



**November 12, 2021**

Roman Tsap  
Development Manager  
Edenshaw Developments Limited  
201-1291 Lakeshore Rd, E  
Mississauga, Ontario L5G 1E5

Subject: Reliance Letter  
Report Prepared for Metrolinx – Geotechnical Investigation Report (**the “Report”**)  
O/Ref.: 124-P-0004553-0-01-27-GE-R-001-01

Mr. Roman Tsap

The signatory of this letter and issuer of the Report (the “Issuer”) has been directed by Metrolinx (the “Principal”) to provide Edenshaw Developments Limited (the “Recipient”) with a copy of the Report. Issuer agrees to provide Recipient with a copy of the Report on the basis that Recipient shall rely on the Report subject to the terms set out in this letter.

## **1. Basis for Reliance**

Recipient hereby acknowledges and agrees that:

- (a) Recipient is not and shall not become Issuer’s client as a result of the issuance of this letter. Consequently, Issuer shall have no legal relationship with Recipient, nor shall Issuer have contractual or extracontractual obligations or owe a duty of care to Recipient.
- (b) Issuer does not make or give any recommendations or advice to Recipient and has not been given any instructions by Recipient.
- (c) Issuer has acted solely in accordance with the instructions of Principal in preparing the Report, has prepared the Report for the sole benefit of Principal and has considered only the interests of Principal in doing so. The matters covered by the Report and the emphasis placed on them may not necessarily address all or any of Recipient’s specific concerns, purposes, requirements or interests, nor that of any third parties’. Reliance is not extended to those reports which Issuer merely refers to in the Report.
- (d) The Report is subject to the scope, materiality, guidelines, qualifications, methodology, assumptions and limitations which are set out therein and agreed with Principal. Recipient will be making an independent assessment and will determine for itself which matters fall within the scope of the Report and which matters require further investigation.

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- (e) Any use of extracts from the Report, other than as expressly permitted by this letter, is prohibited.
- (f) The Report has not been updated for events and transactions occurring after the date of the Report, or for any other matters which might have a material affect on its contents which may have come to light after the date of the Report. Recipient acknowledges that only a new investigation would allow the Report to reflect the property's current situation.
- (g) Issuer will not be obliged to inform Recipient of any matter arising or coming to its notice after the date of the Report which may affect or qualify the Report. Issuer makes no representations as to the accuracy or completeness of the investigations which lead to the reports to which it refers in the Report.
- (h) The contents of the Report are confidential and may not be duplicated or disclosed under any circumstances to any other person without Issuer's prior written consent, except to Recipient's professional advisors (including financial, accounting, technical, environmental, survey and legal advisors) and potential funding sources and their advisors.

## **2. Limitation of Liability**

### **(a) Liability Cap**

Subject to paragraph 2(b), Issuer's liability to Recipient is capped to the amount paid by Principal to Issuer with respect to the preparation of the Report.

### **(b) Other Limitations**

If Issuer were to be held liable to Recipient and to Principal, or to any other person or parties in connection with the Report or in terms of any other liabilities in relation to Issuer's services provided to the Principal with respect to the property commonly known as Port Credit GO Station (30 Queen Street East, Mississauga, Ontario), Issuer's aggregate liability to Recipient, to Principal and to any other person or parties will not exceed the amount nominated in paragraph 2(a). Recipient shall and hereby does release Issuer, its subsidiaries and affiliates, and their respective directors, officers, agents and employees against such liability whatsoever and howsoever and arising in excess of such limited liability.

If Recipient provides, or causes to provide, the Report, or enables any of Issuer's documentation (including the Report) to be used or relied upon by any other party other than as expressly permitted herein, Recipient shall and hereby agrees to indemnify and hold Issuer harmless in respect of any damages claimed by such party (whether that claim is made against Recipient, Issuer or Principal).

Recipient may not bring a claim against Issuer under this letter in relation to any matter of which Recipient, its subsidiaries and affiliates, and their respective directors, officers, employees and agents are actually aware.

Recipient may not bring a claim against Issuer under this letter any time after the fifth anniversary of the date of the Report.

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### **3. Reliance**

Subject to Recipient's agreement under Section 1 of this letter and as qualified in Section 2 of this letter, Recipient may rely on the Report.

In any event, the use or reliance of the Report by Recipient shall constitute the agreement of Recipient to be bound by the terms of reliance set out in this letter. No right to rely on the Report is granted to any other party other than as expressly stated in this section.

This letter must be attached alongside any reproduction of the Report (to the extent such reproduction is permitted).

### **4. Jurisdiction**

This letter is governed by and construed in accordance with the laws of the Province of Ontario.

We trust everything to be to your entire satisfaction and we remain,

Yours truly,

Englobe Corp.

Per: \_\_\_\_\_



Houshang Akbari, P. Eng.  
Team Leader - Geotechnical Engineering - GTA Office