

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

THE HONOURABLE ) TUESDAY, THE 29<sup>TH</sup>  
 )  
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 Affidavit of Daniel Cameron sworn July 28, 2025 and the Exhibits thereto, the consent of Alvarez & Marsal Canada Inc. to act as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), the pre-filing report of the Monitor dated July 28, 2025 as the proposed monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for WeShall Investments Inc., counsel for The Bank of Nova Scotia, counsel for Aviva Insurance Company of Canada, counsel for Intact Insurance Company 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 Alina Stoica, 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 **Schedule “C”** hereto (the “**Lien Notice**”), to the following persons (collectively, the “**Lien Notice Parties**”): the Monitor c/o Joshua Nevsky ([jnevsky@alvarezandmarsal.com](mailto:jnevsky@alvarezandmarsal.com)), and Nate Fennema ([nfennema@alvarezandmarsal.com](mailto:nfennema@alvarezandmarsal.com)), with a copy to the Monitor’s counsel c/o Chris Armstrong ([carmstrong@goodmans.ca](mailto:carmstrong@goodmans.ca)) and Erik Axell ([eaxell@goodmans.ca](mailto:eaxell@goodmans.ca)), and with a copy to the Company’s counsel c/o Sharon Kour ([skour@reconllp.com](mailto:skour@reconllp.com)), Caitlin Fell ([cfell@reconllp.com](mailto:cfell@reconllp.com)) and Natasha Rambaran ([nrambaran@reconllp.com](mailto: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. 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; and
- (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.

**Jana  
Steele** Digitally signed  
by Jana Steele  
Date: 2025.07.30  
10:14:01 -04'00'

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**SCHEDULE "A"**  
**CONTINUING QM PROJECTS**

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
210981	QM Points Contracting LP	Gunnar Mine
212332	Ellisdon Corporation	Port Lands RFP 33.2
212795	QM Points Contracting LP	Gunnar Mine Revegetation
213601	Ellisdon Corporation	Port Lands RFP 48.5
213682	Ellisdon Corporation	Port Lands RFP 33.6
213687	QM Points Contracting LP	Gunnar Mine Hazardous Waste Management and Transport
214419	Ellisdon Corporation	Port Lands RFP 34.1
214724	MET/NUNA Joint Venture	Snap Lake Mine - Demolition
214881	GFL QM JV	Don Roadway
215013	MET/NUNA JV	Snap Lake
215111	PCL Constructors Westcoast Inc.	pH System
215462	Ellisdon Corporation	Indigenous Hub
215473	Ellisdon Corporation	Port Lands RFP 44
215594	Parsons Inc.	Giant Mine Townsite Deconstruction
216011	Corebuild Construction Limited	TTC Christie - Easier Access III
216013	Eastern Construction Ltd.	Branksome Hall
216018	SLR Consulting (Canada) Ltd.	Chevron Tillicum
216020	Ausenco Sustainability Inc.	Tsawwassen
216138	Campbell Construction Ltd.	Water Treatment System
216156	Ellisdon Corporation	Port Lands RFP 63.4
216228	ParkLane River District Developments Ltd.	Parklane
216333	Duron Ontario Ltd	TTC Museum
216504	Corebuild Construction Limited	Gordon Willey Building Staircase Renovations
216608	Knappett Projects	852-854 Esquimalt Rd, Victoria, BC
216611	Corporation of the District of Peachland	Peachland Foreshore Flood Mitigation
216922	The City of Red Deer	Kinsmen Arena
217005	CIPS/ QM Inc JV	Pat Bay Hanger Demo
217105	Starlight Investments	904 Yates St
217110	Govan Brown & Associates Limited	Ancient Aire Baths
217209	Dineen Construction Limited	Metrolinx - 99 Duncan Mill Road
217301	Arcadis Senes Canada Inc.	Arcadis-Telus-Surrey Sullivan
217307	Pomerleau Inc.	1 Kings College

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
217312	Dewar Industrial Services Inc.	CNL Steambridge
217313	Howe Sound Pulp & Paper Corp	8501 Ontario Street UST Removal
217317	Fraser Health Authority	Burnaby Hospital
217341	Farmer Construction Limited	Spencer Block
217345	Saskatchewan Power Corporation	Regina Hilldale Substation Remediation
217530	WSP Canada Inc	St Clair River Sediment Capping
217702	Urbacon	Innis College
217704	Graham Infrastructure LP	Tank Farm 88 Ave Surrey
217705	Stelco Inc.	Stelco T&M
217706	CIPS/QM Inc. JV	Contaminated Soil, Bainsville, Ontario
217707	Dineen Construction Limited	UHN Toronto General Hospital MDRD
217708	Eastern Construction Ltd.	De La Salle College
217710	Dineen Construction Limited	University of Toronto Mississauga Spigel Demolition
217730	CIPS/ QM Inc JV	DCC - Pacific Region on Demolish Building WP1119
217737	Compass Construction Resources Ltd	St Joseph's Hospital 4GEW BG AHU
217776	Newman Bros. Ltd.	GM Interior
217907	Heatherbrae Builders Co Ltd.	University of British Columbia Jack Bell Building
217909	EllisDon Corporation	Interior Demo
217915	Dineen Construction Corporation	SHSC Cipriano Centre for Seniors Health
217916	Imperial Oil Limited	IOL Strathcona ACM Maintenance
217918	City of Calgary	City of Calgary Spring Gardens Demolition
218015	Eastern Construction Ltd.	ROM Phase 1
218016	PCL Constructors Westcoast Inc.	Interior Demo and Abatement
218030	Imperial Oil Limited	IOL Strathcona Tank Demolition
218034	Pomerleau Inc.	University of Toronto Koffler Health & Wellness Centre
218113	Alberta Infrastructure	Stony Plain School Demo
218117	David Petrie	311 Goodram Dr
218118	EllisDon Corporation	PNE Demo and Remediation
218133	City of Brantford	D'Aubigny–Bricker Court West Stormwater Management Facility Repair and Improvement
218134	Ellisdon Corporation	St. Michael's Hospital
218135	Parsons Inc.	Giant Mine Off-Site Borrow Source

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
218136	J.J. McGuire General Contractors	GM Oshawa Warehouse Teamroom
218137	J.J. McGuire General Contractors	GM Oshawa Warehouse Washroom
218242	Metrolinx	Metrolinx
218244	Teck Resources Limited (Teck Legacy Properties)	Beaverdell
218258	5721B Production Way Limited Partnership	Hungerford Demo
218262	Sprint Mechanical Inc.	University of Toronto Mississauga Davis Bldg AHU L2 & L3
218263	Century Group Inc. Constructors	McMaster Whidden Hall
218280	Tetra Tech Canada Inc.	CFB Currie Barracks Demo
218281	Focus Project Management Ltd.	University of British Columbia Ponderosa
218402	Tricity Canada Inc.	Duncan
218405	Miller Group	MTO 2022-5011 NORM Soil Remediation
218406	Toronto and Region Conservation Authority	Dredging Bluffers Park Channel
218407	Thompson Creek Metals Company Inc.	Endako Spillway
218408	Halifax Water	Stream Enhancement for Little Salmon River
218411	Imperial Oil Limited	IOL Strathcona Tank 422
218413	University of Toronto	100 College St.
218416	Toronto and Region Conservation Authority	Demolition of 2 Garage Buildings
218420	Falcon Plus	OPEW Window Removal
218421	Heatherbrae Builders Co Ltd.	University of British Columbia Totem Pipe Insulation Abatement
218424	Ellisdon Construction Services Inc	Cold Lake PFAS WT
218425	AtkinsRealis Canada Inc.	Infrastructure Removal Plans for D&R
218426	Modern Niagara Toronto Inc	Demolition of Kitchen & Dishwasher Exhaust Fans- Penthouse Level University of Toronto Mississauga
218429	Heatherbrae Builders Co Ltd.	University of British Columbia - Thunderbird
218453	Diligent Construction Inc.	University of Toronto Chestnut Ballroom
218455	Miller Group	MTO 2022-5011 NORM Transportation
218457	StructCon Construction Ltd.	Theater, Rehearsal Space and Offices

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
218460	The Corporation of the Town of Midland	Little Lake Pond Remediation and Cleanout
218461	City of Vancouver	Britannia CC, Pool Steam Room
218467	City Of Victoria	1234 Yates St, Victoria BC - UST Removal
218473	J.J. McGuire General Contractors	GM Oshawa Miscellaneous Works
218474	Toronto and Region Conservation Authority	Bucksburn Erosion Control and Outfall Replacement
218477	Urbacon	Tuck Creek
218580	Direct Construction Company Limited	Wallberg Accessible Ramp
218581	Canadian Turner Construction Company Ltd.	Woodworth College
218582	Pinchin Ltd.	WPC-Mould Remediation
218598	SDM Realty Advisors Ltd.	1019 Wharf St - Interior Brick and Mortar Encapsulation
218635	BC Ministry of Environment and Climate Change Strat	13-BC-1834 - Hatzic Emergency Works Program Lagace Creek – Sites S-CR-14-17
218637	Ellisdon Corporation	SMH-WP2-Stage 2
218638	Town of Oakville	South Shell Park Shoreline and Bank Swallow Habitat Compensation Wall Construction
218639	TFC Developments Inc.	EXP - Eileen - SVE Pilot Test
218745	Canada Lands Company	Griesbach
218750	OCL Services LP	Dow UPI Demolition
218752	Public Services and Procurement Canada	Rocky Point Remediation
218753	Govan Brown & Associates Limited	33Y Repositioning INT
218754	Public Works and Government Services Canada	PWPSC - Soil Remediation – Pointe-du-Chêne Rear Light Range
218756	Dow Chemical Canada ULC	Dow Cooling Tower Demolition
218758	AGC and Associates Inc.	CFB Trenton Kitchen & Baths Abatement
218761	Onit Construction Inc.	DCC Borden Window Replacement
218774	EXP	SVE Design Assistance
218875	PKM Canada Marine Terminal LP	Vancouver Wharves Soil Disposal
218877	Ellisdon Civil Ltd.	TTC Scarborough SRT
218878	Pinchin Ltd.	Disposal of Asbestos Bins
218879	Saskatchewan Power Corporation	SKP Melfort
218896	VPAC Construction Group Ltd.	Anytime Fitness Kits Landlord Demo
218897	Toronto Cricket Skating & Curling Club	Toronto Cricket Club
218911	Ellisdon Civil Ltd.	TTC Inglis
218913	Saskatchewan Power Corporation	Pasqua

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
218914	University of Alberta	University of Alberta Demo
218915	Wesgroup Properties Ltd.	Abatement/Demolition 41 St and Oak
218916	Heatherbrae Builders Co Ltd.	University of British Columbia Totem - Lead Paint Abatement
218917	Public Works and Government Services Canada	Vancouver Airport Remediation
218918	Axiom Builders	Burnside PH 1
218921	EVR Operations Limited	Harmer Complex
218922	WSP Canada Inc.	Vanderhoof Remedial Excavation
218923	Corporation of the City of Burlington	Hager Creek
218924	J.J. McGuire General Contractors	GM Oshawa Building D Phase 3
218925	Ellisdon Corporation	65 Villiers Street
218926	GHD Limited	GHD Testpits
218941	Lcd Mechanical Inc.	York University Assiniboine HVAC Removal
218942	Imperial Oil Limited	IOL Strathcona Abatement Program
218943	Willowridge Construction Ltd.	IOL Strathcona WillowRidge Admin & Annex Abatement
218945	WSP Canada Inc.	IOL Sarnia Refinery – Spec Dock – SSP Wall Installation
218947	Petro Canada	Petro-Canada Scrap Metal Load Out
218948	Petro Canada	Petro-Canada Baby Dome Demo
218949	EXP	Remedial Estimate - 3701 Lawrence Ave
218950	Stormtec Filtration Inc.	OW Equipment Rental
219051	De Beers Canada	Gahcho Kue Demolition Execution Plan
219053	J.J. McGuire General Contractors	GM Oshawa Body Shop Bay Addition
219054	Graham Infrastructure LP	BC Hydro
219055	Chandos Construction	Kent Pool Demo
219058	BDA Inc.	ROM Cladding Removal
219064	J.J. McGuire General Contractors	GM Oshawa Bldg. D Improvements (Phase 6)
219074	bclMC Realty Corp c/o Quad Real Property Group	Dixie & Derry Rd Structural Demolition
219075	Pomerleau Inc.	Macassa Lodge
219078	Tayco Paving Company (Division of O.K. Industries Ltd.)	Tayco UST Removal
219079	Flint Energy Services Limited Partnership	Drilling into ACM Cinder Brick Walls



<b>Job#</b>	<b>Customer</b>	<b>Project</b>
219081	StructCon Construction Ltd.	3473 Wolfedale Rd
219082	J.J. McGuire General Contractors	GM Oshawa Bldg. S Train Infill Wall
219083	J.J. McGuire General Contractors	GM Oshawa Bldg. D Phase 8 Building Upgrades
219084	Campbell Construction Ltd.	Cadence Dewatering
219085	Corporation of the City of New Westminster	Queensborough Shoreline
219090	Oxford Properties Group	WSP Heating Oil Tank UST Removal
219095	Stantec Consulting Ltd.	Astoria Dam Demolition Execution Plan
219096	CarrickHill Construction Inc.	72 Perth Ave
219213	Newman Bros. Ltd.	GM Roof Duct Removals
219214	Newman Bros. Ltd.	Roof Transite Panels Removals
219215	Newman Bros. Ltd.	GM Area D Steel Removals
219216	Newman Bros. Ltd.	GM Vent Removals
219217	Pinchin Ltd.	Disposal of Asbestos Bins
219218	Colliers International	Collier Canada - Mould Remediation
219219	Fisheries and Oceans Canada	East Chezzetcook
219220	The Cooperators Group Ltd.	Rinker Creek Soil & Sediment Remediation, North of Thunder Bay (Off Hwy-527)
219221	Strathcona Hotel of Victoria Ltd.	Strathcona Hotel Abatement -919 Douglas Street, Victoria
219222	EXP	734 York Road
219223	SLR Consulting Ltd.	321 Trans Canada Hwy 7-11 Demolition and Remediation
219224	Keystone Environmental Ltd.	285 West 5th Ave, Vancouver
219225	Paladin Technologies Inc.	BCH Horsey Sub Station -Asbestos Abatement
219227	CIPS/QM Inc.	Target Stop Berm and Pistol Berm
219228	WSP Canada Inc.	Mary Hill Testpitting
219229	Pomerleau Inc.	Exterior Selective Demo (Hart House)
219230	City of Calgary	Westhillhurst Civic
219240	Vanmar Constructors 1122 Inc.	Seton Villa Demo
219241	The Corporation of the Town of Ajax	Ajax Ponds
219242	City of Vancouver	Carnegie CC Mould Remediation
219243	Six Nations of the Grand River - Lands & Resources Department	160 Concession 17 Walpole
219248	CBRE Ltd	IOL Men's Washroom Sampling

<b>Job#</b>	<b>Customer</b>	<b>Project</b>
219249	J.J. McGuire General Contractors	140 The Queensway
219251	The Calgary Airport Authority	560 YYC Building Demolition
219258	Keystone Environmental Ltd.	Keystone Environmental
219259	FP Innovations	Demolition of Panel at Fire Facility
219264	Pinchin West Ltd.	Two Sea-Can Decontamination
219265	Arcadis Senes Canada Inc.	Ford Oakville Facility UST Removals
219470	Paladin Technologies Inc.	BC Hydro VIT SC3 Building Asbestos Abatement
219471	Clark Builders	Dow 721 Renovation
219477	Bunge Canada	Canola Upgrade Project
219478	J.J. McGuire General Contractors	GM Woodstock Turnstile Project
219481	SLR Consulting (Canada) Ltd.	SLR West Isle Test Pit
219482	Reward Construction Ltd.	Trail Cominco Arena
219483	PCL Constructors Westcoast Inc.	BCH Ganges Building & TRK Bay Demo
219487	Graham Industrial Services LP	Graham Block 80 Pipe Removal
219488	Pinchin Ltd.	Semiahmoo Secondary - Underground Storage Tank Decommissioning
219489	Ledcor CMI Ltd.	Linde Dow Site Preparations
219491	Next Environmental Inc.	2601 Lougheed Hwy
219492	EllisDon Corporation	University of British Columbia VCH Healthcare Facility
219498	Comco Canada Ltd.	Tank Nest Excavation
219500	Ampere Limited	TWH SEM Load Bank Excavation
219502	SLR Consulting (Canada) Ltd.	Suncor Lemberg
219504	Pomerleau Inc.	100 Wellington
219506	Hydro One Networks Inc.	HONI Terealeu TS
219507	Parsons Inc.	Suncor Dawson
219508	Dollard Inc.	Media Sale
219510	Pomerleau Inc.	Hart House
219512	Rio Tinto Services Limited.	Arvida Closure TEG
219524	Ellisdon Corporation	TWH/PCL
219626	J.J. McGuire General Contractors	Ford Oakville
219635	MNP LLP	Quinsam Coal
H22-017	StructCon Construction Ltd.	Toronto Accessibility Group G07
NEW	Petro-Canada	Tank Demo
NEW	CIPS/QM Inc. JV	Cenovus Service Station Demo

**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.**

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

Proceedings commenced at Toronto

**LIEN REGULARIZATION ORDER**

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