knowledge of the Borrower, no director, officer or employee of any Obligor, any Subsidiary or any Joint Venture, (i) is or will become a Sanctioned Person; or (ii) knowingly engages or will engage in any dealings or transactions, or is or will be otherwise knowingly associated, with any Sanctioned Person that would result in any violation of (A) any Sanctions, or (B) similar and applicable regulations, rules or executive orders issued or administered by any Sanctions Authority.

(dd) **Anti-Corruption Laws**. No Obligor, nor to the knowledge of the Borrower, no director, officer or employee of any Obligor, any Subsidiary or any Joint Venture, has taken any action, directly or indirectly, that would result in a violation by such persons of the *Corruption of Foreign Public Officials Act* (Canada) and the *Criminal Code* (Canada), and the rules and regulations thereunder or any other applicable laws, rules and regulations of any jurisdiction applicable to the Obligors, any of their Subsidiaries or any of the Joint Ventures concerning or relating to bribery or corruption.

(ee) **Anti-terrorist financing and Anti-money Laundering Laws**. No Obligor, any of its Subsidiaries or any of the Joint Ventures, or to the knowledge of Borrower, any director, officer, or employee of any Obligor, any of their Subsidiaries or any of the Joint Ventures, has taken any action, directly or indirectly, that would result in a violation by such persons of any Anti-Terrorist Financing and Anti-Money Laundering Laws.

(ff) **Ruttan Claim**. The parties to the Ruttan Litigation have agreed, in principle, to a settlement of the claims made thereunder. Such settlement consists of: (i) a payment by the Borrower of $4,000,000 to the plaintiff under the Ruttan Litigation upon the execution and delivery of the underlying settlement agreement (the "**Ruttan Settlement Agreement**"); (ii) a payment by the Borrower of an additional $4,000,000 to such plaintiff in six equal installments over six years, with such payments secured by a letter of credit in the amount of $2,000,000; and (iii) a full and final release among and as between the parties to the Ruttan Litigation.

10.2 Survival of Representations and Warranties

The representations and warranties herein set forth or contained in any certificates or documents delivered to the Lender pursuant hereto, when taken as a whole, shall not be prejudiced by and shall survive any accommodation hereunder and shall continue in full force and effect until the full payment and performance of all Obligations (other than contingent or indemnification obligations not then due, obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made or other obligations that specifically survive termination) of the Borrower. The representations and warranties in Section 10.1 shall be true and correct (except those made as of a specific date) in all material respects (or in the case of any such representation or warranty already qualified by materiality, in all respects) upon each Drawdown Date.

ARTICLE 11 - COVENANTS

11.1 Positive Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower are entitled to borrow under this Agreement, unless the Lender shall have given its prior written consent, the Borrower shall, and shall cause each Obligor to:

(a) **Duly Pay and Perform**. Duly and punctually pay all Debt (other than Debt subject to bona fide good faith disputes) including without limitation all sums of money due by it under the terms of this Agreement, the other Loan Documents, Material Contracts or otherwise at the times and places and in the manner provided for by this Agreement, the other Loan Documents or any other applicable agreement with the Lender and shall duly and punctually perform and observe all other obligations on its part to be performed or observed hereunder or thereunder at the times and in the manner provided for herein or therein, in each case pursuant to the terms of this Agreement or such other Loan Document, Material Contract or any other applicable agreement.

(b) **Payment of Taxes**. Promptly cause to be paid and discharged all lawful material Taxes assessed against each Obligor or imposed upon the income and profits of, or upon any Asset belonging to, each Obligor, before the same shall become in default, as well as all lawful claims for labour, materials and supplies which, if unpaid, might become a Lien other than a Permitted Lien upon such Asset or any part thereof, provided, however, that each Obligor shall not be required to cause to be paid and discharged any such material Tax or claim as long as the amount or validity thereof shall be diligently contested in good faith by appropriate proceedings and the relevant Obligor shall have set aside on its books reserves with respect thereto that such Obligor and the independent chartered accountants who are at the time employed to audit its books and accounts consider adequate.

(c) **Books and Records**. At all times keep true and complete books and records and accounts in accordance with GAAP, except as otherwise noted therein.

(d) **Permit Inspections**. Permit the Lender, upon five (5) Banking Days prior written notice prior to, or with no notice following the occurrence of an Event of Default which is continuing, and at the reasonable expense of the Borrower, by its representatives and agents, to visit or inspect any Assets of any Obligor, including, without limitation, corporate books, computer files and tapes and financial records, to examine and make copies of its books of accounts and other financial records and to discuss its affairs, finances and accounts with, and to be advised as to the same by, its senior officers at such reasonable times during normal business hours and intervals as the Lender may designate, but not more than once a year (unless an Event of Default has occurred and is continuing).

(e) **Preservation of Existence and Related Matters**. At all times cause to be done all things necessary to preserve and keep in full force and effect the corporate or partnership existence of any Obligor and all rights, franchises, licences and privileges necessary to the conduct of its business and make all corporate, partnership and other filings and registrations necessary in connection therewith; conduct its business substantially as presently conducted and qualify and remain qualified as a foreign corporation and authorized to do business in each jurisdiction which requires such qualification and authorization, except in each case where the failure to be so qualified and authorized could not reasonably be expected to have a Material Adverse Effect.

(f) **Operation and Maintenance of Properties**. Operate, maintain and preserve in good repair, working order and condition (ordinary wear and tear excepted), all its Assets necessary for the proper conduct of their business.

(g) **Compliance with Laws, including Environmental Laws**. At all times comply with all Applicable Laws in all material respects including, without limitation, Environmental Laws of any jurisdiction applicable to any Obligor or any of its Assets except where non-compliance with any such requirement could not reasonably be expected to have a Material Adverse Effect.

(h) **Guarantors; New Subsidiaries (other than Joint Ventures).** At least 15 days prior to any Person becoming a Subsidiary of any Obligor (or of a Subsidiary thereof), notify the Lender that such a Person is to become a Subsidiary and, when available, furnish the Lender with all details thereof such as the name, date and jurisdiction of incorporation or formation, the names of its shareholders, partnership units, or other owners and the percentages of ownership interest, the book value of its assets and revenues, a description of its businesses and addresses; in addition, the Borrower shall cause, in the case of any Person (other than (i) a Joint Venture, and (ii) any other Person which, in the discretion of the Borrower, and as agreed by the Lender, in its reasonable discretion, will not be an Obligor) to execute and deliver to the Lender a Joinder agreement, guarantee, general security agreement, share pledge and such other Loan Documents reasonably requested by the Lender consistent with the terms of this Agreement, including, without limitation, officer's certificates, share certificates or partnership units, and power

of attorneys, financial statements, search reports, resolutions, constitutive documents, legal opinions and any other documents referred to in Section 13.1, all in form and substance reasonably satisfactory to the Lender and Lender's Counsel and all on or before the date which is fifteen (15) Banking Days from the date on which such Person (other than a Joint Venture) becomes a Subsidiary of an Obligor. In connection with a Joint Venture, the Borrower shall cause the execution and delivery to the Lender, within 15 Banking Days, powers of attorney and original share certificates or partnership units held by an Obligor in such Joint Venture, unless such execution and delivery is contractually restricted or restricted by Applicable Law.

(i) **Intentionally Deleted.**

(j) **Bank Operations and Accounts**. Forthwith and within thirty (30) days, provide the Lender with notice of any new deposit accounts that are not with the Lender or not listed in Schedule 10.1(v). Deposit accounts cannot be opened outside of Canada unless a deposit account control agreement or other satisfactory documentation or requirements depending on the jurisdiction, reasonably satisfactory to the Lender is entered into.

(k) **Pension Plans**. Promptly notify the Lender of the occurrence of any event with respect to any Pension Plan which would result in the incurrence by it of any material liability, fine or penalty, or any material increase in its contingent liability with respect to any post-retirement Pension Plan which, in all cases, could reasonably be expected to have a Material Adverse Effect. For each existing, or hereafter adopted, Pension Plan, ensure that all contributions (including regular payments, any special payments and expenses) are remitted in a timely fashion in accordance with the terms thereof, any funding agreements and all Applicable Laws. Upon written request from the Lender, deliver to the Lender copies of the annual information return and the actuarial valuation report with respect to each Pension Plan most recently filed with any applicable Governmental Authority, and promptly after receipt thereof, a copy of any material direction, order, notice or ruling that any Obligor may receive from any applicable Governmental Authority with respect to any Pension Plan. Immediately notify the Lender in writing if there is any decision made to wind-up any Pension Plan or if such Obligor receives a notice of intended decision in respect of any Pension Plan or any other type of similar notice from the Lender or any other Governmental Authority. Each Obligor undertakes not to create or establish or assume or become liable for any obligation in respect of any Pension Plan that contains a defined benefit provision (as such term is defined in the *Income Tax Act* (Canada)) without the prior consent of the Lender.

(l) **Intentionally Deleted.**

(m) **Tax filing**. Duly file on a timely basis all material Tax returns which are required to be filed by it/them.

(n) **Anti-Terrorist Financing and Anti-Money Laundering Laws**. Each Obligor acknowledges that the Lender has certain obligations under Anti-Terrorist Financing and Anti-Money Laundering Laws and that from time to time the Lender may request information from them in order to comply with these obligations and its own "know your customer" requirements. Each Obligor shall, upon request, promptly provide to the Lender all such information as the Lender may reasonably request in order to comply with such laws, obligations and requirements. Each Obligor will adopt and maintain adequate policies, procedures and controls to ensure that it is in material compliance with all Anti-Terrorist Financing and Anti-Money Laundering Laws applicable to it.

(o) **Economic Sanctions**. Each Obligor will, and will cause its respective Subsidiaries to, conduct its business in such a way and adopt and maintain adequate policies, procedures and controls to ensure that the representations and warranties set out in Section 10.1(cc) are true and correct at all times.

(p) **Leases of Real Property**. (i) Observe and perform, and cause each Obligor to observe and perform, all of the material covenants, agreements, terms and conditions to be observed and performed by such Obligor in the real property leases to which such Obligor is a party, (ii) promptly upon having knowledge thereof, cure or cause to be cured, any defaults under any such lease, and (iii) notify the Lender of any defaults under the leases and give the Lender the opportunity to cure such default, except, in each case, where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(q) **Expenses**. The Borrower shall pay all expenses and fees payable under this Agreement or any other Loan Document when due, subject to the terms herein and therein.

(r) **Intentionally deleted.**

(s) **Joint Venture Distributions**. The Borrower will use its commercially reasonable best efforts to cause each Joint Venture to distribute to the Borrower available cash by no later than 30 days following the end of each fiscal quarter of the Borrower; provided that, for the purposes of this Section 11.1(s), "available cash" shall mean immediately available funds generated by a Joint Venture, which (in the reasonable opinion of the managers of such Joint Venture) are not required for the working capital of such Joint Venture.

(t) **Joint Venture Restrictions**. Without consent of the Lender, the Borrower shall ensure that no Joint Venture:

(i) receives any Assets (other than cash which is subject to subsection (t)(iii) from an Obligor or creates any Lien on its assets;

(ii) Debt is guaranteed by an Obligor;

(iii) receives cash or any Distribution from an Obligor unless before or after such Distribution (i) there does not exist a Default or Event of Default and (ii) the Total Funded Debt to Combined EBITDA Ratio is less than 3.0:1.0;

(iv) decreases or diminishes an Obligors' direct or indirect equity or partnership interest, as applicable, in the Joint Venture, or the right to receive Distributions from the Joint Venture; or

(v) permits its operating agreement, constating documents or other governing documents to be amended in any way that results in a Material Adverse Effect to the Obligors and/or the Lender.

(u) **Ruttan Settlement Agreement.** Deliver a true and complete copy of the Ruttan Settlement Agreement to the Lender promptly following the execution and delivery thereof.

(v) **QM Environmental Inc.** QM Environmental Inc. and QM Environmental USA Inc. are inactive Subsidiaries of the Borrower incorporated in the United States with no assets, revenue or operations. In the event that this changes, the Borrower shall notify the Lender forthwith and within five (5) Banking Days, after which the Lender, in its sole discretion, may require QM Environmental Inc. and/or QM Environmental USA Inc. to provide the Lender with the Security noted in Section 11.1(h).

11.2 Financial Covenants

(a) So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, unless the Lender shall have given its prior written consent, the Obligors covenant and agree to:

(i) Fixed Charge Coverage Ratio. Maintain a minimum Fixed Charge Coverage Ratio of not less than 1.10:1.0, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter; and

(ii) Total Funded Debt to Combined EBITDA Ratio. Maintain a Total Funded Debt to Combined EBITDA Ratio of less than or equal to 3.50:1.00, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

(b) In the event that the Obligors fail to comply with the Fixed Charge Coverage Ratio or the Total Funded Debt to Combined EBITDA Ratio, as evidenced by the most recently delivered quarterly Compliance Certificate, until 10 Banking Days after delivery of such Compliance Certificate, the Obligors shall have the right to cure (the "**Cure Right**") the Event of Default that occurs by reason of such non-compliance, by injecting cash into the Borrower by way of equity ("**Equity Contribution**") and applying the amount of such proceeds to increase the

Borrower's Combined EBITDA with respect to the applicable fiscal quarter thereof subject to the following condition:

(i) the Equity Contribution shall not exceed the aggregate amount necessary to cure (by addition to Combined EBITDA) the specific breach in the Fixed Charge Coverage Ratio or Total Funded Debt to Combined EBITDA Ratio, as applicable.

(ii) the Cure Right shall not be exercised more than four (4) times during the term of the Credit Facility and the aggregate amount of all Equity Contributions shall not exceed CDN$7,500,000.

(iii) in each period of four consecutive fiscal quarters, there shall be at least two consecutive fiscal quarters during which the Cure Right is not exercised.

(iv) the Equity Contribution shall be applied to prepay the Term Facility in accordance with Section 5.1(c) ("**Equity Contribution Repayment**") and the Equity Contribution Repayment shall not be subtracted from Total Funded Debt of the Borrower when calculating the Financial Covenants until such time that the Equity Contribution ceases to be used to calculate EBITDA.

Upon receipt of the Equity Contribution, a pro forma adjustment shall be made to Combined EBITDA giving effect to such receipt. If, after making such pro forma adjustment, the Borrower is in compliance with the Fixed Charge Coverage Ratio or the Total Funded Debt to Combined EBITDA Ratio, as applicable, the Borrower shall be deemed to have complied with such ratios and the Event of Default cured.

11.3 Negative Covenants

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, unless the Lender has given its prior written consent, each Obligor shall not:

(a) **Debt**. Create, incur, assume or suffer to exist any Debt, except for Permitted Debt.

(b) **Liens**. Create, incur, assume or suffer to exist any Lien on any of its Assets, other than Permitted Liens.

(c) **Mergers, Etc.** Except between Obligors, or in connection with Permitted Acquisitions, (i) merge or consolidate with another Person or enter into any transaction or series of transactions (whether by way of reconstruction, reorganization, consolidation, winding up, merger, transfer, sale, lease or otherwise) whereby all or any substantial part of its Assets becomes the property of any other Person or, in the case of any such arrangement or merger, of the continuing corporation resulting therefrom; unless, in each case, the surviving

Person is an Obligor hereunder; or (ii) acquire all or substantially all of the Assets or business of any other Person.

(d) **Asset Disposition**. Make any Asset Disposition to any Person except (i) disposal of Assets in the ordinary course of business (provided that, for greater certainty, the normal course of business of the Obligors includes the exercise of buyback options pursuant to lease arrangements and thereafter reselling such Assets), (ii) Assets which have no material economic value in the Business or are obsolete or worn-out; or (iii) dispositions between Obligors.

(e) **Limitations on Capital Expenditures**. Effect any cash Capital Expenditures in any Fiscal Year in an aggregate amount that exceeds the amount set forth in the projections delivered pursuant to Section 11.4(a)(iv) (as such projections may be modified, in the Borrower's discretion, to give effect to any Permitted Acquisition during such applicable Fiscal Year) by more than 25%.

(f) **Change in Business**. Cease, or permit any Subsidiary to cease, the Business or change, or permit any Subsidiary to change, the nature of the business other than any business similar or incidental to the Business.

(g) **Limitations on Financial Assistance**. Other than as between Obligors, provide financial assistance, including by way of a loan, guarantee or Investment, to any Person except for Permitted Investments.

(h) **Organizational Documents, Jurisdiction of Formation**. Amend, supplement or terminate any organizational document (articles, limited partnership agreement) of any Obligor, or any provision thereof, or change the jurisdiction of organization of any Obligor, in each case in any manner which may have a Material Adverse Effect on the Loan Documents or the performance of the Obligations. The Borrower shall provide the Lender with at least 20 days prior written notice for all other amendments, supplements or terminations that would require any additional filings to perfect Lender's security interest in any collateral (and written notice within five (5) Banking Days of any other material amendments, supplements or terminations).

(i) **Fiscal Year**. Change its Fiscal Year.

(j) **Voting Rights**. Exercise any voting rights in respect of shares, units or other securities comprised in any collateral which would have the effect, directly or indirectly, of causing a Default.

(k) **Transactions with Affiliates**. Directly or indirectly enter into or be a party to any transaction including any sale, purchase, lease, license or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate except for:

(i) such transactions on terms not less favourable to the Borrower or such Obligor, as the case may be, than those which would have been obtained in an arms' length transaction with an arms' length party;

(ii) transactions in the ordinary course of business of the Obligor;

(iii) transactions otherwise permitted hereunder; and

(iv) transactions occurring when there is no Default or Event of Default.

(l) **Distributions to Creditors**. Make any payments or distributions to holders of Debt except for (i) the payment of Debt in the ordinary course of business; and (ii) scheduled payments in respect of Permitted Debt, provided that no Default or Event of Default shall have occurred and be continuing or shall exist or would result from such payment or distribution. For avoidance of doubt, any payments of any kind to any bonding provider or surety including Intact is prohibited if there is a Default or an Event of Default.

(m) **Distributions to Shareholders**. Other than the Distribution to WeShall Investments Inc. and 2539593 Ontario Inc. on the Closing Date in accordance with Section 3.2, make any Distribution unless before or after such Distribution (i) there does not exist a Default or Event of Default and (ii) the Total Funded Debt to Combined EBITDA Ratio is less than 3.0:1.0.

(n) **Lease-Backs**. Enter into any arrangements, directly or indirectly, with any Person (other than another Obligor), whereby it shall sell or transfer any Assets, whether now owned or hereafter acquired, used or useful in the Business, in connection with the rental or lease of the Assets so sold or transferred or of other property for substantially the same purpose or purposes as the property so sold or transferred.

(o) **Use of Proceeds**. Use the proceeds of the Advances hereunder, other than for the purposes set out in Sections 2.3 and 3.2.

(p) **Change of Control**. Permit any Change of Control to occur without the prior written consent of the Lender.

(q) **Investments**. Make any Investment other than a Permitted Investment.

(r) **Intellectual Property**. Each of the Obligors shall take commercially reasonable steps to protect, defend and maintain the validity and enforceability of all of its material Intellectual Property and shall not allow any such Intellectual Property to be abandoned, forfeited or dedicated to the public without the Lender's consent except, in each case, where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(s) **Employee Loans**. Pay or lend to or on behalf of the employees, directors, officers, shareholders, partners or unitholders of any Obligor, any credit (other than ordinary

course loans related to such Person's training, employment or any credit in respect of advances of wages).

(t) **Plans**. Except as required by Applicable Law, establish or make material amendments or changes to any Pension Plan other than those currently in place and disclosed to the Lender as of the date of this Agreement which could reasonably be expected to have a Material Adverse Effect, or establish or contribute to any defined benefit pension plan.

(u) **Material Contracts**. The Borrower shall not cause, consent to, or permit any early termination, or material amendment or waiver of any terms or conditions of or obligations under any Material Contract which could reasonably be expected to have a Material Adverse Effect.

(v) **Intentionally Deleted**.

(w) **QM Environmental Inc.** Transfer any Assets or make any Distribution to QM Environmental Inc. or QM Environmental USA Inc. or create any Debt or Lien in favour of QM Environmental Inc. or QM Environmental USA Inc.

11.4 Reporting and Information

So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, the Borrower shall, and shall cause each other Obligor to:

(a) Financial and Other Information: furnish to the Lender:

(i) Quarterly Financial Statements. As soon as available and in any event within forty five (45) days after the end of each fiscal quarter of the Borrower, the unaudited quarterly combined financial statements of the Obligors, and direct and indirect Subsidiaries and Joint Ventures (other than TS LP) as of the end of such fiscal quarter, containing comparative financial statements to the budget and to the corresponding figures for the previous year period (including balance sheet and statement of income and statement of changes in financial position), accompanied by a commentary from management on the results and fairly presenting in all material respects the financial position and the results of the operations of the Obligors and direct and indirect Subsidiaries and Joint Ventures on a consolidated basis as of the fiscal quarter then ended.

(ii) Annual Audited Financial Statements. As soon as available and in any event within one hundred and fifty (150) days after the end of each Fiscal Year, the unqualified audited annual combined financial statements of the Obligors and direct and indirect Subsidiaries and Joint Ventures containing comparative combined financial statements for the previous year (including balance sheet, statement of income and statement of changes in financial

position) certified by independent chartered accountants of recognized national standing and accompanied by a commentary from management on the results.

(iii) Unaudited Financial Statements. As soon as available and in any event within one hundred and fifty (150) days after the end of each Fiscal Year of each of the Obligors, the annual unaudited and internally prepared unconsolidated financial statements of the Obligors and direct and indirect Subsidiaries and Joint Ventures containing comparative unconsolidated financial statements for the previous year (including balance sheet, statement of income and statement of changes in financial position).

(iv) Annual Financial Projections. Within sixty (60) days after the end of each Fiscal Year, the financial projections of the Obligors with monthly breakdowns, including financial projections, the proposed budget amount of Capital Expenditures for the upcoming year, income statement, balance sheet, cash flow statement, detailed list of assumptions and projected compliance ratios, in form and substance to the Lender's satisfaction. The financial projections for the current year should include financial projections for all Persons acquired in the previous year.

(v) Compliance Certificate. At each time financial statements are delivered to the Lender pursuant to Section 11.4(a)(i) and (ii), a Compliance Certificate.

(vi) Intellectual Property. Borrower shall notify the Lender within thirty (30) days of any application or registration of trademarks, patents, copyrights or industrial designs of any Obligor. Thereafter, at the cost of the Borrower, the Lender shall be permitted to record its interest in the forgoing intellectual property with the Canadian Intellectual Property Office.

(vii) Annual Pipeline/Backlog Report. An annual pipeline/backlog report shall be provided to the Lender within 45 days of the end of each Fiscal Year of the Borrower.

(viii) Material Adverse Effect. As soon as any officer or director of any Obligor becomes aware, written notice of any change or effect which has or could reasonably be expected to have a Material Adverse Effect, accompanied with all reasonable details thereof.

(ix) Notice of Litigation, etc. As soon as possible, and in any event within ten Banking Days after any Obligor has received notice of the commencement thereof, written notice of any litigation, proceeding or dispute affecting any Obligor or its Assets before any court, tribunal, commission or other administrative agency, from time to time that, in each case, could reasonably be expected to have a Material Adverse Effect; the Obligors shall provide all reasonable information requested by the Lender concerning the status of any such litigation, proceeding or dispute.

(x) Notice of Default. As soon as possible and in any event within two Banking Days after becoming aware of the occurrence of any Event of Default or becoming aware of any event which constitutes a Default, a statement of a senior officer of the Borrower setting forth details of such Event of Default or Default and the action which the applicable Obligor proposes to take with respect thereto.

(xi) Joint Ventures. As soon as available and in any event within sixty (60) days of the end of each Fiscal Year of the Borrower, the unaudited yearly unconsolidated financial statements for each of the Joint Ventures as of the end of such Fiscal Year.

(xii) Other Information. Furnish to the Lender such other documents, reports and information respecting the condition or operations, financial or otherwise, of the Obligors or their respective Assets, as the Lender may from time to time reasonably request.

(xiii) Bonds. An annual bond report shall be provided to the Lender within 30 days of the end of each Fiscal Year of the Borrower in connection with all surety performance bonds, labour & material payment bonds, maintenance bonds, bid bonds and any other agreements to bond. This report shall include: the type of bond; the parties to the bond including the principal, the surety and the obligee; the amount of each bonded contract, the status of the project to which the bonded contract relates, and whether any amounts have been drawn on the bond.

11.5 Insurance

The Borrower shall, and shall cause each other Obligor to insure and keep insured its Assets and business, and will maintain satisfactory business interruption, cyber security, general liability and civil liability insurance and property insurance, as applicable in respect of an Obligor, for such coverage as a prudent administrator would obtain in the case of similar Assets and business and as satisfactory to the Lender, acting reasonably. Evidence satisfactory to the Lender of such insurance and all renewals and replacements thereof shall be delivered to the Lender by the Borrower forthwith on request, together with evidence of payment of all premiums therefor. Each casualty insurance policy shall contain an endorsement, in form and substance acceptable to the Lender, showing loss under such insurance policy payable to the Lender. Such endorsement, or an independent instrument furnished to the Lender, shall contain a standard mortgage clause, shall provide that the insurance company shall give the Lender at least 30 days written notice (10 days with respect to failure to pay premium) before any such policy of insurance is cancelled and that no act, whether willful or negligent, or default of any Obligor shall affect the right of the Lender to recover under such policy of insurance in case of loss or damage. Upon the occurrence of an Event of Default which is continuing, each Obligor irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as its true and lawful attorney and mandatory for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Obligor on any cheque, draft, instrument or other

item of payment for the proceeds of such policies of insurance and making all determinations and decisions with respect to such policies of insurance.

ARTICLE 12 - SECURITY

12.1 Security

(a) **First Ranking Liens/General Security Agreements**. The payment and performance when due of all Obligations and Other Secured Obligations of the Obligors shall at all times be secured by first ranking Liens for the benefit of the Lender on all present and future Assets of each of the Obligors, subject only to Permitted Liens pursuant to general security agreements granted by each Obligor in favour of the Lender.

(b) **Guarantees**. An unconditional guarantee for the benefit of the Lender by each Guarantor with respect to the payment of the Obligations.

(c) **Intentionally Deleted**.

(d) **Share Pledge**. Pledge of 100% of the shares of QM GP Inc. and Highpoint Environmental Services Inc.

(e) **Partnership Unit Pledge**. Pledge of 48.5% of the Borrower's partnership units of QM Points Contracting LP.

(f) **Insurance**. Assignment of all perils insurance from the Obligors, which shall include property and casualty, cyber security and business interruptions insurance, with the Lender to be named as first loss payee on fire insurance and additional insured on liability insurance.

(g) **New Subsidiaries**. The payment and performance when due of all Obligations of the Borrower shall also be secured by the following to the Lender's entire satisfaction:

(i) Security Documents to be executed by new Subsidiaries in accordance with the provisions of Section 11.1(h), including a general security agreement covering the collateral and an intellectual property security agreement covering all Intellectual Property of the Obligors, each in a form and substance satisfactory to the Lender; and

(h) **Intentionally Deleted**.

(i) **Intentionally Deleted**.

(j) **Other Security**. Any other security documents or agreements required by the Lender, acting reasonably.

12.2 Provisions in Respect of the Security

Each agreement or other document creating, evidencing or relating to the Liens referred to in Section 12.1 shall be in form and substance satisfactory to the Lender, acting reasonably, shall be duly registered, recorded, filed and all other notices given, consents obtained and actions taken, in each case so the Liens created, granted or evidenced therein shall constitute valid and enforceable first ranking Liens for the benefit of the Lender on all the Collateral stated to be subject thereto, subject only to Permitted Liens in each jurisdiction in which the Obligors are incorporated.

12.3 Other Secured Obligations

(a) The Security Documents shall guarantee and secure the following obligations *pari passu* with each other:

(i) the Obligations; and

(ii) the present and future debts, liabilities and obligations of an Obligor to the Lender or Affiliate of a Lender under or in connection with (A) cash management arrangements, (B) any treasury management arrangement or agreements, (C) credit card arrangements; (D) Permitted Hedging Transactions; and (E) other arrangements not made under this Agreement if it is agreed by the Borrower and the Lender that such debts, liabilities and obligations shall be guaranteed and secured by the Security Documents (collectively, the "**Other Secured Obligations**").

(b) If it is agreed by the Borrower and the Lender pursuant to Section 12.3(a)(ii)(D) that such debts, liabilities and obligations shall be guaranteed and secured by the Security Documents, the Obligors and the Lender shall amend the Security Documents as may be necessary to reflect such agreement. The parties to this Agreement confirm that it is their intention that Affiliates of the Lender to whom Other Secured Obligations are owed shall benefit from the Security Documents as described in this Section 12.3, notwithstanding that such Affiliates are not party to this Agreement. The Lender shall act as agent for those Affiliates in holding the Security Documents and it is understood that the Lender's decisions concerning the Security Documents made under this Section 12.3 may reflect the interests of their respective Affiliates. In order to give effect to this intention, the Obligors hereby constitute the Lender as trustee of the benefits of the Security Documents for each of such Lender's Affiliates.

(c) Other Secured Obligations shall not cease to be guaranteed and secured by the Security Documents without the prior written consent of the Person to whom the Other Secured Obligations are owed. If the Obligations have been indefeasibly paid in full and the Credit Facilities have been terminated, each Person to whom Other Secured Obligations are owed shall release their interest in the Security Documents on receiving Cash Collateral as security for the Other Secured Obligations in an amount satisfactory to such Person, acting reasonably.

(d) Notwithstanding the rights of Persons to whom Other Secured Obligations are owed to benefit from the Security Documents, all decisions concerning the Security Documents (including the enforcement and release thereof) shall be made by the Lender in accordance with this Agreement and no Person owed Other Secured Obligations shall have any additional right to participate in decisions concerning the Security Documents or their enforcement or release as a result of holding Other Secured Obligations so long as this Agreement remains in force. Notwithstanding the termination of this Agreement by reason of the indefeasible repayment in full of the Obligations, or for any other reason, the Other Secured Obligations shall continue to be secured by the Security Documents, except as expressly provided in Section 12.3(c). After the termination of this Agreement, decisions concerning the Security Documents shall be made by those to whom Other Secured Obligations are owed as they may determine amongst themselves.

ARTICLE 13 - DEFAULT AND REMEDIES

13.1 Events of Default

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) **Default in Payment of Principal of Loan**: if any Obligor fails to make any payment of principal on the Revolving Loan within three (3) Banking Days of its due date, whether due by acceleration or otherwise; or

(b) **Other Payment Defaults**: if any Obligor shall fail to make any payment of interest, fees or other payment (other than a payment referred to in clause (a)) due under this Agreement or any Obligor fails to make any other payment due under any Loan Document, in each case within three (3) Banking Days of its due date, whether due by acceleration or otherwise; or

(c) **Inaccurate Representations or Information**: any representation, warranty, statement or certificate, when taken as a whole, made or delivered to the Lender in writing in this Agreement, in any other Loan Documents or any financial statement or other information delivered in writing to the Lender by any Obligor or any of its officers in, or in connection with, this Agreement, in each case, when taken as a whole, is incorrect or misleading in any material respect and (if capable of cure) such breach is not remedied for a period of 20 days following notice thereof by the Lender to the Borrower; or

(d) **Default in Covenants**: if any Obligor shall fail to perform, observe or comply with any other term, covenant or agreement contained in this Agreement (other than payments referred to in Sections (a) and (b)) or in any other Loan Document on its part to be performed, observed or complied with and such failure shall remain unremedied, to the extent capable of being remedied, for a period of 20 days following notice thereof by the Lender to the Borrower; or

(e) **Judgment**: if a final non-appealable judgment or order for the payment of money in excess of CDN$500,000 in the aggregate is rendered against any Obligor and such judgment or order shall continue unsatisfied and unstayed (or shall not have been vacated) for a period of thirty (30) consecutive days; or

(f) **Cross Default to Debt**: if any Obligor shall fail to pay any of its Debt (other than that referred to in Sections (a) and (b)) or any interest or premium thereon, when due (whether at scheduled maturity or by required prepayment, acceleration, demand or otherwise), the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000 and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or there occurs any other default which has not been cured or waived under any agreement or instrument relating to any such Debt, the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000, of any Obligor or any other event shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or permit the acceleration of, the maturity of such Debt; or any such Debt, the amount of which individually or in the aggregate at any time exceeds CDN$1,750,000, shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(g) **Insolvency; Bankruptcy; etc.**: if any Obligor shall not pay its debts generally as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of its creditors; or any proceeding shall be commenced or instituted by or against any Obligor seeking to adjudicate it bankrupt or insolvent, or seeking the winding-up, reorganization, arrangement, adjustment, dissolution, protection, relief, liquidation or composition of any Obligor or any of its Debt (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), or under any law relating to bankruptcy, insolvency or reorganization or relief of debtors (each, a "**Bankruptcy and Insolvency Law**"), or seeking the appointment of a receiver, receiver-manager, interim receiver, trustee, sequestrator or other similar official for any Obligor or for all or any part of its Assets or seeking the suspension of the operations of any Obligor and, in the case of any such proceeding instituted against any Obligor and in respect of which any Obligor has not by any act indicated its consent to, approval of, or acquiescence in, such proceeding, such proceeding shall remain undismissed or unstayed for a period of 60 days; or any Obligor shall take any corporate or partnership action to authorize any of the actions set forth above in this Section 13.1(g); or

(h) **Cease to operate**: any Obligor ceases or threatens to cease to carry on business generally; or

(i) **Security**: other than in connection with any action or inaction of the Lender, any Lien created or intended to be created by any Security Document shall cease to be a valid and enforceable first ranking Lien subject only to Permitted Liens; or

(j) **Exercise of Remedies by Other Creditors**: any creditor or other holder of any Lien on all or any material part of the collateral, other than the Lender, shall take any action or proceedings, or shall authorize or instruct any other Person on its behalf to take any action or proceedings, to commence any enforcement or realisation under, or exercise or pursue any rights, recourses or remedies under, any agreement or other instrument creating a Lien on any of the Collateral, unless in each case such action, proceedings, enforcement or exercise of rights, recourses and remedies is dismissed or withdrawn within thirty (30) days of its commencement or unless the validity thereof is being contested diligently and in good faith by or on behalf of the relevant Obligor by proper legal proceedings, and provided any action has not proceeded to final non-appealable judgment and any other enforcement or exercise of rights or remedies has not proceeded to a stage where the Assets of the relevant Obligor may be sold or the rights of the Lender in such Assets impaired or reduced in value; or

(k) **Seizure, etc**.: if a seizure or attachment is made of, or enforcement made against, any Assets of any Obligor (other than in respect of a Lien contemplated in Section (i)) which Assets in the aggregate have a book value in excess of CDN$500,000, provided that such seizure, enforcement or taking of possession or control continues in effect and remains undischarged for a period of thirty (30) days; or

(l) **Material Adverse Effect**: any event occurs or fails to occur which singly or in the aggregate constitutes a Material Adverse Effect; or

(m) **Change of Control**: a Change of Control shall occur, other than with the Lender's prior written consent in accordance with Section 11.3; or

(n) **Termination of Guarantee**: if any Guarantor withdraws or terminates, or attempts to withdraw or terminate its Guarantee.

13.2 Effect of a Default

Upon the occurrence and during the continuation of any Event of Default, the Lender, by notice to the Borrower may (i) declare the obligation of the Lender to make any further Advances to the Borrower to be terminated, whereupon the Credit Facilities are forthwith terminated, and/or (ii) declare the Loan, all interest accrued and unpaid thereon, an amount equal to the maximum amount available to be drawn under all outstanding and unexpired Letters of Credit, and all other amounts payable by the Borrower under or pursuant to this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loan, all such accrued interest and all such other amounts shall become and be forthwith immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. Thereupon, the Borrower shall immediately pay to the Lender all such

amounts due and payable. In addition to the foregoing, if an Event of Default pursuant to Section 13.1(g) shall occur, the obligation of the Lender to make any further Advances shall automatically be terminated and the Loan, all interest accrued and unpaid thereon, an amount equal to the maximum amount available to be drawn under all outstanding and unexpired Letters of Credit and all other amounts payable by the Borrower under or pursuant to this Agreement and the other Loan Documents shall automatically be and become immediately due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower, and thereupon the Borrower shall immediately pay to the Lender all such amounts due and payable. For greater certainty, the Borrower will be considered to be in default of its obligations hereunder by the mere lapse of time provided for performing such obligations, without any requirement of further notice or other act of the Lender unless a notice is specifically required hereunder. If an Event of Default shall have occurred and be continuing, the Lender may immediately exercise all rights and remedies it may have under this Agreement and the other Loan Documents and by Applicable Law, all without any additional notice, presentment, demand, protest, notice of dishonour, take possession of any of the collateral, or any other action, notice of all of which are expressly waived by the Obligors.

13.3 Remedies Cumulative; No Waiver

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender under this Agreement and the other Loan Documents are cumulative and are in addition to, not in substitution for, any rights or remedies provided by any Applicable Law; no failure on the part of the Lender to exercise, and no delay in exercising, any right or remedy hereunder or thereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained prejudice or preclude any other or further exercise thereof or the exercise of any other right or remedy for the same or any other default or breach and shall not waive, alter, affect or prejudice any other right or remedy.

13.4 Set-Off

In addition to, and not in limitation of, any rights now or hereafter granted under Applicable Law, the Lender is hereby expressly authorized (but not obliged), at any time or from time to time upon the occurrence of an Event of Default, to set-off or compensate and to appropriate and to apply any and all deposits, general or special, matured or unmatured, and any other indebtedness at any time held by or owing by the Lender to, or for the credit of, or the account of, the Obligors against and on account of the Obligations due and payable to the Lender under this Agreement and the other Loan Documents including, without limitation, all claims of any nature or description arising out of, or connected with, this Agreement and the other Loan Documents, irrespective of whether or not any demand therefor has been made and although such obligations and liabilities of, or claims against, the Obligors, are contingent or unmatured. The Lender shall upon any such set-off, compensation or appropriation give notice to the Borrower.

ARTICLE 14 - NOTICE

14.1 Notices, Etc.

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing to the party for whom it is intended and shall be mailed, sent or delivered, to such party at its address set forth opposite its signature below or shall be sent by telecopier or other means of rapid communication at its rapid communication address set forth opposite its signature below, or at such other address or rapid communication address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if mailed, three Banking Days after deposited in the mail, first class, postage prepaid, (ii) if delivered, when delivered, and (iii) if sent by telecopier, electronic mail or other means of rapid communication, including portable document format (PDF) on the date of transmission if transmitted before 5:00 p.m. (Toronto time) on a Banking Day or, in any other case, on the next following Banking Day. In the event of a postal strike or any slow-down in the postal service, no notice of or communication by mail shall be effective if sent during, or within five Banking Days prior to the commencement of, such strike or slow-down unless it is actually received by the party to whom it is addressed and, in such event, it shall be effective only on the date of actual receipt.

ARTICLE 15 - GOVERNING LAW; JURISDICTION

15.1 Governing Law

This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15.2 Forum Selection; Consent to Jurisdiction

Any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or the transactions contemplated hereby or thereby may be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

ARTICLE 16 - MISCELLANEOUS

16.1 Successors and Assigns

(a) This Agreement shall become effective when it shall have been executed by the Lender and the Obligors and thereafter shall be binding upon and inure to the

benefit of the Lender and the Obligors and its respective successors and permitted assigns.

(b) Except as otherwise required or permitted hereunder, no Obligor shall have the right to assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Lender.

(c) In the event of an assignment of part of the Loans (where the Lender still owns part of the Loan) or a participation, the Lender, acting solely for this purpose as an agent of the Borrower, shall maintain a register for the recordation of the names and addresses and principal amounts (and stated interest) of the Loans owing to each Lender and each Participant (as such term is defined below) (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the Lender(s) shall treat each Person whose name is recorded in the Register as a Lender hereunder or owner of a participation, as applicable, for all purposes of this Agreement.

(d) The Lender may, at any time, upon the prior written consent of the Borrower not to be unreasonably withheld, assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement in a minimum amount of Cdn$5,000,000 and thereafter in minimum increments of Cdn$100,000. For purposes of this Agreement, "Eligible Assignee" means any Person other than a natural Person that is (i) an Affiliate of the Lender; or (ii) an entity that possesses financial sophistication and standing similar to that of the Lender and is not a Competitor of the Borrower. Subject to notification of an assignment, the Eligible Assignee shall be a party hereto and, to the extent of the interest assigned, have the rights and obligations of the Lender under this Agreement, and the Lender shall, to the extent of the interest assigned, be released from its obligations under this Agreement (and, in the case of an assignment covering all of the Lender's rights and obligations under this Agreement, the Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Article 7, Article 8 and Section 16.4). The Borrower hereby agrees to execute any amendment and/or any other document that may be necessary to effectuate such an assignment, including an amendment to this Agreement to provide for multiple Lenders and an administrative agent to act on behalf of such Lenders (including, without limitation, a "required lender" (or analogous definition) threshold and related consent rights). Any assignment or transfer by the Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by the Lender of a participation in such rights and obligations in accordance with Section 16.1(e). For purposes hereof, a "Competitor" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in substantially the same business as the Business, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than 5% of the outstanding equity of any Competitor and does not, nor do any of its

Affiliates, have a right to designate any members of the Board of Directors of such Competitor. Notwithstanding anything to the contrary herein, the prior written consent of the Borrower shall not be required for such assignment upon the occurrence of an Event of Default which is continuing.

(e) The Lender may, at any time, without the consent of the Borrower, sell participations to one or more banks or other entities that are not Competitors (each, a "**Participant**") in all or a portion of the Lender's rights and obligations under this Agreement in minimum increments of US$500,000; *provided that* (i) the Lender's obligations under this Agreement shall remain unchanged; (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement.

(f) The Lender may deliver a copy of any financial statement or any other information relating to the business, Assets or condition (financial and otherwise) of the Obligors which may be furnished to it under this Agreement, the other Loan Documents or otherwise to any prospective or other Participant or Eligible Assignee to the extent reasonably required by such Participant or Eligible Assignee in connection with its interest or the proposed acquisition of an interest in the Credit Facilities as long as such party is subject to the confidentiality provisions required under this Agreement.

(g) Intentionally Deleted.

(h) The Lender agrees (on behalf of itself and each of its Affiliates, Subsidiaries, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound lending practices, any non-public information supplied to it by the Obligors pursuant to this Agreement or any other Loan Document (and which is not independently known to the Lender) provided that nothing herein shall limit the disclosure of any such information (i) to the extent required by Applicable Law or judicial process, (ii) to counsel for the Lender, (iii) to the Lender's examiners, auditors or accountants, (iv) in connection with any litigation to which the Lender is a party, (v) to any Affiliate of the Lender, or (vi) to any Eligible Assignee or Participant (or prospective Eligible Assignee or Participant); provided, further, that unless specifically prohibited by Applicable Law or court order, the Lender shall, prior to disclosure thereof, notify the Borrower of any request for disclosure of any such non-public information (x) by any governmental agency or representative thereof (other than any such request in connection with an examination of the Lender's financial condition by such governmental agency), or (y) pursuant to legal process; and provided finally that in no event shall the Lender, its Affiliates or any Eligible Assignee, be obligated or required to return any materials furnished by the Obligors.

16.2 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate, affect or impair the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable any such provision in any other jurisdiction.

16.3 Amendments, Waivers, Etc.

No amendment, modification or waiver of any provision of, and no waiver of the strict observance, performance or compliance by the Obligors with any term, covenant, condition or agreement contained in this Agreement or any other Loan Document and no indulgence granted by the Lender or consent to any departure by the Obligors therefrom, shall in any event be effective unless it shall be in writing and signed by the Lender and the Obligors, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

16.4 Indemnity

In consideration of the execution and delivery of this Agreement by the Lender and the agreement to extend the commitments provided hereunder, the Borrower hereby agrees to indemnify and hold the Lender and each of the officers, directors, employees, Affiliates, advisors, agents, and other representatives of the Lender (each a "**Lender Party**") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses (other than such expenses payable by the Borrower in accordance with Section 8.5), including reasonable legal fees and expenses (collectively, the "**Indemnified Liabilities**"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to the negotiation, execution, delivery, performance or enforcement of this Agreement or any other Loan Document by any Lender Party, except to the extent any such Indemnified Liabilities result from the applicable Lender Party's own gross negligence, bad faith or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Notwithstanding the foregoing, each Lender Party shall be obligated to refund and return any and all amounts paid by the Borrower to such Lender Party for fees, expenses or damages to the extent such Lender Party is not entitled to payment of such amounts in accordance with the terms hereof. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under Applicable Law, but subject to the preceding sentence regarding return of funds. All Obligations provided for in this Section 16.4 shall survive repayment of the Loans, any foreclosure under, or any modification, release or discharge of, any or all of the Security Documents and termination of this Agreement.

16.5 Direct Obligation

Notwithstanding any other provision hereof, the Obligors shall be obligated directly towards the Lender as well as any other amounts which may be payable by the Borrower to the Lender pursuant to or in connection with this Agreement, any other Loan Document or any

Borrowings. Any default of any party hereto in the performance of its obligations shall not release any of the other parties hereto from the performance of any of their respective obligations.

16.6 Term of Agreement

This Agreement shall continue in full force and effect until all of the Credit Facilities have terminated and all Obligations (other than contingent or indemnification obligations not then due, obligations under clause (ii) of "Obligations" as to which arrangements satisfactory to the Lender shall have been made or other obligations that specifically survive termination) of the Borrower have been paid and satisfied in full.

16.7 Further Assurances

The Obligors agree to do, execute, acknowledge, deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, opinions and assurances as may be reasonably requested by the Lender from time to time during the term hereof for the purpose of effecting the transactions contemplated hereby and by the other Loan Documents.

16.8 Account kept by the Lender

The Lender shall keep in its books, accounts for the Credit Facilities and other amounts payable by the Borrower under the Credit Facilities. The Lender shall keep appropriate registers showing the amount of the indebtedness of the Borrower in respect of the Credit Facilities and showing each payment or repayment of principal and interest made in respect of such indebtedness. Such registers shall constitute (in the absence of manifest error) prima facie evidence of their content against the Borrower; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of this Agreement shall not be affected by the failure of the Lender to keep such registers. The Lender shall supply the Borrower, on demand, with copies of such registers.

16.9 Paramountcy

To the extent that any provision of this Agreement is inconsistent with the provisions of any other Loan Document, the provisions of this Agreement shall prevail.

16.10 Disclosure of Information

The Lender may, upon the prior written consent of the Borrower in its sole discretion, reproduce, disclose and use information about the Borrower (including, without limitation, the Borrower's name and any identifying logos) and the Credit Facilities, other than the amounts available thereunder (all such information being called the "**Information**"), to enable the Lender to publish promotional "tombstones" and other forms of notices of the financing herein contemplated in any manner and in any media (including, without limitation, brochures). The Borrower acknowledges and agrees that the Lender shall be entitled to determine, in its discretion, whether to use the Information, that no compensation will be payable by the Lender resulting therefrom and that the Lender shall have no liability whatsoever to the Borrower or any of its employees, officers, directors, Affiliates or shareholders in obtaining and using the Information in accordance with this Section 16.10.

16.11 Execution in Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16.12 Whole Agreement; Termination of Existing Commitment Letter

This Agreement constitutes the whole agreement between the parties in respect of the Credit Facilities, and as and from the date of this Agreement, cancels and supersedes any other prior agreements, undertakings, declarations and representations, written or oral, in respect thereto. The parties hereby confirm that upon the refinancing of the indebtedness owing under the Existing Commitment Letter in accordance with Section 3.2, the Existing Commitment Letter shall be of no further force or effect.

16.13 English Language

The parties confirm that it is their express wish that this Agreement and any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

16.14 Remedies Cumulative

No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No breach of any provision of any Loan Document may be waived or discharged verbally, and any waiver of, or consent to, any departure by any Obligor therefrom shall in any event be effective unless the same shall be made by way of an instrument in writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the

time and purpose for which given. Without limiting the generality of the foregoing, the making of an Advance shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

16.15 Judgement Currency

If, for the purpose of obtaining a judgment in any court, it is necessary to convert a sum due to the Lender in any currency (the "Original Currency") into another currency (the "Other Currency"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Lender may purchase the Original Currency with the Other Currency on the Banking Day preceding the day on which the final judgment is given or, if permitted by Applicable Law, on the day on which the judgment is paid or satisfied. The obligations of the Borrower in respect of any sum due in the Original Currency from it to the Lender under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Banking Day following receipt by the Lender of any sum adjudged to be so due in the Other Currency, the Lender may, in accordance with normal banking procedures, purchase the Original Currency with the Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Lender in the Original Currency, the Borrower agrees, as a separate obligation and notwithstanding the judgment, to indemnify the Lender against any loss and, if the amount of the Original Currency so purchased exceeds the sum originally due to the Lender in the Original Currency, the Lender shall remit such excess to the Borrower.

16.16 Waiver of Jury Trial.

The parties hereto hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of the parties hereto. The Borrower acknowledges and agrees that it has received full and sufficient consideration for this provision and that this provision is a material inducement for the Lender entering into this Agreement.

[Remainder of page intentionally left blank. Following pages are signature pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first above written.

Lender:

THE BANK OF NOVA SCOTIA

Address:
40 King Street West, 14th Floor, Toronto,
ON M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

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

By: _____
Name: ~~Nathalie Hall~~ Rachel Davies
Title: Director Execution, National Accounts

Borrower:

QM LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Guarantors:

QMF LP, by its general partner, **QM GP INC.**

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: _____
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

EXHIBIT A
COMPLIANCE CERTIFICATE

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

The undersigned hereby certifies to the Lender, pursuant to Section 11.4(a)(v) of the Credit Agreement, solely in their capacity as _____ of QM GP Inc., the sole general partner of the Borrower, and without personal liability, that as of the date hereof:

1. Unless otherwise defined herein, all capitalized terms appearing in this certificate (including its Schedules) which are defined in the Credit Agreement shall have the meanings assigned to such terms in the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement (including, without limitation, the financial covenants and ratios set forth in Section 11.2 of the Credit Agreement and the representations, warranties and covenants set forth in the Credit Agreement), and I have made all appropriate investigations of the records of the Borrower and have asked all questions to the other executives and officers of the Borrower as I have deemed necessary or useful to allow me to give this certificate knowledgeably.

3. Based on the foregoing, the calculations set forth below (on a consolidated basis) are true and correct and have been made in accordance with the Credit Agreement.

   (a) Fixed Charge Coverage Ratio: **[INSERT CALCULATED RATIO]**
      (i) Covenant: Maintain a minimum Fixed Charge Coverage Ratio of not less than 1.10:1.0, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

   (b) Total Funded Debt to Combined EBITDA Ratio: **[INSERT CALCULATED RATIO]**
      (i) Covenant: Maintain a Total Funded Debt to Combined EBITDA Ratio of less than or equal to 3.50:1.00, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

4. As of the date hereof, to the best of my knowledge after reasonable enquiry, the Borrower and the other Obligors are in compliance with the covenants set forth in Article 11 of the Credit Agreement.

5. The Obligors represent and warrant that each of the representations and warranties made by them in the Credit Agreement and Loan Documents are true and correct in all material respects on and as of the date of this Compliance Certificate, except to the extent such representations and warranties specifically relate to an earlier date, in which case such

representations and warranties shall have been true and correct in all material respects on such earlier date.

8. As of the date hereof, to the best of my knowledge after reasonable enquiry, no Default or Event of Default has occurred and is continuing under the Credit Agreement.

9. The **[UNAUDITED/AUDITED]** financial statements and financial projections of the Borrower for the fiscal **[QUARTER/YEAR]** most recently ended are hereby delivered to the Lender together with this certificate in accordance with the Credit Agreement. Such financial statements and projections including balance sheet, statement of income and statement of changes in financial position of the Borrower, present fairly and in all material respects the financial condition of the Borrower as at the date of such financial statements and the results of the operations of the Borrower for the period covered by such financial statements, all in accordance with GAAP consistently applied, unless otherwise noted.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____

Name:

Title:

EXHIBIT B
NOTICE OF BORROWING REVOLVING FACILITY

TO:	The Bank of Nova Scotia (the "**Lender**")
RE:	Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby request a Borrowing under the Revolving Facility, as indicated in Table 1 attached hereto. The Borrower hereby confirms that the proceeds of the Borrowing will be used in accordance with the Credit Agreement.

The Borrower represents and warrants that each of the representations and warranties made by the Borrower in the Credit Agreement and Loan Documents are true and correct in all material respects on and as of the date of this Notice of Borrowing Revolving Facility, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

The Borrower further represents and warrants that, as of the date of this Notice of Borrowing Revolving Facility, (i) no Default or Event of Default has occurred and is continuing, and (ii) no event or circumstance has occurred or is likely to occur which could have a Material Adverse Effect on the Obligors, which has not been disclosed to the Lender.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____

Name:

Title:

TABLE 1

Form of Advance	**Drawdown Date**	**Amount or Selected Amount**
[For CA: Prime Rate Advance/ Daily Compounded CORRA Advance, Term CORRA Advance / Letter of Credit] [For USD: Base Rate Advance/ SOFR Advance/ Letter of Credit	_____, 202_	[CA/US] $ _____

EXHIBIT C
NOTICE OF BORROWING TERM FACILITY

TO:	The Bank of Nova Scotia (the "**Lender**")
RE:	Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby request a Borrowing under the Term Facility, as indicated in Table 1 attached hereto. The Borrower hereby confirms that the proceeds of the Borrowing will be used in accordance with the Credit Agreement.

The Borrower represents and warrants that each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Borrowing Term Facility, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

The Borrower further represents and warrants that, as of the date of this Notice of Borrowing Term Facility, (i) no Default or Event of Default has occurred and is continuing, and (ii) no event or circumstance has occurred or is likely to occur which could have a Material Adverse Effect on the Obligors, which has not been disclosed to the Lender.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

TABLE 1

Form of Advance	**Drawdown Date**	**Amount or Selected Amount**
[Prime Rate Advance/ Term CORRA Advance, Daily Compounded CORRA Advance	_____, 202_	CA$_____

EXHIBIT D
NOTICE OF CONVERSION

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

1. The undersigned hereby requests the Conversion of an Advance under the Credit Agreement as follows:

    a. Credit Facility:

        i. [__] Term Facility.

        ii. [__] Revolving Facility.

    b. Conversion Date: **[DATE]** (the "**Conversion Date**"), which day is a Banking Day.

    c. Type of maturing Advance converted from: **[TYPE OF ADVANCE]**

    d. Type of new Advance converted to: **[TYPE OF ADVANCE]**

    e. Amount of Conversion (if less than the full amount of the maturing advance is being converted, indicate the amount being converted and the amount that will not be): **[CA/US]$[AMOUNT]**

    f. Interest Period or term (See Section 4.2 of the Credit Agreement): **[INTEREST PERIOD OR TERM]**

2. The undersigned hereby certifies that:

    a. Each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Conversion, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

    b. The Borrower has complied with, and as of the date hereof is continuing to comply with, all of the covenants set out in Article 11 of the Credit Agreement.

    c. No event has occurred and is continuing that constitutes a Default or an Event of Default.

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

EXHIBIT E
NOTICE OF ROLLOVER

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

The undersigned hereby requests the Rollover of Advances under the Credit Agreement as follows:

1. **Credit Facility:**	[__] Term Facility [__] Revolving Facility
2. **Rollover Date:**	[DATE] (the "**Rollover Date**"), which day is a Banking Day.
3. **Type of Advance(s) to be rolled over:**	[__] [SOFR] Advance [__] Term CORRA Advance [__] Daily Compounded CORRA Advance
4. **Amount of Rollover:** (if less than the full amount of the maturing advance is being rolled over, indicate the amount being rolled over and the amount that will not be rolled over)	[CA/US] $[AMOUNT]
5. **Interest Period (SOFR Advances) or term (CORRA Advances)**:	[INTEREST PERIOD OR TERM IN DAYS OR MONTHS]

The undersigned hereby certifies that:

a) Each of the representations and warranties made by the Borrower in the Loan Documents are true and correct in all material respects on and as of the date of this Notice of Rollover, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

b) The Borrower has complied with, and as of the date hereof is continuing to comply with, all of the covenants set out in Article 11 of the Credit Agreement.

c) No event has occurred and is continuing that constitutes a Default or an Event of Default.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

EXHIBIT F
NOTICE OF OPTIONAL REPAYMENT
REVOLVING/TERM FACILITY

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms defined in the Credit Agreement shall have the same meaning when used herein as that assigned to them in the Credit Agreement.

We hereby notify you that on [INSERT DATE], we shall repay an amount of [CA/US]$ [INSERT AMOUNT] of the **[**Revolving Facility/Term Facility] to be applied as indicated in Table 1 attached hereto.

[Signature page follows]

Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____
Name:
Title:

TABLE 1

Loans against which repayment is to be applied	Amount	Selected Maturity Date
	[CA/US]$_____	

SCHEDULE 1.1(CCCCC)
PERMITTED LIENS

SCHEDULE 10.1(L)
INTELLECTUAL PROPERTY

SCHEDULE 10.1(R)
OBLIGORS' JURISDICTION ETC.

SCHEDULE 10.1(U)
CORPORATE CHART

SCHEDULE 10.1(V)
BANK ACCOUNTS

SCHEDULE 10.1(W)
LEASED REAL PROPERTY

SCHEDULE 10.1(Z)
INVESTMENT PROPERTY

THIS IS **EXHIBIT "N"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

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THIRD AMENDMENT TO THE CREDIT AGREEMENT

This Third Amendment to the Credit Agreement (this "**Amendment**") dated as of June 26th, 2024, is made by and among THE BANK OF NOVA SCOTIA (the "**Lender**"), QM LP (the "**Borrower**") and **QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC. AND HIGHPOINT ENVIRONMENTAL SERVICES INC. (**collectively, the **"Guarantors")**

RECITALS

WHEREAS, the Lender, the Borrower and the Guarantors entered into a credit agreement dated June 6, 2023, which was amended by a First Amendment to the Credit Agreement dated December 11, 2023, and further amended by a Second Amendment to the Credit Agreement dated June ___, 2024, as further amended and restated, modified or replaced from time to time (the "**Credit Agreement**");

AND WHEREAS, the parties hereto wish to amend the Credit Agreement on the terms and subject to the conditions set forth herein;

AND WHEREAS, pursuant to Section 16.3 of the Credit Agreement the Lender, the Borrower and the Guarantors s are required to execute this amendment to do so.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement.

The Credit Agreement is hereby amended as follows:

(a) The following definitions are inserted into Section 1.1 (Definitions) of the Credit Agreement:

(i) "**Borrowing Base**" means the aggregate of (i) Canadian accounts receivable of the Obligors under 90 days (excluding accounts due by employees, offsets, inter-company accounts, lienable i.e contractor/subcontractor payables, holdbacks, deemed trusts or accounts due under the Construction Lien Act (Ontario) or equivalent jurisdiction, all as determined by the Lender, acting reasonably); and (ii) the lesser of (A) $4,000,000 and; (B) 40% of Net Inventory, as determined by the Lender, acting reasonably; (i) and (ii) less security interests or charges held by other parties and specific payables which have or may have a priority or rank pari passu over the Lender's security. Net Inventory is defined as the sum of finished goods and raw materials less unpaid

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inventory received from suppliers during the past 30 days. No work in progress is to be included.

(ii) "**Borrowing Base Certificate**" means a borrowing base certificate substantially in the form of Exhibit G hereto.

(iii) "**Visa Business Card Loans**" means all obligations of the Obligors to the Lender pursuant to visa business cards and in accordance with such agreements between the Obligors and the Lender.

(b) The following definitions are deleted in their entirety and replaced as follows:

(i) "**Available Revolving Facility Commitment**" means, at any time, an amount equal to the difference between CDN$25,000,000 and the Revolving Loans

(ii) "**Fixed Charge Coverage Ratio**" means, for any period, the ratio of (a) Combined EBITDA minus (i) income Taxes attributable to the Obligors (or a partner of an Obligor which is a limited partnership) paid in cash; (ii) Unfunded Capital Expenditures; and (iii) cash Distributions (other than until June 30, 2024, one or more Distributions not exceeding $17,775,000 from the proceeds of the Term Facility to WeShall Investments Inc., 2539593 Ontario Inc. or any other non-Obligor), divided by (b) debt service (defined as interest paid and scheduled principal payments on Total Funded Debt on a twelve month trailing basis), in each case in respect of the Obligors, on a consolidated basis.

(iii) "**Revolving Facility**" means the committed revolving credit facility in the maximum principal amount of CDN$25,000,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 2.

(iv) "**Term Facility**" means the committed non-revolving term facility in the maximum principal amount of CDN$17,775,000 which the Lender will make available to the Borrower pursuant to and in accordance with Article 3.

(c) the $150,000,000 referred to in (vi) of the definition of "Permitted Debt" is deleted and replaced with $200,000,000.

(d) Section 2.2 is deleted in its entirety and replaced as follows:

(i) Section 2.2 Availability

The Revolving Loans and Visa Business Card Loans shall not at any time exceed the lesser of (i) CDN$25,000,000 or the Equivalent Amount in US Dollars; and (ii) the Borrowing Base. The aggregate

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face value of all Letters of Credit outstanding at any one time shall not exceed CDN$8,000,000 or the Equivalent Amount in US Dollars.

(e) Section 5.1(d) (Mandatory Repayment of Loans) is added as follows:

(i) If, at any time, the aggregate amount of all outstanding Revolving Loans and Visa Business Card Loans on such date exceeds the lesser of (i) the Revolving Facility and the amount of the Visa Business Card Loans; and (ii) the Borrowing Base, then the Borrower will pay such excess to the Lender within two (2) Banking Days.

(f) Section 11.2(a) (Financial Covenants) is deleted in its entirety and replaced as follows:

(i) So long as any amount owing under this Agreement or the other Loan Documents remains unpaid or the Borrower is entitled to borrow under this Agreement, unless the Lender shall have given its prior written consent, the Obligors covenant and agree to:

(A) Fixed Charge Coverage Ratio. Commencing on September 30, 2024, maintain a minimum Fixed Charge Coverage Ratio of not less than 1.10:1.0, to be calculated and tested on a quarterly basis as at the end of each fiscal quarter; and

(B) Total Funded Debt to Combined EBITDA Ratio. Maintain a Total Funded Debt to Combined EBITDA Ratio of less than or equal to:

(i) 4.25:1.00 for the fiscal quarter from April 1, 2024 to June 30, 2024

(ii) 3.50:1.00, from July 1, 2024 and onwards,

(iii) to be calculated and tested on a quarterly basis as at the end of each fiscal quarter.

(g) Section 11.2(c) (Financial Covenants) is added to the Financial Covenants as follows:

(i) **Minimum EBITDA**: On or before June ____, 2024, the Borrower shall deliver to the Lender monthly financial projections for each month from June 1, 2024 to December 31, 2024 (the "**Projections**") and each month, the Borrower shall calculate and maintain a minimum EBITDA equal to 80% of the Borrower's projected EBITDA in the Projections. For certainty, the total of the actual EBITDA for the months ended January 31, 2024 through May 31, 2024, plus the EBITDA from the monthly projections above, shall be equal to the full year EBITDA provided in the document titled "Scotiabank Q1 Update QM Environmental 2024.05.22", that total being $22,983,839.

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(h) The quarterly financial statements referenced in Section 11.4(a)(i) shall be changed to monthly financial statements to be delivered within 20 days after the end of each calendar month, commencing for the reporting period ending May 31, 2024.

(i) Section 11.4(a)(xiv) (Reporting and Information) is added as follows:

(i) Monthly Borrowing Base Certificate including monthly aged listing of accounts receivable and accounts payable, holdbacks, details of liens filed by project and the total deemed trust claims outstanding exclusive of liens filed, within 20 days of month end, duly signed by an officer of the Borrower.

(j) Section 13.1(o) is added to the Events of Default as follows:

(i) the occurrence of any default, event of default, or failure to observe or perform any agreement, covenant or condition which could result in a default or event of default under any credit facilities made by the Bank in favour of Kingsdale Partners LP, by its general partner, MDC Kingsdale GP Inc., including, without limitation, those credit facilities made available to Kingsdale Partners LP, by its general partner, MDC Kingsdale GP Inc. pursuant to a loan agreement dated March 7, 2019, as amended, restated, supplemented or modified from time to time.

(k) Exhibit "G" is added to the Exhibits in the Credit Agreement, and attached hereto as Schedule "A".

3. Obligors Acknowledgments. The Borrower and Guarantors hereby acknowledge and agree that notwithstanding any term in the Credit Agreement, no Distributions, Investments (including Permitted Investments) or Acquisitions (including Permitted Acquisitions) shall occur or be permitted on or before September 30, 2024 and thereafter, only in accordance with the terms of the Credit Agreement, including, without limitation, that there shall be no Default or Event of Default under the Credit Agreement.

4. Waiver of Financial Covenants. The Lender hereby waives the following breaches of the Borrower, under Section 11.2 of the Credit Agreement:

(a) Total Funded Debt to Combined EBITDA Ratio for fiscal quarter March 31, 2024

(b) Fixed Charge Coverage Ratio for fiscal quarters March 31, 2024 and June 30, 2024.

5. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and Guarantors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

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6. Confirmation of Security. Each Borrower and Guarantor hereby confirms that the Security Documents that it has delivered to the Lender is and continues to be in full force and effect as continuing security for the payment and performance by it of all its present and future indebtedness, liabilities and obligations to the Lender now or hereafter arising, to the extent provided therein, and the Security Documents are enforceable against each Borrower and Guarantor by the Lender in accordance with its terms.

7. Conditions Precedent. This Amendment shall become effective upon the date first written above (the "**Effective Date**") on which the Lender shall have received:

(a) This Amendment, duly executed and delivered by the parties hereto;

(b) Satisfactory evidence that all corporate and other proceedings that are necessary in connection with this Amendment have been taken to the Lender's satisfaction, and the Lender shall have received all such counterpart originals or certified copies of such documents as the Lender may reasonably request;

(c) Payment of reasonable and documented legal fees and expenses of Gardiner Roberts LLP; and

(d) Such other information and documents as may reasonably be required by the Lender in connection with this Amendments.

8. Representations and Warranties. The Borrower and Guarantors hereby represent and warrant to the Lender immediately after giving effect to this Amendment that:

(a) Each Borrower and Guarantor has the power and authority, and the legal right, to execute, deliver and perform this Amendment.

(b) Each Borrower and Guarantor has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment or the execution, delivery, performance, validity or enforceability of this Amendment, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each Borrower and Guarantor. This Amendment and the Credit Agreement constitute the legal, valid and binding obligations of the Borrowers and are enforceable against the Borrower and Guarantors in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) Each of the representations and warranties made by the Borrower and Guarantors herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

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(f) No Default or Event of Default has occurred and is continuing, or will immediately result from this Amendment.

9. Successors and Assigns. This Amendment is binding upon and shall enure to the benefit of the Borrowers and the Lender, and each of their respective permitted successors and permitted assigns.

10. Governing Law. This Amendment shall be governed by the internal laws of the Province of Ontario and the laws of Canada applicable thereto.

11. Counterparts and Electronic Transmission. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: DB5E6C4E-4593-45A9-BAB8-D42F7B244F41

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Lender:

THE BANK OF NOVA SCOTIA

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

By: _____
Name: Rachel Davies
Title: Director Execution, National Accounts

Address:
40 King Street West, 14th Floor, Toronto, ON
M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

Borrower:

QM LP, by its general partner, **QM GP INC.**

By: _____
Signed by:
Agnes Wietrzynski
B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

DocuSign Envelope ID: DB5E6C4E-4593-45A9-BAB8-D42F7B244F41

Guarantors:

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QMF LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

DocuSign Envelope ID: DB5E6C4E-4593-45A9-BAB8-D42F7B244F41

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

DocuSign Envelope ID: DB5E6C4E-4593-45A9-BAB8-D42F7B244F41

SCHEDULE "A"

EXHIBIT G -BORROWING BASE CERTIFICATE

TO: The Bank of Nova Scotia (the "**Lender**")

RE: Credit agreement dated as of _____, 2023 among the Lender, as lender, QM LP, as borrower (the "**Borrower**"), and the guarantors noted therein (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

The undersigned hereby certifies to the Lender, pursuant to Section 11.4(a)(iv) of the Credit Agreement, solely in their capacity as _____ of QM GP Inc., the sole general partner of the Borrower, and without personal liability, that as of the date hereof:

1. Unless otherwise defined herein, all capitalized terms appearing in this certificate (including its Schedules) which are defined in the Credit Agreement shall have the meanings assigned to such terms in the Credit Agreement.

2. Based on the foregoing, the calculations of the Borrowing Base is as follows: **[INSERT CALCULATION]**

3. The Obligors represent and warrant that each of the representations and warranties made by them in the Credit Agreement and Loan Documents are true and correct in all material respects on and as of the date of this Compliance Certificate, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on such earlier date.

4. As of the date hereof, to the best of my knowledge after reasonable enquiry, no Default or Event of Default has occurred and is continuing under the Credit Agreement.

[Signature page follows]

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Dated: _____, _____.

Yours truly,

QM LP, by its general partner, **QM GP INC.**

By: _____

Name:

Title:

THIS IS **EXHIBIT "O"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Docusign Envelope ID: 7190288D-D574-4F86-A5EF-6AF11C3DD473

FOURTH AMENDMENT TO THE CREDIT AGREEMENT

This Fourth Amendment to the Credit Agreement (this "**Amendment**") dated as of September 18, 2024, is made by and among THE BANK OF NOVA SCOTIA (the "**Lender**"), QM LP (the "**Borrower**") and **QMF LP, TWT LP, QUANTUM HOLDINGS LP, QM GP INC.** and **HIGHPOINT ENVIRONMENTAL SERVICES INC. (**collectively, the **"Guarantors**").

RECITALS

WHEREAS, the Lender, the Borrower and the Guarantors entered into a credit agreement dated June 6, 2023, which was amended by a First Amendment to the Credit Agreement dated December 11, 2023, further amended by a Second Amendment to the Credit Agreement dated June 14, 2024, and further amended by a Third Amendment to the Credit Agreement dated June 26, 2024 (as further amended and restated, modified or replaced from time to time the "**Credit Agreement**");

AND WHEREAS, the parties hereto wish to amend the Credit Agreement on the terms and subject to the conditions set forth herein;

AND WHEREAS, pursuant to Section 16.3 of the Credit Agreement the Lender, the Borrower and the Guarantors are required to execute this Amendment to do so.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement.

   The Credit Agreement is hereby amended as follows:

   (a) The definition of Borrowing Base in Section 1.1 (Definitions) to the Credit Agreement is deleted in its entirety and replaced with the following definition:

      (i) *"**Borrowing Base**" means the aggregate of (i) 85% of the Canadian accounts receivable of the Obligors under 90 days (excluding accounts due by employees, offsets, inter-company accounts, lienable i.e contractor/subcontractor payables, holdbacks, deemed trusts or accounts due under the Construction Lien Act (Ontario) or equivalent jurisdiction, all as determined by the Lender, acting reasonably); and (ii) the lesser of (A) $4,000,000 and; (B) 40% of Net Inventory, as determined by the Lender, acting reasonably; (i) and (ii) less security interests or charges held by other parties and specific payables which have or may have a priority or rank pari passu over the Lender's security. Net Inventory is defined as the sum of finished goods and raw materials less unpaid inventory received from suppliers during the past 30 days. No work in progress is to be included*.

3. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and Guarantors. The amendments contained

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herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrower or the Guarantors that would require the waiver or consent of the Lender.

4. Confirmation of Security. Each Borrower and Guarantor hereby confirms that the Security Documents that it has delivered to the Lender are and continue to be in full force and effect as continuing security for the payment and performance by it of all its present and future indebtedness, liabilities and obligations to the Lender now or hereafter arising, to the extent provided therein, and the Security Documents are enforceable against each Borrower and Guarantor by the Lender in accordance with its terms.

5. Representations and Warranties. The Borrower and Guarantors hereby represent and warrant to the Lender immediately after giving effect to this Amendment that:

   (a) Each Borrower and Guarantor has the power and authority, and the legal right, to execute, deliver and perform this Amendment.

   (b) Each Borrower and Guarantor has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

   (c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment or the execution, delivery, performance, validity or enforceability of this Amendment, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

   (d) This Amendment has been duly executed and delivered on behalf of each Borrower and Guarantor. This Amendment and the Credit Agreement constitute the legal, valid and binding obligations of the Borrowers and are enforceable against the Borrower and Guarantors in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

   (e) Each of the representations and warranties made by the Borrower and Guarantors herein or in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

   (f) No Default or Event of Default has occurred and is continuing, or will immediately result from this Amendment.

6. Governing Law. This Amendment shall be governed by the internal laws of the Province of Ontario and the laws of Canada applicable thereto.

7. Counterparts and Electronic Transmission. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by email or other means of electronic

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transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Lender:

THE BANK OF NOVA SCOTIA

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

By: _____ for/on behalf of
Name: Rachel Davies
Title: Director Execution, National Accounts

Address:
40 King Street West, 14th Floor, Toronto, ON
M5H 1H1

Attention: Daniel Cameron

Phone: 416-933-1424
Email: dan.cameron@scotiabank.com

Borrower:

QM LP, by its general partner, **QM GP INC.**

By: _____
Signed by:
Agnes Wietrzynski
B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

Docusign Envelope ID: 7190288D-D574-4F86-A5EF-6AF11C3DD473

Guarantors:

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QMF LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C8C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

TWT LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C8C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Docusign Envelope ID: 7190288D-D574-4F86-A5EF-6AF11C3DD473

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QUANTUM HOLDINGS LP, by its general partner, **QM GP INC.**

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

QM GP INC.

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

Address:
200-5035 South Service Road
Burlington, Ontario
L7L 6M9

Attention: Agnes Wietrzynski

Email: Agnes.Wietrzynski@QMenv.com

HIGHPOINT ENVIRONMENTAL SERVICES INC.

By: Signed by: Agnes Wietrzynski B22D0C6C1FB345B...
Name: Agnes Wietrzynski
Title: President and Chief Executive Officer

THIS IS **EXHIBIT "P"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(1737)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : QM GP INC.

FILE CURRENCY : 29JUN 2025

ENQUIRY NUMBER 20250630132615.43 CONTAINS 112 PAGE(S), 33 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CENTRO -WEB ORDER 31527

303-425 UNIVERSITY AVE
TORONTO ON M5G1T6

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crf|6 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(1738)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 515835063

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		004		20250501 1402 1462 4472	P PPSA	8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.	
02	DEBTOR								
03	NAME	BUSINESS NAME	TS LP O/A TITAN SUPPLY						
04		ADDRESS	5135 67 AVE NW			EDMONTON	AB		T6B2R8
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME	QM GP INC						
07		ADDRESS	5035 SOUTH SERVICE ROAD			BIRLINGTON	ON		L7L6M9
08	SECURED PARTY / LIEN CLAIMANT		SUMMIT ACCEPTANCE CORP						
09		ADDRESS	1260 HIGHFIELD CRES SE			CALGARY	AB		T2G5M3

	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10		X							

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2024	FORD	F550 SUPERCAB	1FD0X5HT0REE02913
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS TO THE ABOVE MENTIONED COLLATERAL AND ALL

16 REGISTERING AGENT
SUMMIT ACCEPTANCE CORP

17 ADDRESS 1260 HIGHFIELD CRES SE CALGARY AB T2G5M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	515835063										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		02		004		20250501 1402 1462 4472		P	PPSA	8	

		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC O/A TS LP				ONTARIO CORPORATION NO.	
04		ADDRESS	CQM GP INC O/A TS L			506 24 AVENUE	AB	T9E8G3
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10										

	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				

13	GENERAL	PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
14	COLLATERAL	WITH
15	DESCRIPTION	SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT

16	REGISTERING AGENT	SUMMIT ACCEPTANCE CORP				
17	ADDRESS	1260 HIGHFIELD CRES SE	CALGARY	AB	T2G5M3	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cjj1lv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(1740)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
TILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	515835063								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		004		20250501 1402 1462 4472	P PPSA	8	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME BUSINESS NAME			ONTARIO CORPORATION NO.
04	ADDRESS			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME BUSINESS NAME			ONTARIO CORPORATION NO.
07	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	ADDRESS			

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10										

	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				

13 GENERAL THAT
14 COLLATERAL INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR
15 DESCRIPTION PROCEEDS OF SUCH COLLATERAL. PROCEEDS- GOODS, SECURITIES, DOCUMENTS

16 REGISTERING AGENT SUMMIT ACCEPTANCE CORP
17 ADDRESS 1260 HIGHFIELD CRES SE CALGARY AB T2G5M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(1741)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 515835063

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		004		20250501 1402 1462 4472	P PPSA	8

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
					ONTARIO CORPORATION NO.
04		ADDRESS			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
					ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OF
TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT SUMMIT ACCEPTANCE CORP
17 ADDRESS 1260 HIGHFIELD CRES SE CALGARY AB T2G5M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(1742)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	795222162										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD		
01		001		1		20230713 0915 1901 8796		P PPSA	06		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	QM LP								
									ONTARIO CORPORATION NO.		
04		ADDRESS	5035 SOUTH SERVICE ROAD , SUITE 200			BURLINGTON			ON	L7L 6M9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME	QM GP INC.								
									ONTARIO CORPORATION NO.		
07		ADDRESS	3580 LAIRD RD			MISSISSAUGA			ON	L5L 5Z7	
08	SECURED PARTY / LIEN CLAIMANT		JOHN DEERE FINANCIAL INC.								
09		ADDRESS	295 HUNTER ROAD, P.O. BOX 1000			GRIMSBY			ON	L3M 4H5	

COLLATERAL CLASSIFICATION										
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE		
		X		X	X					
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2023	JOHN DEERE	350 P	1FF350PAHPF000655
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — ESC CORPORATE SERVICES LTD.

17 ADDRESS — 201-1325 POLSON DR. — VERNON — BC — V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795222261

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20230713 0916 1901 8797	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.	
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	5035 SOUTH SERVICE TOAD , SUITE 200			BURLINGTON	ON	L7L 6M9	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	3580 LAIRD RD			MISSISSAUGA	ON	L5L 5Z7	
08	SECURED PARTY / LIEN CLAIMANT		JOHN DEERE FINANCIAL INC.						
09		ADDRESS	295 HUNTER ROAD, P.O. BOX 1000			GRIMSBY	ON	L3M 4H5	

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10				X		X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2023	JOHN DEERE	300 P	1FF300PACPF000034
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.				
17		ADDRESS	201-1325 POLSON DR.	VERNON	BC	V1T 8H2	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(orjtfv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(1744)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 795222756

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20230713 0921 1901 8806	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
04		ADDRESS	5035 SOUTH SERVICE ROAD , SUITE 200			BURLINGTON	ONTARIO CORPORATION NO. ON	L7L 6M9		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR									
06	NAME	BUSINESS NAME	QM GP INC.							
07		ADDRESS	3580 LAIRD RD			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L5L 5Z7		
08	SECURED PARTY / LIEN CLAIMANT		JOHN DEERE FINANCIAL INC.							
09		ADDRESS	295 HUNTER ROAD, P.O. BOX 1000			GRIMSBY	ON	L3M 4H5		

	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10			X		X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2023	JOHN DEERE	200G	1FF200GATNF000005
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.			
17		ADDRESS	201-1325 POLSON DR.	VERNON	BC	V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791424531

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230313 1437 1902 9501	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM GP INC.						
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L5L 5Z7	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON	ON	L7L 6Z8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2023	CATERPILLAR	326-07	CAT00326JFAY00255
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL
14	COLLATERAL	ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
15	DESCRIPTION	ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.					
17		ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
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LE REGISTRATEUR
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(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791424531

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230313 1437 1902 9501		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING
14 WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY
15 PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791424531

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230313 1437 1902 9501		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(1748)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791082675

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	3		20230228 1149 5064 6659	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.		
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA			ON	L5L 5Z7
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
06	NAME	BUSINESS NAME	QM LP							
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA			ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED							
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON			ON	L7L 6Z8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2023	CATERPILLAR	326-07	CAT00326JFAY00255
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL
14		ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
15		ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL
16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.
17	ADDRESS	445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(1749)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791082675

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1149 5064 6659		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	791082675									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		003		3		20230228 1149 5064 6659				
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME	QM GP INC.					ONTARIO CORPORATION NO.		
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA		ON	L5L 5Z7	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME	QM GP INC.					ONTARIO CORPORATION NO.		
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA		ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT									
09		ADDRESS								

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr)1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 15
(1751)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791082846

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230228 1156 5064 6668	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
							ONTARIO CORPORATION NO.		
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL						
							ONTARIO CORPORATION NO.		
07		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7	

08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED					
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON	ON	L7L 6Z8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2018	CATERPILLAR	349FL	CAT0349FHBZ220378
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL
14	COLLATERAL	PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15	DESCRIPTION	ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.			
17		ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(1752)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	791082846						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1156 5064 6668		
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME		QM LP				
							ONTARIO CORPORATION NO.	
04		ADDRESS		5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA	ON	L4W 5A1
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME		QM ENVIRONMENTAL				
							ONTARIO CORPORATION NO.	
07		ADDRESS		5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA	ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED
15 DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A
RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
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DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	791082846

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230228 1156 5064 6668		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

08	SECURED PARTY / LIEN CLAIMANT	
09	ADDRESS	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH
14	COLLATERAL	COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE,
15	DESCRIPTION	CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16	REGISTERING AGENT	
17	ADDRESS	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 18
(1754)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
, 00 791082864

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230228 1157 5064 6669	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L5L 5Z7		
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
06	NAME	BUSINESS NAME	QM LP							
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1		
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED							
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON	ON	L7L 6Z8		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2019	CATERPILLAR	336 07	CAT00336KDKS01165
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 336-07 LARGE HYDRAULIC EXCAVATOR C/W GENERAL
14	COLLATERAL	PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15	DESCRIPTION	ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.					
17	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(1755)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791082864

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1157 5064 6669		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION
14 TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED
15 DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A
RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
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REGISTRAR OF
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(1756)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791082864

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230228 1157 5064 6669		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION
COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH
14 COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE,
15 CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE Ccurrency : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791084592

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230228 1248 5064 6733	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L5L 5Z7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM LP, THROUGH ITS GENERAL PARTNER, QM GP INC.						
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON		ON	L7L 6Z8

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10				X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CATERPILLAR	730-04	CAT00730C3T301189
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL
14	COLLATERAL	ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
15	DESCRIPTION	ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.			
17	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 22
(1758)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791084592

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1248 5064 6733		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
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(cr)1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(1759)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791084592

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230228 1248 5064 6733		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ON	L5L 5Z7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS,
15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
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PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 24
(1760)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	791084646									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		001		3		20230228 1249 5064 6737		P PPSA	06	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
								ONTARIO CORPORATION NO.		
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA		ON	L4W 5A1	
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME	QM GP INC.							
								ONTARIO CORPORATION NO.		
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA		ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED							
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON		ON	L7L 6Z8	

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10			X			X			X	

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2022	CATERPILLAR	352 08FG	CAT00352CKXH00220
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
(1) NEW 2022 CATERPILLAR 352-08FG HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED

16 REGISTERING AGENT — ESC CORPORATE SERVICES LTD.
17 ADDRESS — 445 KING STREET WEST, SUITE 400 — TORONTO — ON — M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 25
(1761)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791084646

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1249 5064 6737		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL			ONTARIO CORPORATION NO.
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ON	L4W 5A1

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME	QM LP			ONTARIO CORPORATION NO.
07		ADDRESS	3580 LAIRD ROAD UNIT 1	MISSISSAUGA	ON	L5L 5Z7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
14 INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN
15 INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 26
(1762)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	791084646								
01			003		3		20230228 1249 5064 6737		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3580 LAIRD ROAD UNIT 1			MISSISSAUGA	ON	L5L 5Z7
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				ONTARIO CORPORATION NO.	
07		ADDRESS	3580 LAIRD ROAD UNIT 1			MISSISSAUGA	ON	L5L 5Z7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION — LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
14 PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
15 INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 27
(1763)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
791092737

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	3		20230228 1514 5064 6883	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.	
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA		ON	L5L 5Z7
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL						
07		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA		ON	L5L 5Z7
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400			BURLINGTON		ON	L7L 6Z8

	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE		NO FIXED MATURITY DATE	
10			X			X				X	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2018	CATERPILLAR	349FL	CAT0349FHBZ220378
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL
14	COLLATERAL	PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
15	DESCRIPTION	ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.				
17	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO		ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 28
(1764)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791092737

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230228 1514 5064 6883		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	QM LP				
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	QM ENVIRONMENTAL				
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT						
09		ADDRESS					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED
14	COLLATERAL	DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A
15	DESCRIPTION	RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 29
(1765)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 791092737

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230228 1514 5064 6883		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ON	L4W 5A1

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	3180 LAIRD RD UNIT 101			MISSISSAUGA	ON	L5L 5Z7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 30
(1766)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 790356267

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230130 1749 5064 0978	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L4W 5A1	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR									
06	NAME	BUSINESS NAME	QM GP INC.							
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L4W 5A1	

08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED							
09		ADDRESS	1122 INTERNATIONAL BLVD SUITE 400			BURLINGTON		ON	L7L 6Z8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10			X			X		X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CATERPILLAR	730 04	2020
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL
14	COLLATERAL	ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
15	DESCRIPTION	ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.			
17		ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 790356267

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	3		20230130 1749 5064 0978		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL		
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 5A1
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / GIVEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 32
(1768)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	790356267							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230130 1749 5064 0978		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS,
15 SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(orj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 33
(1769)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 790236756

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20230125 1745 5064 8312	P PPSA	06

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	3457 SUPERIOR COURT UNIT 2			OAKVILLE	ON	L6L 0C4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2020	CATERPILLAR	336 07	CAT00336JYBN10383
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE
14	COLLATERAL	BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
15	DESCRIPTION	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE

16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.					
17	ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr|1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 34
(1770)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 790236756

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20230125 1745 5064 8312		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL		
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 5A1
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 35
(1771)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 790236756

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20230125 1745 5064 8312		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION — COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH
14 COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE,
15 CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	789562863								
	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		001	3		20221223 1721 5064 3582	P PPSA	06		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
							ONTARIO CORPORATION NO.		
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA		ON	L4W 5A1	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM GP INC.						
							ONTARIO CORPORATION NO.		
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8		MISSISSAUGA		ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	1122 INTERNATIONAL BLVD., SUITE 400		BURLINGTON		ON	L7L 6Z8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10			X			X			X

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2022	CATERPILLAR	352 08FG	CAT00352CKXH00220

13 14 15	GENERAL COLLATERAL DESCRIPTION	(1) NEW 2022 CATERPILLAR 352-08FG HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED
16	REGISTERING AGENT	ESC CORPORATE SERVICES LTD.
17	ADDRESS	445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 37
(1773)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 789562863

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	3		20221223 1721 5064 3582		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL		
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W 5A1
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
14	COLLATERAL	INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN
15	DESCRIPTION	INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 789562863

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20221223 1721 5064 3582		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crjtfv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 39
(1775)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 783969489

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	3		20220614 1642 5064 9363	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP					ONTARIO CORPORATION NO.	
04		ADDRESS	5155 SPECTRUM WAY UNIT 8			MISSISSAUGA		ON	L4W 5A1
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM GP INC.					ONTARIO CORPORATION NO.	
07		ADDRESS	5155 SPECTRUM WAY UNIT 8			MISSISSAUGA		ON	L4W 5A1
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	3457 SUPERIOR COURT UNIT 2			OAKVILLE		ON	L6L 0C4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2022	CATERPILLAR	420-07XE	CAT00420VH9X01752
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	ONE (1) CATERPILLAR 420-07XE BACKHOE LOADER C/W FORKS TOGETHER
14		WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
15		SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.				
17		ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO		ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crjtfv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 40
(1776)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 783969489

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20220614 1642 5064 9363		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 41
(1777)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	783969489								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		003		3		20220614 1642 5064 9363			
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 42
(1770)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	782760744

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20220506 1817 1902 8285	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1	
05	DEBTOR								
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	5155 SPECTRUM WAY, UNIT 8			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L4W 5A1	
08	SECURED PARTY / LIEN CLAIMANT		CATERPILLAR FINANCIAL SERVICES LIMITED						
09		ADDRESS	3457 SUPERIOR COURT UNIT 2			OAKVILLE	ON	L6L 0C4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10			X			X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2022	CATERPILLAR	D5-17VP	CAT000D5HRG901226
12	VEHICLE				

13	GENERAL	ONE (1) CATERPILLAR D5-17VP TRACK TYPE TRACTOR TOGETHER WITH
14	COLLATERAL	ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
15	DESCRIPTION	SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED

16	REGISTERING AGENT		ESC CORPORATE SERVICES LTD.			
17		ADDRESS	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 43
(1779)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 782760744

CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 002 3 20220506 1817 1902 8285

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 44
(1780)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 782760744

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20220506 1817 1902 8285		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.
PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER,
INSTRUMENTS, MONEY AND INTANGIBLES.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 45
(1781)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533336

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		005		20211125 1624 8077 4430	P PPSA	4

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY		AB	T2C2J3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM LP				ONTARIO CORPORATION NO.		
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY		AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.						
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA		ON	L4G 1J5

	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	VOLVO	A40G	VCE0A40GTE0340434
12	VEHICLE	2014	VOLVO	A40G	VCE0A40GHE0340316

13	GENERAL	2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W
14	COLLATERAL	TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W
15	DESCRIPTION	TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424

16	REGISTERING AGENT	REGISTRY = RECOVERY INC.					
17		ADDRESS	1551 THE QUEENSWAY	TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533336

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		005		20211125 1624 8077 4430		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST			ALDERSYDE	AB	T0L0A0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	VOLVO	A40G	VCE0A40GCE0340391
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
C/WTAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	778533336								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		005		20211125 1624 8077 4430			
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR								
03	NAME	BUSINESS NAME		QM LP					
								ONTARIO CORPORATION NO.	
04		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE		AB	T0L0A0
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME	BUSINESS NAME		QM GP INC.					
								ONTARIO CORPORATION NO.	
07		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE		AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 48
(1784)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533336

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 04 005 20211125 1624 8077 4430

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL SECURITY ACT) AND INSURANCE PROCEEDS
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533336

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		005		20211125 1624 8077 4430		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 50
(1786)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003		20211126 1434 8077 4472	P PPSA

21 RECORD REFERENCED — FILE NUMBER: 778533336

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: ADD DEBTORS
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS: 5155 SPECTRUM WAY, UNIT 8 — MISSISSAUGA — ON — L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 51
(1787)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	003		20211126 1434 8077 4472	P PPSA

21 RECORD REFERENCED: FILE NUMBER 778533336

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/				

03/ TRANSFEREE BUSINESS NAME: QM LP

06 ONTARIO CORPORATION NO.

04/07 ADDRESS: 5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA ON L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: REGISTRY = RECOVERY INC.
17 ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 52
(1788)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		003		20211126 1434 8077 4472	P PPSA

21 RECORD REFERENCED — FILE NUMBER: 778533336

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/ TRANSFEREE				

03/ BUSINESS NAME: QM GP INC.

	ADDRESS			ONTARIO CORPORATION NO.
04/07	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ON	L4W5A1

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — REGISTRY = RECOVERY INC.

	ADDRESS				
17	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjf2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 53
(1789)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20221228 1026 8077 6963	

21 RECORD REFERENCED — FILE NUMBER 778533336

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		F PART DISCH		

22

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME

24 BUSINESS NAME — QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH — FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10						X			

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE	2014	VOLVO	A40G	VCE0A40GHE0340316
12	2014	VOLVO	A40G	VCE0A40GCE0340391

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 54
(1790)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533345

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	004		20211125 1624 8077 4431	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.						
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME	QM LP						
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.						
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA		ON	L4G 1J5

	COLLATERAL CLASSIFICATION CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10			X		X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	VOLVO	A40G	VCE0A40GH00340812
12	VEHICLE	2015	VOLVO	A40G	VCE0A40GK00340798

13	GENERAL COLLATERAL DESCRIPTION	2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W
14		TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W
15		TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL

16	REGISTERING AGENT	REGISTRY = RECOVERY INC.					
17		ADDRESS	1551 THE QUEENSWAY	TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 55
(1791)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	778533345							
	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02	004		20211125 1624 8077 4431			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.					
							ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE		CALGARY		AB	T2C2J3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.					
							ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE		AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 56
(1792)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533345

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		004		20211125 1624 8077 4431		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM LP					
04		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB		T0L0A0
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME	QM GP INC.					
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB		T0L0A0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 57
(1793)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	778533345						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		004		20211125 1624 8077 4431		
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cij1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003		20211126 1434 8077 4473	P PPSA

21 RECORD REFERENCED — FILE NUMBER 778533345

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE REASON/ DESCRIPTION: ADD DEBTORS

28
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.
06 ONTARIO CORPORATION NO.
04/07 ADDRESS: 5155 SPECTRUM WAY, UNIT 8 — MISSISSAUGA — ON — L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2lv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER
01		02		003		20211126 1434 8077 4473	P	PPSA

21 RECORD REFERENCED: FILE NUMBER 778533345

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.		

25 OTHER CHANGE REASON/ DESCRIPTION

		FIRST GIVEN NAME	INITIAL	SURNAME
02/	DATE OF BIRTH			
05	DEBTOR/			
03/	TRANSFEREE BUSINESS NAME	QM LP		

06 ONTARIO CORPORATION NO.

04/07	ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ON	L4W5A1	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			
12	GENERAL			
13	COLLATERAL			
14	DESCRIPTION			
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.		
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132615.43

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM GP INC.
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		003		20211126 1434 8077 4473	P PPSA

21	RECORD REFERENCED	FILE NUMBER	778533345			
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22				A AMENDMENT		
			FIRST GIVEN NAME	INITIAL	SURNAME	
23	REFERENCE					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.			
25	OTHER CHANGE					
26	REASON/					
27	DESCRIPTION					
28						
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/					
03/	TRANSFEREE	BUSINESS NAME	QM GP INC.			
06						ONTARIO CORPORATION NO.
04/07		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ON	L4W5A1
29	ASSIGNOR					
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08						
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			
12	GENERAL			
13	COLLATERAL			
14	DESCRIPTION			
15				
16	REGISTERING AGENT OR		REGISTRY = RECOVERY INC.	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

Business Debtor

Search by Business Debtor

Date: 2025-07-04
Time: 1:12:38 PM
Transaction Number: 10279217489
User ID:

Business Name: QM GP Inc.

2 exact matches were found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. QM GP INC.	32
2. QM GP Inc.	2

1. QM GP INC.

1.1 QM GP INC.: Registration 202313641203 (2023-08-18 9:04:33 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-08-18
Debtor Address	MLT AIKINS LLP,. 30TH FLOOR-360 MAIN ST WINNIPEG, MB Canada R3C4G1
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	ELEMENT FLEET MANAGEMENT INC. 4 ROBERT SPECK PARKWAY, SUITE 900 MISSISSAUGA, ON Canada L4Z1S1
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED MOTOR VEHICLES AND OTHER GOODS PROVIDED TO THE DEBTOR BY THE SECURED PARTY PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND ALL ACCESSIONS THERETO AND PROCEEDS THEREOF, INCLUDING MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, ACCOUNTS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, TRADE INS, LICENSES, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

1.2 QM GP INC.: Registration 202311474709 (2023-07-13 9:30:24 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 200G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,

	EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	1FF200GATNF000005 Motor Vehicle 2023 JOHN DEERE

1.3 QM GP INC.: Registration 202311472005 (2023-07-13 9:16:13 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 300 P EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	1FF300PACPF000034 Motor Vehicle 2023 JOHN DEERE

1.4 QM GP INC.: Registration 202311469209 (2023-07-13 8:54:34 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 350 P EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR

	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	1FF350PAHPF000655 Motor Vehicle 2023 JOHN DEERE

1.5 QM GP INC.: Registration 202303832906 (2023-03-13 1:30:20 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-03-13
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM GP INC. QM ENVIRONMENTAL QM ENVIRONMENTAL
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.6 QM GP INC.: Registration 202303832906 (2023-03-13 1:30:20 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-03-13
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM GP INC. QM ENVIRONMENTAL QM ENVIRONMENTAL
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.7 QM GP INC.: Registration 202303102509 (2023-02-28 1:13:46 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM LP
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT0349FHBZ220378 Motor Vehicle 2018 CATERPILLAR 349FL

1.8 QM GP INC.: Registration 202303102509 (2023-02-28 1:13:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3180 LAIRD RD UNIT 101 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM LP
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT0349FHBZ220378 Motor Vehicle 2018 CATERPILLAR 349FL

1.9 QM GP INC.: Registration 202303085809 (2023-02-28 10:36:39 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM LP, THROUGH ITS GENERAL PARTNER, QM GP INC.
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00730C3T301189 Motor Vehicle 2020 CATERPILLAR 730-04

1.10 QM GP INC.: Registration 202303085809 (2023-02-28 10:36:39 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM LP, THROUGH ITS GENERAL PARTNER, QM GP INC.
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00730C3T301189 Motor Vehicle 2020 CATERPILLAR 730-04

1.11 QM GP INC.: Registration 202303085302 (2023-02-28 10:30:58 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 336-07 LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336KDKS01165 Motor Vehicle 2019 CATERPILLAR 336-07

1.12 QM GP INC.: Registration 202303085302 (2023-02-28 10:30:58 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 336-07 LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336KDKS01165 Motor Vehicle 2019 CATERPILLAR 336-07

1.13 QM GP INC.: Registration 202303074106 (2023-02-28 9:17:04 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.14 QM GP INC.: Registration 202303074106 (2023-02-28 9:17:04 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.15 QM GP INC.: Registration 202301490102 (2023-01-30 1:39:19 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-01-30

Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	2020 Motor Vehicle 2020 CATERPILLAR 730-04

1.16 QM GP INC.: Registration 202301259001 (2023-01-25 11:47:26 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-01-25
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 3457 SUPERIOR COURT UNIT 2 OAKVILLE, ON Canada L6L0C4
General Collateral Description	ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336JYBN10383 Motor Vehicle 2020 CATERPILLAR 336-07

1.17 QM GP INC.: Registration 202122657002 (2021-12-23 11:34:35 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP

	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202220707719 (2022-12-13 12:23:53 PM) Sections Changed: Serial Numbered Goods

1.18 QM GP INC.: Registration 202122657002 (2021-12-23 11:34:35 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202220707719 (2022-12-13 12:23:53 PM) Sections Changed: Serial Numbered Goods

1.19 QM GP INC.: Registration 202122655000 (2021-12-23 11:24:21 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2025-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202221403918 (2022-12-28 9:11:47 AM) Sections Changed: Serial Numbered Goods

1.20 QM GP INC.: Registration 202122655000 (2021-12-23 11:24:21 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS,

	CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202221403918 (2022-12-28 9:11:47 AM) Sections Changed: Serial Numbered Goods

1.21 QM GP INC.: Registration 201716396105 (2017-09-08 11:07:03 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121037418 (2021-11-26 9:41:31 AM) Sections Changed: Expiry Date

1.22 QM GP INC.: Registration 201716396105 (2017-09-08 11:07:03 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS,

	ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121037418 (2021-11-26 9:41:31 AM) Sections Changed: Expiry Date

1.23 QM GP INC.: Registration 201716393408 (2017-09-08 10:53:10 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202121037116 (2021-11-26 9:39:38 AM) Sections Changed: Expiry Date

1.24 QM GP INC.: Registration 201716393408 (2017-09-08 10:53:10 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS,

	ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202121037116 (2021-11-26 9:39:38 AM) Sections Changed: Expiry Date

1.25 QM GP INC.: Registration 201716390808 (2017-09-08 10:32:23 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GK00340798 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121036616 (2021-11-26 9:35:01 AM) Sections Changed: Expiry Date

1.26 QM GP INC.: Registration 201716390808 (2017-09-08 10:32:23 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP
	QM GP INC.
	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS,

	ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GK00340798 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121036616 (2021-11-26 9:35:01 AM) Sections Changed: Expiry Date

1.27 QM GP INC.: Registration 201604959107 (2016-03-21 2:15:19 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803505719 (2018-03-01 9:41:07 AM) Sections Changed: Additional Information

1.28 QM GP INC.: Registration 201604958909 (2016-03-21 2:14:39 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QUANTUM HOLDINGS LP
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803504518 (2018-03-01 9:35:25 AM) Sections Changed: Additional Information

1.29 QM GP INC.: Registration 201604958801 (2016-03-21 2:14:10 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803504119 (2018-03-01 9:33:01 AM) Sections Changed: Additional Information

1.30 QM GP INC.: Registration 201604958402 (2016-03-21 2:13:06 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QMF LP
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803505310 (2018-03-01 9:38:45 AM) Sections Changed: Additional Information

1.31 QM GP INC.: Registration 201604958208 (2016-03-21 2:12:37 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	TWT LP
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803506111 (2018-03-01 9:43:36 AM) Sections Changed: Additional Information

1.32 QM GP INC.: Registration 201604958100 (2016-03-21 2:12:09 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	TS LP
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803504810 (2018-03-01 9:37:25 AM) Sections Changed: Additional Information

2. QM GP Inc.

2.1 QM GP Inc.: Registration 201803529901 (2018-03-01 11:53:48 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2028-03-01
Debtor Address	3580 LAIRD ROAD UNIT 1 Mississauga, ON Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON Canada L4W 0B4
General Collateral Description	The security interest is takenin all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202301671212 (2023-02-01 2:59:05 PM) Sections Changed: Expiry Date

2.2 QM GP Inc.: Registration 201803306201 (2018-02-27 9:36:41 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-02-27
Debtor Address	3580 Laird Road, Unit 1 Mississauga, Ontario Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario Canada L4W 0B4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202301377314 (2023-01-27 10:25:07 AM) Sections Changed: Expiry Date

END OF EXACT MATCHES

THIS IS **EXHIBIT "Q"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

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File Currency: **29JUN 2025**

All Pages Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.						
File Currency	29JUN 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	507865869	1	3	1	9	01AUG 2034	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
507865869		01	001		20240801 1703 1462 4034	P PPSA	10

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	HIGHPOINT ENVIRONMENTAL SERVICES INC				
	Address		**City**	**Province**	**Postal Code**
	265 BARTLEY DR.		TORONTO	ON	M4A2N7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**								
	TRISURA GUARANTEE INSURANCE COMPANY								
	Address					**City**		**Province**	**Postal Code**
	333 BAY STREET SUITE 1610, BOX 22					TORONTO		ON	M5H2R2

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			X

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**
	TRISURA GUARANTEE INSURANCE COMPANY

698

	Address	City	Province	Postal Code
	333 BAY STREET SUITE 1610, BOX 22	TORONTO	ON	M5H2R2

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.						
File Currency	29JUN 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	723216996	2	3	2	9	08DEC 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
723216996		001	1		20161208 0936 1532 3290	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	HIGHPOINT ENVIRONMENTAL SERVICES INC.			
	Address		**City**	**Province** **Postal Code**
	265 BARTLEY DRIVE		TORONTO	ON M4A 2N7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Secured Party	**Secured Party / Lien Claimant**
	THE BANK OF NOVA SCOTIA
	Address **City** **Province** **Postal Code**
	20 QUEEN ST WEST 4TH FLOOR TORONTO ON M5H 3R3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	CSRS			
	Address	**City**	**Province**	**Postal Code**
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.				
File Currency	29JUN 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	723216996	2	3	3	9

699

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20211108 1053 1529 4595	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	723216996		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	HIGHPOINT ENVIRONMENTAL SERVICES INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	D+H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.
File Currency	29JUN 2025

	File Number	Family	of Families	Page	of Pages

700

	723216996	2	3	4	9	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20230320 0953 1590 5290	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	723216996		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	HIGHPOINT ENVIRONMENTAL SERVICES INC.

Other Change	Other Change

Reason / Description	Reason / Description
	TO CHANGE THE ADDRESS OF THE SECURED PARTY.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	THE BANK OF NOVA SCOTIA			
	Address	City	Province	Postal Code
	4715 TAHOE BOULEVARD	MISSISSAUGA	ON	L4W 0B4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GARDINER ROBERTS LLP (L. SALVI)			
	Address	City	Province	Postal Code
	3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Business Debtor
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.
File Currency	29JUN 2025

701

	File Number	Family	of Families	Page	of Pages
	723216996	2	3	5	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230320 1049 1590 5329	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	723216996			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	HIGHPOINT ENVIRONMENTAL SERVICES INC.

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GARDINER ROBERTS LLP (L. SALVI)			
	Address	City	Province	Postal Code
	3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.

702

File Currency	29JUN 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	796168188	3	3	6	9	14AUG 2029		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796168188		001	4	X	20230814 1216 1901 9590	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QM LP			
	Address		**City**	**Province** **Postal Code**
	3580 LAIRD RD, UNIT 1		MISSISSAUGA,	ON L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QMF LP			
	Address		**City**	**Province** **Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON L5L 5Z7

Secured Party	Secured Party / Lien Claimant			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	**City**	**Province**	**Postal Code**
	204 - 3185 WILLINGDON GREEN	BURNABY	BC	V5G 4P3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2015	JOHN DEERE	135G	1FF135GXLEE400828
	2022	BOBCAT	E88	B4NM11608

General Collateral Description	General Collateral Description
	EXCAVATOR(S) SKID STEER(S) BUCKET(S) TOGETHER WITH ALL ATTACHMENTS
	ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
	IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	201-1325 POLSON DR.	VERNON	BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.							
File Currency	29JUN 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	796168188	3	3	7	9	14AUG 2029		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796168188		002	4		20230814 1216 1901 9590		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	TWT LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD	MISSISSAUGA	ON	L5L 5Z7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	HIGHPOINT ENVIRONMENTAL SERVICES INC			
	Address	**City**	**Province**	**Postal Code**
	265 BARTLEY DRIVE	TORONTO	ON	M4A 2N7

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2014	CATERPILLAR	262D	CAT262DCDTB01532
	2021	BOBCAT	E145	B4WU11137

General Collateral Description	**General Collateral Description**
	INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
	RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.
File Currency	29JUN 2025

	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	796168188	3	3	8	9	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
796168188		003	4		20230814 1216 1901 9590		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address	**City**	**Province**	**Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	BOBCAT	E85	B48411894
	2016	CATERPILLAR	349F	CAT0349FHHPD00643

General Collateral Description	General Collateral Description
	COLLATERAL

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	HIGHPOINT ENVIRONMENTAL SERVICES INC.				
File Currency	29JUN 2025				
	File Number	Family	of Families	Page	of Pages
	796168188	3	3	9	9

FORM 4C Motor Vehicle Schedule

Reference File Number	Page of	Total Pages	Registration Number
796168188	004	4	20230814 1216 1901 9590

Year	Make	Model	VIN Number
2021	BOBCAT	E85	B48414816
2022	BOBCAT	E88	B4NM11476
2022	JOHN DEERE	332G	1T0332GMANF413568
2022	JOHN DEERE	332G	1T0332GMCNF417559

LAST PAGE

THIS IS **EXHIBIT "R"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 76
(1990)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533345

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 04 004 20211125 1624 8077 4431

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR NAME
03 BUSINESS NAME | ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR NAME
06 BUSINESS NAME | ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE
12

13 GENERAL COLLATERAL DESCRIPTION
14
15

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 77

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 77
(1991)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01	003		20211126 1434 8077 4473	P PPSA

21 RECORD REFERENCED — FILE NUMBER: 778533345

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

22 FIRST GIVEN NAME: — INITIAL: — SURNAME:

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE REASON/ DESCRIPTION — ADD DEBTORS

28 02/05 DATE OF BIRTH: — FIRST GIVEN NAME: — INITIAL: — SURNAME:

03/06 DEBTOR/ TRANSFEREE — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

04/07 ADDRESS: 5155 SPECTRUM WAY, UNIT 8 — MISSISSAUGA — ONTARIO CORPORATION NO.: ON — L4W5A1

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 09 ADDRESS:

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.

17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 78

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 78
(1992)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02		003		20211126 1434 8077 4473	P PPSA

21	RECORD REFERENCED	FILE NUMBER	778533345				RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED			
22					A AMENDMENT			

		FIRST GIVEN NAME	INITIAL	SURNAME	
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					

02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME	QM LP				
06						ONTARIO CORPORATION NO.	
04/07		ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA		ON	L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT OR		REGISTRY = RECOVERY INC.				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 79

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(orj2lv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 79
(1993)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		003		20211126 1434 8077 4473	P PPSA

21 RECORD REFERENCED — MTID NUMBER 778533345

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				
03/06	TRANSFEREE BUSINESS NAME	QM GP INC.			

					ONTARIO CORPORATION NO.	
04/07	ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA		ON	L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.

17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 80

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 80
(1994)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
778533354

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		005		20211125 1624 8077 4432	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.						
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM LP						
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.						
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA		ON	L4G 1J5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2016	VOLVO	EC750EL	VCEC750EE00310016
12	VEHICLE	2015	VOLVO	A40G	VCE0A40GH00340468

13	GENERAL	2016 VOLVO EC750EL S/N VCEC750EE00310016 ENGINE S/N 095959 C/W
14	COLLATERAL	WBM COUPLER S/N 4W19518-3, WBM 66" BUCKET S/N 4W19521-3, WBM 96"
15	DESCRIPTION	BUCKET S/N 4W19519-3, 2015 VOLVO A40G S/N VCE0A40GH00340468 ENGINE

16	REGISTERING AGENT	REGISTRY = RECOVERY INC.						
17		ADDRESS	1551 THE QUEENSWAY		TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 81

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 06/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 81
(1995)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	778533354

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02	005		20211125 1624 8077 4432		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	QM GP INC.				
04		ADDRESS	3640 - 61 AVENUE SE		CALGARY	ONTARIO CORPORATION NO. AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB	T0L0A0

08	SECURED PARTY / LIEN CLAIMANT	
09	ADDRESS	

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	S/N 083873 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE
14	COLLATERAL	TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS,
15	DESCRIPTION	COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE

16	REGISTERING AGENT	
17	ADDRESS	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 82

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 82
(1996)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533354

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		005		20211125 1624 8077 4432		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	QM LP				
04		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB	T0L0A0

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	QM GP INC.				
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB	T0L0A0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO.
14 PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF
15 TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 83

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 83
(1997)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533354

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		005		20211125 1624 8077 4432		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 84

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 84
(1998)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 778533354

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		005		20211125 1624 8077 4432		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			

03 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 85

CERTIFIED BY/CERTIFIÉES PAR
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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 85
(1999)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		003		20211126 1434 8077 4474	P PPSA

21 RECORD REFERENCED — TITLE NUMBER 778533354

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME — QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/ — ADD DEBTORS
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME — QM LP, BY ITS GENERAL PARTNER, QM GP INC.

04/07 ADDRESS — 5155 SPECTRUM WAY, UNIT 8 — MISSISSAUGA — ONTARIO CORPORATION NO. ON — L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 86

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 86
(2000)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02	003		20211126 1434 8077 4474	P PPSA

21 RECORD REFERENCED — FILE NUMBER 778533354

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME — QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME: QM LP

04/07 ADDRESS: 5155 SPECTRUM WAY, UNIT 8 — MISSISSAUGA — ONTARIO CORPORATION NO. — ON — L4W5A1

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS: 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 87

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03	003		20211126 1434 8077 4474	P PPSA

21 RECORD REFERENCED — FILE NUMBER 778533354

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DATE OF BIRTH DEBTOR/ TRANSFEREE			
03/06	BUSINESS NAME	QM GP INC.		

					ONTARIO CORPORATION NO.	
04/07	ADDRESS	5155 SPECTRUM WAY, UNIT 8	MISSISSAUGA	ON		L4W5A1

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16	REGISTERING AGENT OR		REGISTRY = RECOVERY INC.			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 88

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER								
00	751924881								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		004		20190604 1414 1462 7726	P PPSA	10	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM ENVIRONMENTAL						
04		ADDRESS	900-1959 UPPER WATER ST			HALIFAX	ONTARIO CORPORATION NO.	NS	B3J3N2
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO.	ON	L5L5Z7
08	SECURED PARTY / LIEN CLAIMANT		ELEMENT FLEET MANAGEMENT INC.						
09		ADDRESS	4 ROBERT SPECK PARKWAY, SUITE 900			MISSISSAUGA		ON	L4Z1S1

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED	
10		X	X		X	X			X	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL	ALL PRESENT AND FUTURE MOTOR VEHICLES (INCLUDING, WITHOUT			
14	COLLATERAL	LIMITATION, PASSENGER AUTOMOBILES, VANS, TRUCKS, TRUCK-TRACTORS,			
15	DESCRIPTION	TRUCK-TRAILERS, TRUCK-CHASSIS AND TRUCK BODIES), AUTOMOTIVE			
16	REGISTERING AGENT	ELEMENT FLEET MANAGEMENT INC.			
17	ADDRESS	4 ROBERT SPECK PARKWAY, SUITE 900	MISSISSAUGA	ON	L4Z1S1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 89

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 89
(2003)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 751924881

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		004		20190604 1414 1462 7726	P PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TRAILERS, BOXES AND REFRIGERATION UNITS), MATERIAL-HANDLING EQUIPMENT AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING) LEASED FROM TIME TO

16 REGISTERING AGENT
ELEMENT FLEET MANAGEMENT INC.

17 ADDRESS 4 ROBERT SPECK PARKWAY, SUITE 900 MISSISSAUGA ON L4Z1S1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 90

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 90
(2004)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751924881

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		004		20190604 1414 1462 7726	P PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / GIVEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION — TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH
14 CASE, ALL PRESENT AND FUTURE PARTS, ATTACHMENTS, ACCESSORIES AND
15 ACCESSIONS ATTACHED THERE TO OR INSTALLED THEREIN, AND ALL PROCEEDS

16 REGISTERING AGENT — ELEMENT FLEET MANAGEMENT INC.
17 ADDRESS — 4 ROBERT SPECK PARKWAY, SUITE 900 MISSISSAUGA ON L4Z1S1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 91

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 91
(2005)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER									
00	751924881									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES		MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		004			20190604 1414 1462 7726	P PPSA	10	
	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL	SURNAME			
02	DEBTOR									
03	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.	
04		ADDRESS								
	DATE OF BIRTH		FIRST GIVEN NAME			INITIAL	SURNAME			
05	DEBTOR									
06	NAME	BUSINESS NAME							ONTARIO CORPORATION NO.	
07		ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT									
09		ADDRESS								

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10										
	YEAR	MAKE		MODEL			V.I.N.			
11	MOTOR									
12	VEHICLE									
13	GENERAL	OF OR RELATING TO ANY OF THE FOREGOING.								
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT	ELEMENT FLEET MANAGEMENT INC.								
17	ADDRESS	4 ROBERT SPECK PARKWAY, SUITE 900				MISSISSAUGA			ON L4Z1S1	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 92

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 92
(2006)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20190726 1405 1462 8311	

21 RECORD REFERENCED: FILE NUMBER 751924881

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			
24	BUSINESS NAME	QM ENVIRONMENTAL		

25 OTHER CHANGE REASON/ DESCRIPTION: TO UPDATE NAME OF DEBTOR 1 FROM QM ENVIRONMENTAL TO QM LP TO
26 REFLECT CHANGE IN LESSOR
27
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				
03/06	TRANSFEREE				

BUSINESS NAME: QM LP

					ONTARIO CORPORATION NO.	
04/07	ADDRESS	3580 LAIRD ROAD, UNIT 1	MISSISSAUGA	ON	L5L5Z7	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT: ELEMENT FLEET MANAGEMENT INC.
17 ADDRESS: 940 RIDGEBROOK ROAD SPARKS MD 21152

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 93

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 93
(2007)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 736688637

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20180223 1253 1590 3908	P	PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP						
04		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L5L 5Z7	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME	QM GP INC.						
07		ADDRESS	3580 LAIRD ROAD, UNIT 1			MISSISSAUGA	ONTARIO CORPORATION NO. ON	L5L 5Z7	
08	SECURED PARTY / LIEN CLAIMANT		THE BANK OF NOVA SCOTIA						
09		ADDRESS	4715 TAHOE BOULEVARD			MISSISSAUGA	ON	L4W 0B4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT		NORTON ROSE FULBRIGHT CANADA LLP (M.MOHER/JS)				
17		ADDRESS	3800-200 BAY STREET	TORONTO	ON	M5J 2Z4	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 94

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 06/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20230123 1037 1529 9259	

21 RECORD REFERENCED — FILE NUMBER 736688637

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
	X	B RENEWAL	5	

22

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR — BUSINESS NAME	QM LP		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05 DEBTOR/				
03/ TRANSFEREE — BUSINESS NAME				

06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10								

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR	D+H LIMITED PARTNERSHIP					
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 95

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 95
(2009)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20230320 1003 1590 5299	

21 RECORD REFERENCED — FILE NUMBER 736688637

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME QM LP

25 OTHER CHANGE REASON/ DESCRIPTION — TO ADD AN ADDITIONAL DEBTOR NAME.

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME QM ENVIRONMENTAL

04/07 ADDRESS 3580 LAIRD ROAD, UNIT 1 — MISSISSAUGA — ONTARIO CORPORATION NO. — ON — L5L 5Z7

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS — GARDINER ROBERTS LLP (L. SALVI)
17 3600-22 ADELAIDE STREET WEST — TORONTO — ON — M5H 4E3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 96

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 96
(2010)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 731698254

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		003		20170908 1034 8077 0255	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.		
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY		AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM LP				ONTARIO CORPORATION NO.		
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY		AB	T2C2J3

08	SECURED PARTY / LIEN CLAIMANT	VFS CANADA INC.			
09	ADDRESS	238 WELLINGTON ST. E. 3RD FLR.	AURORA	ON	L4G 1J5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10			X		X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2015	VOLVO	A40G	VCE0A40GK00340798
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731,
14		TAILGATE, STARTING HOURS 2664
15		
16	REGISTERING AGENT	REGISTRY = RECOVERY INC.
17	ADDRESS	1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 97

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 97
(2011)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 731698254

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20170908 1034 8077 0255		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST			ALDERSYDE	AB	T0L0A0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 98

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 98
(2012)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	731698254							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20170908 1034 8077 0255		
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME		QM LP				
							ONTARIO CORPORATION NO.	
04		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME		QM GP INC.				
							ONTARIO CORPORATION NO.	
07		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 99

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 99
(2013)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20211126 1028 8077 4456	P PPSA

21 RECORD REFERENCED — FILE NUMBER 731698254

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME — QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE REASON/ DESCRIPTION

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				

16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.

17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 100

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 100
(2014)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	731698299										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		01		003		20170908 1034 8077 0259		P	PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.							ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY				AB	T2C2J3
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME	QM LP							ONTARIO CORPORATION NO.	
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY				AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.								
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA				ON	L4G 1J5

COLLATERAL CLASSIFICATION									
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
		X		X	X			X	

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2014	VOLVO	A40G	VCE0A40GCE0340391
12 VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 2014 VOLVO A40G S/N VCE0A40GCE0340391 C/W ENGINE SN 081424,
15 TAILGATE, STARTING HOURS 1958

16 REGISTERING AGENT — REGISTRY = RECOVERY INC.
17 ADDRESS — 1551 THE QUEENSWAY — TORONTO — ON — M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 101

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 101
(2015)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 731698299

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20170908 1034 8077 0259		

		DATE OF BIRTH	FIRST GIVEN NAME	INITTIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST			ALDERSYDE	AB	T0L0A0

08 SECURED PARTY / GITN CLAIMANT

09 ADDRESS

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 102

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	731698299							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20170908 1034 8077 0259		
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME		QM LP				
							ONTARIO CORPORATION NO.	
04		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME		QM GP INC.				
							ONTARIO CORPORATION NO.	
07		ADDRESS		402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 103

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 103
(2017)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20211126 1028 8077 4458	P PPSA

	RECORD REFERENCED	FILE NUMBER	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21		731698299					
22					B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE DEBTOR/ TRANSFEROR			

24 BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				

03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

11 MOTOR VEHICLE
12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS: REGISTRY = RECOVERY INC.
17 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 104

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 104
(2018)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 731698335

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		003		20170908 1034 8077 0263	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.						
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	QM LP						
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY	ONTARIO CORPORATION NO.	AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.						
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA		ON	L4G 1J5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X			X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2014	VOLVO	A40G	VCE0A40GTE0340434
12	VEHICLE				

13	GENERAL COLLATERAL DESCRIPTION	2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409,
14		TAILGATE, STARTING HOURS 2329
15		
16	REGISTERING AGENT	REGISTRY = RECOVERY INC.
17	ADDRESS	1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 105

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	731698335							
	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02	003		20170908 1034 8077 0263			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.					
							ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE		CALGARY		AB	T2C2J3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.					
							ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE		AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 106

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 106
(2020)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	731698335							
01			03	003		20170908 1034 8077 0263		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	QM LP				
04		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB	T0L0A0
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
06	NAME	BUSINESS NAME	QM GP INC.				
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	ONTARIO CORPORATION NO. AB	T0L0A0

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 107

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 107
(2021)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER
01		01		001		20211126 1028 8077 4460	P	PPSA

21	RECORD REFERENCED	FILE NUMBER	731698335			
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22				B RENEWAL	5	

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/			
03/	TRANSFEREE	BUSINESS NAME		
06				ONTARIO CORPORATION NO.
04/07		ADDRESS		
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08				
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	REGISTRY = RECOVERY INC.		
17	SECURED PARTY/ LIEN CLAIMANT ADDRESS	1551 THE QUEENSWAY	TORONTO	ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 108

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr|2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 108
(2022)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER									
00	731715795									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01		003		20170908 1436 8077 0271	P PPSA	5		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.					ONTARIO CORPORATION NO.		
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY			AB	T2C2J3
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR									
06	NAME	BUSINESS NAME	QM LP					ONTARIO CORPORATION NO.		
07		ADDRESS	3640 - 61 AVENUE SE			CALGARY			AB	T2C2J3
08	SECURED PARTY / LIEN CLAIMANT		VFS CANADA INC.							
09		ADDRESS	238 WELLINGTON ST. E. 3RD FLR.			AURORA			ON	L4G 1J5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X		X	X			X

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2015	VOLVO	A40G	VCE0A40GH00340812
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880

16 REGISTERING AGENT
REGISTRY = RECOVERY INC.

17 ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 109

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 109
(2023)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
TITLE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER						
00	731715795						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20170908 1436 8077 0271		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3640 - 61 AVENUE SE			CALGARY	AB	T2C2J3
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	QM LP, BY ITS GENERAL PARTNER, QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST			ALDERSYDE	AB	T0L0A0
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 110

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 110
(2024)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 731715795

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20170908 1436 8077 0271		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM LP				ONTARIO CORPORATION NO.	
04		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME	QM GP INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	402084 - 81 STREET EAST		ALDERSYDE	AB	T0L0A0	
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 111

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 111
(2025)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20211126 1028 8077 4462	P PPSA

21 RECORD REFERENCED — FILE NUMBER 731715795

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	5	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/TRANSFEROR — BUSINESS NAME: QM LP, BY ITS GENERAL PARTNER, QM GP INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05 DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME / ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — REGISTRY = RECOVERY INC.
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS: 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 112

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 112
(2026)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	009		20170601 1039 8077 5062	P PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	QM LP			ONTARIO CORPORATION NO.		
04		ADDRESS	3580 - LAIRD ROAD UNIT 1		MISSISSAUGA		ON	L5L5Z7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.		
07		ADDRESS						

08	SECURED PARTY / LIEN CLAIMANT	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY					
09	ADDRESS	5150 SPECTRUM WAY		MISSISSAUGA		ON	L4W 5G1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10		X							X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR		XX	XX	XX
12	VEHICLE				

13	GENERAL	ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL
14	COLLATERAL	PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO
15	DESCRIPTION	DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR

16	REGISTERING AGENT	REGISTRY = RECOVERY INC.					
17	ADDRESS	1551 THE QUEENSWAY		TORONTO		ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 113

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	728249076						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		009		20170601 1039 8077 5062		
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT		COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA					
09		ADDRESS	5150 SPECTRUM WAY			MISSISSAUGA	ON	L4W 5G1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

"HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 114

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cijtfv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 114
(2028)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		009		20170601 1039 8077 5062		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS,
14 NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT
15 LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 115

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 115
(2029)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		009		20170601 1039 8077 5062		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS?

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 116

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 116
(2030)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	TOTAL NO. OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05	009		20170601 1039 8077 5062		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / GIVEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION — AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL
14 INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS
15 AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 117
(2031)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER							
00	728249076							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06		009		20170601 1039 8077 5062		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND

16 REGISTERING
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 118

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 118
(2032)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		07	009		20170601 1039 8077 5062		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 119

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		08		009		20170601 1039 8077 5062		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 120

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 120
(2034)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249076

CAUTION FILING | PAGE NO. | TOTAL NO. OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 09 009 20170601 1039 8077 5062

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR MATURITY DATE | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL PROCEEDS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 121

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 121
(2035)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	728249085										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES		MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		01		009			20170601 1039 8077 5063		P PPSA	10	
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR										
03	NAME	BUSINESS NAME		QM LP						ONTARIO CORPORATION NO.	
04		ADDRESS		3580 - LAIRD ROAD UNIT 1			MISSISSAUGA			ON	L5L5Z7
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR										
06	NAME	BUSINESS NAME								ONTARIO CORPORATION NO.	
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT			HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY							
09		ADDRESS		5150 SPECTRUM WAY			MISSISSAUGA			ON	L4W 5G1

	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10					X					X	
		YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR		XXX		XXX		XX				
12	VEHICLE										

13	GENERAL	ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL
14	COLLATERAL	PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO
15	DESCRIPTION	DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR

16	REGISTERING AGENT		REGISTRY = RECOVERY INC.			
17		ADDRESS	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 122

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08	SECURED PARTY / LIEN CLAIMANT	COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA			
09	ADDRESS	5150 SPECTRUM WAY	MISSISSAUGA	ON	L4W 5G1

	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
"HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME
OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING,
INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 123

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	TITLE NUMBER						
00	728249085						
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		009		20170601 1039 8077 5063		
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
04		ADDRESS						
		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 124

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 124
(2038)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS?

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 125

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 125
(2039)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		05		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 126

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(or)1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06		009		20170601 1039 8077 5063		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02				

03 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05				

06 DEBTOR NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION — OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT
14 LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE
15 SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 127

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 127
(2041)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		07		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 128

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 128
(2042)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		08		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 129

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 129
(2043)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 728249085

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		09		009		20170601 1039 8077 5063		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
04		ADDRESS			

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS			

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL PROCEEDS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 130

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 130
(2044)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 714911058

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20160321 1231 1862 2198	P PPSA	25

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	QM LP							
04		ADDRESS	162 CRESCENT ROAD			TORONTO	ONTARIO CORPORATION NO.	ON	M4W 1V2	
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
06	NAME	BUSINESS NAME	QM GP INC.							
07		ADDRESS	162 CRESCENT ROAD			TORONTO	ONTARIO CORPORATION NO.	ON	M4W 1V2	
08	SECURED PARTY / LIEN CLAIMANT		AVIVA INSURANCE COMPANY OF CANADA							
09		ADDRESS	2200 EGLINTON AVENUE EAST			SCARBOROUGH		ON	M1L 4S8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X	X		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				

16	REGISTERING AGENT	BORDEN LADNER GERVAIS LLP (V. EVERETT)				
17	ADDRESS	40 KING STREET WEST, SUITE 4400	TORONTO		ON	M5H 3Y4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 131

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crjtfv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 131
(2045)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20180301 1009 1590 4373	

21 RECORD REFERENCED — FILE NUMBER 714911058

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			J OTHER		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR — BUSINESS NAME	QM LP		

25 OTHER CHANGE REASON/ DESCRIPTION — SUBORDINATION
26 BANK OF NOVA SCOTIA
27
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				

03/06 TRANSFEREE — BUSINESS NAME

ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION			

16 REGISTERING AGENT OR — KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1100-25 SHEPPARD AVENUE WEST — TORONTO — ON — M2N 6S6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 132

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	1		20180301 1012 1590 4378	

21 RECORD REFERENCED — FILE NUMBER 714911058

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		J OTHER		

22 FIRST GIVEN NAME — INITIAL — SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR — BUSINESS NAME — QM GP INC.

25 OTHER CHANGE REASON/ DESCRIPTION — SUBORDINATION
26 BANK OF NOVA SCOTIA

02/ DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR MATURITY DATE	NO FIXED
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS — 1100--25 SHEPPARD AVENUE WEST — TORONTO — ON — M2N 6S6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 133

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fv 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 133
(2047)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
514025271	20250307 1116 1901 7516	20250502 1310 1465 7963		
795763791	20241217 1402 1462 0659			
510847713	20241107 1004 1462 0953	20241128 1703 1462 2167		
797262012	20230918 1746 1793 9531			
796168188	20230814 1216 1901 9590			
795222162	20230713 0915 1901 8796			
795222261	20230713 0916 1901 8797			
795222756	20230713 0921 1901 8806			
791082675	20230228 1149 5064 6659			
791082846	20230228 1156 5064 6668			
791082864	20230228 1157 5064 6669			
791084592	20230228 1248 5064 6733			
791084646	20230228 1249 5064 6737			
791092737	20230228 1514 5064 6883			
790356267	20230130 1749 5064 0978			
790236756	20230125 1745 5064 8312			
789562863	20221223 1721 5064 3582			
787413276	20221007 1353 5064 1176			
786968901	20220923 1234 5064 3472			
783969489	20220614 1642 5064 9363			
782813322	20220509 1704 1462 1986			
782813331	20220509 1704 1462 1987			
782756829	20220506 1731 1902 8269			
782760744	20220506 1817 1902 8285			
778533336	20211125 1624 8077 4430	20211126 1434 8077 4472	20221228 1026 8077 6963	
778533345	20211125 1624 8077 4431	20211126 1434 8077 4473		
778533354	20211125 1624 8077 4432	20211126 1434 8077 4474		
751924881	20190604 1414 1462 7726	20190726 1405 1462 8311		
736688637	20180223 1253 1590 3908	20230123 1037 1529 9259	20230320 1003 1590 5299	
731698254	20170908 1034 8077 0255	20211126 1028 8077 4456		

CONTINUED... 134

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

RUN NUMBER : 181
RUN DATE : 2025/06/30
ID : 20250630132619.97

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 134
(2048)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : QM LP
FILE CURRENCY : 29JUN 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
731698299	20170908 1034 8077 0259	20211126 1028 8077 4458		
731698335	20170908 1034 8077 0263	20211126 1028 8077 4460		
731715795	20170908 1436 8077 0271	20211126 1028 8077 4462		
728249076	20170601 1039 8077 5062			
728249085	20170601 1039 8077 5063			
714911058	20160321 1231 1862 2198	20180301 1009 1590 4373	20180301 1012 1590 4378	

51 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

Business Debtor

Search by Business Debtor

Date: 2025-07-03
Time: 1:51:25 PM
Transaction Number: 10279198201

Business Name: QM LP

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. QM LP	35

1. QM LP

1.1 QM LP: Registration 202419545203 (2024-11-06 4:55:24 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-11-06
Special Notices	Purchase Money Security Interest
Debtor Address	200, 5035 SOUTH SERVICE RD. BURLINGTON, ON CA L7L6M9
This registration is jointly registered with these business debtors	QUANTUM HOLDINGS LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL 415-3332 20TH STREET SW CALGARY, AB CA T2T6T9
General Collateral Description	(1) USED 2023 EDGE TS 80 TRACK STACKER CONVEYOR S/N: 23TS80401864 (1) USED 2020 POWERSCREEN XH320SR CLOSED CIRCUIT IMPACT CRUSHER S/N: PID320SRCOMLA3557 C/W 2023 LANDSHARK SCALE TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	23TS80401864 Motor Vehicle 2023 EDGE TS 80
	PID320SRCOMLA3557 Motor Vehicle 2020 POWERSCREEN XH320SR
Change History	Registration Number: 202420822210 (2024-11-28 2:26:53 PM) Sections Changed: General Collateral Description

1.2 QM LP: Registration 202315538701 (2023-09-18 5:30:51 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-18
Special Notices	Purchase Money Security Interest
Debtor Address	200 5035 SOUTH SERVICE RD BURLINGTON, ON CA L7L6M9
This registration is jointly registered with these business debtors	QM LP
	QM LP
	QM LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL SUITE 201, 3007 14TH STREET SW CALGARY, AB CA T2T3V6
	(1) NEW 2023 TEREX MDS M413 TROMMEL S/N: TRXMD413ACKP31733 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM

General Collateral Description	ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	TRXMD413ACKP31733 Trailer 2023 TEREX MDS M413

1.3 QM LP: Registration 202315538701 (2023-09-18 5:30:51 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-18
Special Notices	Purchase Money Security Interest
Debtor Address	3 BANNOCK ST STONY RAPIDS, SK CA S0J2R0
This registration is jointly registered with these business debtors	QM LP QM LP QM LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL SUITE 201, 3007 14TH STREET SW CALGARY, AB CA T2T3V6
General Collateral Description	(1) NEW 2023 TEREX MDS M413 TROMMEL S/N: TRXMD413ACKP31733 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	TRXMD413ACKP31733 Trailer 2023 TEREX MDS M413

1.4 QM LP: Registration 202315538701 (2023-09-18 5:30:51 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-18
Special Notices	Purchase Money Security Interest
Debtor Address	58 CH. OLD CHELSEA CHELSEA, PQ CA J9B0C9
This registration is jointly registered with these business debtors	QM LP QM LP QM LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL SUITE 201, 3007 14TH STREET SW CALGARY, AB CA T2T3V6
General Collateral Description	(1) NEW 2023 TEREX MDS M413 TROMMEL S/N: TRXMD413ACKP31733 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	TRXMD413ACKP31733 Trailer 2023 TEREX MDS M413

1.5 QM LP: Registration 202315538701 (2023-09-18 5:30:51 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-18
Special Notices	Purchase Money Security Interest
Debtor Address	30TH FLOOR 360 MAIN ST WINNIPEG, MB CA R3C4G1
This registration is jointly registered with these business debtors	QM LP QM LP QM LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL SUITE 201, 3007 14TH STREET SW CALGARY, AB CA T2T3V6
	(1) NEW 2023 TEREX MDS M413 TROMMEL S/N: TRXMD413ACKP31733

General Collateral Description	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	TRXMD413ACKP31733 Trailer 2023 TEREX MDS M413

1.6 QM LP: Registration 202313641203 (2023-08-18 9:04:33 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-08-18
Debtor Address	5035 SOUTH SERVICE ROAD, 2ND FLOOR BURLINGTON, ON Canada L7L6M9
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	ELEMENT FLEET MANAGEMENT INC. 4 ROBERT SPECK PARKWAY, SUITE 900 MISSISSAUGA, ON Canada L4Z1S1
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED MOTOR VEHICLES AND OTHER GOODS PROVIDED TO THE DEBTOR BY THE SECURED PARTY PURSUANT TO ONE OR MORE LEASE AGREEMENTS AND ALL ACCESSIONS THERETO AND PROCEEDS THEREOF, INCLUDING MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, ACCOUNTS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, TRADE INS, LICENSES, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

1.7 QM LP: Registration 202311474709 (2023-07-13 9:30:24 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	5035 SOUTH SERVICE ROAD , SUITE 200 BURLINGTON, ON Canada L7L6M9
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 200G FT4 EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	1FF200GATNF000005 Motor Vehicle 2023 JOHN DEERE

1.8 QM LP: Registration 202311472005 (2023-07-13 9:16:13 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	5035 SOUTH SERVICE TOAD , SUITE 200 BURLINGTON, ON Canada L7L6M9
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 300 P EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Serial Numbered Goods (serial number, category, year, description)	1FF300PACPF000034 Motor Vehicle 2023 JOHN DEERE

1.9 QM LP: Registration 202311469209 (2023-07-13 8:54:34 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-13
Special Notices	Purchase Money Security Interest
Debtor Address	5035 SOUTH SERVICE ROAD , SUITE 200 BURLINGTON, ON Canada L7L6M9
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	JOHN DEERE FINANCIAL INC. 295 Hunter Road, P.O. Box 1000 GRIMSBY, ON Canada L3M4H5
General Collateral Description	ONE JOHN DEERE 350 P EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	1FF350PAHPF000655 Motor Vehicle 2023 JOHN DEERE

1.10 QM LP: Registration 202303102509 (2023-02-28 1:13:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM ENVIRONMENTAL QM LP QM ENVIRONMENTAL QM GP INC. QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT0349FHBZ220378 Motor Vehicle 2018 CATERPILLAR 349FL

1.11 QM LP: Registration 202303102509 (2023-02-28 1:13:46 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP QM ENVIRONMENTAL QM ENVIRONMENTAL QM GP INC. QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 349FL LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS

	OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT0349FHBZ220378 Motor Vehicle 2018 CATERPILLAR 349FL

1.12 QM LP: Registration 202303085809 (2023-02-28 10:36:39 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP, THROUGH ITS GENERAL PARTNER, QM GP INC.
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00730C3T301189 Motor Vehicle 2020 CATERPILLAR 730-04

1.13 QM LP: Registration 202303085302 (2023-02-28 10:30:58 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 336-07 LARGE HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336KDKS01165 Motor Vehicle 2019 CATERPILLAR 336-07

1.14 QM LP: Registration 202303085302 (2023-02-28 10:30:58 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
	ONE (1) CATERPILLAR 336-07 LARGE HYDRAULIC EXCAVATOR C/W GENERAL

General Collateral Description	PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336KDKS01165 Motor Vehicle 2019 CATERPILLAR 336-07

1.15 QM LP: Registration 202303074106 (2023-02-28 9:17:04 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	3580 LAIRD ROAD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.16 QM LP: Registration 202303074106 (2023-02-28 9:17:04 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-02-28
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QM ENVIRONMENTAL
	QM ENVIRONMENTAL
	QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD., SUITE 400 BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 326-07 HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00326JFAY00255 Motor Vehicle 2023 CATERPILLAR 326-07

1.17 QM LP: Registration 202301490102 (2023-01-30 1:39:19 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-01-30
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM GP INC.
	QM ENVIRONMENTAL
Secured Parties	CATERPILLAR FINANCIAL SERVICES LIMITED 1122 INTERNATIONAL BLVD SUITE 400

(party code, name, address)	BURLINGTON, ON Canada L7L6Z8
General Collateral Description	ONE (1) CATERPILLAR 730-04 ARTICULATED TRUCK TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	2020 Motor Vehicle 2020 CATERPILLAR 730-04

1.18 QM LP: Registration 202301259001 (2023-01-25 11:47:26 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-01-25
Debtor Address	5155 SPECTRUM WAY, UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM GP INC.
	QM ENVIRONMENTAL
Secured Parties (party code, name, address)	CATERPILLAR FINANCIAL SERVICES LIMITED 3457 SUPERIOR COURT UNIT 2 OAKVILLE, ON Canada L6L0C4
General Collateral Description	ONE (1) CATERPILLAR 336-07 HYDRAULIC EXCAVATOR C/W GENERAL PURPOSE BUCKET TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.
Serial Numbered Goods (serial number, category, year, description)	CAT00336JYBN10383 Motor Vehicle 2020 CATERPILLAR 336-07

1.19 QM LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QMF LP
	QMF LP
	TWT LP
	TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.20 QM LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP
	QMF LP
	QMF LP
	TWT LP
	TWT LP
	MERIDIAN ONECAP CREDIT CORP.

Secured Parties (party code, name, address)	Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.21 QM LP: Registration 202217011100 (2022-10-07 5:36:43 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-07
Special Notices	Purchase Money Security Interest
Debtor Address	5155 Spectrum Way Unit 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QMF LP
	TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHK903CE0000176 Motor Vehicle 2022 HYUNDAI HX350AL

1.22 QM LP: Registration 202216105208 (2022-09-23 11:36:28 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-09-23
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QMF LP
	TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHWL50JL0000187 Motor Vehicle 2022 HYUNDAI HL955A

1.23 QM LP: Registration 202122657002 (2021-12-23 11:34:35 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,

	INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202220707719 (2022-12-13 12:23:53 PM) Sections Changed: Serial Numbered Goods

1.24 QM LP: Registration 202122657002 (2021-12-23 11:34:35 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 ENGINE S/N 087722 C/W TAILGATE, 2015 VOLVO A40G S/N VCE0A40GK00340798 ENGINE S/N 087731 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVETOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202220707719 (2022-12-13 12:23:53 PM) Sections Changed: Serial Numbered Goods

1.25 QM LP: Registration 202122655000 (2021-12-23 11:24:21 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202221403918 (2022-12-28 9:11:47 AM) Sections Changed: Serial Numbered Goods

1.26 QM LP: Registration 202122655000 (2021-12-23 11:24:21 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-12-23
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM GP INC.

Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 ENGINE S/N 083409 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GHE0340316 ENGINE S/N 080849 C/W TAILGATE, 2014 VOLVO A40G S/N VCE0A40GCE0340391 ENGINE S/N 081424 C/W TAILGATE. THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS: ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202221403918 (2022-12-28 9:11:47 AM) Sections Changed: Serial Numbered Goods

1.27 QM LP: Registration 201803529804 (2018-03-01 11:53:47 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-03-01
Debtor Address	3580 LAIRD ROAD UNIT 1 Mississauga, ON Canada L5L 5Z7
This registration is jointly registered with these business debtors	QM Environmental
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON Canada L4W 0B4
General Collateral Description	The security interest is taken in all of the debtor's persent and after-acquired personal property.
Change History	Registration Number: 202304219710 (2023-03-20 11:44:25 AM) Sections Changed: Business Debtors
	Registration Number: 202301671018 (2023-02-01 2:56:32 PM) Sections Changed: Expiry Date

1.28 QM LP: Registration 201803305400 (2018-02-27 9:30:41 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-02-27
Debtor Address	3580 Laird Road, Unit 1 Mississauga, Ontario Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario Canada L4W 0B4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202301376016 (2023-01-27 10:18:56 AM) Sections Changed: Expiry Date

1.29 QM LP: Registration 201716396105 (2017-09-08 11:07:03 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121037418 (2021-11-26 9:41:31 AM) Sections Changed: Expiry Date

1.30 QM LP: Registration 201716396105 (2017-09-08 11:07:03 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GH00340812 C/W ENGINE S/N 087722, TAILGATE, STARTING HOURS 2880 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GH00340812 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121037418 (2021-11-26 9:41:31 AM) Sections Changed: Expiry Date

1.31 QM LP: Registration 201716393408 (2017-09-08 10:53:10 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM LP
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202121037116 (2021-11-26 9:39:38 AM) Sections Changed: Expiry Date

1.32 QM LP: Registration 201716393408 (2017-09-08 10:53:10 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
	QM LP, BY ITS GENERAL PARTNER, QM GP INC.
	QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2014 VOLVO A40G S/N VCE0A40GTE0340434 C/W ENGINE S/N 083409, TAILGATE, STARTING HOURS 2329 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GTE0340434 Motor Vehicle 2014 VOLVO A40G
Change History	Registration Number: 202121037116 (2021-11-26 9:39:38 AM) Sections Changed: Expiry Date

1.33 QM LP: Registration 201716390808 (2017-09-08 10:32:23 AM)	
Registered under	The Personal Property Security Act

Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	3640 - 61 AVENUE SE CALGARY, AB Canada T2C2J3
This registration is jointly registered with these business debtors	QM GP INC. QM LP QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GK00340798 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121036616 (2021-11-26 9:35:01 AM) Sections Changed: Expiry Date

1.34 QM LP: Registration 201716390808 (2017-09-08 10:32:23 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-09-08
Special Notices	Purchase Money Security Interest
Debtor Address	402084 - 81 STREET EAST ALDERSYDE, AB Canada T0L0A0
This registration is jointly registered with these business debtors	QM LP QM GP INC. QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC. QM LP, BY ITS GENERAL PARTNER, QM GP INC.
Secured Parties (party code, name, address)	VFS CANADA INC. 238 WELLINGTON ST. E. 3RD FLR. AURORA, ON Canada L4G 1J5
General Collateral Description	2015 VOLVO A40G S/N VCE0A40GK00340798 C/W ENGINE SN 087731, TAILGATE, STARTING HOURS 2664 // THE GOODS FINANCED BY THE SECURED PARTY DESCRIBED HEREIN, TOGETHER WITH ALL PROCEEDS, ACCESSIONS, DOCUMENTS, INSTRUMENTS, ACCOUNTS, RENTS, INCOME, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES RELATED THERETO.
Serial Numbered Goods (serial number, category, year, description)	VCE0A40GK00340798 Motor Vehicle 2015 VOLVO A40G
Change History	Registration Number: 202121036616 (2021-11-26 9:35:01 AM) Sections Changed: Expiry Date

1.35 QM LP: Registration 201604958801 (2016-03-21 2:14:10 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803504119 (2018-03-01 9:33:01 AM) Sections Changed: Additional Information

Back to Top

END OF EXACT MATCHES

Additional Options:

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File Currency: **01JUL 2025**

All Pages

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Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	QMF LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	714911103	1	5	1	13	21MAR 2041		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
714911103		001	001			20160321 1231 1862 2199	P PPSA	25
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	QMF LP							
	Address				**City**	**Province**	**Postal Code**	
	162 CRESCENT ROAD				TORONTO	ON	M4W 1V2	
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	QM GP INC.							
	Address				**City**	**Province**	**Postal Code**	
	162 CRESCENT ROAD				TORONTO	ON	M4W 1V2	
Secured Party	**Secured Party / Lien Claimant**							
	AVIVA INSURANCE COMPANY OF CANADA							
	Address				**City**	**Province**	**Postal Code**	
	2200 EGLINTON AVENUE EAST				SCARBOROUGH	ON	M1L 4S8	
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**								

Registering Agent	Registering Agent			
	BORDEN LADNER GERVAIS LLP (V. EVERETT)			
	Address	**City**	**Province**	**Postal Code**
	40 KING STREET WEST, SUITE 4400	TORONTO	ON	M5H 3Y4

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	QMF LP								
File Currency	01JUL 2025								
	File Number	**Family**	**of Families**	**Page**	**of Pages**				
	714911103	1	5	2	13				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**			**Registered Under**	
		001	1		20180301 1011 1590 4377				
Record Referenced	**File Number**		**Page Amended**	**No Specific Page Amended**	**Change Required**		**Renewal Years**	**Correct Period**	
	714911103				J OTHER				
Reference Debtor/ Transferor	**First Given Name**				**Initial**	**Surname**			
	Business Debtor Name								
	QM GP INC.								
Other Change	**Other Change**								
	SUBORDINATION								
Reason / Description	**Reason / Description**								
	BANK OF NOVA SCOTIA								
Debtor/ Transferee	**Date of Birth**		**First Given Name**		**Initial**	**Surname**			
	Business Debtor Name							**Ontario Corporation Number**	
	Address				**City**			**Province**	**Postal Code**
Assignor Name	**Assignor Name**								
Secured Party	**Secured party, lien claimant, assignee**								
	Address				**City**			**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)			
	Address	**City**	**Province**	**Postal Code**
	1100-25 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6S6

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	QMF LP						
File Currency	01JUL 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	755259633	2	5	3	13	09SEP 2034	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
755259633		001	1		20190909 1546 1532 7872	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QMF LP			
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD ROAD UNIT 1		MISSISSAUGA	ON	L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province**	**Postal Code**

Secured Party	Secured Party / Lien Claimant			
	THE BANK OF NOVA SCOTIA			
	Address	**City**	**Province**	**Postal Code**
	4715 TAHOE BLVD	MISSISSAUGA	ON	L4W 0B4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	CSRS			
	Address	**City**	**Province**	**Postal Code**
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	QMF LP					
File Currency	01JUL 2025					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	755259633	2	5	4	13	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20230320 1049 1590 5331	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	755259633			B RENEWAL	5	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	QMF LP		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
	Business Debtor Name				**Ontario Corporation Number**
	Address		**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**
Secured Party	**Secured party, lien claimant, assignee**

	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GARDINER ROBERTS LLP (L. SALVI)			
	Address	City	Province	Postal Code
	3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QMF LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages
	755259633	2	5	5	13

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20240809 0807 1532 4103	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	755259633			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	QMF LP		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address		City	Province / Postal Code

Assignor Name	Assignor Name
Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	QMF LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	786968901	3	5	6	13	23SEP 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
786968901		001	2		20220923 1234 5064 3472	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	QM LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD, UNIT 1	MISSISSAUGA,	ON	L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	QMF LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD, UNIT 1	MISSISSAUGA,	ON	L5L 5Z7

Secured Party	Secured Party / Lien Claimant			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	**City**	**Province**	**Postal Code**
	SUITE 1500, 4710 KINGSWAY	BURNABY	BC	V5H 4M2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2022	HYUNDAI	HL955A	HHKHWL50JL0000187

General Collateral Description	General Collateral Description
	LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
	REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
	PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	QMF LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	786968901	3	5	7	13	23SEP 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
786968901		002	2		20220923 1234 5064 3472		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	TWT LP			
	Address		**City**	**Province** / **Postal Code**
	3580 LAIRD RD, UNIT 1		MISSISSAUGA,	ON / L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE
	PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR
	DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering Agent	Registering Agent

	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	QMF LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	787413276	4	5	8	13	07OCT 2028		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
787413276		001	2			20221007 1353 5064 1176	P PPSA	06

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QM LP			
	Address		**City**	**Province**	**Postal Code**
	5155 SPECTRUM WAY UNIT 8		MISSISSAUGA	ON	L4W 5A1

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QMF LP			
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Secured Party	**Secured Party / Lien Claimant**			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	**City**	**Province**	**Postal Code**
	SUITE 1500, 4710 KINGSWAY	BURNABY	BC	V5H 4M2

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2022	HYUNDAI	HX350AL	HHKHK903CE0000176

General Collateral Description	**General Collateral Description**
	EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
	ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
	THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	QMF LP								
File Currency	01JUL 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	787413276	4	5	9	13	07OCT 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule		Registration Number	Registered Under	Registration Period	
787413276		002	2			20221007 1353 5064 1176			
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	TWT LP								
	Address					City	Province	Postal Code	
	3580 LAIRD RD					MISSISSAUGA	ON	L5L 5Z7	
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address					City	Province	Postal Code	
Secured Party	Secured Party / Lien Claimant								
	Address					City	Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model		V.I.N.	
General Collateral Description	General Collateral Description								
	FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN								
	INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES								
	FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL								
Registering Agent	Registering Agent								
	Address					City	Province	Postal Code	

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	QMF LP						
File Currency	01JUL 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	796168188	5	5	10	13	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796168188		001	4	X	20230814 1216 1901 9590	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number	
	QM LP				
	Address		City	Province	Postal Code
	3580 LAIRD RD, UNIT 1		MISSISSAUGA,	ON	L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number	
	QMF LP				
	Address		City	Province	Postal Code
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Secured Party	Secured Party / Lien Claimant			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	City	Province	Postal Code
	204 - 3185 WILLINGDON GREEN	BURNABY	BC	V5G 4P3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2015	JOHN DEERE	135G	1FF135GXLEE400828
	2022	BOBCAT	E88	B4NM11608

General Collateral Description	General Collateral Description
	EXCAVATOR(S) SKID STEER(S) BUCKET(S) TOGETHER WITH ALL ATTACHMENTS
	ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
	IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	201-1325 POLSON DR.	VERNON	BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QMF LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	796168188	5	5	11	13	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796168188		002	4		20230814 1216 1901 9590		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	TWT LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD	MISSISSAUGA	ON	L5L 5Z7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	HIGHPOINT ENVIRONMENTAL SERVICES INC			
	Address	**City**	**Province**	**Postal Code**
	265 BARTLEY DRIVE	TORONTO	ON	M4A 2N7

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2014	CATERPILLAR	262D	CAT262DCDTB01532
	2021	BOBCAT	E145	B4WU11137

General Collateral Description	**General Collateral Description**
	INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
	RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QMF LP
File Currency	01JUL 2025

	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	796168188	5	5	12	13	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
796168188		003	4		20230814 1216 1901 9590		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address	**City**	**Province**	**Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	BOBCAT	E85	B48411894
	2016	CATERPILLAR	349F	CAT0349FHHPD00643

General Collateral Description	General Collateral Description
	COLLATERAL

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QMF LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages
	796168188	5	5	13	13

FORM 4C Motor Vehicle Schedule

Reference File Number	Page of	Total Pages	Registration Number
796168188	004	4	20230814 1216 1901 9590

Year	Make	Model	VIN Number
2021	BOBCAT	E85	B48414816
2022	BOBCAT	E88	B4NM11476
2022	JOHN DEERE	332G	1T0332GMANF413568
2022	JOHN DEERE	332G	1T0332GMCNF417559

LAST PAGE

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BACK TO TOP

All Pages

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Business Debtor

Search by Business Debtor

Date: 2025-07-03
Time: 1:51:59 PM
Transaction Number: 10279198247

Business Name: QMF LP

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. QMF LP	6

1. QMF LP

1.1 QMF LP: Registration 202509472809 (2025-05-29 3:36:14 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-06-06
Debtor Address	Suite 200 â€‟ 5035 South Service Road Burlington, Ontario Canada L7L 6M9
Secured Parties (party code, name, address)	The Bank of Nova Scotia 40 King Street West, 14th Floor Toronto, Ontario Canada M5H 1H1
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 QMF LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP QM LP QMF LP TWT LP TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.3 QMF LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP QM LP QMF LP TWT LP TWT LP

Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.4 QMF LP: Registration 202217011100 (2022-10-07 5:36:43 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-07
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHK903CE0000176 Motor Vehicle 2022 HYUNDAI HX350AL

1.5 QMF LP: Registration 202216105208 (2022-09-23 11:36:28 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-09-23
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHWL50JL0000187 Motor Vehicle 2022 HYUNDAI HL955A

1.6 QMF LP: Registration 201604958402 (2016-03-21 2:13:06 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803505310 (2018-03-01 9:38:45 AM) Sections Changed: Additional Information

Back to Top

END OF EXACT MATCHES

Additional Options:

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File Currency: **01JUL 2025**

All Pages

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Type of Search	Business Debtor							
Search Conducted On	TWT LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	714911157	1	5	1	14	21MAR 2041		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
714911157		001	001			20160321 1231 1862 2200	P PPSA	25
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	TWT LP							
	Address					**City**	**Province**	**Postal Code**
	162 CRESCENT ROAD					TORONTO	ON	M4W 1V2
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	QM GP INC.							
	Address					**City**	**Province**	**Postal Code**
	162 CRESCENT ROAD					TORONTO	ON	M4W 1V2
Secured Party	**Secured Party / Lien Claimant**							
	AVIVA INSURANCE COMPANY OF CANADA							
	Address					**City**	**Province**	**Postal Code**
	2200 EGLINTON AVENUE EAST					SCARBOROUGH	ON	M1L 4S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BORDEN LADNER GERVAIS LLP (V. EVERETT)			
	Address	**City**	**Province**	**Postal Code**
	40 KING STREET WEST, SUITE 4400	TORONTO	ON	M5H 3Y4

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TWT LP								
File Currency	01JUL 2025								
	File Number	**Family**	**of Families**	**Page**	**of Pages**				
	714911157	1	5	2	14				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**			**Registered Under**	
		001	1		20180301 1011 1590 4376				
Record Referenced	**File Number**		**Page Amended**	**No Specific Page Amended**	**Change Required**		**Renewal Years**	**Correct Period**	
	714911157				J OTHER				
Reference Debtor/ Transferor	**First Given Name**				**Initial**	**Surname**			
	Business Debtor Name								
	QM GP INC.								
Other Change	**Other Change**								
	SUBORDINATION								
Reason / Description	**Reason / Description**								
	BANK OF NOVA SCOTIA								
Debtor/ Transferee	**Date of Birth**		**First Given Name**		**Initial**	**Surname**			
	Business Debtor Name							**Ontario Corporation Number**	
	Address				**City**			**Province**	**Postal Code**
Assignor Name	**Assignor Name**								
Secured Party	**Secured party, lien claimant, assignee**								
	Address				**City**			**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**				**Model**			**V.I.N.**

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)			
	Address	**City**	**Province**	**Postal Code**
	1100-25 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6S6

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	TWT LP						
File Currency	01JUL 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	755259624	2	5	3	14	09SEP 2034	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
755259624		001	1		20190909 1545 1532 7871	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	TWT LP			
	Address		**City**	**Province** / **Postal Code**
	3580 LAIRD ROAD UNIT 1		MISSISSAUGA	ON / L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	THE BANK OF NOVA SCOTIA			
	Address		**City**	**Province** / **Postal Code**
	4715 TAHOE BLVD		MISSISSAUGA	ON / L4W 0B4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	CSRS			
	Address	**City**	**Province**	**Postal Code**
	4126 NORLAND AVE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TWT LP								
File Currency	01JUL 2025								
	File Number	**Family**	**of Families**	**Page**	**of Pages**				
	755259624	2	5	4	14				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**			**Registered Under**	
		001	1		20230320 0954 1590 5291				
Record Referenced	**File Number**		**Page Amended**	**No Specific Page Amended**	**Change Required**		**Renewal Years**	**Correct Period**	
	755259624			X	A AMNDMNT				
Reference Debtor/ Transferor	**First Given Name**			**Initial**	**Surname**				
	Business Debtor Name								
	TWT LP								
Other Change	**Other Change**								
Reason / Description	**Reason / Description**								
	TO ADD AN ADDITIONAL DEBTOR NAME.								
Debtor/ Transferee	**Date of Birth**	**First Given Name**			**Initial**	**Surname**			
	Business Debtor Name							**Ontario Corporation Number**	
	QM MATERIALS MANAGEMENT								
	Address				**City**			**Province**	**Postal Code**
	162 CRESCENT ROAD				TORONTO			ON	M4W 1V2
Assignor Name	**Assignor Name**								
Secured Party	**Secured party, lien claimant, assignee**								
	Address				**City**			**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GARDINER ROBERTS LLP (L. SALVI)			
	Address	**City**	**Province**	**Postal Code**
	3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages
	755259624	2	5	5	14

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230320 1049 1590 5330	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	755259624			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	TWT LP		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Assignor Name	Assignor Name
Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	GARDINER ROBERTS LLP (L. SALVI)			
	Address	**City**	**Province**	**Postal Code**
	3600-22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages
	755259624	2	5	6	14

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20240809 0808 1532 4113	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	755259624			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	TWT LP		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Assignor Name	Assignor Name
Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	D + H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	786968901	3	5	7	14	23SEP 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
786968901		001	2		20220923 1234 5064 3472	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	QM LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD, UNIT 1	MISSISSAUGA,	ON	L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	QMF LP			
	Address	**City**	**Province**	**Postal Code**
	3580 LAIRD RD, UNIT 1	MISSISSAUGA,	ON	L5L 5Z7

Secured Party	Secured Party / Lien Claimant			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	**City**	**Province**	**Postal Code**
	SUITE 1500, 4710 KINGSWAY	BURNABY	BC	V5H 4M2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2022	HYUNDAI	HL955A	HHKHWL50JL0000187

General Collateral Description	General Collateral Description
	LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
	REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
	PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	City	Province	Postal Code
	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	786968901	3	5	8	14	23SEP 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
786968901		002	2		20220923 1234 5064 3472		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	TWT LP			
	Address		City	Province / Postal Code
	3580 LAIRD RD, UNIT 1		MISSISSAUGA,	ON / L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province / Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address		City	Province / Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

	PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering Agent	Registering Agent			
	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	TWT LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	787413276	4	5	9	14	07OCT 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
787413276		001	2		20221007 1353 5064 1176	P PPSA	06

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QM LP			
	Address		**City**	**Province**	**Postal Code**
	5155 SPECTRUM WAY UNIT 8		MISSISSAUGA	ON	L4W 5A1

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QMF LP			
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Secured Party	**Secured Party / Lien Claimant**			
	MERIDIAN ONECAP CREDIT CORP.			
	Address		**City**	**Province**	**Postal Code**
	SUITE 1500, 4710 KINGSWAY		BURNABY	BC	V5H 4M2

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2022	HYUNDAI	HX350AL	HHKHK903CE0000176

General Collateral Description	**General Collateral Description**
	EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
	ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
	THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

Registering Agent	**Registering Agent**			
	ESC CORPORATE SERVICES LTD.			
	Address		**City**	**Province**	**Postal Code**

	445 KING STREET WEST, SUITE 400	TORONTO	ON	M5V 1K4

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	TWT LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	787413276	4	5	10	14	07OCT 2028		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
787413276		002	2			20221007 1353 5064 1176		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	TWT LP				
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**				
	Address		**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
	INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES
	FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	TWT LP

File Currency	01JUL 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	796168188	5	5	11	14	14AUG 2029		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
796168188		001	4	X	20230814 1216 1901 9590	P PPSA	06

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	QM LP				
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD, UNIT 1		MISSISSAUGA,	ON	L5L 5Z7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	QMF LP				
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Secured Party	Secured Party / Lien Claimant			
	MERIDIAN ONECAP CREDIT CORP.			
	Address	**City**	**Province**	**Postal Code**
	204 - 3185 WILLINGDON GREEN	BURNABY	BC	V5G 4P3

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2015	JOHN DEERE	135G	1FF135GXLEE400828
	2022	BOBCAT	E88	B4NM11608

General Collateral Description	General Collateral Description
	EXCAVATOR(S) SKID STEER(S) BUCKET(S) TOGETHER WITH ALL ATTACHMENTS
	ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND
	IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.			
	Address	**City**	**Province**	**Postal Code**
	201-1325 POLSON DR.	VERNON	BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	796168188	5	5	12	14	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

796168188		002	4		20230814 1216 1901 9590		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	TWT LP				
	Address		**City**	**Province**	**Postal Code**
	3580 LAIRD RD		MISSISSAUGA	ON	L5L 5Z7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	HIGHPOINT ENVIRONMENTAL SERVICES INC				
	Address		**City**	**Province**	**Postal Code**
	265 BARTLEY DRIVE		TORONTO	ON	M4A 2N7

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
	2014	CATERPILLAR	262D	CAT262DCDTB01532
	2021	BOBCAT	E145	B4WU11137

General Collateral Description	**General Collateral Description**
	INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A
	RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor
Search Conducted On	TWT LP
File Currency	01JUL 2025

	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	796168188	5	5	13	14	14AUG 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
796168188		003	4		20230814 1216 1901 9590		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	BOBCAT	E85	B48411894
	2016	CATERPILLAR	349F	CAT0349FHHPD00643

General Collateral Description	General Collateral Description
	COLLATERAL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	TWT LP				
File Currency	01JUL 2025				
	File Number	Family	of Families	Page	of Pages
	796168188	5	5	14	14

FORM 4C Motor Vehicle Schedule

Reference File Number	Page of	Total Pages	Registration Number
796168188	004	4	20230814 1216 1901 9590

Year	Make	Model	VIN Number
2021	BOBCAT	E85	B48414816
2022	BOBCAT	E88	B4NM11476
2022	JOHN DEERE	332G	1T0332GMANF413568
2022	JOHN DEERE	332G	1T0332GMCNF417559

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

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Business Debtor

Search by Business Debtor

Date: 2025-07-03
Time: 1:52:34 PM
Transaction Number: 10279198274

Business Name: TWT LP

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. TWT LP	6

1. TWT LP

1.1 TWT LP: Registration 202509473007 (2025-05-29 3:38:00 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-06-06
Debtor Address	Suite 200 â€‟ 5035 South Service Road Burlington, Ontario Canada L7L 6M9
Secured Parties (party code, name, address)	The Bank of Nova Scotia 40 King Street West, 14th Floor Toronto, Ontario Canada M5H 1H1
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 TWT LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP QM LP QMF LP QMF LP TWT LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.3 TWT LP: Registration 202217261106 (2022-10-13 2:56:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-13
Special Notices	Purchase Money Security Interest
Debtor Address	5155 SPECTRUM WAY UNIT 8 MISSISSAUGA, ON Canada L4W5A1
This registration is jointly registered with these business debtors	QM LP QM LP QMF LP QMF LP TWT LP

Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	JALE5W168P7301760 Motor Vehicle 2023 ISUZU NRR

1.4 TWT LP: Registration 202217011100 (2022-10-07 5:36:43 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-10-07
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD MISSISSAUGA, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QMF LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	EXCAVATOR(S), GRAPPLE(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHK903CE0000176 Motor Vehicle 2022 HYUNDAI HX350AL

1.5 TWT LP: Registration 202216105208 (2022-09-23 11:36:28 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-09-23
Special Notices	Purchase Money Security Interest
Debtor Address	3580 LAIRD RD, UNIT 1 MISSISSAUGA,, ON Canada L5L5Z7
This registration is jointly registered with these business debtors	QM LP
	QMF LP
Secured Parties (party code, name, address)	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC Canada V5H4M2
General Collateral Description	LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
Serial Numbered Goods (serial number, category, year, description)	HHKHWL50JL0000187 Motor Vehicle 2022 HYUNDAI HL955A

1.6 TWT LP: Registration 201604958208 (2016-03-21 2:12:37 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803506111 (2018-03-01 9:43:36 AM) Sections Changed: Additional Information

Back to Top

END OF EXACT MATCHES

Additional Options:

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New Search

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Enquiry Result

File Currency: **01JUL 2025**

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	QUANTUM HOLDINGS LP							
File Currency	01JUL 2025							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	510847713	1	3	1	11	07NOV 2031		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
510847713		01	005			20241107 1004 1462 0953	P PPSA	7
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	QM LP							
	Address				**City**	**Province**	**Postal Code**	
	200, 5035 SOUTH SERVICE RD.				BURLINGTON	ON	L7L6M9	
Individual Debtor	**Date of Birth**	**First Given Name**			**Initial**	**Surname**		
Business Debtor	**Business Debtor Name**					**Ontario Corporation Number**		
	QUANTUM HOLDINGS LP							
	Address				**City**	**Province**	**Postal Code**	
	200, 5035 SOUTH SERVICE RD.				BURLINGTON	ON	L7L6M9	
Secured Party	**Secured Party / Lien Claimant**							
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL							
	Address				**City**	**Province**	**Postal Code**	
	415-3332 20TH STREET SW				CALGARY	AB	T2T6T9	
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
			X		X	X			
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	
	2023	EDGE				TS 80		23TS80401864	
	2020	POWERSCREEN				XH320SR		PID320SRCOMLA3557	
General Collateral Description	**General Collateral Description**								
	(1) NEW 2023 EDGE TS 80 TRACK STACKER CONVEYOR S/N 23TS80401864								
	(1) USED 2020 POWERSCREEN XH320SR CLOSED CIRCUIT IMPACT CRUSHER								

	S/N PID320SRCOMLA3557 C/W 2023 LANDSHARK SCALE

Registering Agent	Registering Agent			
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL			
	Address	**City**	**Province**	**Postal Code**
	415-3332 20TH STREET SW	CALGARY	AB	T2T6T9

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	QUANTUM HOLDINGS LP						
File Currency	01JUL 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	510847713	1	3	2	11	07NOV 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
510847713		02	005		20241107 1004 1462 0953	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,
	REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND

Registering Agent	Registering Agent			
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL			
	Address	**City**	**Province**	**Postal Code**
	415-3332 20TH STREET SW	CALGARY	AB	T2T6T9

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	QUANTUM HOLDINGS LP						
File Currency	01JUL 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	510847713	1	3	3	11	07NOV 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
510847713		03	005		20241107 1004 1462 0953	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**				
	Address		**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
	DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
	LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,

Registering Agent	**Registering Agent**			
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL			
	Address	**City**	**Province**	**Postal Code**
	415-3332 20TH STREET SW	CALGARY	AB	T2T6T9

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	510847713	1	3	4	11	07NOV 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
510847713		04	005		20241107 1004 1462 0953	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
	LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
	DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR

Registering Agent	Registering Agent		
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL		
	Address	**City**	**Province** / **Postal Code**
	415-3332 20TH STREET SW	CALGARY	AB / T2T6T9

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	510847713	1	3	5	11	07NOV 2031	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

510847713		05	005		20241107 1004 1462 0953	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	**Secured Party / Lien Claimant**
	Address / **City** / **Province** / **Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE
	TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering Agent	**Registering Agent**			
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL			
	Address	**City**	**Province**	**Postal Code**
	415-3332 20TH STREET SW	CALGARY	AB	T2T6T9

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	QUANTUM HOLDINGS LP					
File Currency	01JUL 2025					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	510847713	1	3	6	11	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20241128 1703 1462 2167	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	510847713			A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	QM LP

Other Change	Other Change

Reason / Description	Reason / Description
	CORRECTION TO GENERAL COLLATERAL DESCRIPTION

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	USED 2023 EDGE TS 80 TRACK STACKER CONVEYOR S/N 23TS80401864

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	2416924 ALBERTA LTD. O/A STRIDE CAPITAL			
	Address	City	Province	Postal Code
	415-3332 20TH STREET SW	CALGARY	AB	T2T6T9

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	714911013	2	3	7	11	21MAR 2041	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

714911013		001	001		20160321 1230 1862 2197	P PPSA	25

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	QUANTUM HOLDINGS LP				
	Address		**City**	**Province**	**Postal Code**
	162 CRESCENT ROAD		TORONTO	ON	M4W 1V2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	QM GP INC.				
	Address		**City**	**Province**	**Postal Code**
	162 CRESCENT ROAD		TORONTO	ON	M4W 1V2

Secured Party	**Secured Party / Lien Claimant**				
	AVIVA INSURANCE COMPANY OF CANADA				
	Address		**City**	**Province**	**Postal Code**
	2200 EGLINTON AVENUE EAST		SCARBOROUGH	ON	M1L 4S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**				
	BORDEN LADNER GERVAIS LLP (V. EVERETT)				
	Address		**City**	**Province**	**Postal Code**
	40 KING STREET WEST, SUITE 4400		TORONTO	ON	M5H 3Y4

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	**Family**	**of Families**	**Page**	**of Pages**
	714911013	2	3	8	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		001	1		20180301 1010 1590 4374	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	714911013			J OTHER		

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name								
	QUANTUM HOLDINGS LP								
Other Change	**Other Change**								
	SUBORDINATION								
Reason / Description	**Reason / Description**								
	BANK OF NOVA SCOTIA								
Debtor/ Transferee	**Date of Birth**	**First Given Name**			**Initial**	**Surname**			
	Business Debtor Name							**Ontario Corporation Number**	
	Address					**City**		**Province**	**Postal Code**
Assignor Name	**Assignor Name**								
Secured Party	**Secured party, lien claimant, assignee**								
	Address					**City**		**Province**	**Postal Code**
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
Motor Vehicle Description	**Year**	**Make**				**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**								
Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**								
	KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)								
	Address					**City**		**Province**	**Postal Code**
	1100-25 SHEPPARD AVENUE WEST					TORONTO		ON	M2N 6S6

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	QUANTUM HOLDINGS LP					
File Currency	01JUL 2025					
	File Number	**Family**	**of Families**	**Page**	**of Pages**	
	714911013	2	3	9	11	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		001	1		20180301 1012 1590 4379	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	714911013			J OTHER		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	QM GP INC.		

Other Change	Other Change
	SUBORDINATION
Reason / Description	**Reason / Description**
	BANK OF NOVA SCOTIA

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Assignor Name	Assignor Name
Secured Party	**Secured party, lien claimant, assignee**

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP (ADS)			
	Address	**City**	**Province**	**Postal Code**
	1100-25 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 6S6

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

	736688574	3	3	10	11	23FEB 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
736688574		001	1		20180223 1253 1590 3907	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QUANTUM HOLDINGS LP			
	Address		**City**	**Province** / **Postal Code**
	3580 LAIRD ROAD, UNIT 1		MISSISSAUGA	ON / L5L 5Z7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	QM GP INC.			
	Address		**City**	**Province** / **Postal Code**
	3580 LAIRD ROAD, UNIT 1		MISSISSAUGA	ON / L5L 5Z7

Secured Party	**Secured Party / Lien Claimant**			
	THE BANK OF NOVA SCOTIA			
	Address		**City**	**Province** / **Postal Code**
	4715 TAHOE BOULEVARD		MISSISSAUGA	ON / L4W 0B4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	NORTON ROSE FULBRIGHT CANADA LLP (M.MOHER/JS)			
	Address		**City**	**Province** / **Postal Code**
	3800-200 BAY STREET		TORONTO	ON / M5J 2Z4

CONTINUED

Type of Search	Business Debtor
Search Conducted On	QUANTUM HOLDINGS LP
File Currency	01JUL 2025

	File Number	Family	of Families	Page	of Pages
	736688574	3	3	11	11

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230123 1037 1529 9260	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	736688574		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	QUANTUM HOLDINGS LP		

Other Change	Other Change
Reason / Description	**Reason / Description**

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Assignor Name	Assignor Name
Secured Party	**Secured party, lien claimant, assignee**

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	D+H LIMITED PARTNERSHIP			
	Address	**City**	**Province**	**Postal Code**
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

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Business Debtor

Search by Business Debtor

Date: 2025-07-03
Time: 1:53:07 PM
Transaction Number: 10279198292

Business Name: Quantum Holdings LP

2 exact matches were found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. QUANTUM HOLDINGS LP	2
2. Quantum Holdings LP	3

1. QUANTUM HOLDINGS LP

1.1 QUANTUM HOLDINGS LP: Registration 202419545203 (2024-11-06 4:55:24 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2031-11-06
Special Notices	Purchase Money Security Interest
Debtor Address	200, 5035 SOUTH SERVICE RD. BURLINGTON, ON CA L7L6M9
This registration is jointly registered with these business debtors	QM LP
Secured Parties (party code, name, address)	2416924 ALBERTA LTD. O/A STRIDE CAPITAL 415-3332 20TH STREET SW CALGARY, AB CA T2T6T9
General Collateral Description	(1) USED 2023 EDGE TS 80 TRACK STACKER CONVEYOR S/N: 23TS80401864 (1) USED 2020 POWERSCREEN XH320SR CLOSED CIRCUIT IMPACT CRUSHER S/N: PID320SRCOMLA3557 C/W 2023 LANDSHARK SCALE TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Serial Numbered Goods (serial number, category, year, description)	23TS80401864 Motor Vehicle 2023 EDGE TS 80
	PID320SRCOMLA3557 Motor Vehicle 2020 POWERSCREEN XH320SR
Change History	Registration Number: 202420822210 (2024-11-28 2:26:53 PM) Sections Changed: General Collateral Description

1.2 QUANTUM HOLDINGS LP: Registration 201604958909 (2016-03-21 2:14:39 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2041-03-21
Debtor Address	162 CRESCENT ROAD TORONTO, ON CANADA M4W 1V2
This registration is jointly registered with these business debtors	QM GP INC.
Secured Parties (party code, name, address)	AVIVA INSURANCE COMPANY OF CANADA 2200 EGLINTON AVENUE EAST SCARBOROUGH, ON CANADA M1L 4S8
General Collateral Description	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Additional Information	Subordination to The Bank of Nova Scotia
Change History	Registration Number: 201803504518 (2018-03-01 9:35:25 AM) Sections Changed: Additional Information

Back to Top

2. Quantum Holdings LP

2.1 Quantum Holdings LP: Registration 201810066801 (2018-06-07 4:03:11 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-06-07
Debtor Address	3580 LAIRD ROADUNIT 1 Mississauga, ON Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON Canada L4W 0B4
General Collateral Description	The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202307235317 (2023-05-07 6:06:04 AM) Sections Changed: Expiry Date

2.2 Quantum Holdings LP: Registration 201803529707 (2018-03-01 11:53:46 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-03-01
Debtor Address	3580 LAIRD ROAD UNIT 1 Mississauga, ON Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, ON Canada L4W 0B4
General Collateral Description	The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202301670917 (2023-02-01 2:53:17 PM) Sections Changed: Expiry Date

2.3 Quantum Holdings LP: Registration 201803305701 (2018-02-27 9:34:41 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-02-27
Debtor Address	3580 Laird Road, Unit 1 Mississauga, Ontario Canada L5L 5Z7
Secured Parties (party code, name, address)	The Bank of Nova Scotia 4715 Tahoe Boulevard Mississauga, Ontario Canada L4W 0B4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202301376911 (2023-01-27 10:22:00 AM) Sections Changed: Expiry Date

Back to Top

END OF EXACT MATCHES

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Business Debtor

Search Results | Similar Matches | Print Requests | Mailing Information | Payment

Help

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. QUANTUM MOLDERS INC.	1

1. QUANTUM MOLDERS INC. ☐ Include in Printed Search Results

Financing Statement
Change Statement
Discharge Statement
Global Change
Search Services
Individual Debtor
Business Debtor
Registration Number
Serial Number
Document Copies
Other Services
Fees
Party Code
Registration History
Contact Us
eRegistration
Land Titles Online
Plan Deposit Submission
Title Check
Account, Fees, and Payment

1.1 QUANTUM MOLDERS INC.: Registration 200413726203 (2004-07-30 4:56:17 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-07-30
Debtor Address	25 DUNLOP AVENUE. WINNIPEG, MB Canada R2X 2V2
Secured Parties (party code, name, address)	THE BANK OF NOVA SCOTIA PO BOX 3700 STN MAIN Winnipeg, MB Canada R3C 0A7
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THEREOF.
Change History	Registration Number: 202411190716 (2024-06-30 6:06:35 AM) Sections Changed: Expiry Date
	Registration Number: 201911000615 (2019-07-02 10:41:22 AM) Sections Changed: Expiry Date
	Registration Number: 201411967811 (2014-06-30 9:33:54 AM) Sections Changed: Expiry Date
	Registration Number: 201013497813 (2010-08-16 4:08:44 PM) Sections Changed: Secured Parties, Business Debtors
	Registration Number: 200911114517 (2009-06-30 10:53:38 AM) Sections Changed: Expiry Date
	Registration Number: 200504319112 (2005-03-17 12:00:30 PM) Sections Changed: Business Debtors

Back to Top

Search Results | Similar Matches | Print Requests | Mailing Information | Payment

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THIS IS **EXHIBIT "S"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Summary of Active Bonded Projects (as of July 25, 2025)

No.	Project No.	Project Name	Surety
1.	212332	Port Lands RFP 33.2	Aviva
2.	214881	SDMA and Don Roadway Works	Aviva
3.	214419	Portlands RFP 34.1	Aviva
4.	213601	Port Lands RFP 48.5	Aviva
5.	215594	Giant Mine Townsite Deconstruction	Aviva
6.	210981	Gunnar Mine Other Site Aspects	Aviva
7.	215013	Remediation Portion of Snap Lake	Aviva
8.	216156	Port Lands RFP 63.4	Intact
9.	218745	CLC Griesbach Demolition	Intact
10.	219227	Decommissioning of Target Stop Berm and Pistol Berm	Intact
11.	218413	Full Building Demolition - 100 College St.	Intact
12.	217776	GM Interior tearout	Intact
13.	218923	Hager Creek Erosion Control Works within Tyandaga Golf Course	Intact
14.	217702	Innis College Excavation and Earthworks	Intact
15.	219219	Maintenance Dredging, East Chezzetcook	Intact
16.	218242	Metrolinx - Demolition & Heritage Preservation	Intact
17.	219085	Queensborough Shoreline Protection Rehabilitation	Intact
18.	219241	Rehabilitation & Retrofitting of Stormwater Management Ajax Ponds 7 & 19	Intact
19.	218477	Tuck Creek ES3 at Downstream of Mainway	Intact
20.	219230	Westhillhurst Civic Facility Demo	Intact
21.	218581	Woodworth College	Intact

THIS IS **EXHIBIT "T"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

AVIVA INSURANCE COMPANY OF CANADA

MASTER SURETY AGREEMENT, Number: _____, executed and delivered under the laws of the Province of **ONTARIO** as of the **16th** day of **MARCH, 2016.**

BY:

QM GP INC.
162 Crescent Road, Toronto, Ontario M4W 1V2

QUANTUM HOLDINGS LP
162 Crescent Road, Toronto, Ontario M4W 1V2

QM LP
162 Crescent Road, Toronto, Ontario M4W 1V2

QMF LP
162 Crescent Road, Toronto, Ontario M4W 1V2

TWT LP
162 Crescent Road, Toronto, Ontario M4W 1V2

TS LP
162 Crescent Road, Toronto, Ontario M4W 1V2

(each an "Undersigned")

IN FAVOUR OF

AVIVA INSURANCE COMPANY OF CANADA
(the aforesaid, as issuer of Bonds, being hereinafter referred to as "the Surety").

WHEREAS

(A) one or more of the Undersigned, in his, its or their own name(s) or as joint venturer(s) with others, may desire, or be required, to procure the execution and delivery by the Surety of Bonds as hereinafter defined or one or more of the Undersigned may request the Surety to refrain from cancelling such Bonds as the Surety may already have executed or procured the execution of;

(B) each of the Undersigned understands that the Surety expressly requires the delivery of this Agreement as part of the consideration for the execution by the Surety of such Bonds which may already have been furnished by the Surety in reliance upon a representation that this Agreement would be executed, or which may hereafter be furnished, or for the refraining from cancelling said Bonds; and

(C) each of the Indemnitors hereby represents to the Surety that such Indemnitor has a substantial, material and beneficial interest in the obtaining of Bonds (whether or not such Undersigned is a principal named in any such Bond) or in the Surety's refraining from cancelling such Bonds.

NOW THEREFORE, in consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to each of the Undersigned (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling the same, the Undersigned jointly, severally and for each other do hereby covenant and agree with the Surety as follows:

1. DEFINITIONS

In the present Agreement:

(a) "Bond" means a contract of suretyship, guarantee or indemnity, an agreement or consent to provide such a contract and the continuation, extension, alteration, amendment, increase, decrease, renewal or substitution of such a contract, agreement or consent, in respect of any of the Undersigned;

(b) "Bonded Contract" means a contract in respect of which any Bond(s) is or may at any time hereafter be issued;

(c) "contract" includes all documents comprising the contract documents including but not limited to general and special conditions, specifications and drawings, and every change, addition, substitution, successor or new contract;

(d) "Contract Equipment and Material" includes all Equipment and Material which are now or may hereafter be in, about or upon the site of work contemplated by any Bonded Contract, including supplies and materials now or hereafter purchased for or chargeable to any such contract which may be in progress of construction, or in storage elsewhere, or in transportation to any such site;

(e) "Equipment and Material" includes machinery, equipment, plant, tools, supplies and materials;

(f) "Event of Default" is defined in clause 14(d);

(g) "execute" and "execution" include procure and procurement for execution;

(h) "hereof", "herein", "hereto" and similar expressions mean and refer to this Agreement and not to any particular section, subsection, clause or subclause;

(i) "person" means and includes individuals, partnerships, joint ventures, trusts, corporations and associations;

(j) "Principal" means, in relation to any Bond or Bonded Contract, each and all of the Undersigned named therein or a party thereto;

(k) the singular form includes the plural and the plural includes the singular, and the word "Undersigned" or any pronoun referring thereto, whether singular or plural, is to be construed as referring to the undersigned person(s), though they be or include one or more individuals, partnerships, associations or corporations;

(l) the neuter pronoun shall be read as masculine or feminine, as circumstances require; and

(m) the division of this Agreement into sections, subsections, clauses and subclauses, and the insertion of headings, are for convenience of reference only and shall not affect the interpretation or construction hereof.

2. INDEMNITY

Each of the Undersigned shall indemnify and keep indemnified the Surety, against any and all losses, charges, expenses, costs, claims, demands and liabilities (hereinafter called "Indemnity Losses") of whatsoever kind or nature (including, but not limited to, the fees and disbursements of adjusters, consultants and counsel and the establishment or increase of a reserve to cover any possible Indemnity Loss) which the Surety may sustain or incur:

(a) by reason of having issued any Bond(s);

(b) by reason of the failure of the Undersigned to perform or comply with the covenants and conditions hereof; or

(c) in enforcing any of the covenants and conditions hereof.

3. PERFORMANCE AND FEES

(a) The Undersigned covenant to perform all the conditions of each Bond and Bonded Contract, and any and all alterations, modifications, renewals, continuations and extensions thereof.

(b) Without limiting the generality of the foregoing, the Undersigned shall pay to the Surety:

(i) the fee for each and every Bond, in advance as and when such Bond is executed; and
(ii) the annual fee therefor in advance in each and every year (except when the initial fee is scheduled as a term fee), until the Surety is given written evidence which is in form and substance satisfactory to it, confirming its final discharge from all liability under the Bonds, their renewals or any extension(s) thereof.

4. APPLICATION OF THIS AGREEMENT

(a) This Agreement shall apply to:

(i) all Bonds executed by or on behalf of the Surety on behalf of a Principal in its own name or as joint venturer with others, from time to time, whether prior to or subsequent to the execution and delivery hereof, and over an indefinite period of years, until this Agreement shall be terminated in accordance with the terms hereof, and the Indemnitors agree that notice of the execution of such Bonds need not be communicated to them.
(ii) all bonds attached as Schedule "A" to this agreement.
(iii) all bonds requested by the Undersigned to be issued in the name of Quantum Murray LP (herein considered an "Undersigned") subsequent to March 16, 2016, which the Undersigned cannot be identified as a Principal for contractual purposes.

(b) This Agreement shall bind:

(i) any present or future affiliate, subsidiary or partner of any of the Undersigned; and
(ii) any participant in any joint venture or other form of common enterprise of which the Principal was a member at the time a Bond was furnished.

5. AUTHORITY TO EXECUTE BONDS

Requests to the Surety to execute any Bond(s) may be made by any of the Undersigned or (where an Undersigned is not an individual) any officer, employee or partner of any of the Undersigned, or by any agent or broker reasonably believed by the Surety to be representing any of the Undersigned. Such requests, whether made in writing (mailed, delivered or telecopied), by telegraph, by personal interview or by telephone, shall be regarded as sufficient and ample authority for the Surety to execute any such Bond(s).

6. ABSOLUTE RIGHT TO DECLINE TO ISSUE BONDS

(a) The Surety, at its option and in its sole discretion, may decline to execute, or provide any Bond(s) applied for without incurring any liability whatever to the Undersigned or any of them or affecting the liability of the Undersigned or any of them hereunder to the Surety.

(b) Each of the Undersigned acknowledges that:

(i) the Surety is under no obligation to issue any Bond(s);
(ii) such Undersigned is not relying and will not rely on any agreement, assurance, understanding, warranty, representation, condition precedent, collateral agreement or other commitment of any kind whatsoever purporting to be made or entered into by or on behalf of the Surety obliging the Surety to issue any Bond(s); and
(iii) issuance of any Bond(s) shall not estop the Surety from declining to issue any other Bond(s) or constitute a waiver of the Surety's absolute right to decline to issue any Bond(s).

7. PARTIAL INVALIDITY OF EXECUTION

(a) If any of the persons named herein as an Undersigned fails to execute this Agreement or if the execution hereof by any of the Undersigned shall be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner diminish or otherwise affect the obligation or liability hereunder of any other of the Undersigned.

(b) Failure of the Principal to sign any Bond shall not relieve the Undersigned of liability under this Agreement.

8. PROTECTION OF OTHER SURETIES

If the Surety issues any Bond with a co-surety, reinsures any portion of a Bond with any other company, or procures the issuance of any Bond by any other company (whether or not the Surety issues, or retains any portion of, such Bond), the Undersigned agree with any and all such co-sureties, reinsurers or issuing companies (hereinafter collectively referred to as the "Beneficiaries") that the benefits hereof shall extend to and protect each of the Beneficiaries. The Surety hereby declares that it is the trustee of all of the rights of the Beneficiaries under the foregoing covenant.

9. RESERVE - DEPOSIT

(a) If for any reason the Surety deems it necessary to set up or to increase a reserve (the amount of which shall be in the sole discretion of the Surety, as from time to time revised) to cover any possible Indemnity Loss (including, for greater certainty, the costs of investigating and defending any claim or demand and interest on the amount thereof at the rate or rates claimed on or applicable to such claim or demand, to the probable date of its resolution), the Undersigned shall deposit with the Surety immediately upon demand (and make such further deposits as may be required of) cash or collateral satisfactory to the Surety in an amount equal to such reserve or such increase.

(b) The Surety may hold such deposit in such form as the Surety may in its absolute discretion decide, and shall have no obligation to invest, or provide any income or return on, any such deposit.

(c) The Surety may use all or any part of such deposit, and of any income earned thereon, in payment or compromise of any Indemnity Loss.

(d) The Undersigned shall be entitled to the return of any unused portion of the deposit, and the income (if any) earned on the balance of the deposit outstanding from time to time (to the extent such income has not been used in payment or compromise of an Indemnity Loss), upon termination of the liability of the Surety on the Bonds and the performance by the Undersigned of all obligations to the Surety under the terms hereof. The Surety's calculation of the income, if any, attributable to any such deposit shall be final and binding on the Undersigned.

10. SETTLEMENT OF CLAIMS

(a) The Surety shall have the sole right to pay, settle or compromise, without any prior obligation to notify the Undersigned, any charge, expense, cost, claim, demand, suit, judgment or liability under any Bond(s), and any such payment, settlement or compromise shall be binding upon the Undersigned and included as an Indemnity Loss, provided the same was made by the Surety in the reasonable belief that it was or might be liable for the amount paid, or that such payment, settlement or compromise was necessary or advisable to protect any of the Surety's rights or to avoid or lessen the Surety's liability or alleged liability.

(b) In the event of any such payment, settlement or compromise by the Surety, an itemized statement thereof sworn by to any officer of the Surety, or the voucher or vouchers or other evidence of such payment, settlement or compromise, shall be prima facie evidence of the fact and amount of the liability of the Undersigned under this Agreement in respect of such payment, settlement or compromise.

11. ACKNOWLEDGEMENT OF CONTINUING LIABILITY

(a) Each of the Undersigned acknowledges that this Agreement shall remain in full force and effect, even if such Undersigned never had or no longer has any interest in the Principal, as long as this Agreement has not been terminated by such Undersigned in accordance herewith; without limiting the generality of the foregoing, the rights of the Surety under this Agreement and any other agreement with any of the Undersigned shall be cumulative, and this Agreement shall not be construed as having merged with or been cancelled, limited or superseded by any other agreement, whether or not in the same form as this Agreement, unless such other agreement is in writing, expressly states that this Agreement is terminated thereby, and is signed by an officer of the Surety.

(b) The Undersigned shall continue to remain bound under this Agreement, notwithstanding the occurrence at any time or from time to time, with or without notice to or knowledge of the Undersigned, and whether by prior agreement or otherwise, of any or all of the following events, which are in addition to any other rights of the Surety, and which shall not in any way release, limit or abridge any right or remedy which the Surety may have under this Agreement, and this Agreement shall remain in full force and effect after such event:

(i) the acceptance by the Surety of payment for any Bond(s);
(ii) the acceptance or release by the Surety of other agreements of indemnity, collateral security or guarantees, from any or all of the Undersigned or from others;
(iii) the Surety's assent to any act of the Principal;
(iv) a suit or a settlement deriving from this Agreement;
(v) any waiver, extension, or indulgence granted by the Surety to any of the Undersigned or to others;
(vi) any failure or refusal by the Surety to pursue any remedy or take proceedings against any person or property;

12. INFORMATION TO BE PROVIDED TO SURETY

(a) Each of the Undersigned shall:

(i) forward immediately to the Surety every letter, document, advice, statement of claim or writ received by him from or on behalf of any person who asserts or threatens; and
(ii) whenever requested by the Surety, aid in securing information and evidence and the attendance of any witness for, and co-operate fully with the Surety in the defence of;

any claim or demand arising out of or in connection with any Bond(s).

(b) The Undersigned shall furnish to the Surety fully, accurately and promptly all such information as it may request from time to time concerning:

(i) the financial condition of the Undersigned;
(ii) the status of any Bonded Contract(s) or other obligations of the Undersigned and the condition of the performance thereof; and
(iii) the payment of obligations incurred in connection with any Bonded Contract(s) or other obligations; and
(iv) all such other information as the Surety may from time to time reasonably request.

(c) The Surety and any representative, agent or advisor authorized in writing by the Surety may at reasonable times and places and from time to time, examine and copy the books, records and accounts of the Undersigned.

(d) Any of the Undersigned who are individuals shall notify the Surety of any change in their respective marital circumstances which might affect their ownership of any assets or confer on their respective spouses any right, actual or potential, to claim an interest in any of their respective assets.

(e) Each of the Undersigned shall notify the Surety immediately of any change in his or its name.

(f) If any of the Undersigned merges, amalgamates, consolidates, reorganizes, forms a partnership or joins with, or sells, transfers or leases all or substantially all of its undertaking, property and assets to, any other person, firm, corporation, trust, partnership or venture (hereinafter called a "Successor") and, where an Undersigned is a partnership, if there is any change in the constitution of the partnership, including (but not limited to) the death, retirement, or addition of a member or members, or subsequent incorporation (the partnership so reconstituted or incorporated being included in the term "Successor"), then:

(i) such Undersigned shall immediately notify each of the other Undersigned and the Surety; and
(ii) whether or not such notice is given, this Agreement shall extend and apply to any Bonds theretofore issued (to the extent that such Bonds relate to the Successor) and any Bonds thereafter issued in respect of the Successor as Principal.

13. CONSENT TO CHANGES

The Surety is authorized, without notice to or knowledge of the Undersigned, notice being hereby expressly waived:

(a) to correct any mistakes herein or in any Bond(s);

(b) to assent or refuse to assent to any change whatsoever in any Bond(s) and any Bonded Contract(s), including but not limited to any change in the time for the completion of any Bonded Contract(s) and for payments or advances thereunder;

(c) to assent to or to take any assignment or assignments, to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, change or alterations of any Bond(s) and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties;

and the Undersigned shall remain bound under the terms hereof even though any such correction, assent or refusal by the Surety does or may substantially increase the liability of the Undersigned.

14. BONDED CONTRACTS

(a) The Undersigned shall maintain available all Equipment and Material necessary for the performance of all Bonded Contract(s).

(b) Each of the Undersigned hereby assigns and transfers to the Surety, as collateral, to secure the obligations herein of the Undersigned and all other indebtedness or liabilities of the Undersigned to the Surety, whether heretofore or hereafter incurred, all the right, title and interest of the Undersigned in and to:

(i) every
  (A) Bonded Contract, whether or not any Event of Default has occurred with regard to any of the Undersigned in respect of any Bonded Contract, including all retained percentages, holdbacks, progress payments, deferred payments, earned moneys, compensation for extra work, proceeds of damage claims, and all other funds and properties whatever (whether or not similar to the foregoing) that may be due or become due under any Bonded Contract(s) or that may be due, become due, awarded or allowed in connection with or under circumstances growing out of any Bonded Contract(s) or work done thereunder;
  (B) subcontract let or that may be let in connection therewith;
  (C) claim which the Undersigned may have or acquire against any person furnishing or agreeing to furnish labour or any Equipment and Material in connection with any Bonded Contract or any such subcontract; and
  (D) bond securing any such subcontract or claim; and

(ii) all Contract Equipment and Material.

(c) Such assignment shall be effective as of the date of execution and delivery of:

(i) this Agreement, as to each Bonded Contract covered by any Bond(s) heretofore issued (but nothing herein shall limit the Surety's right to claim under any prior assignment); and
(ii) each Bond hereafter issued, as to each Bonded Contract covered by such Bond;

(d) The Surety shall take proceedings to enforce such assignment only in the event (an "Event of Default") of:

(i) any breach or alleged breach of any of the covenants and agreements herein contained, or of any Bonded Contract or Bond, or of any other Bond(s) heretofore or hereafter executed by the Surety on behalf of any of the Undersigned;
(ii) any assignment by any of the Undersigned for the benefit of creditors, or the appointment, or any application for the appointment, of a receiver or trustee for any of the Undersigned, whether insolvent or not;
(iii) any proceeding or the exercise of any right which deprives any of the Undersigned of the use of any of the Contract Equipment and Material; or
(iv) any other occurrence, condition or circumstance (whether or not similar to any of the foregoing) which in the sole opinion of the Surety may expose the Surety to loss, cost or expense.

(e) Each of the Undersigned hereby authorizes the Surety, if an Event of Default has occurred and is continuing, to collect any cheque, draft, warrant or other instrument made or issued in payment of any monies due on any Bonded Contract(s), to endorse in the name of the Undersigned as payee and to cash any such instruments and to retain or disburse the proceeds thereof.

15. TRUST FUNDS

(a) The Principal agrees and hereby expressly declares that all funds due or to become due under any Bonded Contract, are, whether in the possession of the Principal or another, trust funds for the benefit of and payment to all persons to whom the Principal incurs, in the performance of such Bonded Contract, obligations for which the Surety would be liable under such Bond. If the Surety assumes or discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

(b) The Principal shall, upon demand and in implementation of any trust hereby created, open an account or accounts with a bank or similar depository designated by the Principal and approved by the Surety, which account or accounts shall be designated as a trust account or accounts for the deposit of such trust funds, and shall deposit therein all monies received pursuant to said Bonded Contract or contracts. Withdrawals from such accounts shall be by cheque or similar instrument signed by the Principal and countersigned by a representative of the Surety.

(c) Said trust or trusts shall terminate on the payment by the Principal of all the contractual obligations for the payment of which the trust or trusts are hereby created or upon the expiration of twenty years from the date hereof, whichever shall first occur.

16. POWER OF ATTORNEY

Each of the Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety, or any person or persons designated by the Surety, as its attorney to exercise all of its rights assigned, transferred or set over to the Surety by this Agreement, and in its name to execute and deliver (and without limiting the generality of the foregoing, to complete any blanks and insert dates in) any and all additional or other assignments, instruments or documents deemed necessary or desirable by the Surety:

(a) to vest in the Surety or its designees absolute title to any and all monies, property and rights hereby assigned; and

(b) to provide the protections and rights to the Surety contemplated by all the provisions hereof.

Each of the Undersigned hereby expressly declares that such power of attorney may be exercised during any subsequent legal incapacity on the part of such Undersigned.

17. DISCLOSURE AND REGISTRATION

The Undersigned consent to:

(a) the service hereof at any time upon any person, firm or corporation (but nothing herein shall be construed as permitting the Surety to take enforcement proceedings contrary to subparagraph 14.(d) above); and

(b) the registration hereof (or of a notice or other instrument in respect hereof) under any scheme or system of registration for any purpose.

18. ACTIONS TO ENFORCE THIS AGREEMENT

(a) In the event of any claim or demand being made by the Surety against the Undersigned, by reason of execution of any Bond(s), whether or not proceedings have been commenced against one or more of the Undersigned, the Surety is hereby expressly authorized to:

  (i) bring separate suits on this Agreement as causes of action accrue against any or all of the Undersigned, and the bringing of a suit or the recovery of judgment upon any cause of action shall not prejudice nor bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; and
  (ii) settle or compromise any claim based upon this Agreement with any one or more of the Undersigned individually without reference to the others, and such settlement or compromise shall not affect the liability of any of the rest of the Undersigned, and each of the Undersigned hereby expressly waives the right to be discharged and released by reason of the release of one or more of the other Undersigned, and consents to any settlement or composition that may hereafter be made.

(b) Any settlement or agreement concluded with an Undersigned following a claim against him by the Surety under this Agreement shall not create a new agreement nor extinguish the Undersigned's obligations under this Agreement, and this Agreement shall remain in full force and effect in case of default on the part of an Undersigned to fulfil the terms of such settlement or agreement with the Surety.

19. COSTS AND INTEREST

(a) In the event the Surety commences proceedings to enforce the terms hereof, the Surety shall be entitled to recover (but without duplication) its solicitor and own client costs, party and party costs, judicial and extra-judicial costs and the fees and disbursements of its solicitors and counsel in connection with such proceedings.

(b) Any and all amounts which the Surety is entitled to be paid under this Agreement shall bear interest at the highest annual rate quoted by chartered banks to the most credit-worthy borrowers for prime business loans (as determined and published by the Bank of Canada) on the final Wednesday of the month preceding the month in which a demand for payment therefor is made, plus 2 percentage points (200 basis points), calculated from the date such demand is made (or deemed to have been made) to the date of payment; the Surety's claim for such interest shall not merge in any judgment against any of the Undersigned, and any such judgment shall bear interest at such rate until payment.

20. WAIVER OF NOTICE AND OTHER RIGHTS

(a) Each of the Undersigned hereby waives notice of the execution of any Bond and of any act, fact or information concerning or affecting the rights or liabilities of the Surety or the rights or liabilities of the Undersigned.

(b) The Undersigned waive the benefit of division between themselves and of discussion of the Principal.

21. SUBORDINATION OF INDEMNITORS

None of the Undersigned shall enforce any rights of contribution or indemnity against any Principal or its property and undertaking until such Principal's obligations to the Surety under this Agreement have been satisfied in full.

22. DISCHARGE FROM SURETYSHIP

(a) The Undersigned shall, at any time upon the request of the Surety, extend their best efforts to procure the discharge of the Surety from any Bond and from all liability by reason thereof.

(b) The Surety may, at any time, take such action as it deems necessary or proper to obtain its release from any and all liability under any Bond.

23. TERMINATION

(a) An Undersigned may give thirty (30) days' prior written notice of termination to the Surety by registered mail to the Surety at its head office, specifying the effective date of such termination. No such notice of termination shall be deemed to have been received by the Surety, and such thirty (30) day period shall not commence, unless and until such notice is actually delivered to the Surety. Any such notice shall not operate to modify, bar, limit or discharge the liability of the Undersigned(s) so terminating or the remaining Undersigneds (if any), upon or by reason of any and all such Bonds executed:

(i) before the effective date of termination; or
(ii) executed after the effective date of termination:
(A) upon the award of a contract on a bid, proposal or tender with respect to which the Surety has executed a bid, proposal or tendering Bond or similar undertaking prior to such date; or
(B) which the Surety has become obligated, prior to such date, to execute.

(b) Such a notice of termination shall operate only with respect to the Undersigned(s) giving it. This Agreement shall remain in full force and effect, with respect to the other Undersigned(s), without obligation for the Surety to notify such other(s) of the termination by one or more of the Undersigned.

(c) It shall be the responsibility of the terminating party to ascertain the correct address for the time being of the head office of the Surety. Such address is always a matter of public record. The head office of the Surety is now at 2206 Eglinton Avenue East, Scarborough, Ontario M1L 4S8.

24. DEMANDS BY SURETY

Any demand by the Surety on any of the Undersigned may be hand delivered, telecopied, telexed or sent by registered mail to such party at the address shown above, or to such other address as such party may have notified to the Surety in writing, and shall be conclusively deemed to have been received:

(a) if hand delivered, telecopied or telexed:

(i) on the date of delivery or transmission, if prior to 4:00 p.m. (local time) on a day (other than a Saturday) on which chartered banks in the municipality named in such address are open for business during normal business hours (a "Business Day"); or
(ii) otherwise, on the next following Business Day; or

(b) if mailed, on the second Business Day after mailing.

25. GOVERNING LAW AND JURISDICTION

This Agreement is made under, and shall be interpreted in accordance with, the laws of the province named on the first page hereof and the laws of Canada applicable in such province; each of the Undersigned hereby expressly submits to the non-exclusive jurisdiction of the Courts of such province.

26. SEVERABILITY

If any provision or provisions hereof are held to be void or unenforceable under the laws governing its construction or enforcement, this Agreement shall not be void or unenforceable thereby but shall continue in effect and be enforced as though such provision or provisions were omitted.

27. ENUREMENT

This Agreement is binding jointly and severally upon the Undersigned, their heirs, executors, personal representatives, successors and assigns. This Agreement shall enure to and benefit any successor to the Surety.

28. RIGHTS AND REMEDIES OF SURETY

The rights, powers and remedies afforded to the Surety by the terms hereof may not be waived or modified orally and no written change or modification shall be effective until signed by an authorized officer of the Surety. No agent or broker is authorized to sign any such change or modification on behalf of the Surety. All rights and remedies of the Surety under this Agreement shall be cumulative, and the exercise of or failure to exercise any right or remedy at any time shall not be an election of remedy or a waiver of any other right or remedy. The Surety is not required to exhaust its remedies or rights against the Principal or to await receipt of any dividends from the legal representatives of the Principal before asserting its rights under this Agreement against the Undersigneds. The rights, powers and remedies conferred upon the Surety by this Agreement are in addition to any other rights the Surety may have or acquire against the Undersigned or others, whether arising by the terms of any other agreement, by operation of law or otherwise.

29. CHOICE OF LANGUAGE

The parties hereto have requested that the present Agreement be drafted in the English language. Les parties aux présentes ont réquis que la présente entente soit redigée dans la langue anglaise.

30. ENTIRE AGREEMENT

THE UNDERSIGNED REPRESENT TO THE SURETY THAT THEY HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

31. CONSENT TO SURETY'S OBTAINING CREDIT INFORMATION

The Undersigned authorize the Surety to obtain any credit or other information concerning the affairs and operations of each of the Undersigned and any transaction between or among any of the Undersigned from any banks, depositories, obligees of the Bonds, materialmen, supply houses, credit reporting agencies or other persons, all of whom are hereby expressly instructed by each of the Undersigned to furnish such information to the Surety.

IN WITNESS WHEREOF the Undersigned have executed and delivered these presents as their respective deeds, each who is an individual having hereunto set his or her hand (and having, by so signing, adopted the word ("seal") hereon as his or her personal seal), and each which is a partnership, joint venture, trust, corporation or unincorporated association having caused this Agreement to be duly executed by its duly authorized representative or representatives, as of the date shown on the first page hereof, which date each of the Undersigned hereby affirms as the effective date of this Agreement, regardless of the date on which such Undersigned in fact executed this Agreement.

SIGNED, SEALED AND DELIVERED:

WITNESSES	**CORPORATE INDEMNITORS**
	QM GP INC. Name of Corporation
_____ Name of Witness	Wes Junior Hall, President Typewritten name of authorized officer and title
_____ Signature of Witness	_____ Signature of authorized office
_____ Address	162 Crescent Road, Toronto, Ontario M4W 1V2 Address
	Seal
	QUANTUM HOLDINGS LP **By: QM GP INC., its general partner** Name of Corporation
_____ Name of Witness	Wes Junior Hall, President Typewritten name of authorized officer and title
_____ Signature of Witness	_____ Signature of authorized office
_____ Address	162 Crescent Road, Toronto, Ontario M4W 1V2 Address
	Seal

QM LP
By: QM GP INC., its general partner
Name of Corporation

Name of Witness

Wes Junior Hall, President
Typewritten name of authorized officer and title

Signature of Witness

Signature of authorized office

Address

162 Crescent Road, Toronto, Ontario M4W 1V2
Address

Seal

QMF LP
By: QM GP INC., its general partner
Name of Corporation

Name of Witness

Wes Junior Hall, President
Typewritten name of authorized officer and title

Signature of Witness

Signature of authorized office

Address

162 Crescent Road, Toronto, Ontario M4W 1V2
Address

Seal

TWT LP
By: QM GP INC., its general partner
Name of Corporation

Name of Witness

Wes Junior Hall, President
Typewritten name of authorized officer and title

Signature of Witness

Signature of authorized office

Address

162 Crescent Road, Toronto, Ontario M4W 1V2
Address

Seal

TS LP
By: QM GP INC., its general partner
Name of Corporation

Name of Witness

Wes Junior Hall, President
Typewritten name of authorized officer and title

Signature of Witness

Signature of authorized office

Address

162 Crescent Road, Toronto, Ontario M4W 1V2
Address

Seal

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **President** of this Corporation has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

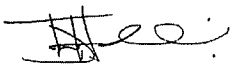
WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Corporation has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall** signing said Indemnity and Security Agreement on behalf of this Corporation are hereby unanimously approved and ratified as being the acts of said Corporation.

IT IS FURTHER RESOLVED that said warranties to the effect that this Corporation has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Corporation.

I hereby certify that I am the **President** of **QM GP Inc.**, that the above resolution is a true copy of the resolution unanimously adopted by the Board of Directors at a meeting held on at the head office of said Corporation and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature and the corporate seal of the Corporation, this **16th** day of **March, 2016**.



Signature

SEAL

Wes Junior Hall, President
Name & Title

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **General Partner** of this Limited Partnership has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Limited Partnership has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

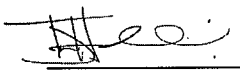
IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall, President** of **QM GP Inc.** signing said Indemnity and Security Agreement on behalf of this Limited Partnership are hereby unanimously approved and ratified as being the acts of said Limited Partnership.

IT IS FURTHER RESOLVED that said warranties to the effect that this Limited Partnership has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Limited Partnership.

I hereby certify that I am the **President of QM GP Inc.**, general partner of **Quantum Holdings LP,** that the above resolution is a true copy of the resolution unanimously adopted by the Partners at a meeting held on at the head office of said Limited Partnership and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature of the Limited Partnership, this **16th** day of **March, 2016**.

QUANTUM HOLDINGS LP,
By: QM GP INC., its general partner



Signature

SEAL

Wes Junior Hall, President
Name & Title

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **General Partner** of this Limited Partnership has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Limited Partnership has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall, President** of **QM GP Inc.** signing said Indemnity and Security Agreement on behalf of this Limited Partnership are hereby unanimously approved and ratified as being the acts of said Limited Partnership.

IT IS FURTHER RESOLVED that said warranties to the effect that this Limited Partnership has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Limited Partnership.

I hereby certify that I am the **President of QM GP Inc.**, general partner of **QM LP,** that the above resolution is a true copy of the resolution unanimously adopted by the Partners at a meeting held on at the head office of said Limited Partnership and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature of the Limited Partnership, this **16th** day of **March, 2016**.

QM LP,
By: QM GP INC., its general partner

Signature

SEAL

Wes Junior Hall, President
Name & Title

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **General Partner** of this Limited Partnership has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Limited Partnership has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall, President** of **QM GP Inc.** signing said Indemnity and Security Agreement on behalf of this Limited Partnership are hereby unanimously approved and ratified as being the acts of said Limited Partnership.

IT IS FURTHER RESOLVED that said warranties to the effect that this Limited Partnership has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Limited Partnership.

I hereby certify that I am the **President of QM GP Inc.**, general partner of **QMF LP,** that the above resolution is a true copy of the resolution unanimously adopted by the Partners at a meeting held on at the head office of said Limited Partnership and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature of the Limited Partnership, this **16th** day of **March, 2016**.

QMF LP,
By: QM GP INC., its general partner

Signature

SEAL

Wes Junior Hall, President
Name & Title

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **General Partner** of this Limited Partnership has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Limited Partnership has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

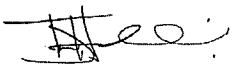
IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall, President** of **QM GP Inc.** signing said Indemnity and Security Agreement on behalf of this Limited Partnership are hereby unanimously approved and ratified as being the acts of said Limited Partnership.

IT IS FURTHER RESOLVED that said warranties to the effect that this Limited Partnership has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Limited Partnership.

I hereby certify that I am the **President of QM GP Inc.**, general partner of **TWT LP,** that the above resolution is a true copy of the resolution unanimously adopted by the Partners at a meeting held on at the head office of said Limited Partnership and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature of the Limited Partnership, this **16th** day of **March, 2016**.

TWT LP,
By: QM GP INC., its general partner



Signature

SEAL

Wes Junior Hall, President
Name & Title

AVIVA INSURANCE COMPANY OF CANADA
Resolution and Certification Pertaining to an
Indemnity and Security Agreement

WHEREAS the **General Partner** of this Limited Partnership has executed or shall execute and Indemnity and Security Agreement for bonds, a copy of which is attached hereto forming an integral part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as the "Surety") to indemnify said Surety and, as the case may be, to create securities in its favour, in relation to the bonds described in said Indemnity and Security Agreement (hereinafter referred to as the "Bonds"); and

WHEREAS said Indemnity and Security Agreement was accepted or shall be accepted by said Surety upon warranty of said officers to the effect that this Limited Partnership has such an interest in the required Bonds, that it has the capacity to bind itself by said Indemnity and Security Agreement to protect Aviva Insurance Company of Canada.

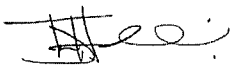
IT IS NOW THEREFORE RESOLVED that the acts of **Wes Junior Hall, President** of **QM GP Inc.** signing said Indemnity and Security Agreement on behalf of this Limited Partnership are hereby unanimously approved and ratified as being the acts of said Limited Partnership.

IT IS FURTHER RESOLVED that said warranties to the effect that this Limited Partnership has such an interest in the Bonds authorizing it to bind itself by said Indemnity and Security Agreement to protect said Surety are hereby accepted and ratified as being the warranties of this Limited Partnership.

I hereby certify that I am the **President of QM GP Inc.**, general partner of **TS LP,** that the above resolution is a true copy of the resolution unanimously adopted by the Partners at a meeting held on at the head office of said Limited Partnership and at which a quorum was present.

IN WITNESS THEREOF, I have affixed my signature of the Limited Partnership, this **16th** day of **March, 2016**.

TS LP,
By: QM GP INC., its general partner



Signature

SEAL

Wes Junior Hall, President
Name & Title

Schedule A

5718916	2623615
5718816	2623115
5718716	2622815
5718616	2620915
5718516	2618515
5720516	2615915
5720416	2611515
5720216	2611415
2626815	3990614
2626315	3990314
2625615	3980314
2625415	3980214
2624515	3980414

THIS IS **EXHIBIT "U"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

AVIVA

ADHESION OF ADDITIONAL PARTY TO
MASTER SURETY AGREEMENT

BY:

Alberta Chain & Rigging Inc.
(Full Legal Name)

400 3RD AVENUE SW, SUITE 3700 CALGARY, ALBERTA T2P 4H2
(Complete Address and Fax Number)

In consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to the undersigned (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling the same, the undersigned hereby agrees to be bound by Master Surety Agreement Number: N/A, dated the 16th day of March, 2016, and to observe and comply therewith, as from the effective date, as fully and effectively as if the undersigned were an original signatory thereto.

DATED as of the _____ day of _____, _____.

(1) **Alberta Chain & Rigging Inc.**
Name of Undersigned

_____ By:_____{Seal}
(Witness) Please sign, and print name, address and phone number below **Wes Hall, President and Sole Officer**:

Special Instructions:

If there is more than one party to be added, use a separate copy of this form for each party.

If the additional party is a corporation, execute in full corporate name by proper officers, affix corporate seal and attach a Directors' Resolution and Certification (Form G2773).

The name of the signatory should be typed in full immediately below the line on which the signature is affixed. Also indicate title if signing on behalf of a Corporation.

In Alberta, The Guarantees Acknowledgement Act requires that all signatures other than corporate signatures be accompanied by a statutory certificate from a Notary Public in that Province.

GA2772-A

MASTER SURETY AGREEMENT
RESOLUTION AND CERTIFICATION

WHEREAS, the **President** and **Sole Officer** of this Corporation have executed or will execute a certain Master Surety Agreement, copy of which is attached hereto and made a part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as "the Surety"), protecting the said Surety in connection with their assuming suretyship as more fully described therein, said Master Surety Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Master Surety Agreement has been or will be accepted by the said Surety upon the warranty of the said officers that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officers of this Corporation be, and are hereby, authorized to execute and deliver on behalf of this Corporation the said Master Surety Agreement, and that the acts of said officers of this Corporation who may have already executed and delivered said Master Surety Agreement are hereby ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am **President** of **Alberta Chain & Rigging Inc.**, that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, _____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF I have hereunto set my hand and the corporation seal of the Corporation this_____ day of _____, _____.

{AFFIX CORPORATE SEAL}

Alberta Chain & Rigging Inc.

_____

Wes Hall, President and Sole Officer

THIS IS **EXHIBIT "V"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

AVIVA

AMENDED AND RESTATED
ADHESION OF ADDITIONAL PARTY TO
MASTER SURETY AGREEMENT

For greater certainty, the Surety and the undersigned acknowledge this agreement, once executed, replaces the Adhesion of Additional Party to Master Surety Agreement dated 18th day of May, 2017 between the Surety and KSS Holdco Inc.

BY:

KSS Holdco Inc. (Limited to $8,000,000)
(Full Legal Name)

130 King Street West, Suite 2950, Toronto, ON M5X 1E2 Fax: 416-867-2271
(Complete Address and Fax Number)

In consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to the undersigned (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling the same, the undersigned hereby agrees to be bound by the Master Surety Agreement dated the 16th day of March, 2016, and to observe and comply therewith, as from the effective date, as fully and effectively as if the undersigned were an original signatory thereto.

DATED as of the 11 day of July, 2019.

(1) **KSS Holdco Inc.**
Name of Undersigned

By: _____ {Seal}
Wes Hall, President and Sole Officer

(Witness) Please sign, and print name, address and phone number below:
Simon Utkala, 130 King St W, Suite 2950, Toronto, ON, M5X 1E2

Special Instructions:

If there is more than one party to be added, use a separate copy of this form for each party.

If the additional party is a corporation, execute in full corporate name by proper officers, affix corporate seal and attach a Directors' Resolution and Certification (Form G2773).

The name of the signatory should be typed in full immediately below the line on which the signature is affixed. Also indicate title if signing on behalf of a Corporation.

In Alberta, The Guarantees Acknowledgement Act requires that all signatures other than corporate signatures be accompanied by a statutory certificate from a Notary Public in that Province.

MASTER SURETY AGREEMENT
RESOLUTION AND CERTIFICATION

WHEREAS, the **President** and **Sole Officer** of this Corporation have executed or will execute a certain Master Surety Agreement, copy of which is attached hereto and made a part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as "the Surety"), protecting the said Surety in connection with their assuming suretyship as more fully described therein, said Master Surety Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Master Surety Agreement has been or will be accepted by the said Surety upon the warranty of the said officers that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officers of this Corporation be, and are hereby, authorized to execute and deliver on behalf of this Corporation the said Master Surety Agreement, and that the acts of said officers of this Corporation who may have already executed and delivered said Master Surety Agreement are hereby ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am **President** of **KSS Holdco Inc.**, that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 11 day of July, 2019, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF I have hereunto set my hand and the corporation seal of the Corporation this 11 day of July, 2019.

{AFFIX CORPORATE SEAL}

KSS Holdco Inc.

Wes Hall, President and Sole Officer

(GA2773 4/98)

THIS IS **EXHIBIT "W"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

AVIVA

ADHESION OF ADDITIONAL PARTY TO MASTER SURETY AGREEMENT

BY:

QM POINTS CONTRACTING LP
(Full Legal Name)

818 48th Street East, Saskatoon, SK S7K 3Y4, Email: Kyle.Remus@QMenv.com
(Complete Address and Fax Number)

In consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to the undersigned (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling the same, the undersigned hereby agrees to be bound by Master Surety Agreement dated the 16th day of March, 2016, and to observe and comply therewith, as from the effective date, as fully and effectively as if the undersigned were an original signatory thereto.

DATED as of the 12 day of July, 2019.

(1) **QM POINTS CONTRACTING LP,** by its general partner **QM POINTS CONTRACTING GP INC.**
Name of Undersigned {Seal}

L. Sidaway
(Witness) Please sign, and print name, address and phone number below:

By: S. Pinto.
Stephen Pinto, Corporate officer

L. SIDAWAY
(Witness) Please sign, and print name, address and phone number below:

By: .
John Searfe, Corporate Officer

Special Instructions: 110 - 2940 JUTLAND RD
VICTORIA, BC V8T 5K6

If there is more than one party to be added, use a separate copy of this form for each party.

If the additional party is a corporation, execute in full corporate name by proper officers, affix corporate seal and attach a Directors' Resolution and Certification (Form G2773).

The name of the signatory should be typed in full immediately below the line on which the signature is affixed. Also indicate title if signing on behalf of a Corporation.

In Alberta, The Guarantees Acknowledgement Act requires that all signatures other than corporate signatures be accompanied by a statutory certificate from a Notary Public in that Province.

GA2772-A

AVIVA

MASTER SURETY AGREEMENT
RESOLUTION AND CERTIFICATION

WHEREAS, the **Corporate Officer** and **Corporate Officer** of this Corporation have executed or will execute a certain Master Surety Agreement, copy of which is attached hereto and made a part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as "the Surety"), protecting the said Surety in connection with their assuming suretyship as more fully described therein, said Master Surety Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Master Surety Agreement has been or will be accepted by the said Surety upon the warranty of the said officers that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officers of this Corporation be, and are hereby, authorized to execute and deliver on behalf of this Corporation the said Master Surety Agreement, and that the acts of said officers of this Corporation who may have already executed and delivered said Master Surety Agreement are hereby ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

We hereby certify that we are **Corporate Officers** of **QM Points Contracting LP**, that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 12 day of July, 2019, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF we have hereunto set my hand and the corporation seal of the Corporation this 12 day of July, 2019.

{AFFIX CORPORATE SEAL}

QM POINTS CONTRACTING LP,
by its general partner, **QM POINTS CONTRACTING GP INC.**

Stephen Pinto, Corporate Officer

John Scarfe, Corporate Officer

(GA2773 4/98)

AVIVA

ADHESION OF ADDITIONAL PARTY TO MASTER SURETY AGREEMENT

BY:

QM POINTS CONTRACTING GP INC.
(Full Legal Name)

818 – 48 Street East, Saskatoon, SK, S7K 3Y4, Email: kyle.remus@qmenv.com
(Complete Address and Fax Number)

In consideration of the sum of Two Dollars ($2.00) and other good and valuable consideration paid or furnished by the Surety to the undersigned (the receipt and sufficiency of which are hereby acknowledged) and of the Surety having executed in the past, presently executing or procuring the execution of Bonds for which application is now pending, or which may be hereafter applied for, or executing in the future one or more Bonds, or of any alteration, renewal, continuation or extension thereof, or of the Surety's refraining from cancelling the same, the undersigned hereby agrees to be bound by Master Surety Agreement dated the 16th day of March, 2016, and to observe and comply therewith, as from the effective date, as fully and effectively as if the undersigned were an original signatory thereto.

DATED as of the 12 day of July, 2019.

(1) **QM POINTS CONTRACTING GP INC.**
Name of Undersigned {Seal}

L. Sidaway
(Witness) Please sign, and print name, address and phone number below:

By: _____.
Stephen Pinto, Corporate officer

L. SIDAWAY
(Witness) Please sign, and print name, address and phone number below:

By: _____.
John Scarfe, Corporate Officer

110-2940 JUTLAND RD
VICTORIA, BC V8T 5K6

Special Instructions:

If there is more than one party to be added, use a separate copy of this form for each party.

If the additional party is a corporation, execute in full corporate name by proper officers, affix corporate seal and attach a Directors' Resolution and Certification (Form G2773).

The name of the signatory should be typed in full immediately below the line on which the signature is affixed. Also indicate title if signing on behalf of a Corporation.

In Alberta, The Guarantees Acknowledgement Act requires that all signatures other than corporate signatures be accompanied by a statutory certificate from a Notary Public in that Province.

GA2772-A

AVIVA

MASTER SURETY AGREEMENT
RESOLUTION AND CERTIFICATION

WHEREAS, the **Corporate Officer** and **Corporate Officer** of this Corporation have executed or will execute a certain Master Surety Agreement, copy of which is attached hereto and made a part hereof, in favour of Aviva Insurance Company of Canada (hereinafter referred to as "the Surety"), protecting the said Surety in connection with their assuming suretyship as more fully described therein, said Master Surety Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Master Surety Agreement has been or will be accepted by the said Surety upon the warranty of the said officers that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officers of this Corporation be, and are hereby, authorized to execute and deliver on behalf of this Corporation the said Master Surety Agreement, and that the acts of said officers of this Corporation who may have already executed and delivered said Master Surety Agreement are hereby ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Master Surety Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

We hereby certify that we are **Corporate Officers** of **QM Points Contracting GP Inc.**, that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 12 day of July, 2019, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF we have hereunto set my hand and the corporation seal of the Corporation this 12 day of July, 2019.

{AFFIX CORPORATE SEAL}

QM POINTS CONTRACTING GP INC.

Stephen Pinto, Corporate Officer

John Scarfe, Corporate Officer

THIS IS **EXHIBIT "X"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

BOND FACILITY AGREEMENT

DATE: November 17, 2020

This Bond Facility Agreement amends and restates all previous commitments issued by the Surety to the Principal.

SURETY: Aviva Insurance Company of Canada
(hereinafter referred to as "Aviva")

CONTRACTOR: QM Environmental Group of Companies
(hereinafter referred to as the "Principal")

BOND FACILITY: This facility includes contract surety performance bonds, labour & material payment bonds, maintenance bonds, bid bonds and agreements to bond, pre-qualification letters.

Single Contract Limit	**$ 20,000,000**
Aggregate Program Limit	**$150,000,000**

The utilization of the Aggregate Program Limit of the facility is calculated by adding the total value of the Principal's **bonded and unbonded** contracts. The total value of such contracts shall be calculated by adding the costs-to-complete of all lump-sum contracts in progress plus the Principal's percentage participation in the cost to complete of all joint venture contracts plus all outstanding tenders not yet awarded.

FEES: Annual Administration Fee: $2,500

Final Bond Rates:

Annual Rates (duration < 12-months, and contract price < $15 million):

	50%	100%
Performance Only	$5.00	$7.00
Performance and Labour & Material	$6.25	$8.75

Contracts that extend beyond 12 months will be subject to a surcharge of 4% of the gross premium for each month in excess of 12 months.

Long-Term Rates (duration > 24 months, and contract price > $15 million):

	50%	100%
First $2,500,000	$9.00	$10.50
Next $2,500,000	$8.00	$9.50
Next $2,500,000	$7.00	$8.50
Balance of Contract	$6.25	$7.75

Contracts exceeding 24 months duration apply a surcharge of 1% of the gross premium for each month in excess of 24 months.

A 20% discount applies to the above long-term rates in the event that only the performance bond is required.

Final Bond Rates are quoted per $1,000 of the total contract amount (including HST and all applicable federal and provincial taxes and levies).

Surcharges:

a) Non-standard bond forms or the B.C. Ministry of Transportation payment bond – 20% surcharge
b) Extended maintenance (2nd year warranty on defective materials and workmanship) – 20% surcharge
c) Contracts with design-build obligations – 20% surcharge

The bond cost is based on the total contract amount. Accordingly, any increases or decreases in the total contract amount will result in a change to the bond cost. Bond cost adjustments under $1,000 are hereby waived. Minimum premium per bond is $750.

Prequalification Fee – When a bid and/or agreement to bond is issued and the project is awarded, yet final bonds are waived, a fee of 20% of the anticipated gross bond cost will be charged. This fee is subject to a $750 minimum. This fee is payable provided that it is collectible from the owner.

Labour & material payment bonds are only issued in conjunction with performance bonds.

The prior approval of Aviva will be required and may result in additional charges for the assumption of increased risk where any of the following are required:

- extended or long-term warranties (beyond 3-years)
- non-standard contract or bond wordings
- liquidated damages clauses
- efficiency guarantees

TERMS & CONDITIONS:

The facility is subject to compliance with the agreed conditions, covenants and reporting requirements as referred to in this document.

REPORTING:

1. Annual fiscal year-end financial statements for the following companies within 150 days following fiscal year-end:
   - QM Environmental Group of Companies (Consolidated Audit)
   - QM LP (prepared externally by a CPA)
   - QMF LP (prepared externally by a CPA)
   - TWT LP (prepared externally by a CPA)
   - Quantum Holdings LP (prepared externally by a CPA)
   - QM GP Inc. (prepared externally by a CPA)
   - TS LP (prepared externally by a CPA)
   - KSS Holdco Inc. (prepared externally by a CPA)

2. Quarterly in-house consolidated financial statements for the QM Environmental Group of Companies to include the combined accounts of QM LP, QMF LP and TWT LP, along with reconciling aged listings of accounts receivables and accounts payable, and a work-on-hand report for QM LP, within 60 days of each reporting period;

3. As required, copies of payment certificates and copies of certificates of evidence of substantial completion for all bonded projects if no information is forthcoming from owners or publicly available;

4. Any additional information, which Aviva may deem necessary from time to time.

SECURITY:

1. Aviva Master Surety Agreement ("MSA") including indemnities of the following:
   - Quantum Holdings LP
   - QM GP Inc.
   - QM LP
   - QMF LP
   - TWT LP
   - TS LP
   - KSS Holdco Inc. (limited to $8,000,000)*

   *Aviva, in its sole discretion will consider, the release or partial release of the limited indemnity of KSS Holdco Inc., upon the following:
   a) The principal has achieved the financial targets as outlined under Covenants 2(d) & 3(e) below, and remains in compliance with all terms of this agreement – encompassing limits and covenants, as well as reporting;
   b) Aviva has been fully reimbursed for any outstanding Indemnity Loss (as defined in the MSA).

2. The principal agrees to enter into negotiations with Aviva to provide further security, which may from time to time be reasonably required in connection with any specific project or projects at the time of requesting surety support.

COVENANTS:

The Principal shall:

1. Comply with the reporting conditions and all other conditions to which this facility is subject.

2. Achieve and maintain Combined Tangible Net Worth (TNW), as calculated by Aviva, of not less than $4,000,000 by December 31, 2020 as per the CPA prepared consolidated financial statements prepared for the QM Environmental Group of Companies. Covenant will be tested quarterly. Based on the June 30, 2020 consolidated in-house financial reports for the QM Environmental Group of Companies, Combined TNW was calculated by Aviva as follows:

   In 1,000's

Partners' equity	$14,538
Partner loans/drawings	($3,883)
Profit (loss) for the period	$868
Less: Ruttan Mine work-in-progress (claim in dispute)	($3,389)
Less: Ruttan Mine accounts receivable (claim in dispute)	($7,386)
Plus: Provision for estimated losses	$1,927
Combined Tangible Net Worth (TNW)	**$2,675**

   The TNW covenant required above shall automatically amend on the following dates as follows:
   a. $7,000,000 at December 31, 2021;
   b. $10,000,000 at December 31, 2022;
   c. $13,000,000 at December 31, 2023;
   d. $15,000,000 at December 31, 2024;

3. Achieve and maintain Combined Net Working Capital (NWC), as calculated by Aviva, of not less than $2,000,000 by December 31, 2020 as per the CPA prepared consolidated financial statements prepared for the QM Environmental Group of Companies. Covenant will be tested quarterly. Based on the June 30, 2020 consolidated in-house financial reports for the QM Environmental Group of Companies, Combined NWC was calculated by Aviva as follows:

In 1,000's

Cash and equivalents	$3,012
Accounts receivable (less A/R > 90 days)	$19,101
Customer holdback	$1,658
Miscellaneous receivables - Ruttan Mine	$8,642
Prepaid expense (at 0%)	-
Inventory (at 50%)	$522
Work in progress	$5,013
Plus: Port Hope - holdbacks	$2,340
Less: Ruttan Mine WIP (claim in dispute)	($3,389)
Less: Ruttan Mine A/R (claim in dispute)	($7,386)
Total Current Assets	**$29,513**
Accounts payable	$6,320
Accrued liabilities	$10,967
Deferred revenue	$11,487
Provision for estimated contract losses	$1,927
Capital lease obligations	$989
Add: BNS - term loan (due within 12 months)	$1,000
Less: Provision for estimated contract losses	($1,927)
Less: Port Hope Reserve in WIP (due after 1 year)	($2,000)
Total Current Liabilities	**$28,763**
Consolidated Net Working Capital (NWC)	**$750**

The Combined NWC covenant required above shall automatically amend on the following dates as follows:

a. $5,000,000 at December 31, 2021;
b. $8,000,000 at December 31, 2022;
c. $10,000,000 at December 31, 2023;
d. $13,000,000 at December 31, 2024;
e. $15,000,000 at December 31, 2025.

4. Not draw on funds, declare dividends or other distributions, loan, assign, transfer or otherwise dispose of any assets and property, which may result in a violation of any of the covenants herewith, and/or ahead of Aviva having been indemnified in full for Indemnity Losses.

5. Secure bonds from all subcontractors unfamiliar to the Principal if the subcontract price is in excess of $1,000,000. This requirement is open to review on a case-by-case basis and may be waived at the Principal's request, subject to the approval of Aviva.

6. Comply with all applicable laws and regulations; to advise Aviva promptly of any Action Requests or Violation Notices received from environmental agencies and/or regulatory bodies concerning the Principal and/or its related companies; and to hold Aviva harmless for any costs or expenses which it incurs for any unlawful acts or omissions (past, present, or future) of the Principal and/or its related companies.

7. Not directly or indirectly, guarantee performance of any obligations or otherwise provide for on a direct or indirect or contingent basis, the payment of any monies by any third party that may materially impact the Surety without prior notification to the Surety.

8. Immediately advise Aviva of any of the following:
    a) changes in ownership;
    b) significant disputes, liens, litigation;
    c) newly established companies;

In the event the Principal shall secure a settlement of its Ruttan Mine claim, the covenants referenced under Covenants 2 & 3 above shall be accelerated commensurate with the net settlement amounts.

GENERAL

By entering into this Bond Facility Agreement the Principal agrees and acknowledges:

1. Aviva has made payments in connection with legal expenses and vendor payments in relation to the Ruttan Mine Site Remediation bonded project ("Ruttan Mine" bond # 57193-16) as follows:

Claim file Summary	**Paid to October 5, 2020**	
Singleton Reynolds Payments	$	451,092.70
Cogerec Consultants payments	$	86,666.59
BLG	$	333,354.97
Less: recovered	$	(770,490.99)
Legal Expenses (net incurred):	**$**	**100,623.27**
Doak's Bulk Fuel Services Limited	$	310,370.32
Heavy Iron Inc.	$	137,220.66
Rapid Equipment Rental	$	116,000.00
10647802 Canada Limited	$	850,000.00
Total Vendor Payments:	**$**	**1,413,590.98**

2. Payment of $100,623.27 will be remitted to Aviva as soon as possible, but no later than December 31, 2020, as reimbursement for legal expenses incurred in connection with Ruttan Mine .

3. To reimburse Aviva for any future legal fees that Aviva may sustain or incur in relation to Ruttan Mine on a monthly basis. Aviva will send invoices directly to the Principal and they in turn will make a prompt payment.

4. Aviva will attempt to recover vendor payments made on behalf of the Principal through our subrogated rights to funds in the hands of The Government of Manitoba, Manitoba Innovation, Energy and Mines. In the event that this proves expensive, difficult or impossible, the Principal agrees to reimburse Aviva's Total vendor payments totalling $1,413,590.98.

The facility will be subject to review from time to time at the discretion of Aviva. Notwithstanding anything to the contrary contained herein, Aviva has the right, at all times, in its sole discretion, to decline to execute, provide or procure bonds or other surety documents requested by or on behalf of the Principal or to otherwise terminate the Facility.

In the event of a conflict between this agreement and the Aviva Master Surety Agreement, the latter shall prevail.

The contents of this agreement are confidential and shall not be disclosed by the Principal or its broker to any party without the prior written consent of Aviva. Any unauthorized disclosure of this letter may result in termination of the facility.

CANADIAN CONSTRUCTION ASSOCIATION
SURETY ASSOCIATION OF CANADA

Aviva Insurance Company of Canada

By: _____ By: _____

Anton Perchenok, Manager, Surety - Ontario

Zach D'Abreu, AVP, Surety - Ontario

We acknowledge and agree with the contents of this letter:

QM Environmental Group of Companies

By: _____ November 18, 2020

Harry H. Kim, President Date

By: _____ November 18, 2020

Kevin Kingsley-Williams, Vice-President, Finance Date

By: _____ November 18, 2020

Simon Utkala, Director Date

CANADIAN CONSTRUCTION ASSOCIATION

SURETY ASSOCIATION OF CANADA

THIS IS **EXHIBIT "Y"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

Personal Property Registry	276 Portage Avenue Winnipeg MB R3C 0B6 Canada
Bureau d'enregistrement relatif aux biens personnels	276, avenue Portage Winnipeg (Manitoba) R3C 0B6 Canada

Confirmation Statement

Financing Statement **Registration Number 201604959107**

Registration Date and Time: **2016-03-21 2:15:19 PM**

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184630

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Tx10226671564_DI84123096

Personal Property Registry
276 Portage Avenue
Winnipeg MB R3C 0B6
Canada

Bureau d'enregistrement relatif aux biens personnels
276, avenue Portage
Winnipeg (Manitoba) R3C 0B6
Canada

Confirmation Statement

Financing Statement **Registration Number 201604958909**

Registration Date and Time: **2016-03-21 2:14:39 PM**

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

QUANTUM HOLDINGS LP
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184741

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Tx10226671528_Di84123094

Personal Property Registry
276 Portage Avenue
Winnipeg MB R3C 0B6
Canada

Bureau d'enregistrement relatif aux biens personnels
276, avenue Portage
Winnipeg (Manitoba) R3C 0B6
Canada

Confirmation Statement

Financing Statement **Registration Number 201604958801**

Registration Date and Time: **2016-03-21 2:14:10 PM**

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

QM LP
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184781

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Tx10226671519_Di84123092

Personal Property Registry
276 Portage Avenue
Winnipeg MB R3C 0B6
Canada

Bureau d'enregistrement relatif aux biens personnels
276, avenue Portage
Winnipeg (Manitoba) R3C 0B6
Canada

Confirmation Statement

Financing Statement **Registration Number 201604958402**

Registration Date and Time: 2016-03-21 2:13:06 PM

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

QMF LP
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184806

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Tx10226671456_Di84123088

Personal Property Registry
276 Portage Avenue
Winnipeg MB R3C 0B6
Canada

Bureau d'enregistrement relatif aux biens personnels
276, avenue Portage
Winnipeg (Manitoba) R3C 0B6
Canada

Confirmation Statement

Financing Statement **Registration Number 201604958208**

Registration Date and Time: **2016-03-21 2:12:37 PM**

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

TWT LP
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184818

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Personal Property Registry
276 Portage Avenue
Winnipeg MB R3C 0B6
Canada

Bureau d'enregistrement relatif aux biens personnels
276, avenue Portage
Winnipeg (Manitoba) R3C 0B6
Canada

Confirmation Statement

Financing Statement **Registration Number 201604958100**

Registration Date and Time: **2016-03-21 2:12:09 PM**

Registered under The Personal Property Security Act

Expiry date: 2041-03-21

Business Debtors (name, address):

TS LP
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

QM GP INC.
162 CRESCENT ROAD
TORONTO, ON
CANADA M4W 1V2

Secured Parties (party code, name, address):

AVIVA INSURANCE COMPANY OF CANADA
2200 EGLINTON AVENUE EAST
SCARBOROUGH, ON
CANADA M1L 4S8
Reference number: 8184831

Collateral - General Description:

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

End of Confirmation Statement

Tx10226671429_Di84123081

THIS IS **EXHIBIT "Z"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

General Application and Indemnity Agreement

This agreement is made and entered into as of this 3RD **day of** MAY**, 2024.**

BY:

QM GP Inc.

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.

QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

HIGHPOINT ENVIRONMENTAL SERVICES INC.

(each hereinafter collectively referred to as the "Indemnitors"),

IN FAVOUR OF

INTACT INSURANCE COMPANY
ATLANTIC SPECIALTY INSURANCE COMPANY
(hereinafter referred to individually and collectively as the "Surety").

WHEREAS:

A. The Indemnitors, or any one or more of them, acting alone or as part of a joint venture, partnership, trust or association with others may, from time to time, desire, or be required, to procure the issuance by the Surety of one or more Bonds (as hereinafter defined) and requests may be made, from time to time, that the Surety amend, modify, continue, renew, extend or refrain from cancelling such Bonds;

Each of the Indemnitors has and expects that it will continue to have a material interest in any Indemnitor on whose behalf the Surety may be requested to issue Bonds and has and expects that it will continue to have business relations and dealings with each of the other Indemnitors;

B. Each of the Indemnitors (as hereinafter defined) understands that the Surety expressly requires the delivery of this Agreement as part of the consideration for the issuance by the Surety of any Bonds which may hereafter be issued, or which may have been issued in reliance upon a representation by the Undersigned that this Agreement would be executed, or for the Surety amending, modifying, continuing, renewing, extending or refraining from canceling any Bonds.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and the payment of the sum of $10.00 and other good and valuable consideration now paid by the Surety to each of the Undersigned (the receipt and sufficiency of which is hereby acknowledged), the Indemnitors and each of them jointly and severally covenant and agree with the Surety as follows:

1. Interpretation. In this Agreement:
   (a) "Agreement" means this general indemnity agreement as amended and supplemented from time to time;
   (b) "Bonds" means any one or more contracts of suretyship, guarantee or indemnity provided or procured by the Surety at the request of the Indemnitors or any person or legal entity whose name is furnished to the Surety by any of the Indemnitors for the same purpose, or any one or more of them acting alone or as part of a joint venture, partnership, trust or association with others and any agreements or consents to provide or procure the same and the continuation, extension, alteration, amendment, increase, decrease, renewal, replacement or substitution thereof,
   (c) "Bonded Contracts" means any and all contracts in respect of which any Bonds have been or may hereafter be issued and all documents related thereto, including without limitation, drawings, plans and specifications;
   (d) "Principal" shall mean the Indemnitor who is named as Principal in any Bonds issued by the Surety on behalf of the Indemnitors;
   (e) "Obligee" is the entity identified as the Obligee in any Bonds issued by the Surety at the request of an Indemnitor;
   (f) wherever the singular is used in this Agreement the same shall be construed as including the plural, wherever the plural is used in this Agreement the same shall be construed as including the singular and wherever the neuter is used in this Agreement the same shall be construed as including the feminine, masculine or body corporate where the context or the parties so require and the words "Principals" or "Indemnitors" or any pronoun referring to any of them, whether singular or plural, is to be construed as referring to the

undersigned person or persons whether they be individuals, partnerships, trusts, associations, joint ventures or corporations and any reference to the Principals or the Indemnitors shall include each of the Indemnitors separately and all of them collectively as the context may require;

(g) the headings in this Agreement are inserted for convenience of reference only and shall not form a part of the interpretation of this Agreement;

(h) this Agreement shall be governed by and construed in accordance with the laws of the province of Ontario;

(i) this Agreement shall be jointly and severally binding upon each of the Indemnitors and their respective heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Surety and its successors and assigns (including, for greater certainty, its assigns further to an acquisition of portfolios or otherwise).

2. Beneficial Interest and Authority.
   (a) Each of the Indemnitors represents and warrants to the Surety that each of the Indemnitors has a substantial, material and beneficial interest in the obtaining of any Bonds by the Principals and ensuring that the Surety does not cancel any Bonds;
   (b) Each of the Indemnitors agrees that their obligations as confirmed by this Agreement shall extend to any Principal for which a Bond has been issued at the request of one or more of the Indemnitors, regardless of the name of the Principal.

3. Indemnity. Each of the Indemnitors covenants and agrees to indemnify and hold harmless the Surety from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses of whatever kind or nature, including fees and disbursements of adjusters, consultants and solicitors, which the Surety shall or may at any time incur in respect of any of the following:
   (a) by reason or in consequence of its issuance of any Bonds regardless of whether the Bonds have been issued prior to, simultaneously with or subsequent to the execution of this Agreement; and
   (b) by reason or in consequence of the failure of the Indemnitors or a Principal or any of them to observe or perform any of the terms or conditions of this Agreement, any Bonds or any Bonded Contracts; and
   (c) any litigation, investigation, collection of premiums, charges or fees or other matters connected with any Bonds, including without limitation, any claim made against the Indemnitors to enforce this Agreement or otherwise, and each of the Indemnitors covenants and agrees to pay forthwith on demand to the Surety all sums of money which the Surety or its representatives shall pay or cause to be paid or become liable to pay on account of any Bonds including Bonds previously executed and on account of any damages, costs, charges and expenses of whatever kind or nature incurred in connection therewith, such payment to be made to the Surety as soon as the Surety shall have become liable therefor, whether the Surety shall have paid out such sum or any part thereof or not, and the Surety is hereby authorized to collect all such amounts (including solicitor's fees and disbursements, on a solicitor and own client basis, incurred in enforcing the obligations herein) in any action or proceeding and to include the same in any judgment or award.

4. Payment of Fees. Each of the Indemnitors covenants and agrees to pay to the Surety, in advance of the issuance thereof, all premiums, charges or other fees charged by the Surety for each of the Bonds, and agrees to continue to pay in advance all premiums, charges or other fees charged by the Surety in connection with such Bonds until the Surety shall be discharged and released from any and all liability or responsibility under all the Bonds, and all matters arising therefrom and the Surety shall have received written evidence, in form and substance satisfactory to the Surety, of its release as aforesaid.

5. Performance of Obligations. Each of the Indemnitors covenants and agrees to observe and perform and cause each of the other Indemnitors to observe and perform all of their respective obligations under the Bonds, the Bonded Contracts and this Agreement.

6. Authority of Surety. Each of the Indemnitors authorize the Surety to use its absolute discretion to:
   (a) pay, adjust, settle or compromise any claim, liability, demand, suit, cost, expense or judgment under any Bonds, without the consent of or notice to the Indemnitors and any such payment, adjustment, settlement or compromise shall be binding on the Indemnitors. In the event that any one or more of the Indemnitors request, in writing, the right to litigate a claim or demand or to defend a suit or to appeal a judgment the Surety may, in its sole discretion, permit the Indemnitor or Indemnitors to litigate such claim or demand or to defend such suit or appeal, provided that the Indemnitor or Indemnitors deposit with the Surety collateral, satisfactory to the Surety, in an amount sufficient to pay any judgment rendered or that may be rendered, including interest, costs and expenses (including solicitor's fees and disbursements, on a solicitor and own client basis) and complies with any other terms and conditions that the Surety may require;
   (b) from time to time, increase or decrease the penalty of any Bonds, change the Obligee or Obligees named in any Bonds, execute or consent to the execution of any continuance, extensions, enlargements, modifications, changes, alterations or renewals of any Bonds, and to execute any substitute therefor, with the same or different conditions, provisions and Obligee or Obligees, and with the same or larger or smaller penalty, all without notice to or consent of the Indemnitors, and it is hereby agreed that each of the Indemnitors will remain bound under this Agreement even though such action by the Surety may increase the liability of the Indemnitors.

7. Settlement of Claims. The liability of each of the Indemnitors to indemnify the Surety under this Agreement shall extend to and include, the full amount of any and all monies paid by the Surety in the settlement or compromise of any claims, liabilities, demands, damages, suits, costs, expenses or judgments brought, made or obtained in respect of or in any way related to the Bonds, Bonded Contracts, this Agreement or otherwise, whether the Surety is liable therefor or not, as well as any and all disbursements on account of costs and all solicitor's fees and disbursements on a solicitor and own client basis which may be incurred in connection therewith.

8. Bonded Contracts. If any Bonds have been or are to be given in connection with Bonded Contracts, the Surety is hereby authorized in its sole discretion, but not required:
   (a) to consent to any change in the Bonded Contracts or any one or more thereof, or in the plans and specifications relating thereto,
   (b) from time to time to make or guarantee advances or loans for the purpose of the Bonded Contracts without obtaining any further approval or consent for such guarantee or loan from the Indemnitors and without obtaining any approval or consent from the Indemnitors as to the application of such advances or loans, it being agreed that the amount of all such advances or loans shall be conclusively deemed to be a loss in consequence of the issuance of the Bonds for the purposes of this Agreement,
   (c) in the event of the abandonment, forfeiture or breach of any Bonded Contracts or the breach of any Bonds, given for the performance thereof or in connection therewith or the failure, neglect or refusal of the Indemnitors to pay for labour, material or both, used or reasonably required for use in the performance of the Bonded Contracts (whether or not the Surety shall be liable to the labourers, sub-contractors or suppliers of material under the terms of any Bonds), to complete the Bonded Contracts or cause the same to be completed or to consent to the completion thereof and take any other action with respect thereto which the Surety in its sole discretion may deem appropriate.

9. Assignment and Security Interest. As continuing collateral security for all of the debts, liabilities and obligations of each of the Indemnitors to the Surety, including without limitation, the obligations of each of the Indemnitors under this Agreement:
   (a) each of the Indemnitors hereby assigns, transfers and sets over to the Surety and grants to the Surety a security interest in, all right, title and interest of each of the Indemnitors in and to:
      (i) any and all rights and benefits under any and all contracts, including without limitation the Bonded Contracts, any subcontracts or supply contracts in connection with any Bonded Contracts, and contracts relating to unbonded projects, including any and all sums now or at any time and from time to time owing to the Indemnitors or any of them under any such contracts including all monies earned thereunder or with respect thereto including without limitation all holdbacks, claims for extras and claims on account of breach or alleged breach of contract and each of the Indemnitors hereby authorises the Surety to endorse in the name of the Indemnitors or any of them and to collect any cheques, contracts, warrants or other instruments made or issued in payment of any sum or sums and to disburse the proceeds thereof as the Surety may see fit;
      (ii) all claims of builders lien or other security available to the Indemnitors or any of them under any contract or any relevant legislation;
      (iii) any and all monies due under any insurance contracts, including without limitation insurance contracts relating directly or indirectly to Bonded Contracts and insurance contracts relating directly or indirectly to unbonded projects;
      (iv) all rights and benefits under any sub-contracts, supply contracts or other contracts let in connection with any projects, whether bonded or unbonded, including without limitation, in connection with the Bonded Contracts and any and all other contracts or agreements related to the Bonded Contracts, including any and all monies owing under such sub-contracts, supply contracts and other contracts;
      (v) all rights and benefits under any and all bonds or guarantees issued in relation to subcontractors, suppliers or others in connection with any project, whether bonded or unbonded, including without limitation, in connection with the Bonded Contracts;
      (vi) all machinery, plant and equipment, tools and materials, work in progress, computer programs, computers, disks, files and records which shall be upon the site or sites of the work or elsewhere (including the sites of unbonded projects) required for the purposes of the Bonded Contracts or any other contracts or which in the sole opinion of the Surety may be required for the Bonded Contracts or any other contracts, including all material ordered therefor; and
      (vii) any and all proceeds derived directly or indirectly from any dealing with any of the foregoing; and
   (b) each of the Indemnitors hereby assigns, transfers and sets over to the Surety and grants to the Surety a security interest in, all of their respective present and after acquired property, assets and undertaking of every nature and kind and wheresoever situate.

   This assignment and security interest shall be effective as of the date of execution of this Agreement as to any contracts executed prior to or contemporaneously with this Agreement (except that nothing herein shall limit the right of the Surety to claim under any prior assignment or security interest whether the Indemnitors shall have been parties to the said assignment or security interest or not). If the Indemnitors, or any of them, shall execute any contracts after the execution of this Agreement then this assignment and security interest shall be effective as of the respective execution date of each such contract. The Surety will not take steps to enforce the assignment and security interest provided in this paragraph unless:
      (i) there is a default under the terms or conditions of:
         A. any Bonds; or
         B. any Bonded Contracts; or
         C. any subcontracts or supply contracts entered into in connection with any Bonded Contracts; or
         D. this Agreement, or
      (ii) any of the Bonded Contracts are abandoned or forfeited; or
      (iii) there has been a failure, neglect or refusal to pay for labour, material or both, used or reasonably required for use in performance of the Bonded Contracts (whether or not the Surety shall be liable to the labourers, sub-contractors or suppliers of material under the terms of any Bonds) or a claim of builders lien or similar claim is filed with respect to such failure, neglect or refusal to pay; or
      (iv) a receiver, receiver-manager, monitor, liquidator or trustee is appointed for any of the Indemnitors or any of their assets or any of the Indemnitors becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or any other proceedings are taken by or against any of the Indemnitors under the Bankruptcy and Insolvency Act, the Companies' Creditors Arrangement Act or otherwise; or
      (v) any other event occurs which causes the Surety, in good faith, to believe that the Surety may be exposed to any loss, damage, expense, claim, liability or suit.

   Upon the occurrence of any of the foregoing events, the Surety shall be entitled, without notice to the Indemnitors, to enforce this assignment and security interest using any and all methods available to it, and for the purposes of this assignment and security interest there shall be no distinction between any specific Bonded Contract on which a default occurred and any other contracts for the purpose of establishing the Surety's rights under this assignment and security interest to any and all monies then due to the Indemnitors or any of them on account of any contracts to which the Indemnitors or any of them is a party regardless of whether such contracts shall have been bonded by the Surety or not. Each of the Indemnitors agrees that all funds due or to become due to the Indemnitors or any of them under any Bonded Contracts are received and held by the Indemnitors in trust for the benefit of all persons to whom the Indemnitors incurs, obligations in the performance of such Bonded Contract, for which the Surety would be liable under such Bond and if the Surety assumes or discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

10. Credit Support. The Indemnitors, upon demand of the Surety, at any time and from time to time and for any reason, including but not limited to Surety's receipt of a claim, shall immediately provide to the Surety credit support in the form of cash, letters of credit or otherwise (collectively, "Credit Support"), acceptable (including as to amounts or form thereof, and/or other requirements related thereto) to the Surety in its sole and absolute discretion. Any acceptable Credit Support provided to the Surety by the Indemnitors or any third party or the proceeds thereof, in whole or in part, may be transferred to and held in the name of Surety and applied to any obligations of Indemnitors under this Agreement. The Surety shall not have any obligation to return and/or release such Credit Support until it has received a written release and conclusive evidence of its discharge without loss in the form and substance satisfactory to the Surety with respect to the Bonds and fulfillment by Indemnitors of all obligations owed, present or future, absolute or contingent, under this Agreement and the Surety's obligation to return any such Credit Support may be netted or set off against any obligations or liability of the Indemnitors under this Agreement, including, but not limited to, any actual or contingent Indemnity Losses and Expenses. Indemnitors agree that their failure to immediately provide to the Surety any sums or other Credit Support demanded under this section shall cause irreparable harm to Surety for which it has no adequate remedy at law, and Surety shall be entitled to injunctive relief for specific performance of such obligation.

11. Power of Attorney. Each of the Indemnitors hereby irrevocably constitutes and appoints the Surety, or any person or persons designated by the Surety, as its attorney to exercise all of its rights assigned, transferred or set over to the Surety by this Agreement, to collect and to endorse in the name of the Indemnitors and to cash any cheque, money order or other instrument created or issued in payment of funds payable under any contracts, including without limitation the Bonded Contracts, and in its name to execute and deliver any and all additional or other

assignments, instruments or documents deemed necessary or desirable by the Surety to give effect to the provisions of this Agreement.

12. Additional Beneficiaries. All of the terms and conditions of this Agreement are for the benefit of the following parties:
    (a) any successors or assigns of the Surety, including as a result of amalgamations, mergers, acquisitions of portfolios, or otherwise; and
    (b) any surety or co-surety, joint or several, any reinsurance company and any other surety (including any present or future direct or indirect affiliates of the Surety) procured by the Surety to execute or procure a Bond or Bonds, whether or not such Bond or Bonds are executed or procured by the Surety or whether or not the Surety retains any interest in any such Bond or Bonds (collectively, the "Beneficiaries"). Additionally, each of the Indemnitors hereby constitutes and appoints the Surety as agent for each of the Indemnitors for the purpose of procuring the execution or procurement of Bonds, and each of the Indemnitors covenants and agrees with the Surety as agent for any and all such Beneficiaries that the rights and benefits of this Agreement shall extend and apply to each of the Beneficiaries, to the same extent as if they were a party to this Agreement as the Surety. To better assure the Beneficiaries such rights and benefits, each of the Indemnitors covenants and agrees to indemnify and hold harmless the Beneficiaries and each of them on the same terms and conditions applicable to or for the benefit of the Surety in this Agreement. The Surety hereby declares that it is the trustee of all of the rights of the Beneficiaries under the foregoing covenants.

13. Costs, Interest and Statement of Surety.
    (a) If the Surety shall commence proceedings to enforce any obligation of the Indemnitors under this Agreement, the Indemnitors shall be liable for the costs and expenses, including all solicitor's fees and disbursements (on a solicitor and own client basis), incurred in connection with such proceedings, and such costs and expenses shall be included in any judgment or award that shall be rendered against the Indemnitors.
    (b) Each of the Indemnitors covenants and agrees to pay to the Surety interest on any and all amounts due to the Surety under this Agreement at the prime interest rate of Royal Bank of Canada plus 2% per annum calculated from the date upon which the Indemnitors or any of them shall have become liable to the Surety pursuant to the terms of this Agreement to the date of payment by the Indemnitors. The prime interest rate of Royal Bank of Canada is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. Any claim by the surety for such interest shall not merge in any judgment or award against the Indemnitors or any of them and any such judgment or award shall bear interest at such rate until paid.
    (c) A statement, made by the Surety, of any liabilities, payments, settlements, compromises or other matters for any purpose specified herein, certified by an officer of the Surety, shall be conclusive evidence of the liability of the Indemnitors to reimburse the Surety for such amounts, with interest as provided in paragraph 13(b) above

14. Release of Surety. The Surety may, at any time, without releasing or discharging the Indemnitors or any of them from any claim, demand, damage, action, costs, liability, or any other expense, take such action as it might deem necessary in its absolute discretion, and without the necessity of showing any cause, to obtain its release from any and all liability under any Bonds, and each of the Indemnitors further covenants and agrees to indemnify the Surety against any and all charges, liabilities and expenses, including solicitor's fees and disbursements, on a solicitor and own client basis, of whatever nature which the Surety may incur or be put to in obtaining such release.

15. Co-operation. Each of the Indemnitors covenants and agrees to co-operate fully with the Surety in all its investigations and actions both before and after any claims or demands are made or any default occurs under this Agreement, any Bonded Contracts or any Bonds.

16. Disclosure of Information. Each of the Indemnitors covenants and agrees to provide full disclosure of his or its financial and business affairs to the Surety at all times. The Surety has the right at all times and from time to time to examine and copy all books, records and accounts of each of the Indemnitors, no matter where located. Each of the Indemnitors hereby irrevocably authorises the Surety at all times to obtain from, and authorise disclosure to the Surety by financial institutions, credit reporting agencies, property owners, architects, consultants, accountants, contractors, trade suppliers, and other persons having business or financial dealings with the Indemnitors, or any of them, of such business and financial information about the Indemnitors, or any of them, as the Surety considers necessary, including, but not limited to, the status of the work under any contracts, including without limitation, the Bonded Contracts, the condition of the performance of any contracts, including without limitation, the Bonded Contracts and the status of payment of accounts owed by any of the Indemnitors. Each of the Indemnitors covenants and agrees to immediately notify the Surety of any change in his or its name, or any actual or proposed amalgamation, merger, winding-up, reorganization or consolidation of any one or more of the Indemnitors with any other entity.

17. Settlement. It is agreed that in the event of any claim or demand being made by the Surety against the Indemnitors by reason of the execution of this Agreement, the Surety is expressly authorized to settle with any one or more of the Indemnitors individually and without reference to the others, and such settlement or composition shall not affect the liability of any of the other of the Indemnitors, and each of the Indemnitors hereby expressly waives any right or claim he or it may have to be discharged and released by reason of the settlement or composition with one or more of the Indemnitors (with or without consideration) and hereby consents to such settlement or composition that may be made.

18. Proceedings. Separate proceedings may be brought hereunder as causes of action accrue, and proceedings may be brought against any or all of the Indemnitors and proceedings upon one or more causes of action, or against one or more of the Indemnitors shall not prejudice or bar subsequent proceedings against the same or any or all of the Indemnitors on the same or any other cause or causes of action, whether theretofore or thereafter accruing, and this Agreement, being based upon a valuable consideration, shall be construed in accordance with the rules applicable to the obligations of a compensated Surety as broadly as the liability of the Surety is toward its Obligee.

19. Liability of the Indemnitors. The liability of each of the Indemnitors under this Agreement is not affected by:
    (a) the failure of any or all of the Principals to sign any Bonds,
    (b) the failure of the Surety to grant or procure any Bonds,
    (c) any claim that another indemnity or security was to have been obtained, or
    (d) the release of any indemnity, or the return or exchange of any collateral that has been obtained.
    In the event that any of the Indemnitors shall fail to execute this Agreement, or in case any of the Indemnitors who execute this Agreement shall not be bound for any reason, the other Indemnitors shall nevertheless be bound hereunder for the full amount of liability, loss, costs, damages, solicitor's fees and disbursements as aforesaid.

20. Reserve. If the Surety in its sole discretion elects at any time and from time to time to set up a reserve (the amount of which reserve shall be determined by the Surety in its sole discretion and which amount may be increased or decreased from time to time at the sole discretion of the Surety) to cover any claim, damages, liabilities, losses, suits, judgments, costs or expenses under any Bonds, then the Indemnitors covenant and agree, from time to time, immediately upon demand, to deposit with the Surety a sum of money or property with an unencumbered value

or equity of not less than the amount of such reserve, and such sum or property, together with any other money or property which shall have been or is hereafter pledged as collateral security for the obligations of each of the Indemnitors under this Agreement, shall be held by the Surety as collateral security for all of the obligations of each and all of the Indemnitors under this Agreement. The Surety shall have no obligation to invest or provide any return on any monies or property so deposited.

21. No Obligation to Issue Bonds. The Surety does not guarantee the issuance of any Bonds or the acceptance thereof by the Obligee or Obligees named in any Bonds. The Surety shall have the absolute right to decline to issue or execute any Bonds for any reason whatsoever and without incurring any liability therefor and any refusal to issue or execute any Bonds will not affect the liability of the Indemnitors or any of them under this Agreement. The issuance or execution of one or more Bonds shall not constitute a waiver of the right of the Surety to decline to execute any other Bonds.

22. Application. This Agreement shall apply to all Bonds issued from time to time, whether prior to, contemporaneously with or subsequent to the execution of this Agreement, and this Agreement shall be binding upon:
    (a) any corporation or entity formed as a result of any amalgamation, reorganization, consolidation or merger of any one or more of the Indemnitors with any other entity; and
    (b) any joint venture, partnership, association or other form of common enterprise in which, at the time such Bonds were issued, the Indemnitors, or any one of them, was a member.

23. Remedies. The rights and remedies set forth in this Agreement:
    (a) are in addition to and not in substitution for any other rights and remedies that the Surety may have at law or in equity or otherwise and nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Surety might have if this Agreement were not executed
    (b) may not be waived, amended or modified unless in writing signed by all of the Indemnitors and the Surety and the exercise or failure to exercise any right or remedy at any time shall not constitute an election or waiver of such right or remedy;
    (c) are cumulative and this Agreement shall not be merged, terminated, amended or superseded by any other agreement unless such other agreement is signed by an authorized signatory of the Surety and expressly states that this Agreement is amended or terminated by such agreement, and the Surety shall not be required to exercise or exhaust it rights and remedies against any or all of the Principals before exercising its rights and remedies against the Indemnitors or any of them under this Agreement.

24. Waiver. Each of the Indemnitors hereby waives:
    (a) all right to claim any of their property, including homesteads, as exempt from levy, execution, sale, or other legal process, under the laws of Canada, any province or territory thereof, or under the laws or Constitution of the United States of America, any state or states, territory or possession thereof;
    (b) notice of the execution of any Bonds and notice of any breach thereof or of any act or default that may give rise to any claim under any Bonds or under this Agreement;
    (c) the right to receive a copy of any financing statement or financing change statement filed or registered by the Surety or any verification statement issued by the Personal Property Registry established under the relevant Personal Property Security Act or similar legislation.

25. Acknowledgement. Each of the Indemnitors acknowledges and agrees that he is not relying on any oral or written representations, warranties or statements by the Surety other than as specifically set forth in this Agreement.

26. Right of Contribution. None of the Indemnitors shall enforce any rights of contribution or indemnity against any of the Indemnitors or any property and undertakings of any of the Indemnitors until all of the obligations of all of the Indemnitors to the Surety under this Agreement have been satisfied in full.

27. Application for Bonds. Each of the Indemnitors authorizes the Surety to execute or procure the execution of Bonds without the necessity of a written application for each Bond and each of the Indemnitors agrees and confirms that the acceptance by the Surety of an application, written or otherwise, by or on behalf of any of the Indemnitors, shall constitute sufficient authority from the Indemnitors for the Surety to execute and issue such Bonds whether such application is received before or after the execution of this Agreement and such Bonds shall be within the provisions of this Agreement.

28. Independent Legal Advice. Each of the Indemnitors acknowledges that they have been advised to seek independent legal advice as to the execution and delivery of this Agreement and that they have executed this Agreement of their own free will and without any coercion or duress having being imposed upon them, and that they are of the age of majority in the Province or Territory in which they reside.

29. Notice of Determination. The obligations of all of the Indemnitors are and shall be continuous hereunder provided that any of the Indemnitors may by notice in writing given by registered mail addressed to the Surety, at its office in Toronto, Ontario which shall be effective 7 days after actual receipt thereof by the Surety ("Notice"), determine the liability of the Indemnitor who gives the Notice PROVIDED THAT such Notice shall not in any way determine or affect the liability hereunder of the Indemnitor giving such Notice or the remaining Indemnitors with respect to any Bonds which the Surety has issued or is committed to issue, has procured the issue of or is committed to procure the issue of prior to the receipt of such Notice or any liabilities incurred or which may be incurred by the Surety pursuant thereto, including without limitation any past, present or future claims in respect of such Bonds, and such Notice shall not in any way affect the liability of those Indemnitors who do not give such Notice.

30. Additional Agreements. This Agreement is in addition to and not in substitution for any other indemnity agreements executed by the Indemnitors or any of them in favour of the Surety and the execution of any further indemnity agreements by the Indemnitors or any of them shall not have the effect of determining, cancelling or terminating this Agreement which shall remain in full force and effect unless expressly determined in writing by the Indemnitors and the Surety according to the terms hereof.

31. Further Assurances. Each of the Indemnitors covenants and agrees to execute and deliver all such further documents and do all such further acts and things as may be required by the Surety to carry out the intent and meaning of this Agreement.

32. Execution under Seal. Each of the Indemnitors acknowledges that it is the intention of each of the Indemnitors to execute this Agreement under seal and each of the Indemnitors specifically acknowledges and adopts the notation "(seal)" next to its execution hereof as its seal and such execution shall constitute conclusive evidence that this Agreement so executed is to take effect as a deed and be in all circumstances binding on each of the Indemnitors.

33. Severability. If any provision of this Agreement is declared or held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of any or all of the remaining provisions of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

34. Notice. Any notice required to be given under this Agreement shall be given either by personal delivery or by mailing same by prepaid registered mail to the address of the Indemnitors set forth herein or in the case of the Surety to the head office of the Surety in Toronto, Ontario, Canada and any such notice shall be deemed to have been received on the date of delivery, if delivered, and on the fifth business day following the date of mailing, if mailed. In the event of any known disruption of postal service, any notice shall be personally delivered.

35. This agreement may be executed in several parts in the same form and the parts so executed shall together form one original agreement, and the parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this agreement.

36. In case any of the parties mentioned in this agreement fails to execute the same, or in the case of the execution hereof by any of the parties is defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this agreement or the liability hereunder or any of the parties executing the same but each and every party so executing shall and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity has not existed.

37. Amendments. No modification, variation, or amendment of any provision of this Agreement shall be made except by written agreement executed by the Surety and each of the Indemnitors and no waiver of any provision hereof shall be effective unless made in writing by the party giving such waiver.

38. Choice of Language. The parties hereto have requested that this Agreement be drafted in the English language. Les parties aux présentes ont requis que la Présente Entente soit rédigée dans la langue anglaise.

39. Entire Agreement. EACH OF THE INDEMNITORS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE CAREFULLY READ AND UNDERSTOOD THIS AGREEMENT AND ACKNOWLEDGE AND AGREE THAT THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR ALTER THE OBLIGATIONS OF THE INDEMNITORS AS SET FORTH ABOVE.

In witness whereof each of the Indemnitors have hereunto set their hands and affixed their seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED:

Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness	**QM GP Inc.** X _____ (Seal) Signature of Indemnitor Paris, ON Address of Indemnitor
Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness	**QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor
Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness	**QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor

Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		**QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor
Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		**TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor
Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		**HIGHPOINT ENVIRONMENTAL SERVICES INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor
Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		**QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.** X _____ (Seal) Signature of Indemnitor PARIS, ON Address of Indemnitor

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QM GP Inc.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

QM GP Inc.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES NIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

x _____
Signature of Witness

SLAVICA MARICAC
Full Legal Name of Witness

MILTON ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES KIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

(Seal)

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____
Signature of Officer

AGNES WIETRZENSKI
Full Legal Name of Officer

PARIS ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

X _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

X _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **HIGHPOINT ENVIRONMENTAL SERVICES INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CEO of
(Title of Certifying Officer)

HIGHPOINT ENVIRONMENTAL SERVICES INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 3RD day of MAY, **2024**, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 3RD day of MAY, **2024**.

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

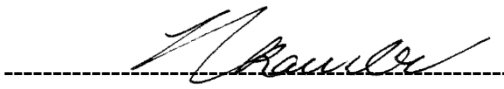
MILTON ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIERZYNSKI
Full Legal Name of Officer

PARIS ON
Full Residential Address of Officer

THIS IS **EXHIBIT "AA"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*



A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

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June 13, 2024

QM Environmental Group
5035 South Service Road
Burlington, Ontario
L7L 6M9

RE: Bonding Facility – Terms & Conditions

Intact Insurance Company ("Intact") and HUB International Insurance Brokers (the "Broker") are pleased to propose the following Terms and Conditions Agreement for QM Environmental and related companies (the "Contractor" or "QM Environmental"). This agreement is subject to: 1) the receipt of a $5,000,000 irrevocable letter of credit naming Intact Insurance Company as the beneficiary from an acceptable lending institution by no later June 17, 2024 (a copy of our irrevocable letter of credit template has already been provided); 2) the execution of a new Capital Retention Agreement; 3) our satisfactory underwriting review of the externally prepared December 31, 2023, financial statements from each indemnifying company with supporting aged listings and work in process schedules; and 4) our satisfactory underwriting review of the June 30, 2024, internally prepared financial statements from each indemnifying company.

BONDING FACILITY:

Single Project Size	**$25,000,000**
Aggregate Program	**$150,000,000**

The Aggregate Program is calculated by adding the total cost-to-complete of the Contractor's bonded and unbonded "at-risk" contracts plus the value of all outstanding bonded "at-risk" bids and proposals, and consideration for the value of outstanding "at-risk" unbonded proposals.

FACILITY GUIDELINES:

Minimum financial guidelines for tangible net worth and working capital, as calculated by Intact, are $15 million in working capital and $12.5 million in tangible net worth, to be determined on an annual basis at the time of annual review.

As at Q1 March 31 2024, Intact calculated the working capital position to be $13.2 million and tangible net worth to be $7.561 million.

Working Capital of the Contractor" as used in this Agreement shall mean, as of any applicable date of determination by the Surety, the excess of (i) current assets of the Identified Entities after all appropriate deductions including, without limitation, reserves for accounts receivables over 120 days excluding holdbacks, accounts receivables based on claims or in dispute, non-billable work in progress, prepaid expenses, intangible assets, loans or advances to affiliates, and investments or advances to subsidiaries, less (ii) all current liabilities.

"Tangible Net Worth of the Contractor" as used in this Agreement shall mean, as of any applicable date of determination by the Surety, the excess of (i) the net book value of all assets (other than all items of

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indebtedness, obligation or liability due from affiliates, including stockholders and intangible assets) of the Identified Entities after all appropriate deductions including, without limitation, reserves for accounts receivable over 120 days excluding holdbacks, accounts receivables based on claims or in dispute, non-billable work in progress, obsolescence, depreciation and amortization, all as determined in accordance with Canadian Accounting Standards for Private Enterprises (ASPE), less (ii) all indebtedness, obligation or other items that should be classified as a liability in accordance with ASPE, except those items of indebtedness to the Indemnitors, if any, as more particularly determined from time to time by the Surety.

In order to achieve the financial guidelines of tangible net worth and working capital, Intact requires an irrevocable letter of credit in the amount of $5,000,000 by June 17, 2024. Once this is received, a new Capital Retention Agreement will be executed replacing the May 3, 2024 Capital Retention Agreement. Note that no final Bonds will be issued without first receiving the required irrevocable letter of credit. Tender Bonds may be considered on a case-by-case basis up to but no later than June 17, 2024.

Letter of Credit Requirement:

- The Letter of credit will be reviewed annually with receipt of externally prepared year end reporting package.
- The letter of credit must be secured by a company who has not provided Intact Insurance Company with its indemnity to support the Bonding requirements of the QM Environmental Group of companies.

Financial Guidelines:

- The QM group of indemnifying companies is to report profitable results on a quarter-by-quarter basis to the end of the current fiscal year.
- Profits will be retained within the indemnifying group of QM companies.
- No additional external debt from what is reported at March 31, 2024 will be assumed by the QM group of indemnifying companies, other than any debt to refinance such existing debt or to finance capital expenditures or other further investments as required in the day-to-day operations of the QM group of indemnifying companies. The QM group of indemnifying companies is to disclose the purpose of any assumed new debt when sharing their monthly financial reporting information as itemized by the Reporting Requirements section of this Terms and Conditions Agreement.
- It is imperative that the indemnifying group of companies evidence the collection of outstanding W.I.P. on all fixed priced contracts. Slow moving or increasing W.I.P. items will be removed from our analysis subject to our financial analysis guidelines.

TERRITORY: Canada

BONDED SCOPE OF WORK: Demolition, Remediation, Hazardous Materials and Earth Removal Projects

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BONDING RATES:

CONSTRUCTION CONTRACT BONDS ANNUAL:	
Performance Bond and Payment Bond* each 50% or Less of Contract Price	5.75 per 1,000
Performance Bond and/or Payment Bond* Exceeds 50% of Contract Price	8.00 per 1,000
Performance Bond 50% or Less of Contract Price	4.00 per 1,000
Performance Bond Exceeds 50% of Contract Price	5.50 per 1,000
Payment Bond,* Broad Form	.75 per 1,000 *Added to Above Bond Rates*
Performance and Payment Maximum Premium (based on Bond Penalty)	17.50 per 1,000
MAINTENANCE BONDS: (issued in concert with Performance Bonds)	
Bond Amount Equal to or Less than 50% of Contract Price	1.00 per 1,000
Bond Amount Greater than 50% of Contract Price	1.40 per 1,000

CONSTRUCTION CONTRACT BONDS LONG TERM, per 1,000

Slice	50% Performance	50/50	100% Performance	100/100
First $2,500,000	$6.00	$8.65	$8.25	$12.00
Next $2,500,000	$5.00	$7.20	$6.90	$10.00
Next $2,500,000	$4.80	$6.90	$6.60	$9.50
Over $7,500,000	$4.40	$6.30	$6.00	$8.75

Annual Service Fee: $0

Other Rating Considerations:

1. The minimum premium for each bonded project is $500.00
2. Bond premiums are calculated on the Total Contract Price inclusive of HST and all applicable taxes.
3. Any increases or decreases to the Total Contract Price will result in a change to the premium ("Premium Adjustment"). When the Total Contract Price increases and/or the time for performance of the contract exceeds the premium term, a Premium Adjustment and/or Renewal Premium shall apply at anniversary dates and/or upon completion of the contract, depending on the specific circumstances.
4. Premium Adjustments are processed only when the combined premium difference is $500 or greater.
5. All rates quoted above are based on the use of industry standard or CCDC contracts and industry standard bond forms or other generally accepted public bond forms.
6. If any of the following conditions exist in a tender or contract requiring bonds or other surety documents, additional information may be required to assist with the underwriting review and/or confirm applicable rating:
    a. non-standard bond forms
    b. non-standard contract wordings
    c. design/build contracts

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d. efficiency / output guarantees
e. extended or long-term warranties (beyond 2 years)
f. excessively high or uncapped liquidated damages
g. joint venture projects
h. contracts involving hazardous waste or environmental clean-up
i. larger private projects will require information on project financing

BONDING OF SUBTRADES:

1. It is Intact's recommendation that the Contractor consider securing its position, as deemed necessary and appropriate by the Contractor, with all large or critical path sub-contractors that can have a major impact on a contract, in one of the following ways:

    - 50% Performance and 50% Labour & Material Payment Bonds, or, 50% Performance Bond only.
    - 10% Letter of Credit
    - Increase in Holdback from 10% to 20%
    - Joint cheques to any suppliers and / or sub-subcontractors of the Contractor's sub-trade.

2. Bond requisitions should identify subtrades to be bonded and the Contractor's risk mitigation considerations for non-bonded subtrades in excess of $5 million or any critical path sub-contractors. All final bond requests must identify the names and prices of the other bidders, confirm the length of the warranty period, and include a copy of the contract award letter or purchase order.

INDEMNITY AND SECURITY AGREEMENTS:

Based on our initial review of the Corporate Chart dated 2016, which may change if this Corporate Chart is not up to date, the following companies will be required to execute a General Agreement of Indemnity on Intact's Standard Indemnity wording:

- QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.
- QM GP INC.
- QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.
- QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.
- TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.
- HIGHPOINT ENVIRONMENTAL SERVICES INC.
- QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.

Personal indemnities will not be a requirement of Intact assuming adequate financial strength will be maintained within the indemnifying corporate entities.

The following company will be required to execute a new Capital Retention Agreement on Intact's Standard wording post the receipt of the $5,000,000 irrevocable letter of credit:

- WeShall Investments Inc.
- 2539593 Ontario Inc.

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REPORTING REQUIREMENTS:

1. ANNUALLY (to be provided within 120 days after the fiscal year-end):
    a. Audited annual financial statements of QM Environmental Group
    b. Notice to Reader annual financial statements of Quantum Holdings LP, QM GP Inc., QM LP, QMF LP, TWT LP, Highpoint Environmental Services Inc & QM Points Contracting Inc
    c. Copy of the current credit agreement(s) outlining the facilities available, security required and the covenants of the agreement(s)
    d. Aged listing of accounts receivable and accounts payable with reconciliation to the balance sheet.
    e. Work on Hand Statement (denoting contract type, i.e. Lump Sum, Cost-Plus, etc..) with reconciliation to the balance sheet.
    f. Update on all outstanding legal matters, litigation and claims (semi-annually).
    g. A copy of the 'opportunities' or 'pipeline' report capturing future/prospective contract opportunities.
    h. A copy of QM Environmental Group's insurance policies

2. MONTHLY (to be provided within 45 days after the end of each month):
    a. Internally prepared financial statements of QM Environmental Group (or non-consolidated statements of all subsidiary companies that comprise QM Environmental Group and indemnified group.
    b. Aged listings of accounts receivable and accounts payable with reconciliation to the balance sheet.
    c. Work on Hand Statement (denoting contract type, i.e. Lump Sum, Cost-Plus, etc..) with reconciliation to the balance sheet.
    d. Update on all outstanding legal matters, litigation and claims (semi-annually).

3. Any additional information, which Intact, acting reasonably, may been necessary from time to time.

OTHER GENERAL CONDITIONS:

1. The Contractor shall promptly advise Intact of the following:
    i. Significant changes in financing terms, or major acquisitions and purchases.
    ii. Changes in senior management or ownership of the Contractor
    iii. Significant disputes, liens, litigation, or anticipated write-offs (bad debts or asset values)
    iv. Any notice of non-compliance or demand made by the Contractor's bank.

2. The Bonding Facility will be subject to underwriting review from time to time at the discretion of Intact. Notwithstanding anything to the contrary contained herein, Intact has the right, at all times, in their sole discretion, to decline to execute, provide or procure bonds or other surety documents requested by or on behalf of the Contractor or to otherwise terminate the Bonding Facility.

3. It is to be expressly understood that any and all indemnity agreements shall supersede this document.

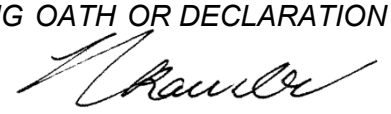
QM Environmental Group

DocuSigned by:
Agnes Wietrzynski
B22D0C6C1FB345B...

WeShall Investments

DocuSigned by:
0396A1CFBD5542E...

THIS IS **EXHIBIT "BB"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*



A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

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CAPITAL RETENTION AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made under the laws of the Province of **Ontario** and entered into in favour of **INTACT INSURANCE COMPANY** and all affiliates, subsidiaries, divisions, successors, assigns, co-sureties and reinsurers (hereinafter collectively called the ñ**Surety**ò) by (the ñ**Contractor**ò) and

WESHALL INVESTMENTS INC.

2539593 ONTARIO INC.

QM GP INC.

QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

HIGHPOINT ENVIRONMENTAL SERVICES INC.

QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.

(hereinafter collectively called the ñ**Indemnitors**ò).

Whereas the Contractor, in the transaction of its business and in the performance of contracts and in the fulfillment of obligations generally, individually, or jointly with others, may desire or may be required from time to time to give certain bonds, undertakings, or instruments of guarantee (hereinafter called the ñ**Bond**ò or ñ**Bonds**ò); and

Whereas at the request of the Contractor and Indemnitors (hereinafter collectively called the ñ**Undersigned**ò) and upon the express condition that this instrument be executed, the Surety has executed or procured the execution of, or may from time to time hereafter execute or procure the execution of Bonds, but is not under any obligation to do so, nor is the Contractor under any obligation to procure the Bonds from the Surety; and

Whereas the Surety requests that certain capital retention requirements be imposed on the Contractor in order to protect the financial condition of the Contractor and its ability to discharge its obligations to Surety and others; and

Now therefore in consideration of the premises and the execution or procurement of any such Bond or Bonds and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to such execution, the parties hereto agree and bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. The Undersigned agree that they shall not sell, assign, declare dividends, loan, transfer or otherwise dispose of any assets and property of the Contractor which could result in the Working Capital of the Contractor (as defined herein) being less than $15,000,000é 00/100 Dollars and/or the Tangible Net Worth of the Contractor (as defined herein) being less than $12,500,000é 00/100 Dollars, without the express prior written consent of the Surety. The Surety's consent under this Section shall not be unreasonably withheld.

2. "**Working Capital of the Contractor**" as used in this Agreement shall mean, as of any applicable date of determination by the Surety, the excess of (i) current assets of the Identified Entities (as defined in this Section 2) after all appropriate deductions including, without limitation, reserves for accounts receivables over 120 days excluding holdbacks, accounts receivables based on claims or in dispute, non-billable work in progress, prepaid expenses, intangible assets, loans or advances to affiliates, and investments or advances to subsidiaries, less (ii) all current liabilities. For the purposes of this Section 2, ñ**Identified Entities**ò shall refer to (i) QM GP INC., QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., HIGHPOINT ENVIRONMENTAL SERVICES INC., QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC., and (ii) any other entities which Surety may determine from time to time.

3. "**Tangible Net Worth of the Contractor**" as used in this Agreement shall mean, as of any applicable date of determination by the Surety, the excess of (i) the net book value of all assets (other than all items of indebtedness, obligation or liability due from affiliates, including stockholders and intangible assets) of the Identified Entities (as defined in this Section 3) after all appropriate deductions including, without limitation, reserves for accounts receivable over 120 days excluding holdbacks, accounts receivables based on claims or in dispute, non-billable work in progress, obsolescence, depreciation and amortization, all as determined in accordance with Canadian Accounting Standards for Private Enterprises (ASPE), less (ii) all indebtedness, obligation or other items that should be classified as a liability in accordance with ASPE, except those items of indebtedness to the Indemnitors, if any, as more particularly determined from time to time by the Surety. For the

purposes of this Section 3, "**Identified Entities**" shall refer to (i) QM GP INC., QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC., HIGHPOINT ENVIRONMENTAL SERVICES INC., QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC., and (ii) any other entities which Surety may determine from time to time.

4. The Undersigned agree that they will not allow any assets or property to be attached, except in a bona fide, arm's length transaction directly related to the business of the Contractor.

5. (a) The Indemnitors agree that in the event the Contractor makes any payments in breach of Section 1 of this Agreement, any such payment made to the Indemnitors, or any one of the Indemnitors, will be held by Indemnitors, or any one of the Indemnitors, as agents for the Surety and in trust for the benefit of the Surety. Such funds received by the Indemnitors, or any one of the Indemnitors, in trust for the benefit of the Surety shall be turned over to the Surety on demand in the event that the Surety incurs a Loss with respect to any of the Bonds issued by the Surety. If such unauthorized payments are not turned over to the Surety or properly held in trust for the Surety, the Indemnitors hereby agree to jointly and severally indemnify and hold harmless the Surety for any and all loss suffered, incurred or sustained by the Surety, directly or indirectly caused or contributed to, as a result of such breach by the Indemnitors, or any one of the Indemnitors. In the event of a breach of this Agreement, the Surety may, with or without notice or demand, declare the Loss, if any, to be immediately due and payable together with any interest accrued thereon. "**Loss**" as used in this Capital Retention Agreement shall mean any and all losses, costs, damages or expenses of whatever kind including but not limited to interest, court costs and counsel fees which the Surety suffers, incurs or sustains as a result of or in connection with any Bond or Bonds executed or procured by the Surety. Any itemized statement of Loss sworn by an officer or authorized representative of the Surety or other evidence of such Loss shall be prima facie evidence of the fact and extent of the liability of the Undersigned to the Surety and shall be binding and conclusive in any matter arising between the parties.

   (b) All parties agree that in the event the Surety becomes aware that any payments or other transactions have been made by the Contractor in breach of Section 1 of this Agreement, the Surety will notify each of the Undersigned in writing of this determination. The Surety will give the Contractor the opportunity to reclaim such payment or revoke such transaction and/or will give the Indemnitors the opportunity to return any such payments to the Contractor, in either case within the time period determined by the Surety, so that the Tangible Net Worth of the Contractor is not less than $12,500,000…00/100 Dollars and Working Capital of the Contractor is not less than $15,000,000…00/100 Dollars. For avoidance of doubt, it is understood by the parties that at any and all time during which the Tangible Net Worth of the Contractor is less than $12,500,000…00/100 Dollars and Working Capital of the Contractor is less than $15,000,000…00/100 Dollars due to a breach of Section 1 of this Agreement, the Indemnitors' obligations to the Surety under Section 5 (a) of this Agreement shall be and remain in full force and effect.

6. This Agreement shall apply to Bonds executed and furnished by the Surety, and Bonds procured by the Surety and executed by another company as sole surety or as a co-surety or reinsurer.

7. This Agreement shall apply to Bonds executed and/or procured by the Surety both before and after the date at which this Agreement was signed, and all alterations, renewals, extensions and modifications thereof.

8. The Undersigned agree that the Surety shall continue to have whatever rights the Surety has or may have as set forth in any General Application and Indemnity Agreement or Subordination Agreement entered into by the parties hereto in favour of the Surety and such agreements shall still be binding and in full force and effect. Similarly, the indemnities herein provided by

WESHALL INVESTMENTS INC.	**2539593 ONTARIO INC.**
QM GP INC.	**QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.**
QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.	**QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.**
TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.	**HIGHPOINT ENVIRONMENTAL SERVICES INC.**
QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.	

   do not extend to or apply to any other obligations or other agreements beyond the terms and conditions of this Capital Retention Agreement.

9. It is understood and agreed that this Agreement constitutes the complete and exclusive expression and the whole of the understanding, discussions and agreements by and among the parties hereto and all prior discussions, agreements, statements and representations whether written or oral which relate in any way to the terms of this Agreement, with the exception of any and all General Application and Indemnity Agreements or Subordination Agreements, are hereby superseded and shall be given no force or effect in relation to the matter of capital retention. No promise, inducement or

representation has been made to the Undersigned other than that which is expressly stated in this Agreement. Each Undersigned is executing this Agreement after having had the opportunity to have full consultation with counsel of the Undersigned's choice. The final terms of this Agreement have been concluded after discussions and negotiations with the parties hereto and no ambiguity shall be construed against the Surety or any party to this Agreement by virtue of their involvement in the drafting of this Agreement.

10. No delay on Surety's part in exercising any rights hereunder or failing to exercise the same shall operate as a waiver of such rights. In addition, no notice to or demand on the Undersigned shall be deemed a waiver of Surety's right to take further actions without notice or demand.

11. The Undersigned hereby acknowledge that the representations and warranties made to the Surety in Section 8 and Section 9 above are material terms of the parties' agreement and serve as consideration for Surety executing this Agreement.

This Agreement is continuous over an indefinite period and may not be modified or amended except in writing duly signed by an authorized representative the Undersigned and accepted by Surety, in writing. However the Indemnitors reserve the right to terminate this Agreement as a continuing inducement to the Surety for the execution and/or procurement of Bonds upon written notice of not less than thirty (30) days to the Surety at its administrative office at **700 University Avenue Toronto, Ontario** whereupon the effect of this Agreement shall be limited to Bonds executed and/or procured before the effective date of this notice.

This Agreement shall be interpreted in accordance with the laws of the Province named on the first page of this Agreement and the laws of Canada applicable in such Province. Each of the Undersigned hereby expressly submits to the non-exclusive jurisdiction of the courts of such Province. Each Undersigned is the agent for each of the other Undersigned for the purpose of accepting service of the process.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Signed, sealed & dated this 28th day of June, 2024.

WESHALL INVESTMENTS INC.

Witness

Per: DocuSigned by: Frank DeLuca 22FDDCB111F5405...

Print Name & Title: Frank DeLUca, Chief Legal Officer

2539593 ONTARIO INC.

Witness

Per: DocuSigned by: 15D3B575A647422...

Print Name & Title: President

QM GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

HIGHPOINT ENVIRONMENTAL SERVICES INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

QM POINTS CONTRACTING LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM POINTS CONTRACTING GP INC.

Witness

Per: DocuSigned by: Agnes Wietrzynski 159FA62DE26C42C...

Print Name & Title: Agnes Wietrzynski, CEO

THIS IS **EXHIBIT "CC"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

The Bank of Nova Scotia

Trade Services Centre
2nd Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTTPT

Irrevocable Standby Letter of Credit No.: OSB91888TOR

Beneficiary:
Intact Insurance Company
700 University Avenue, Toronto,
ON, M5G 0A1, Canada

Applicant:
Kingsdale Partners Limited
Partnership on behalf of QM
Environmental LP, 120 Front Street
E, 2nd Floor,Toronto, ON M5A 4L9 Canada

Date of Issue:
June 28, 2024

Date and Place of Expiry:
June 27, 2025 at our counter

Amount:
CAD 5,000,000.00 Five Million Canadian Dollars

ORIGINAL

To: Intact Insurance Company
700 University Avenue, Toronto
ON, M5G 0A1
Attn: Vice President of Surety, Ontario & Atlantic

We have established this clean, irrevocable and unconditional Letter of Credit in Intact Insurance Company's (referred to as "you" throughout this letter) favor as beneficiary for drawing up to an aggregate of CAD 5,000,000.00 (Five Million and 00/100 Canadian Dollars) effective immediately. This Letter of Credit is issued, presentable and payable at our office at The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario, M4T 1Z3, Canada, and expires with our close of business on June 27, 2025. Except when the amount of this Letter of Credit is increased, this Credit cannot be modified or revoked without your consent.

The term "beneficiary" includes any assign and any successor by operation of law of the named beneficiary including, without limitation, any such liquidator, rehabilitator, receiver or conservator.

We hereby undertake to promptly honor your sight draft(s) drawn on us indicating our Credit No. OSB91888TOR, for all or any part of this credit upon presentation of your draft drawn on us at The Bank of Nova Scotia, Trade

The Bank of Nova Scotia

Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario, M4T 1Z3, Canada, on or before the expiration date hereof or any automatically extended expiry date.

Except as expressly stated herein, this undertaking is not subject to any agreement, requirement, condition or qualification. Our obligation as the issuing bank under this Letter of Credit is our individual, direct obligation, and it is in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement.

This Letter of Credit is deemed to be automatically extended without amendment for one year from the expiration date hereof and for consecutive one year periods from each successive anniversary of the expiration date hereof, unless at least 60 days prior to such expiration or anniversary date, we notify you by registered mail or courier that this Letter of Credit will not be extended for any such additional period.

Except so far as otherwise expressly stated this credit is subject to the version of the ICC Uniform Customs Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the Date of Issue. If this Credit expires during an interruption of business, we hereby specifically agree to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Please direct any written correspondence or inquiries regarding this Letter of Credit, including any returns or cancellations, to The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario, M4T 1Z3, Canada.

Regards,

Ledia Dervishaj

Kamrun Nessa

Authorised Signature(s)

ORIGINAL

THIS IS **EXHIBIT "DD"** REFERRED TO IN THE AFFIDAVIT OF **AGNIESZKA BARRETT** SWORN REMOTELY BY **AGNIESZKA BARRETT** STATED AS BEING LOCATED IN THE CITY OF BURLINGTON BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 28TH DAY OF JULY 2025, IN ACCORDANCE WITH O. REG 431/20, *ADMINISTERING OATH OR DECLARATION REMOTELY*

A COMMISSIONER FOR TAKING AFFIDAVITS

NATASHA RAMBARAN
LSO # 80200N

General Application and Indemnity Agreement

This agreement is made and entered into as of this 4th **day of** June, 20 23.

BY:

INDEMNITORS

QM GP INC.

QUANTUM HOLDINGS LMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER QM GP INC.

CIPS/QM INC.

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

HIGHPOINT ENVIRONMENTAL SERVICES INC.

CAMBIUM INDIGENOUS PROFESSIONAL SERVICES (CIPS) INC.

(each hereinafter collectively referred to as the "Indemnitors"),

IN FAVOUR OF

INTACT INSURANCE COMPANY
ATLANTIC SPECIALTY INSURANCE COMPANY
(hereinafter referred to individually and collectively as the "Surety").

The Indemnitors hereby agree that the provisions of this General Application and Indemnity Agreement apply to Performance and Labour and Material Payment Bonds, Bond No. 902010693 issued by the Surety.

WHEREAS:

A. The Indemnitors, or any one or more of them, acting alone or as part of a joint venture, partnership, trust or association with others may, from time to time, desire, or be required, to procure the issuance by the Surety of one or more Bonds (as hereinafter defined) and requests may be made, from time to time, that the Surety amend, modify, continue, renew, extend or refrain from cancelling such Bonds;

Each of the Indemnitors has and expects that it will continue to have a material interest in any Indemnitor on whose behalf the Surety may be requested to issue Bonds and has and expects that it will continue to have business relations and dealings with each of the other Indemnitors;

B. Each of the Indemnitors (as hereinafter defined) understands that the Surety expressly requires the delivery of this Agreement as part of the consideration for the issuance by the Surety of any Bonds which may hereafter be issued, or which may have been issued in reliance upon a representation by the Undersigned that this Agreement would be executed, or for the Surety amending, modifying, continuing, renewing, extending or refraining from cancelling any Bonds.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and the payment of the sum of $10.00 and other good and valuable consideration now paid by the Surety to each of the Undersigned (the receipt and sufficiency of which is hereby acknowledged), the Indemnitors and each of them jointly and severally covenant and agree with the Surety as follows:

1. Interpretation. In this Agreement:
   (a) "Agreement" means this general indemnity agreement as amended and supplemented from time to time;
   (b) "Bonds" means any one or more contracts of suretyship, guarantee or indemnity provided or procured by the Surety at the request of the Indemnitors or any person or legal entity whose name is furnished to the Surety by any of the Indemnitors for the same purpose, or any one or more of them acting alone or as part of a joint venture, partnership, trust or association with others and any agreements or consents to provide or procure the same and the continuation, extension, alteration, amendment, increase, decrease, renewal, replacement or substitution thereof,
   (c) "Bonded Contracts" means any and all contracts in respect of which any Bonds have been or may hereafter be issued and all documents related thereto, including without limitation, drawings, plans and specifications;
   (d) "Principal" shall mean the Indemnitor who is named as Principal in any Bonds issued by the Surety on behalf of the Indemnitors;
   (e) "Obligee" is the entity identified as the Obligee in any Bonds issued by the Surety at the request of an Indemnitor;
   (f) wherever the singular is used in this Agreement the same shall be construed as including the plural, wherever the plural is used in this Agreement the same shall be construed as including the singular and wherever the neuter is used in this Agreement the same shall be construed as including the feminine, masculine or body corporate where the context or the parties so require and the words "Principals" or "Indemnitors" or any pronoun referring to any of them, whether singular or plural, is to be construed as referring to the undersigned person or persons whether they be individuals, partnerships, trusts, associations, joint ventures or corporations and any reference to the Principals or the Indemnitors shall include each of the Indemnitors separately and all of them collectively as the context

may require;

(g) the headings in this Agreement are inserted for convenience of reference only and shall not form a part of the interpretation of this Agreement;

(h) this Agreement shall be governed by and construed in accordance with the laws of the province of Ontario;

(i) this Agreement shall be jointly and severally binding upon each of the Indemnitors and their respective heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Surety and its successors and assigns (including, for greater certainty, its assigns further to an acquisition of portfolios or otherwise).

2. Beneficial Interest and Authority.
   (a) Each of the Indemnitors represents and warrants to the Surety that each of the Indemnitors has a substantial, material and beneficial interest in the obtaining of any Bonds by the Principals and ensuring that the Surety does not cancel any Bonds;
   (b) Each of the Indemnitors agrees that their obligations as confirmed by this Agreement shall extend to any Principal for which a Bond has been issued at the request of one or more of the Indemnitors, regardless of the name of the Principal.

3. Indemnity. Each of the Indemnitors covenants and agrees to indemnify and hold harmless the Surety from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses of whatever kind or nature, including fees and disbursements of adjusters, consultants and solicitors, which the Surety shall or may at any time incur in respect of any of the following:
   (a) by reason or in consequence of its issuance of any Bonds regardless of whether the Bonds have been issued prior to, simultaneously with or subsequent to the execution of this Agreement; and
   (b) by reason or in consequence of the failure of the Indemnitors or a Principal or any of them to observe or perform any of the terms or conditions of this Agreement, any Bonds or any Bonded Contracts; and
   (c) any litigation, investigation, collection of premiums, charges or fees or other matters connected with any Bonds, including without limitation, any claim made against the Indemnitors to enforce this Agreement or otherwise, and each of the Indemnitors covenants and agrees to pay forthwith on demand to the Surety all sums of money which the Surety or its representatives shall pay or cause to be paid or become liable to pay on account of any Bonds including Bonds previously executed and on account of any damages, costs, charges and expenses of whatever kind or nature incurred in connection therewith, such payment to be made to the Surety as soon as the Surety shall have become liable therefor, whether the Surety shall have paid out such sum or any part thereof or not, and the Surety is hereby authorized to collect all such amounts (including solicitor's fees and disbursements, on a solicitor and own client basis, incurred in enforcing the obligations herein) in any action or proceeding and to include the same in any judgment or award.

4. Payment of Fees. Each of the Indemnitors covenants and agrees to pay to the Surety, in advance of the issuance thereof, all premiums, charges or other fees charged by the Surety for each of the Bonds, and agrees to continue to pay in advance all premiums, charges or other fees charged by the Surety in connection with such Bonds until the Surety shall be discharged and released from any and all liability or responsibility under all the Bonds, and all matters arising therefrom and the Surety shall have received written evidence, in form and substance satisfactory to the Surety, of its release as aforesaid.

5. Performance of Obligations. Each of the Indemnitors covenants and agrees to observe and perform and cause each of the other Indemnitors to observe and perform all of their respective obligations under the Bonds, the Bonded Contracts and this Agreement.

6. Authority of Surety. Each of the Indemnitors authorize the Surety to use its absolute discretion to:
   (a) pay, adjust, settle or compromise any claim, liability, demand, suit, cost, expense or judgment under any Bonds, without the consent of or notice to the Indemnitors and any such payment, adjustment, settlement or compromise shall be binding on the Indemnitors. In the event that any one or more of the Indemnitors request, in writing, the right to litigate a claim or demand or to defend a suit or to appeal a judgment the Surety may, in its sole discretion, permit the Indemnitor or Indemnitors to litigate such claim or demand or to defend such suit or appeal, provided that the Indemnitor or Indemnitors deposit with the Surety collateral, satisfactory to the Surety, in an amount sufficient to pay any judgment rendered or that may be rendered, including interest, costs and expenses (including solicitor's fees and disbursements, on a solicitor and own client basis) and complies with any other terms and conditions that the Surety may require;
   (b) from time to time, increase or decrease the penalty of any Bonds, change the Obligee or Obligees named in any Bonds, execute or consent to the execution of any continuance, extensions, enlargements, modifications, changes, alterations or renewals of any Bonds, and to execute any substitute therefor, with the same or different conditions, provisions and Obligee or Obligees, and with the same or larger or smaller penalty, all without notice to or consent of the Indemnitors, and it is hereby agreed that each of the Indemnitors will remain bound under this Agreement even though such action by the Surety may increase the liability of the Indemnitors.

7. Settlement of Claims. The liability of each of the Indemnitors to indemnify the Surety under this Agreement shall extend to and include, the full amount of any and all monies paid by the Surety in the settlement or compromise of any claims, liabilities, demands, damages, suits, costs, expenses or judgments brought, made or obtained in respect of or in any way related to the Bonds, Bonded Contracts, this Agreement or otherwise, whether the Surety is liable therefor or not, as well as any and all disbursements on account of costs and all solicitor's fees and disbursements on a solicitor and own client basis which may be incurred in connection therewith.

8. Bonded Contracts. If any Bonds have been or are to be given in connection with Bonded Contracts, the Surety is hereby authorized in its sole discretion, but not required:
   (a) to consent to any change in the Bonded Contracts or any one or more thereof, or in the plans and specifications relating thereto,
   (b) from time to time to make or guarantee advances or loans for the purpose of the Bonded Contracts without obtaining any further approval or consent for such guarantee or loan from the Indemnitors and without obtaining any approval or consent from the Indemnitors as to the application of such advances or loans, it being agreed that the amount of all such advances or loans shall be conclusively deemed to be a loss in consequence of the issuance of the Bonds for the purposes of this Agreement,
   (c) in the event of the abandonment, forfeiture or breach of any Bonded Contracts or the breach of any Bonds, given for the performance thereof or in connection therewith or the failure, neglect or refusal of the Indemnitors to pay for labour, material or both, used or reasonably required for use in the performance of the Bonded Contracts (whether or not the Surety shall be liable to the labourers, sub-contractors or suppliers of material under the terms of any Bonds), to complete the Bonded Contracts or cause the same to be completed or to consent to the completion thereof and take any other action with respect thereto which the Surety in its sole discretion may deem appropriate.

9. Assignment and Security Interest. As continuing collateral security for all of the debts, liabilities and obligations of each of the Indemnitors to the Surety, including without limitation, the obligations of each of the Indemnitors under this Agreement:
   (a) each of the Indemnitors hereby assigns, transfers and sets over to the Surety and grants to the Surety a security interest in, all right, title and interest of each of the Indemnitors in and to:
      (i) any and all rights and benefits under any and all contracts, including without limitation the Bonded Contracts, any subcontracts or supply contracts in connection with any Bonded Contracts, and contracts relating to unbonded projects, including any and all sums now or at any time and from time to time owing to the Indemnitors or any of them under any such contracts including all monies earned thereunder or with respect thereto including without limitation all holdbacks, claims for extras and claims on account of breach or alleged breach of contract and each of the Indemnitors hereby authorises the Surety to endorse in the name of the Indemnitors or any of them and to collect any cheques, contracts, warrants or other instruments made or issued in payment of any sum or sums and to disburse the proceeds thereof as the Surety may see fit;
      (ii) all claims of builders lien or other security available to the Indemnitors or any of them under any contract or any relevant legislation;
      (iii) any and all monies due under any insurance contracts, including without limitation insurance contracts relating directly or indirectly to Bonded Contracts and insurance contracts relating directly or indirectly to unbonded projects;
      (iv) all rights and benefits under any sub-contracts, supply contracts or other contracts let in connection with any projects, whether bonded or unbonded, including without limitation, in connection with the Bonded Contracts and any and all other contracts or agreements related to the Bonded Contracts, including any and all monies owing under such sub-contracts, supply contracts and other contracts;
      (v) all rights and benefits under any and all bonds or guarantees issued in relation to subcontractors, suppliers or others in connection with any project, whether bonded or unbonded, including without limitation, in connection with the Bonded Contracts;
      (vi) all machinery, plant and equipment, tools and materials, work in progress, computer programs, computers, disks, files and records which shall be upon the site or sites of the work or elsewhere (including the sites of unbonded projects) required for the purposes of the Bonded Contracts or any other contracts or which in the sole opinion of the Surety may be required for the Bonded Contracts or any other contracts, including all material ordered therefor; and
      (vii) any and all proceeds derived directly or indirectly from any dealing with any of the foregoing; and
   (b) each of the Indemnitors hereby assigns, transfers and sets over to the Surety and grants to the Surety a security interest in, all of their respective present and after acquired property, assets and undertaking of every nature and kind and wheresoever situate.

   This assignment and security interest shall be effective as of the date of execution of this Agreement as to any contracts executed prior to or contemporaneously with this Agreement (except that nothing herein shall limit the right of the Surety to claim under any prior assignment or security interest whether the Indemnitors shall have been parties to the said assignment or security interest or not). If the Indemnitors, or any of them, shall execute any contracts after the execution of this Agreement then this assignment and security interest shall be effective as of the respective execution date of each such contract. The Surety will not take steps to enforce the assignment and security interest provided in this paragraph unless:
      (i) there is a default under the terms or conditions of:
         A. any Bonds; or
         B. any Bonded Contracts; or
         C. any subcontracts or supply contracts entered into in connection with any Bonded Contracts; or
         D. this Agreement, or
      (ii) any of the Bonded Contracts are abandoned or forfeited; or
      (iii) there has been a failure, neglect or refusal to pay for labour, material or both, used or reasonably required for use in performance of the Bonded Contracts (whether or not the Surety shall be liable to the labourers, sub-contractors or suppliers of material under the terms of any Bonds) or a claim of builders lien or similar claim is filed with respect to such failure, neglect or refusal to pay; or
      (iv) a receiver, receiver-manager, monitor, liquidator or trustee is appointed for any of the Indemnitors or any of their assets or any of the Indemnitors becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or any other proceedings are taken by or against any of the Indemnitors under the Bankruptcy and Insolvency Act, the Companies' Creditors Arrangement Act or otherwise; or
      (v) any other event occurs which causes the Surety, in good faith, to believe that the Surety may be exposed to any loss, damage, expense, claim, liability or suit.

   Upon the occurrence of any of the foregoing events, the Surety shall be entitled, without notice to the Indemnitors, to enforce this assignment and security interest using any and all methods available to it, and for the purposes of this assignment and security interest there shall be no distinction between any specific Bonded Contract on which a default occurred and any other contracts for the purpose of establishing the Surety's rights under this assignment and security interest to any and all monies then due to the Indemnitors or any of them on account of any contracts to which the Indemnitors or any of them is a party regardless of whether such contracts shall have been bonded by the Surety or not. Each of the Indemnitors agrees that all funds due or to become due to the Indemnitors or any of them under any Bonded Contracts are received and held by the Indemnitors in trust for the benefit of all persons to whom the Indemnitors incurs, obligations in the performance of such Bonded Contract, for which the Surety would be liable under such Bond and if the Surety assumes or discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

10. Power of Attorney. Each of the Indemnitors hereby irrevocably constitutes and appoints the Surety, or any person or persons designated by the Surety, as its attorney to exercise all of its rights assigned, transferred or set over to the Surety by this Agreement, to collect and to endorse in the name of the Indemnitors and to cash any cheque, money order or other instrument created or issued in payment of funds payable under any contracts, including without limitation the Bonded Contracts, and in its name to execute and deliver any and all additional or other assignments, instruments or documents deemed necessary or desirable by the Surety to give effect to the provisions of this Agreement.

11. Additional Beneficiaries. All of the terms and conditions of this Agreement are for the benefit of the following parties:
   (a) any successors or assigns of the Surety, including as a result of amalgamations, mergers, acquisitions of portfolios, or otherwise; and
   (b) any surety or co-surety, joint or several, any reinsurance company and any other surety (including any present or future direct or indirect affiliates of the Surety) procured by the Surety to execute or procure a Bond or Bonds, whether or not such Bond or Bonds are executed or procured by the Surety or whether or not the Surety retains any interest in any such Bond or Bonds (collectively, the "Beneficiaries"). Additionally, each of the Indemnitors hereby constitutes and appoints the Surety as agent for each of the Indemnitors for the purpose of procuring the execution or procurement of Bonds, and each of the Indemnitors covenants and agrees with the Surety as agent for any and all such Beneficiaries that the rights and benefits of this Agreement shall extend and apply to each of the Beneficiaries, to the same extent as if they were a party to this Agreement as the Surety. To better assure the Beneficiaries such rights and benefits, each of the Indemnitors covenants and agrees to indemnify and hold harmless the Beneficiaries and each of them on the same terms and conditions

applicable to or for the benefit of the Surety in this Agreement. The Surety hereby declares that it is the trustee of all of the rights of the Beneficiaries under the foregoing covenants.

12. Costs, Interest and Statement of Surety.
    (a) If the Surety shall commence proceedings to enforce any obligation of the Indemnitors under this Agreement, the Indemnitors shall be liable for the costs and expenses, including all solicitor's fees and disbursements (on a solicitor and own client basis), incurred in connection with such proceedings, and such costs and expenses shall be included in any judgment or award that shall be rendered against the Indemnitors.
    (b) Each of the Indemnitors covenants and agrees to pay to the Surety interest on any and all amounts due to the Surety under this Agreement at the prime interest rate of Royal Bank of Canada plus 2% per annum calculated from the date upon which the Indemnitors or any of them shall have become liable to the Surety pursuant to the terms of this Agreement to the date of payment by the Indemnitors. The prime interest rate of Royal Bank of Canada is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. Any claim by the surety for such interest shall not merge in any judgment or award against the Indemnitors or any of them and any such judgment or award shall bear interest at such rate until paid.
    (c) A statement, made by the Surety, of any liabilities, payments, settlements, compromises or other matters for any purpose specified herein, certified by an officer of the Surety, shall be conclusive evidence of the liability of the Indemnitors to reimburse the Surety for such amounts, with interest as provided in paragraph 12(b) above

13. Release of Surety. The Surety may, at any time, without releasing or discharging the Indemnitors or any of them from any claim, demand, damage, action, costs, liability, or any other expense, take such action as it might deem necessary in its absolute discretion, and without the necessity of showing any cause, to obtain its release from any and all liability under any Bonds, and each of the Indemnitors further covenants and agrees to indemnify the Surety against any and all charges, liabilities and expenses, including solicitor's fees and disbursements, on a solicitor and own client basis, of whatever nature which the Surety may incur or be put to in obtaining such release.

14. Co-operation. Each of the Indemnitors covenants and agrees to co-operate fully with the Surety in all its investigations and actions both before and after any claims or demands are made or any default occurs under this Agreement, any Bonded Contracts or any Bonds.

15. Disclosure of Information. Each of the Indemnitors covenants and agrees to provide full disclosure of his or its financial and business affairs to the Surety at all times. The Surety has the right at all times and from time to time to examine and copy all books, records and accounts of each of the Indemnitors, no matter where located. Each of the Indemnitors hereby irrevocably authorises the Surety at all times to obtain from, and authorise disclosure to the Surety by financial institutions, credit reporting agencies, property owners, architects, consultants, accountants, contractors, trade suppliers, and other persons having business or financial dealings with the Indemnitors, or any of them, of such business and financial information about the Indemnitors, or any of them, as the Surety considers necessary, including, but not limited to, the status of the work under any contracts, including without limitation, the Bonded Contracts, the condition of the performance of any contracts, including without limitation, the Bonded Contracts and the status of payment of accounts owed by any of the Indemnitors. Each of the Indemnitors covenants and agrees to immediately notify the Surety of any change in his or its name, or any actual or proposed amalgamation, merger, winding-up, reorganization or consolidation of any one or more of the Indemnitors with any other entity.

16. Settlement. It is agreed that in the event of any claim or demand being made by the Surety against the Indemnitors by reason of the execution of this Agreement, the Surety is expressly authorized to settle with any one or more of the Indemnitors individually and without reference to the others, and such settlement or composition shall not affect the liability of any of the other of the Indemnitors, and each of the Indemnitors hereby expressly waives any right or claim he or it may have to be discharged and released by reason of the settlement or composition with one or more of the Indemnitors (with or without consideration) and hereby consents to such settlement or composition that may be made.

17. Proceedings. Separate proceedings may be brought hereunder as causes of action accrue, and proceedings may be brought against any or all of the Indemnitors and proceedings upon one or more causes of action, or against one or more of the Indemnitors shall not prejudice or bar subsequent proceedings against the same or any or all of the Indemnitors on the same or any other cause or causes of action, whether theretofore or thereafter accruing, and this Agreement, being based upon a valuable consideration, shall be construed in accordance with the rules applicable to the obligations of a compensated Surety as broadly as the liability of the Surety is toward its Obligee.

18. Liability of the Indemnitors. The liability of each of the Indemnitors under this Agreement is not affected by:
    (a) the failure of any or all of the Principals to sign any Bonds,
    (b) the failure of the Surety to grant or procure any Bonds,
    (c) any claim that another indemnity or security was to have been obtained, or
    (d) the release of any indemnity, or the return or exchange of any collateral that has been obtained.
    In the event that any of the Indemnitors shall fail to execute this Agreement, or in case any of the Indemnitors who execute this Agreement shall not be bound for any reason, the other Indemnitors shall nevertheless be bound hereunder for the full amount of liability, loss, costs, damages, solicitor's fees and disbursements as aforesaid.

19. Reserve. If the Surety in its sole discretion elects at any time and from time to time to set up a reserve (the amount of which reserve shall be determined by the Surety in its sole discretion and which amount may be increased or decreased from time to time at the sole discretion of the Surety) to cover any claim, damages, liabilities, losses, suits, judgments, costs or expenses under any Bonds, then the Indemnitors covenant and agree, from time to time, immediately upon demand, to deposit with the Surety a sum of money or property with an unencumbered value or equity of not less than the amount of such reserve, and such sum or property, together with any other money or property which shall have been or is hereafter pledged as collateral security for the obligations of each of the Indemnitors under this Agreement, shall be held by the Surety as collateral security for all of the obligations of each and all of the Indemnitors under this Agreement. The Surety shall have no obligation to invest or provide any return on any monies or property so deposited.

20. No Obligation to Issue Bonds. The Surety does not guarantee the issuance of any Bonds or the acceptance thereof by the Obligee or Obligees named in any Bonds. The Surety shall have the absolute right to decline to issue or execute any Bonds for any reason whatsoever and without incurring any liability therefor and any refusal to issue or execute any Bonds will not affect the liability of the Indemnitors or any of them under this Agreement. The issuance or execution of one or more Bonds shall not constitute a waiver of the right of the Surety to decline to execute any other Bonds.

21. Application. This Agreement shall apply to all Bonds issued from time to time, whether prior to, contemporaneously with or subsequent to the execution of this Agreement, and this Agreement shall be binding upon:
    (a) any corporation or entity formed as a result of any amalgamation, reorganization, consolidation or merger of any one or more of the Indemnitors with any other entity; and
    (b) any joint venture, partnership, association or other form of common enterprise in which, at the time such Bonds were issued, the Indemnitors, or any one of them, was a member.

22. Remedies. The rights and remedies set forth in this Agreement:
    (a) are in addition to and not in substitution for any other rights and remedies that the Surety may have at law or in equity or otherwise and nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Surety might have if this Agreement were not executed
    (b) may not be waived, amended or modified unless in writing signed by all of the Indemnitors and the Surety and the exercise or failure to exercise any right or remedy at any time shall not constitute an election or waiver of such right or remedy;
    (c) are cumulative and this Agreement shall not be merged, terminated, amended or superseded by any other agreement unless such other agreement is signed by an authorized signatory of the Surety and expressly states that this Agreement is amended or terminated by such agreement, and the Surety shall not be required to exercise or exhaust it rights and remedies against any or all of the Principals before exercising its rights and remedies against the Indemnitors or any of them under this Agreement.

23. Waiver. Each of the Indemnitors hereby waives:
    (a) all right to claim any of their property, including homesteads, as exempt from levy, execution, sale, or other legal process, under the laws of Canada, any province or territory thereof, or under the laws or Constitution of the United States of America, any state or states, territory or possession thereof;
    (b) notice of the execution of any Bonds and notice of any breach thereof or of any act or default that may give rise to any claim under any Bonds or under this Agreement;
    (c) the right to receive a copy of any financing statement or financing change statement filed or registered by the Surety or any verification statement issued by the Personal Property Registry established under the relevant Personal Property Security Act or similar legislation.

24. Acknowledgement. Each of the Indemnitors acknowledges and agrees that he is not relying on any oral or written representations, warranties or statements by the Surety other than as specifically set forth in this Agreement.

25. Right of Contribution. None of the Indemnitors shall enforce any rights of contribution or indemnity against any of the Indemnitors or any property and undertakings of any of the Indemnitors until all of the obligations of all of the Indemnitors to the Surety under this Agreement have been satisfied in full.

26. Application for Bonds. Each of the Indemnitors authorizes the Surety to execute or procure the execution of Bonds without the necessity of a written application for each Bond and each of the Indemnitors agrees and confirms that the acceptance by the Surety of an application, written or otherwise, by or on behalf of any of the Indemnitors, shall constitute sufficient authority from the Indemnitors for the Surety to execute and issue such Bonds whether such application is received before or after the execution of this Agreement and such Bonds shall be within the provisions of this Agreement.

27. Independent Legal Advice. Each of the Indemnitors acknowledges that they have been advised to seek independent legal advice as to the execution and delivery of this Agreement and that they have executed this Agreement of their own free will and without any coercion or duress having being imposed upon them, and that they are of the age of majority in the Province or Territory in which they reside.

28. Notice of Determination. The obligations of all of the Indemnitors are and shall be continuous hereunder provided that any of the Indemnitors may by notice in writing given by registered mail addressed to the Surety, at its head office in Vancouver, British Columbia which shall be effective 7 days after actual receipt thereof by the Surety ("Notice"), determine the liability of the Indemnitor who gives the Notice PROVIDED THAT such Notice shall not in any way determine or affect the liability hereunder of the Indemnitor giving such Notice or the remaining Indemnitors with respect to any Bonds which the Surety has issued or is committed to issue, has procured the issue of or is committed to procure the issue of prior to the receipt of such Notice or any liabilities incurred or which may be incurred by the Surety pursuant thereto, including without limitation any past, present or future claims in respect of such Bonds, and such Notice shall not in any way affect the liability of those Indemnitors who do not give such Notice.

29. Additional Agreements. This Agreement is in addition to and not in substitution for any other indemnity agreements executed by the Indemnitors or any of them in favour of the Surety and the execution of any further indemnity agreements by the Indemnitors or any of them shall not have the effect of determining, cancelling or terminating this Agreement which shall remain in full force and effect unless expressly determined in writing by the Indemnitors and the Surety according to the terms hereof.

30. Further Assurances. Each of the Indemnitors covenants and agrees to execute and deliver all such further documents and do all such further acts and things as may be required by the Surety to carry out the intent and meaning of this Agreement.

31. Execution under Seal. Each of the Indemnitors acknowledges that it is the intention of each of the Indemnitors to execute this Agreement under seal and each of the Indemnitors specifically acknowledges and adopts the notation "(seal)" next to its execution hereof as its seal and such execution shall constitute conclusive evidence that this Agreement so executed is to take effect as a deed and be in all circumstances binding on each of the Indemnitors.

32. Severability. If any provision of this Agreement is declared or held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of any or all of the remaining provisions of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

33. Notice. Any notice required to be given under this Agreement shall be given either by personal delivery or by mailing same by prepaid registered mail to the address of the Indemnitors set forth herein or in the case of the Surety to the head office of the Surety in Vancouver, British Columbia, Canada and any such notice shall be deemed to have been received on the date of delivery, if delivered, and on the fifth business day following the date of mailing, if mailed. In the event of any known disruption of postal service, any notice shall be personally delivered.

34. This agreement may be executed in several parts in the same form and the parts so executed shall together form one original agreement, and the parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this agreement.

35. In case any of the parties mentioned in this agreement fails to execute the same, or in the case of the execution hereof by any of the parties is defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this agreement or the liability hereunder or any of the parties executing the same but each and every party so executing shall and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity has not existed.

36. Amendments. No modification, variation, or amendment of any provision of this Agreement shall be made except by written agreement executed by the Surety and each of the Indemnitors and no waiver of any provision hereof shall be effective unless made in writing by the party giving such waiver.

37. Choice of Language. The parties hereto have requested that this Agreement be drafted in the English language. Les parties aux présentes ont requis que la Présente Entente soit rédigée dans la langue anglaise.

38. Entire Agreement. EACH OF THE INDEMNITORS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE CAREFULLY READ AND UNDERSTOOD THIS AGREEMENT AND ACKNOWLEDGE AND AGREE THAT THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR ALTER THE OBLIGATIONS OF THE INDEMNITORS AS SET FORTH ABOVE.

In witness whereof each of the Indemnitors have hereunto set their hands and affixed their seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED:

x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) QM GP INC. x _____ Signature of Indemnitor Paris, ON Address of Indemnitor
x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC. x _____ Signature of Indemnitor Paris, ON Address of Indemnitor
x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC. x _____ Signature of Indemnitor Paris, ON Address of Indemnitor

x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC. x _____ Signature of Indemnitor Paris ON Address of Indemnitor
x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC. x _____ Signature of Indemnitor Paris, ON Address of Indemnitor
x _____ Signature of Witness SLAVICA MARKAC Name of Witness MILTON, ON Residential Address of Witness		(Seal) HIGHPOINT ENVIRONMENTAL SERVICES INC. x _____ Signature of Indemnitor Paris, ON Address of Indemnitor
x _____ Signature of Witness Daphine Harmon Name of Witness 105 Neebeesh Street Residential Address of Witness Curve Lake, ON K0L1R0		(Seal) CIPS/QM INC. x _____ Signature of Indemnitor 1109 MISSISSAUGA ST CURVE LAKE, ON Address of Indemnitor
x _____ Signature of Witness Daphine Harmon Name of Witness 105 Neebeesh Street Residential Address of Witness Curve Lake, ON K0L1R0		(Seal) CAMBIUM INDIGENOUS PROFESSIONAL SERVICES (CIPS) INC. x _____ Signature of Indemnitor 1109 MISSISSAUGA ST CURVE LAKE Address of Indemnitor

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, **20**____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 2023.

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

QM LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, 20____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 20 23

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

QMF LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, 20____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 20 23

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **QUANTUM HOLDINGS LIMTED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

QUANTUM HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, 20____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 2023

X _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

X _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

of **TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

TWT LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, QM GP INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, 20____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 2023.

X _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

X _____ (Seal)
Signature of Officer

AGNES WIETRZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CEO
(Title[s] of Officer[s])

Of **HIGHPOINT ENVIRONMENTAL SERVICES INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am _____ of
(Title of Certifying Officer)

HIGHPOINT ENVIRONMENTAL SERVICES INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the _____ day of _____, 20____, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 12TH day of JUNE, 2023

x _____
Signature of Witness

SLAVICA MARKAC
Full Legal Name of Witness

MILTON, ON
Full Residential Address of Witness

x _____ (Seal)
Signature of Officer

AGNES WIERZYNSKI
Full Legal Name of Officer

PARIS, ON
Full Residential Address of Officer

[intact] INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CHAIRPERSON
(Title[s] of Officer[s])

Of **CIPS/QM INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CHAIRPERSON of
(Title of Certifying Officer)

CIPS/QM INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 9th day of June, 2023, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 9th day of June, 2023.

X _____
Signature of Witness

Daphnae Harmon
Full Legal Name of Witness

105 Neebesh Street
Full Residential Address of Witness

Curve Lake, ON K0L1R0

X _____ (Seal)
Signature of Officer

CHAIRPERSON Michael Jacobs
Full Legal Name of Officer

1109 MISSISSAUGA ST CURVE LAKE ON
Full Residential Address of Officer

intact INSURANCE

Indemnity and Security Agreement Resolution & Certification

WHEREAS, the CHAIRPERSON
(Title[s] of Officer[s])

Of **CAMBIUM INDIGENOUS PROFESSIONAL SERVICES (CIPS) INC.** (hereinafter called the "Corporation") has/have executed or will execute a certain Indemnity and Security Agreement, copy of which is attached hereto and made a part hereof, in favour of INTACT INSURANCE COMPANY and ATLANTIC SPECIALTY INSURANCE COMPANY and all other beneficiaries mentioned therein (hereinafter called individually and collectively the "Surety"), protecting the said Surety in connection with its assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, and fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been or will be accepted by the said Surety upon the warranty of the said officer(s) that this Corporation has such interest in said suretyship as to empower it to make said Indemnity and Security Agreement.

NOW, THEREFORE, BE IT RESOLVED that the said officer(s) of this Corporation be, and are hereby, authorized to execute on behalf of this Corporation the said Indemnity and Security Agreement, and that the acts of said officer(s) of this Corporation who may have already executed said Indemnity and Security Agreement is/are hereby unanimously ratified and confirmed as the acts of this Corporation.

BE IT FURTHER RESOLVED that the aforesaid warranty that this Corporation has such an interest in said suretyship as to empower it to make said Indemnity and Security Agreement be, and it is hereby ratified and confirmed as the warranty of this Corporation.

I hereby certify that I am CHAIRPERSON of
(Title of Certifying Officer)

CAMBIUM INDIGENOUS PROFESSIONAL SERVICES (CIPS) INC.

that the above Resolution is a true and accurate copy of a resolution unanimously adopted by the Board of Directors at a meeting duly called and held on the 9th day of June, 2023, in the office of the said Corporation, at which meeting a quorum of the Directors were present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation, this 9th day of June, 2023.

X _____
Signature of Witness

Daphnie Harmon
Full Legal Name of Witness

105 Neebesh Street
Full Residential Address of Witness

Curve Lake, ON K0L1R0

X _____ (Seal)
Signature of Officer

CHAIRPERSON Michael Jacobs
Full Legal Name of Officer

1109 Mississauga Street
Full Residential Address of Officer

Curve Lake, ON K0L1R0

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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.

Court File No. 915

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF AGNIESZKA BARRETT

(Sworn July 28, 2025)

RECONSTRUCT LLP
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Lawyers for the Applicants

TAB 3

Court File No. CV-25-00748510-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 29TH
	)	
JUSTICE STEELE	)	DAY OF JULY, 2025

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

INITIAL ORDER

THIS APPLICATION, made by QM GP Inc. and Highpoint Environmental Services Inc. (the "**Applicants**" together with the Non-Applicant Related Parties (as defined below), the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Application, affidavit of Agnieszka Barrett sworn July 28, 2025 and the Exhibits thereto (the "**Barrett Affidavit**"), the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), the pre-filing report of A&M dated July 28, 2025 (the "**Pre-Filing Report**"), as the proposed monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for WeShall Investments Inc. ("**WeShall**" or the "**DIP Lender**"), and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the affidavit of service of Natasha Rambaran, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS** that each Applicant is a company to which the CCAA applies. Although not Applicants, QM LP, QMF LP, TWT LP and Quantum Holdings LP (collectively, the "**Non-Applicant Related Parties**"), together with the Applicants, shall enjoy all the benefits of the protections and authorizations provided in this Order and be subject to its terms.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Company shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Company is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Company shall be entitled to continue to utilize the central cash management system currently in place as described in the Barrett Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Company of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below) other than the Company, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in

its capacity as provider of the Cash Management System, an unaffected creditor under any plan of arrangement or compromise under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that the Company shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the fees and disbursements of any Assistants retained or employed by the Company in respect of these proceedings, at their standard rates and charges; and

(c) with the consent of the Monitor, amounts owing for materials, goods or services actually supplied to the Company prior to the date of this Order if, in the opinion of the Company and with the consent of the Monitor, such payment is necessary or desirable to avoid disruption to the operations of the Business or the Property of the Company during the CCAA proceedings.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Company shall be entitled but not required to pay all reasonable expenses incurred by the Company in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for materials, goods or services actually supplied to the Company following the date of this Order.

7. **THIS COURT ORDERS** that the Company shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes, and (iv) all other amounts related to such deductions or employee wages payable for periods following the date of this Order, and that are of a kind that could be subject to a demand under the statutory provisions specified in subsections 6(3)(a) through (c) of the CCAA.

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Company in connection with the sale of goods and services by the Company, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Company.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Company shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Company and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly on the first day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein, the Company is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Company to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. **THIS COURT ORDERS** that the Company with the consent of the Monitor and in consultation with the DIP Lender shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as defined below), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its Business or operations, and to dispose of redundant or non-material assets not exceeding $250,000 in any one transaction or $500,000 in the aggregate;

(b) disclaim such of its arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as such Company deems appropriate, in accordance with Section 32 of the CCAA; and

(c) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;

all of the foregoing to permit the Company to proceed with an orderly restructuring of the Business (the "**Restructuring**").

11. **THIS COURT ORDERS** that the Company shall provide each of the relevant landlords with notice of the relevant Company's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Company's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Company, or by further Order of this Court upon application by the Company on at least two (2) days' notice to such landlord and any such secured creditors. If the Company disclaims the lease governing such leased premises

in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Company's claim to the fixtures in dispute.

12. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Company and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Company in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including August 8, 2025, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), including without limiting the generality of the foregoing, any adjudication process pursuant to Part II.1 of the *Construction Act* (Ontario) or similar provisions in the other Provincial Lien Legislation (as defined in the Lien Regularization Order dated as of the date of this Order, the "**Lien Regularization Order**"), shall be commenced or continued against or in respect of the Company, the Monitor or any of their respective employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Company and the Monitor, or with leave of this Court, and any and all Proceedings currently underway against or in respect of the Company or its employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO PROCEEDINGS RELATED TO THIRD-PARTY INDEMNITY OBLIGATIONS

14. **THIS COURT ORDERS** that, during the Initial Stay Period, no Proceeding shall be commenced or continued, or enforcement step taken, against third parties that have provided an indemnity, guarantee, letter of credit, or similar obligation (collectively, the "**Third-Party**

Indemnity Obligations"), on behalf of the Company in respect to the Company's obligations under any construction project contract, in favour of Intact Insurance Company and Aviva Insurance Company of Canada. For greater certainty, and without limiting the generality of the foregoing, no Proceeding or enforcement step shall be taken against WeShall, 2539593 Ontario Inc., Kingsdale Partners Limited, KSS Holdco Inc., Alberta Chain & Rigging Inc., QM Points Contracting LP, TS LP, CIPS/QM Inc. or Cambium Indigenous Professional Services (CIPS) Inc., with respect to the Third-Party Indemnity Obligations during the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Company, the Monitor, or their respective employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property, including without limiting the generality of the foregoing: (a) any rights arising out of or in connection with the prompt payment deadlines or a notice of non-payment under the Provincial Lien Legislation; and (b) any rights in connection with a determination under the Provincial Lien Legislation, are hereby stayed and suspended except with the written consent of the Company and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Company to carry on any business which it is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, and (iii) subject to the terms of the Lien Regularization Order, prevent the filing of any registration to preserve or perfect a security interest.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Company, except with the written consent of the Company and the Monitor, or leave of this Court.

PRE-FILING VS POST-FILING SET-OFF

17. **THIS COURT ORDERS** that, no Person shall be entitled to set off any amounts that (a) are or may become due to the Company in respect of obligations arising prior to the date hereof

with any amounts that are or may become due from the Company in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Company in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Company in respect of obligations arising on or after the date of this Order, in each case without the consent of the Company and the Monitor, or leave of this Court, provided that nothing in this Order shall prejudice any arguments any Person may want to make in seeking leave of the Court or following the granting of such leave.

CONTINUATION OF SERVICES

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Company or statutory or regulatory mandates for the supply of materials, goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, benefit services, insurance, transportation services, utility, or other services to the Business or the Company or exercising any other remedy provided under the agreements or arrangements, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Company, and that the Company shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable Company entity in accordance with normal payment practices of the applicable Company entity or such other practices as may be agreed upon by the supplier or service provider and the applicable Company entity and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Company. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Company with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Company whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Company, if one is filed, is sanctioned by this Court or is refused by the creditors of the Company or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. **THIS COURT ORDERS** that the Company shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Company after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. **THIS COURT ORDERS** that the directors and officers of the Company shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $3,600,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Company's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

STAY OF PERFORMANCE BONDS

24. **THIS COURT ORDERS** that during the Stay Period, no Person, holding a Performance Bond (as defined in the Barrett Affidavit), including any Person named as an owner or obligee under such bond, shall be permitted to enforce and/or call on the Performance Bond

("**Performance Bond Claim**"), except with the written consent of the Company and the Monitor, or with leave of this Court, and any and all Performance Bond Claims currently under way against or in respect of the Company or affecting the Business or Property are hereby stayed and suspended pending further Order of this Court.

APPOINTMENT OF MONITOR

25. **THIS COURT ORDERS** that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Company with the powers and obligations set out in the CCAA or set forth herein and that the Company and its shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the Company pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Company's receipts and disbursements, Business and dealings with the Property and, among other things, review all disbursements for consistency with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the DIP Term Sheet (as defined below);

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Company to the extent required, in its dissemination, to the DIP Lender and its counsel, on a timely basis of financial and other information as agreed to between the Company and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender, and any such financial and other information provided to the DIP Lender shall also be provided to the Bank of Nova Scotia;

(d) advise the Company in its preparation of the Company's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis;

(e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Company, to the extent that is necessary to adequately assess the Company's Business and financial affairs or to perform its duties arising under this Order;

(f) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(g) perform such other duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or the *Occupational Health and Safety Act* (Ontario) and regulations thereunder or any similar legislation or regulation of Canada or a Province or Territory thereof (collectively, the "**Environmental Legislation**"); provided, however, that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Company and the DIP Lender with information provided by the Company in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Company is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Company may agree.

30. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Company shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Company on a weekly basis or as otherwise agreed among the parties.

32. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice (Commercial List).

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Company shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $400,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.

DIP FINANCING

34. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to obtain and borrow a super-priority, debtor-in-possession credit facility (the "**DIP Facility**") from the DIP Lender in order to finance the Company's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $14,000,000 unless permitted by further Order of this Court.

35. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in DIP Term Sheet between the Company and the DIP Lender dated as of July 28, 2025 (the "**DIP Term Sheet**"), which is attached as Appendix "B" to the Pre-Filing Report.

36. **THIS COURT ORDERS** that the Company is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 40 and 42 hereof.

38. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Company and the Monitor, may exercise any and all of its rights and remedies against the Company or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease

making advances to the Company and set off and/or consolidate any amounts owing by the DIP Lender to the Company against the obligations of the Company to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Company and for the appointment of a trustee in bankruptcy of the Company; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Property.

39. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Company under the CCAA with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES

40. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge, the Lien Charge (as defined in the Lien Regularization Order) and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

(a) **First** – Administration Charge (to the maximum amount of $400,000);

(b) **Second** – DIP Lender's Charge (to the maximum principal amount of $3,300,000 million plus interest, fees, and costs);

(c) **Third** – Directors' Charge (to the maximum amount of $3,600,000); and

(d) **Fourth** – Lien Charge.

41. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, holdbacks, trusts (including

deemed trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person except for a Person with a properly perfected Encumbrance on the Property who did not receive notice of the Application. The Company shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrances of which the Charges have not obtained priority pursuant to this Order. For greater certainty, the Charges shall rank in priority to any Person's interest over the Property pursuant to the Provincial Lien Legislation, provided that the Company's Property shall not include any accounts receivable under disclaimed project contracts that are subject to a trust under the Provincial Lien Legislation.

43. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Company also obtains the prior written consent of the Monitor and the beneficiaries of the applicable Charges (collectively, the "**Chargees**"), or further Order of this Court.

44. **THIS COURT ORDERS** that the Charges, the DIP Term Sheet, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes, other than as set out in paragraph 42 above; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Company of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Company entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Company pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

45. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant or Non-Applicant Related Party's interest in such real property leases.

SERVICE AND NOTICE

46. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in *The National Post* a notice containing the information prescribed under the CCAA; (b) within five (5) days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner or by electronic message to the e-mail addresses as last shown in the Company's records, a notice to every known creditor who has a claim against the Company of more than $1,000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

47. **THIS COURT ORDERS** that the service and electronic service of documents in this proceeding made in accordance with the Consolidated Civil Provincial Practice Direction and the Consolidated Practice Direction for the Toronto Region (collectively, the "**Practice Directions**") (each which can be found on the Ontario Superior Court of Justice website at https://www.ontariocourts.ca/scj/filing-procedures/provincial/ and https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, RRO 1990, Reg 194 (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and the applicable

Practice Directions, service of documents in accordance with the Practice Directions will be effective on transmission. This Court further orders that a case website for this proceeding shall be established with the following URL: www.alvarezandmarsal.com/QME (the "**Monitor's Website**").

48. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website, provided that the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

49. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Practice Directions or the CCAA and the regulations thereunder is not practicable, the Company, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission or electronic message to the Company's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Company and that any such service or distribution shall be deemed to be received on the earlier of: (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (Toronto) (or the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Time (Toronto); or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

50. **THIS COURT ORDERS** that the Company, the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

51. **THIS COURT ORDERS** that any interested party wishing to object to the relief sought in a motion brought by the Company or the Monitor in these CCAA proceedings shall, subject to further order of this Court, provide the service list in these proceedings with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. Eastern Time (Toronto) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicants.

COMEBACK DATE

52. **THIS COURT ORDERS** that the comeback motion shall be heard by a judge of the Ontario Superior Court of Justice (Commercial List) on August 7, 2025 at 11:00 a.m. Eastern Time (Toronto).

GENERAL

53. **THIS COURT ORDERS** that the Company or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

54. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Company, the Business, or the Property.

55. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Company, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Company and the Monitor and their respective agents in carrying out the terms of this Order.

56. **THIS COURT ORDERS** that each of the Company and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative

in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. **THIS COURT ORDERS** that any interested party (including the Company and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 40 and 42 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

58. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time (Toronto) on the date of this Order without any need for entry and filing.

_____

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

Court File No.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at *Toronto*

INITIAL ORDER

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Lawyers for the Applicants

TAB 4

Court File No.——

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ——	)	~~WEEKDAY~~TUESDAY, THE #~~-~~29TH
	)	
JUSTICE ——STEELE	)	DAY OF ~~MONTH~~JULY, ~~20YR~~2025

~~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 [APPLICANT'S NAME] (the "Applicant")~~

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

INITIAL ORDER

THIS APPLICATION, made by ~~the Applicant~~QM GP Inc. and Highpoint Environmental Services Inc. (the "**Applicants**" together with the Non-Applicant Related Parties (as defined below), the "**Company**"), pursuant to the *Companies'' Creditors Arrangement Act*~~, R.S.C. 1985, c. C-36, as amended~~ (Canada) (the ~~"~~"**CCAA**~~"~~") was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference via Zoom.

~~ON READING the affidavit of [NAME] sworn [DATE] and the Exhibits thereto, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for [NAMES], no one~~

~~appearing for [NAME][1]although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [MONITOR'S NAME] to act as the Monitor,~~

ON READING the Notice of Application, affidavit of Agnieszka Barrett sworn July 28, 2025 and the Exhibits thereto (the "**Barrett Affidavit**"), the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), the pre-filing report of A&M dated July 28, 2025 (the "**Pre-Filing Report**"), as the proposed monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for WeShall Investments Inc. ("**WeShall**" or the "**DIP Lender**"), and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the affidavit of service of Natasha Rambaran, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated[2] so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

~~2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.~~

~~[1] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~[2] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

~~PLAN OF ARRANGEMENT~~

2. ~~3.~~ **THIS COURT ORDERS** that ~~the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~each Applicant is a company to which the CCAA applies. Although not Applicants, QM LP, QMF LP, TWT LP and Quantum Holdings LP (collectively, the "**Non-Applicant Related Parties**"), together with the Applicants, shall enjoy all the benefits of the protections and authorizations provided in this Order and be subject to its terms.

POSSESSION OF PROPERTY AND OPERATIONS

3. ~~4.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the ~~"~~"**Property**~~"~~"). Subject to further Order of this Court, the ~~Applicant~~Company shall continue to carry on business in a manner consistent with the preservation of its business (the ~~"~~"**Business**~~"~~") and Property. The ~~Applicant~~Company is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively ~~"~~"**Assistants**~~"~~") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. ~~5. [~~**THIS COURT ORDERS** that the ~~Applicant~~Company shall be entitled to continue to utilize the central cash management system[3] currently in place as described in the Barrett Affidavit ~~of [NAME] sworn [DATE]~~ or replace it with another substantially similar central cash management system (the ~~"~~"**Cash Management System**~~"~~") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the

[3] ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

~~Applicant~~Company of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as ~~hereinafter~~ defined below) other than the ~~Applicant~~Company, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~the Plan~~any plan of arrangement or compromise under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~]~~

5. ~~6.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~

(b) the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Company in respect of these proceedings, at their standard rates and charges~~.~~; and

(c) with the consent of the Monitor, amounts owing for materials, goods or services actually supplied to the Company prior to the date of this Order if, in the opinion of the Company and with the consent of the Monitor, such payment is necessary or desirable to avoid disruption to the operations of the Business or the Property of the Company during the CCAA proceedings.

6. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the ~~Applicant~~Company shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Company in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on

account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for materials, goods or services actually supplied to the ~~Applicant~~Company following the date of this Order.

7. ~~8.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees~~'~~' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) ~~Quebec Pension Plan, and (iv) income taxes;~~income taxes, and (iv) all other amounts related to such deductions or employee wages payable for periods following the date of this Order, and that are of a kind that could be subject to a demand under the statutory provisions specified in subsections 6(3)(a) through (c) of the CCAA.

(b) all goods and services or other applicable sales taxes (collectively, ~~"~~"**Sales Taxes**~~"~~") required to be remitted by the ~~Applicant~~Company in connection with the sale of goods and services by the ~~Applicant~~Company, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order~~,~~; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Company.

8. ~~9.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed ~~**[or resiliated]**~~[4] in accordance with the CCAA, the ~~Applicant~~Company shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the ~~Applicant~~Company and the landlord from time to time (~~"~~"**Rent**~~"~~"), for the period commencing from and including the date of this Order, ~~twice-monthly in equal payments~~monthly on the first ~~and fifteenth~~ day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant~~Company is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~Company to any of ~~its~~their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. ~~11.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company with the consent of the Monitor and in consultation with the DIP Lender shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as ~~hereinafter~~ defined below), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its ~~business~~Business or operations, ~~[~~and to dispose of redundant or non-material assets not exceeding $~~●~~250,000 in any one transaction or $~~●~~500,000 in the aggregate~~]~~[5];

[4] ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

[5] ~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

(b) disclaim such of its arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as such Company deems appropriate, in accordance with Section 32 of the CCAA; and

(c) ~~(b) [~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~]~~; ~~and~~

~~(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,~~

all of the foregoing to permit the ~~Applicant~~Company to proceed with an orderly restructuring of the Business (the ~~"~~"**Restructuring**~~"~~").

11. ~~12.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company shall provide each of the relevant landlords with notice of the ~~Applicant's~~relevant Company's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes ~~the Applicant's~~such Company's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the ~~Applicant~~relevant Company, or by further Order of this Court upon application by the ~~Applicant~~Company on at least two (2) days' notice to such landlord and any such secured creditors. If the ~~Applicant~~Company disclaims ~~**[or resiliates]**~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~**[or resiliation]**~~ of the lease shall be without prejudice to the ~~Applicant's~~Company's claim to the fixtures in dispute.

12. ~~13.~~ **THIS COURT ORDERS** that if a notice of disclaimer ~~**[or resiliation]**~~ is delivered pursuant to Section 32 of the CCAA, then: (a) during the notice period prior to the effective time of the disclaimer ~~**[or resiliation]**~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ~~Applicant~~Company and the Monitor 24 hours~~'~~' prior written notice~~,~~; and (b) at the effective time of the disclaimer ~~**[or**~~

~~resiliation]~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ~~Applicant~~Company in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~COMPANY OR THE PROPERTY

13. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE – MAX. 30 DAYS]~~August 8, 2025, or such later date as this Court may order (the ~~"~~"**Stay Period**~~"~~"), no proceeding or enforcement process in any court or tribunal (each, a ~~"~~"**Proceeding**~~")~~"), including without limiting the generality of the foregoing, any adjudication process pursuant to Part II.1 of the *Construction Act* (Ontario) or similar provisions in the other Provincial Lien Legislation (as defined in the Lien Regularization Order dated as of the date of this Order, the "**Lien Regularization Order**"), shall be commenced or continued against or in respect of the ~~Applicant or~~Company, the Monitor or any of their respective employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~Company and the Monitor, or with leave of this Court, and any and all Proceedings currently ~~under way~~underway against or in respect of the ~~Applicant~~Company or its employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO PROCEEDINGS RELATED TO THIRD-PARTY INDEMNITY OBLIGATIONS

14. **THIS COURT ORDERS** that, during the Initial Stay Period, no Proceeding shall be commenced or continued, or enforcement step taken, against third parties that have provided an indemnity, guarantee, letter of credit, or similar obligation (collectively, the "**Third-Party Indemnity Obligations**"), on behalf of the Company in respect to the Company's obligations under any construction project contract, in favour of Intact Insurance Company and Aviva Insurance Company of Canada. For greater certainty, and without limiting the generality of the foregoing, no Proceeding or enforcement step shall be taken against WeShall, 2539593 Ontario Inc., Kingsdale Partners Limited, KSS Holdco Inc., Alberta Chain & Rigging Inc., QM

Points Contracting LP, TS LP, CIPS/QM Inc. or Cambium Indigenous Professional Services (CIPS) Inc., with respect to the Third-Party Indemnity Obligations during the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the ~~Applicant or~~Company, the Monitor, or their respective employees, advisors (including counsel) or other representatives acting in such capacities, or affecting the Business or the Property, including without limiting the generality of the foregoing: (a) any rights arising out of or in connection with the prompt payment deadlines or a notice of non-payment under the Provincial Lien Legislation; and (b) any rights in connection with a determination under the Provincial Lien Legislation, are hereby stayed and suspended except with the written consent of the ~~Applicant~~Company and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ~~Applicant~~Company to carry on any business which ~~the Applicant~~it is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, and (iii) subject to the terms of the Lien Regularization Order, prevent the filing of any registration to preserve or perfect a security interest~~, or (iv) prevent the registration of a claim for lien~~.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the ~~Applicant~~Company, except with the written consent of the ~~Applicant~~Company and the Monitor, or leave of this Court.

PRE-FILING VS POST-FILING SET-OFF

17. **THIS COURT ORDERS** that, no Person shall be entitled to set off any amounts that (a) are or may become due to the Company in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Company in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Company in

respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Company in respect of obligations arising on or after the date of this Order, in each case without the consent of the Company and the Monitor, or leave of this Court, provided that nothing in this Order shall prejudice any arguments any Person may want to make in seeking leave of the Court or following the granting of such leave.

CONTINUATION OF SERVICES

18. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the ~~Applicant~~Company or statutory or regulatory mandates for the supply of materials, goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, benefit services, insurance, transportation services, utility, or other services to the Business or the ~~Applicant~~Company or exercising any other remedy provided under the agreements or arrangements, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the ~~Applicant~~Company, and that the ~~Applicant~~Company shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant~~applicable Company entity in accordance with normal payment practices of the ~~Applicant~~applicable Company entity or such other practices as may be agreed upon by the supplier or service provider and ~~each of the Applicant~~the applicable Company entity and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Company. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.[6]

~~[6] This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example,~~

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Company with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~Company whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Company, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Company or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. ~~20.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~Company after the commencement of the within proceedings,[7] except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the ~~director's or officer's~~director's or officer's gross negligence or wilful misconduct.

22. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of the ~~Applicant~~Company shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Directors' Charge**~~"~~") [8] on the Property, which charge shall not exceed an aggregate amount of $~~●~~3,600,000, as

~~number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

~~[7] The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~[8] Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

security for the indemnity provided in paragraph ~~[20]~~21 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~[38]~~40 and ~~[40]~~42 herein.

23. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors~~'~~' Charge~~,~~; and (b) the ~~Applicant's~~Company's directors and officers shall only be entitled to the benefit of the Directors~~'~~' Charge to the extent that they do not have coverage under any directors~~'~~' and officers~~'~~' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~21 of this Order.

STAY OF PERFORMANCE BONDS

24. **THIS COURT ORDERS** that during the Stay Period, no Person, holding a Performance Bond (as defined in the Barrett Affidavit), including any Person named as an owner or obligee under such bond, shall be permitted to enforce and/or call on the Performance Bond ("**Performance Bond Claim**"), except with the written consent of the Company and the Monitor, or with leave of this Court, and any and all Performance Bond Claims currently under way against or in respect of the Company or affecting the Business or Property are hereby stayed and suspended pending further Order of this Court.

APPOINTMENT OF MONITOR

25. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~Company with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Company and its shareholders, officers, directors~~,~~ and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Company pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the ~~Monitor's~~Monitor's functions.

26. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the ~~Applicant's~~Company's receipts and disbursements~~;~~, Business and dealings with the Property and, among other things, review all disbursements for consistency with the Cash Flow Statements (as defined in Pre-Filing Report), as amended from time to time, and subject to the variances permitted in the DIP Term Sheet (as defined below);

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the ~~Applicant,~~Company to the extent required ~~by the Applicant~~, in its dissemination, to the DIP Lender and its counsel, on a ~~[TIME INTERVAL]~~timely basis of financial and other information as agreed to between the ~~Applicant~~Company and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender, and any such financial and other information provided to the DIP Lender shall also be provided to the Bank of Nova Scotia;

(d) advise the ~~Applicant~~Company in its preparation of the ~~Applicant's~~Company's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis~~, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender~~;

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~

(e) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Company, to the extent that is necessary to adequately assess the ~~Applicant's business~~Company's Business and financial affairs or to perform its duties arising under this Order;

(f) ~~(h)~~ be at liberty to engage independent legal counsel or such other ~~persons~~Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(g) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

27. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, ~~"~~"**Possession**~~"~~") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the ~~Ontario~~ *Environmental Protection Act*~~,~~ (Ontario), the *Ontario Water Resources Act*, or the ~~Ontario~~ *Occupational Health and Safety Act* (Ontario) and regulations thereunder ~~(the "~~or any similar legislation or regulation of Canada or a Province or Territory thereof (collectively, the "**Environmental Legislation**~~"~~")~~,~~; provided, however, that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the ~~Monitor's~~Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the ~~Applicant~~Company and the DIP Lender with information provided by the ~~Applicant~~Company in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the

Monitor has been advised by the ~~Applicant~~Company is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~Company may agree.

30. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of ~~its~~the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

31. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~Company shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, ~~by the Applicant~~whether incurred prior to, on, or subsequent to the date of this Order as part of the costs of these proceedings. The ~~Applicant~~Company is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of $● [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~Company on a weekly basis or as otherwise agreed among the parties.

32. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the ~~Commercial List of the~~ Ontario Superior Court of Justice (Commercial List).

33. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and ~~the Applicant's~~ counsel to the Company shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Administration Charge**~~"~~") on the Property, which charge shall not exceed an aggregate amount of $~~●~~400,000, unless permitted by further Order of this Court, as security for

their professional fees and disbursements incurred at ~~the~~their standard rates and charges ~~of the Monitor and such counsel~~, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~40 and ~~[40]~~42 hereof.

DIP FINANCING

34. ~~32.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company is hereby authorized and empowered to obtain and borrow ~~under a~~a super-priority, debtor-in-possession credit facility ~~from [DIP LENDER'S NAME]~~ (the ~~"~~"**DIP Facility**") from the DIP Lender~~")~~ in order to finance the ~~Applicant's~~Company's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $~~●~~14,000,000 unless permitted by further Order of this Court.

35. ~~33.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in ~~the commitment letter~~DIP Term Sheet between the ~~Applicant~~Company and the DIP Lender dated as of ~~[DATE] (the "Commitment Letter"), filed~~July 28, 2025 (the "**DIP Term Sheet**"), which is attached as Appendix "B" to the Pre-Filing Report.

36. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the ~~"~~"**Definitive Documents**~~"~~"), as are contemplated by the ~~Commitment Letter~~DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant~~Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

37. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the ~~"~~"**DIP Lender's Charge**~~"~~") on the Property, which DIP ~~Lender's~~Lender's Charge shall not secure an obligation that exists before this Order is made.

The DIP Lender's Charge shall have the priority set out in paragraphs ~~[38]~~40 and ~~[40]~~42 hereof.

38. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ●seven (7) days' notice to the ~~Applicant~~Company and the Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~Company or the Property under or pursuant to the ~~Commitment Letter~~DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the ~~Applicant~~Company and set off and/or consolidate any amounts owing by the DIP Lender to the ~~Applicant~~Company against the obligations of the ~~Applicant~~Company to the DIP Lender under the ~~Commitment Letter~~DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the ~~Applicant~~Company and for the appointment of a trustee in bankruptcy of the ~~Applicant~~Company; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the ~~Applicant~~Company or the Property.

39. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the ~~Applicant~~Company under the CCAA~~, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"),~~ with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES ~~CREATED BY THIS ORDER~~

40. ~~38.~~ **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge, the Lien Charge (as defined in the Lien Regularization Order) and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows[9]:

(a) **First** – Administration Charge (to the maximum amount of $●400,000);

(b) **Second** – DIP Lender's Charge~~,~~ (to the maximum principal amount of $3,300,000 million plus interest, fees, and costs);

(c) **Third** – Directors' Charge (to the maximum amount of $●3,600,000)~~.~~; and

(d) **Fourth** – Lien Charge.

41. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "~~Charges~~")~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall~~Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, holdbacks, trusts (including deemed trusts), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, ~~"~~"**Encumbrances**~~"~~") in favour of any Person~~.~~ except for a Person with a properly perfected Encumbrance on the Property who did not receive notice of the Application. The Company shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead

~~[9] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

of any Encumbrances of which the Charges have not obtained priority pursuant to this Order. For greater certainty, the Charges shall rank in priority to any Person's interest over the Property pursuant to the Provincial Lien Legislation, provided that the Company's Property shall not include any accounts receivable under disclaimed project contracts that are subject to a trust under the Provincial Lien Legislation.

43. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Company shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~Charges, unless the ~~Applicant~~Company also obtains the prior written consent of the Monitor~~, the DIP Lender~~ and the beneficiaries of the ~~Directors' Charge and the Administration Charge~~applicable Charges (collectively, the "**Chargees**"), or further Order of this Court.

44. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter,~~Charges, the DIP Term Sheet, and the Definitive Documents ~~and the DIP Lender's Charge~~ shall not be rendered invalid or unenforceable and the rights and remedies of the ~~chargees entitled to the benefit of the Charges (collectively, the "~~Chargees~~")~~ and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes, other than as set out in paragraph 42 above; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an ~~"~~"**Agreement**~~"~~") which binds the ~~Applicant~~Company, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ~~Commitment Letter~~DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the ~~Applicant~~Company of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant~~Company entering into the ~~Commitment Letter~~DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the ~~Applicant~~Company pursuant to this Order, the ~~Commitment Letter~~DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

45. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~applicable Applicant or Non-Applicant Related Party's interest in such real property leases.

SERVICE AND NOTICE

46. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (~~i~~a) without delay, publish in ~~[newspapers specified by the Court]~~*The National Post* a notice containing the information prescribed under the CCAA~~,~~; (~~ii~~b) within five (5) days after the date of this Order, (~~A~~i) make this Order publicly available in the manner prescribed under the CCAA, (~~B~~ii) send, in the prescribed manner or by electronic message to the e-mail addresses as last shown in the Company's records, a notice to every known creditor who has a claim against the ~~Applicant~~Company of more than $~~1000~~1,000, and (~~C~~iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

47. ~~45.~~ **THIS COURT ORDERS** that the ~~E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the~~service and electronic service of documents in this proceeding made in accordance with the ~~Protocol~~ (~~(~~Consolidated Civil Provincial Practice Direction and the Consolidated Practice Direction for the Toronto Region (collectively, the "**Practice Directions**") (each which can be found on the

~~Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~Ontario Superior Court of Justice website at https://www.ontariocourts.ca/scj/filing-procedures/provincial/ and https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, RRO 1990, Reg 194 (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules ~~of Civil Procedure~~. Subject to Rule 3.01(d) of the Rules ~~of Civil Procedure and paragraph 21 of the Protocol~~and the applicable Practice Directions, service of documents in accordance with the ~~Protocol~~Practice Directions will be effective on transmission. This Court further orders that a ~~Case Website~~case website for this proceeding shall be established ~~in accordance~~ with ~~the Protocol with~~ the following URL ~~'<@>'~~: www.alvarezandmarsal.com/QME (the "**Monitor's Website**").

48. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website, provided that the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

49. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Practice Directions or the CCAA and the regulations thereunder is not practicable, the ~~Applicant and~~Company, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding ~~true~~ copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission or electronic message to the ~~Applicant's~~Company's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown ~~on~~in the books and records of the ~~Applicant~~Company and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received on the earlier of: (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (Toronto) (or the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, ~~or~~ if sent

by ~~ordinary mail,~~courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Time (Toronto); or (c) on the third business day ~~after mailing~~following the date of forwarding thereof, if sent by ordinary mail.

50. **THIS COURT ORDERS** that the Company, the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

51. **THIS COURT ORDERS** that any interested party wishing to object to the relief sought in a motion brought by the Company or the Monitor in these CCAA proceedings shall, subject to further order of this Court, provide the service list in these proceedings with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. Eastern Time (Toronto) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicants.

COMEBACK DATE

52. **THIS COURT ORDERS** that the comeback motion shall be heard by a judge of the Ontario Superior Court of Justice (Commercial List) on August 7, 2025 at 11:00 a.m. Eastern Time (Toronto).

GENERAL

53. ~~47.~~ **THIS COURT ORDERS** that the ~~Applicant~~Company or the Monitor may from time to time apply to this Court for advice and directions in the discharge of ~~its~~their powers and duties hereunder.

54. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the ~~Applicant~~Company, the Business, or the Property.

55. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the ~~Applicant~~Company, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Applicant~~Company and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Company and the Monitor and their respective agents in carrying out the terms of this Order.

56. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~Company and the Monitor be at liberty and ~~is~~are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

57. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the ~~Applicant~~Company and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order~~.~~; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 40 and 42 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

58. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern ~~Standard/Daylight~~ Time (Toronto) on the date of this Order without any need for entry and filing.

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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.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at *Toronto*

INITIAL ORDER

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Summary report: **Litera Compare for Word 11.5.0.74 Document comparison done on 7/28/2025 9:38:54 AM**	
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Intelligent Table Comparison: Active	
Original DMS: nd://1382-6786-2552/1/Model CCAA Initial Order.doc	
Modified DMS: nd://1382-8935-7592/8/Initial Order - QM Environmental.docx	
Changes:	
Add	402
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Move To	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	792

TAB 5

Court File No. CV-25-00748510-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 29TH
	)	
MADAM JUSTICE STEELE	)	DAY OF JULY, 2025

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

LIEN REGULARIZATION ORDER

THIS APPLICATION, made by QM GP Inc. and Highpoint Environmental Services Inc. (the "**Applicants**", together with the Non-Applicant Related Parties, the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Application, affidavit of Agnieszka Barrett sworn July 28, 2025 and the Exhibits thereto (the "**Barrett Affidavit**"), the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), the pre-filing report of A&M, to be filed (the "**Pre-Filing Report**"), as the proposed monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for WeShall Investments Inc. in its capacity as the debtor-in-possession lender and such other parties as listed on the Participant Information Form, with no one appearing for any other person although duly served as appears from the affidavit of service of Natasha Rambaran sworn July 28, 2025, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that, for the purposes of this Order, the following definitions shall apply:

(a) "**Bond**" means a labour and material payment bond and/or a performance bond provided by a Bonding Company in support of a Continuing QM Project;

(b) "**Bonded Off Lien**" means a lien:

(i) that attaches to the land and has been the subject of a registered claim for lien and a certificate of action in respect of that lien has been issued; or

(ii) that does not attach to the land, where a notice of lien has been given,

which lien has been vacated from title and/or as a charge upon the Holdback upon the posting of security, which security is subject to claims of all Persons having a lien pursuant to Provincial Lien Legislation;

(c) "**Bonding Company**" means Intact Insurance Company, Aviva Insurance Company of Canada, or any other surety company that issued bonds to the Company in respect to a Continuing QM Project;

(d) "**Continuing QM Project**" means those construction projects set out in **Schedule "A"** to the extent that the construction project contracts related to such construction projects have not been disclaimed by the Company pursuant to section 32 of the CCAA;

(e) "**Filing Date**" means July 29, 2025;

(f) "**Holdback**" means a Statutory Holdback or a Notice Holdback;

(g) "**Initial Order**" means the initial order granted by the Ontario Superior Court of

Justice (Commercial List) on July 29, 2025, as may be amended from time to time;

(h) "**Lien Bond**" means a Bond or other security posted in respect of a Bonded Off Lien;

(i) "**Lien Claimant**" means any Person having a Lien Claim under Provincial Lien Legislation;

(j) "**Lien Claims**" means the right of any Person to assert or claim a lien under Provincial Lien Legislation in respect of the supply of labour, materials and/or services to a Continuing QM Project;

(k) "**Notice Holdback**" means any amounts beyond the amount of the Statutory Holdback required to be, or is in fact, withheld from the Company as a payee by a payor as a result of notice by any Person that they may be asserting or claiming a lien pursuant to Provincial Lien Legislation, to the extent applicable;

(l) "**Owner**" means a Person who is the legal owner of the premises comprising the site of a Continuing QM Project;

(m) "**Person**" means an individual, firm, corporation, governmental body or agency, or any other entity;

(n) "**Provincial Lien Legislation**" means the relevant provincial mechanics', builders' or construction lien legislation applicable to a Continuing QM Project as set out in **Schedule "B"**.

(o) "**Statutory Holdback**" means 10%, (or such other applicable percentage) of the value of services or materials supplied under a contract or subcontract that is required to be withheld by a payor from the Company as a payee pursuant to applicable Provincial Lien Legislation.

THIS COURT ORDERS that, unless otherwise indicated or defined herein, capitalized terms shall have the meaning given to them in the Initial Order.

STAY OF CLAIMS PURSUANT TO PROVINCIAL LIEN LEGISLATION

3. **THIS COURT ORDERS** that no Person shall be permitted to serve or register Lien Claims,

to otherwise preserve or perfect a Lien Claim, or to assert any trust claim against a direct or indirect payor of the Company, pursuant to Provincial Lien Legislation with respect to any Continuing QM Project and that any Lien Claim in respect of a Continuing QM Project and any related action or proceeding be and is hereby stayed, and any Person seeking to serve or enforce such a claim shall be required to follow the procedures, and to seek the rights and remedies set out in this Order. However, for greater certainty, the Company shall be entitled to serve or register Lien Claims or otherwise preserve and perfect their Lien Claims, including the commencement and continuation of legal proceedings, under Provincial Lien Legislation or otherwise in favour of the Company.

CONTINUING QM PROJECTS

4. **THIS COURT ORDERS** that any Lien Claim that has been preserved or perfected by any Person, or for which notice of lien has been given by any Person, in respect of a Continuing QM Project ("**Preserved Lien Claimant**"), which is not a Bonded Off Lien as of the date of this Order, be and is hereby vacated on terms that any Person having such a Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 10 herein on the date of preservation or delivery of notice of such Lien Claim, and shall be entitled to the Lien Charge referred to in paragraph 11 herein;

5. **THIS COURT ORDERS** that upon the registration in the applicable land registry office of a certified copy of this Order in the manner prescribed by the applicable land registry office, the applicable land registrar is hereby directed to specifically vacate a Lien Claim referred to in paragraph 4 herein (and any related Certificate of Action).

6. **THIS COURT ORDERS** that any Person having a Bonded Off Lien as of the date of this Order shall be deemed to have provided the Lien Notice referred to in paragraph 10 herein on the date of registration of such Lien Claim and shall also be entitled to the Lien Charge referred to in paragraph 11 herein.

7. **THIS COURT ORDERS** that any requirements for any Lien Claims to be perfected or set down for trial pursuant to Provincial Lien Legislation are hereby deemed to have been complied with.

8. **THIS COURT ORDERS** that any trial dates that are currently set between the date of this Order and the end of the Stay Period (as may be extended from time to time) or such later date

as may be subsequently ordered by this Court, with respect to any Lien Claim in respect of a Continuing QM Project, be and are hereby vacated.

9. **THIS COURT ORDERS** that any requests for information to the Company or other interested parties pursuant to Provincial Lien Legislation, including any requests pursuant to section 39 of the *Construction Act* (Ontario), whether outstanding or delivered on or after the date of this Order (each, an "**Information Request**"), are hereby stayed pursuant to the terms of this Order; *provided*, *however*, that the Monitor, in consultation with the Company, or as directed by this Court, may provide any information in respect of an Information Request as the Monitor deems appropriate or as this Court directs.

TREATMENT OF LIEN CLAIMS

10. **THIS COURT ORDERS** that unless deemed to have delivered a Lien Notice in accordance with this Order, any Person who wishes to assert a Lien Claim after the Filing Date in respect of a Continuing QM Project (the "**Asserting Lien Claimant**"), whether in respect of materials and/or services supplied before or after the Filing Date shall deliver by email a notice in the form attached as **ScheduleSCHEDULE "C" hereto** (the "**Lien Notice**"), to the following persons (collectively, the **"Lien Notice Parties**"): the Monitor c/o Joshua Nevsky (jnevsky@alvarezandmarsal.com), and Nate Fennema (nfennema@alvarezandmarsal.com), with a copy to the Monitor's counsel c/o Chris Armstrong (carmstrong@goodmans.ca) and Erik Axell (eaxell@goodmans.ca), and with a copy to the Company's counsel c/o Sharon Kour (skour@reconllp.com), Caitlin Fell (cfell@reconllp.com) and Natasha Rambaran (nrambaran@reconllp.com), within the time frame prescribed by Provincial Lien Legislation in order to preserve and perfect their Lien Claim for the applicable Continuing QM Project. With respect to any Continuing QM Project for which a Bond has been issued, in addition to delivering the Lien Notice to the Lien Notice Parties, an Asserting Lien Claimant shall deliver by email a copy of the Lien Notice to the respective counsel for each Bonding Company. For Intact, c/o James MacLellan (jmaclellan@blg.com). For Aviva, c/o Denise Bambrough (dbambrough@blg.com). For the purposes of this Order, any Preserved Lien Claimant shall be deemed to be an Asserting Lien Claimant that has delivered a Lien Notice in accordance with this paragraph.

11. **THIS COURT ORDERS** that the Asserting Lien Claimant, upon delivering or being deemed to have delivered a Lien Notice in accordance with this Order, be and is hereby granted

a charge (the "**Lien Charge**") against the property of the Company in a Continuing QM Project in respect of which the Lien Claim arises equivalent to, and only to the extent of, any security granted under Provincial Lien Legislation for such Lien Claim, but in all cases subject to the quantification and verification of all such Lien Charges in accordance with the procedures to be established pursuant to paragraph 23 hereof. Without limiting the generality of and subject to the foregoing, a Lien Charge shall attach to the following:

(a) any property of the Company that, pursuant to Provincial Lien Legislation, would be subject to a lien, charge or encumbrance securing the underlying Lien Claim secured by such Lien Charge;

(b) property of the Owner of the real property pertaining to the Continuing QM Project in question that, pursuant to Provincial Lien Legislation, is subject to a lien, charge or encumbrance in favour of the Company securing the underlying Lien Claim secured by such Lien Charge, if any;

(c) any Holdback in the hands of a payor of a Company against which the Asserting Lien Claimant in respect to their Lien Claim (as described in the Lien Notice) would otherwise have a lien, charge or encumbrance on such Holdback pursuant to, and solely to the extent of, Provincial Lien Legislation;

(d) any rights (if any) under an applicable Lien Bond, without prejudice to the right of the Bonding Company who has posted such Lien Bond to seek by court order the release of such Lien Bond and any other related relief and provided that the Bonding Company shall be subrogated to any rights related to such Lien Claim as set out above.

For greater certainty, a Lien Charge shall not attach to any property of the Company or other Person or attach to any rights in respect of a Lien Bond, unless such property or Lien Bond would otherwise have been charged with or subject to the lien, charge or encumbrance underlying such Lien Charge pursuant to Provincial Lien Legislation.

12. **THIS COURT ORDERS** that any funds received by the Company on account of a Continuing QM Project may only be paid in satisfaction of, first, any amounts payable in respect of obligations secured under the Charges, second any trust obligations in relation to such Continuing QM Project, and, after satisfaction of all trust obligations, fees, costs and expenses

arising in connection with such Continuing QM Project or other project-specific financing advanced in respect of such Continuing QM Project, subject to further Order of this Court, and for greater certainty nothing herein shall affect the priorities set out in paragraph 40 of the Initial Order.

13. **THIS COURT ORDERS** that Lien Charges created by this Order shall not be rendered invalid or unenforceable, and the rights and remedies of the Asserting Lien Claimants entitled to the benefit of a Lien Charge shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings; (b) any application(s) for a bankruptcy or receivership order(s) issued in respect of the Company pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") or otherwise, or any bankruptcy or receivership order made pursuant to any such applications; (c) the filing of any assignments for the general benefit of creditors made by the Company pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Lien Charge, shall neither create nor be deemed to constitute a breach by the Company of any Agreement to which it is a party;

(b) the payments made by the Company, or any other Person, pursuant to this Order, and the granting of the Lien Charge, does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law; and

(c) the Lien Charge shall be enforceable in any bankruptcy or receivership proceedings of the Company with the same priority as set out in the Initial Order as against the property which secures the Lien Charge, including any Holdback.

14. **THIS COURT ORDERS** that the Company, with the assistance and oversight of the Monitor, shall deposit all funds received by the Company on account of a Continuing QM Project into one or more bank accounts, and shall keep written records respecting the funds, detailing the amounts that are received into and paid out of the funds, and any transfers made for the purposes of any Continuing QM Project and shall maintain such records on a project-by-project basis, such that all funds received on account of a Continuing QM Project are traceable to such Continuing

QM Project and the depositing of funds into one bank account in accordance with this paragraph shall not constitute a breach of trust pursuant to Provincial Lien Legislation or otherwise.

TREATMENT OF HOLDBACK FUNDS

15. **THIS COURT ORDERS** that any Person who is in possession of Holdback funds or who is required to retain Holdback funds pursuant to Provincial Lien Legislation, be and hereby is restrained from paying, setting-off, releasing or encroaching upon such Holdback funds until the day after the last day upon which a Lien Claim could have been registered/delivered for the relevant contract pursuant to Provincial Lien Legislation but for the provisions of this Order, at which time or such other time as may be agreed to by the Monitor, such Person shall, subject only to any right of set-off claimed by the payor against such Holdback funds, pay the Holdback funds to the Monitor to be held in a segregated account to be maintained by the Monitor, irrespective of whether any Lien Claims or Lien Notices have been made, delivered, preserved or perfected or written notice of any Lien Claim or Lien Notice has been received, provided, however, that any exercise of such set-off shall be subject to: (a) Provincial Lien Legislation; and (b) to either: (i) the consent of the Monitor and the Company, who shall consult with the Person(s) who delivered Lien Notices for the applicable Continuing QM Project; or (ii) further order of the Court, on notice to the Monitor, the Company, the applicable Bonding Company (only with respect to a Continuing QM Project for which there is a Bond), and the Person(s) who delivered Lien Notices on the applicable Continuing QM Project, and in the case of (i) or (ii), any of the foregoing parties shall be entitled to challenge such attempted set-off, on motion to the Court (whether or not the Monitor consents to such set-off), and (iii) a prohibition on any set-off claims against amounts held on account of Statutory Holdback. Upon any challenge to such attempted set-off, the Holdback funds shall not be released or distributed until a final determination of the claims to such set-off or further order of this Court, after which the Holdback shall be paid to the Monitor pursuant to this paragraph less any set-off determined to be appropriate pursuant to the processes set out in this paragraph.

16. **THIS COURT ORDERS** that, upon payment of the Holdback funds to the Monitor pursuant to paragraph 15, the Person who was in possession of such Holdback funds shall be deemed to have been in the same position as if: (a) no written notices of lien had been received, no Lien Claims had been made, asserted, delivered, preserved, or perfected; and (b) no Lien Notice had been received, and such Person shall have no further liability for such Holdback funds to any Person. For greater certainty, provided that Holdback funds have been paid to the Monitor (net of

any set-off amounts consented to or determined to be appropriate in accordance with the processes set out in paragraph 15), any Person who was in possession of Holdback funds or who was required to retain Holdback funds pursuant to Provincial Lien Legislation, and who receives a written notice of lien, Lien Notice or other notice of a Lien Claim after that Person has released such Holdback funds to the Monitor, shall not be required to retain Notice Holdback with regard to that written notice of lien, Lien Notice or other notice of a Lien Claim.

17. **THIS COURT ORDERS** that any general contractor, Owner, and/or payor of any level above the level of the Company in connection with a Continuing QM Project shall have no liability whatsoever, whether pursuant to Provincial Lien Legislation, any other law, equity, or otherwise, save and except for any gross negligence or wilful misconduct on its part, to any Person (including any subcontractor of any level to the Company, any other supplier of any level to the Company, or creditor of the Company) in connection with amounts paid to the Monitor on or after the Filing Date pursuant to the terms of this Order in respect of a Continuing QM Project.

18. **THIS COURT ORDERS** that the Monitor shall serve a copy of this Order on any Person known to the Monitor who is or may be in possession of a Holdback fund upon becoming aware of same.

19. **THIS COURT ORDERS** that, for greater certainty, and subject to paragraph 3 of this Order and the terms of the Initial Order, nothing in this Order shall affect the rights of any Person under Provincial Lien Legislation with respect to any rights pursuant to any Bond posted in favour of any such Person named in the applicable Bond, except any such claims against the Company shall require consent of the Monitor or leave of this Court to be commenced or continued.

20. **THIS COURT ORDERS** that with respect to a Bonded Off Lien, nothing in this Order affects any rights under or recourse of any Person under Provincial Lien Legislation to any Lien Bond, or any other security posted with respect to such Bonded Off Lien (without prejudice to the right of any Bonding Company to seek the release of the Lien Bond or any other security posted with respect to any Bonded Off Lien and any other related relief); *provided*, *however*, that nothing in this Order restricts, limits or derogates from the stay of proceedings in favour of the Company set out in paragraph 13 of the Initial Order.

21. **THIS COURT ORDERS** that all Persons shall be required to cooperate with the Monitor in carrying out the terms of this Order, and shall be required to share information with the Monitor in connection with any Lien Claim.

22. **THIS COURT ORDERS** that the Monitor is hereby authorized to demand particulars from a Lien Claimant in connection with any Lien Claim and that a Lien Claimant shall provide written particulars with respect to such Lien Claim within ten (10) days of delivery of a demand for particulars by the Monitor, or such further period of time as the Monitor may agree to.

23. **THIS COURT ORDERS** that the Monitor may, at a time deemed by the Monitor to be appropriate after consulting with the Company, and shall, upon further order of this Court made on a motion brought on at least seven (7) days' notice to the Monitor and the Company, bring a motion on notice to the Service List seeking the approval of a process for reviewing, determining or challenging: (a) the validity or timeliness of a Lien Notice; (b) the validity or quantum of the amounts set out in the Lien Notice; (c) the validity or quantum of an Asserting Lien Claimants' entitlement to a Lien Charge under this Order; and (d) the attachment or priority of a Lien Charge under this Order and the Initial Order. For the avoidance of doubt, nothing in this paragraph shall be construed so as to restrict the ability of the Monitor to seek a determination by this Court of any of the foregoing with respect to any Lien Claim at any time upon notice to the relevant Asserting Lien Claimant.

24. **THIS COURT ORDERS** that the Monitor may, if necessary and at a time deemed by the Monitor to be appropriate after consulting with the Company and the Bonding Companies, and shall, upon further order of this Court made on a motion brought on at least seven (7) days' notice to the Monitor, the Company and the Bonding Companies, bring a motion on notice to the Service List seeking the approval of a dispute resolution process among the Company and any general contractor, Owner, and/or payor of any level above the level of the Company in connection with a Continuing QM Project. For the avoidance of doubt, nothing in this paragraph shall be construed so as to restrict the ability of the Monitor to seek a determination by this Court of any dispute between the Company and any general contractor, Owner, and/or payor of any level above the level of the Company in connection with a Continuing QM Project at any time upon notice to the relevant parties to the dispute.

NOTICES AND COMMUNICATIONS

25. **THIS COURT ORDERS** that, except as set out in this Order, any notice or other communication to be given under this Order by the Monitor to a Lien Claimant shall be given in accordance with the Initial Order, provided that, for greater certainty, the Monitor may provide any notice or communication to a Lien Claimant by e-mail where the e-mail addresses of the Lien

Claimant and/or its counsel are known by the Monitor.

GENERAL

26. **THIS COURT ORDERS** that in discharging its obligations under this Order, the Monitor: (a) shall have all of the protections given to it by the CCAA, this Order and any other orders of the Court in these CCAA proceedings and other applicable law; (b) shall incur no liability or obligation as a result of carrying out matters or any act or omission in connection with this Order; (c) shall be entitled to rely on the books and records of the Company and any information provided by the Company or the representatives, all without independent investigation; (d) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (e) may seek such assistance as may be required to carry out matters in connection with this Order from the Company or any of its affiliates.

27. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court for advice and directions in respect of the discharge of its powers and duties hereunder.

28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time (Toronto) on the date hereof and is enforceable without further need for entry or filing.

SCHEDULE "A"
CONTINUING QM PROJECTS

Job#	Customer	Project
210981	QM Points Contracting LP	Gunnar Mine
212332	Ellisdon Corporation	Port Lands RFP 33.2
213601	Ellisdon Corporation	Port Lands RFP 48.5
214419	Ellisdon Corporation	Port Lands RFP 34.1
214881	GFL QM JV	Don Roadway
215013	MET/NUNA JV	Snap Lake
215594	Parsons Inc.	Giant Mine
216013	Eastern Construction Ltd.	Branksome Hall
216156	Ellisdon Corporation	Port Lands RFP 63.4
216922	The City of Red Deer	Kinsmen Arena
217307	Pomerleau Inc.	1 Kings College
217317	Fraser Health Authority	Burnaby Hospital
217702	Urbacon	Innis College
217776	Newman Bros. Ltd.	GM Interior
218134	Ellisdon Corporation	St. Michael's Hospital
218242	Metrolinx	Metrolinx
218407	Thompson Creek Metals Company Inc.	Endako Spillway
218413	University of Toronto	100 College St.
218477	Urbacon	Tuck Creek
218581	Canadian Turner Construction Company Ltd.	Woodworth College
218637	Ellisdon Corporation	SMH-WP2-Stage 2
218745	Canada Lands Company	Griesbach
218918	Axiom Builders	Burnside PH 1
218921	EVR Operations Limited	Harmer Complex
218923	Corporation of the City of Burlington	Hager Creek
218925	Ellisdon Corporation	65 Villiers Street
219075	Pomerleau Inc.	Macassa Lodge
219085	Corporation of the City of New Westminster	Queensborough Shoreline
219219	Fisheries and Oceans Canada	East Chezzetcook
219227	CIPS/QM Inc.	Target Stop Berm and Pistol Berm
219230	City of Calgary	Westhillhurst Civic
219241	The Corporation of the Town of Ajax	Ajax Ponds
219482	Reward Construction Ltd.	Trail Cominco Arena
219504	Pomerleau Inc.	100 Wellington
219507	Parsons Inc.	Suncor Dawson
219510	Pomerleau Inc.	Hart House

Job#	Customer	Project
219524	Ellisdon Corporation	TWH/PCL
219626	J.J. McGuire General Contractors	Ford Oakville
219635	MNP LLP	Quinsam Coal

SCHEDULE "B"
PROVINCIAL LIEN LEGISLATION

1. *Construction Act* (Ontario), R.S.O. 1990, c. C.30.
2. *Builders' Liens Act* (Manitoba), C.C.S.M. c. B-91.
3. *Prompt Payment and Construction Lien Act* (Alberta), R.S.A. 2000, c. P-26.4.
4. *Builders' Lien Act* (British Columbia), S.B.C. 1997, c. 45.
5. *The Builders' Lien Act* (Saskatchewan), S.S. 1984-85-86, c B-7.1.
6. *Construction Remedies Act* (New Brunswick), S.N.B. 2020, c. 29.

SCHEDULE "C"

FORM OF LIEN NOTICE TO MONITOR

Name of lien claimant: .....

Address for Service: .....

Name of Owner: .....

Name of person to whom lien claimant supplied services or materials: .....

.....

Address: .....

Time within which services or materials were supplied:

from: ..... to .....
(date supply commenced) (date of most recent supply)

Short description of services or materials that have been supplied:

.....
Contract price or subcontract price: $.....
Amount claimed as owing in respect of services or materials that been supplied:
$.....

(Use **A** where the lien attached to the premises; use **B** where the lien does not attach to the premises).

A. The lien claimant (if claimant is personal representative or assignee this must be stated) claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

B. The lien claimant (if claimant is personal representative or assignee this must be stated) claims a charge against the holdbacks required to be retained under either the applicable Provincial Lien Legislation (as defined in the Lien Regularization Order) and any additional amount owed by a payor to the contactor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at:

.....

(address or other identification of the location of the premises

Date:……. Per:……..
(signature of claimant or agent)
I have authority to bind the corporation

SCHEDULE A TO NOTICE TO MONITOR

To the claim for lien of

.....

Description of premises:

(Where the lien attaches to the premises, provide a description of the premises for registration under the Land Titles Act or the Registry Act, as the case may be).

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.

Court File No. 982

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

LIEN REGULARIZATION ORDER

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Lawyers for the Applicants

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 ENVIRONMENTAL et al.

Court File No. CV-25-00748510-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

APPLICATION RECORD
(Returnable July 29, 2025)

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