

September 24, 2021

PRIVILEGED AND CONFIDENTIAL

Edenshaw Queen Development Limited

201-129 Lakeshore Road East
Mississauga, ON
L5G 1E5

Attention: David McComb

Subject: Portion of 30 Queen Street East, Mississauga, Ontario (the "Property")
Phase One and Two Environmental Site Assessments
Reliance on Reports
Englobe Project: 128-P-0015492-0-01-222-HG-L-0003-00

Dear Mr. McComb:

In consideration of the sum of \$2.00, the receipt and sufficiency of which is hereby acknowledged by **Englobe Corp.** (the "**Consultant**"), the Consultant has prepared this letter to allow the use of and reliance on the reports listed in Schedule "A" attached hereto (the "**Reports**") prepared with respect to the Property, by the above-named addressees of this letter, the Purchaser (**Edenshaw Queen Development Limited**) and their respective successors and permitted assigns (collectively, the "**Reliance Parties**"), notwithstanding any limitation on reliance contained in the Reports, as if the Reliance Parties were the original addressees.

We confirm that we are prepared to answer queries in respect of the Reports. Further, it should be noted that the use of and reliance on the Reports is governed by and limited to the terms and conditions as set out in the Reports and such other terms and conditions in **Schedule "B"** hereto. In addition, the use of and reliance on the Reports are governed by the following conditions:

1. The information in the Reports relates only to the property described in the Reports. The Consultant makes no representation or warranty whatsoever as to the sufficiency of the Consultant's scope of work for the purposes of the Reliance Parties.
2. The information and conclusions provided in the Reports apply only to the subject property as it existed at the time of the Consultant's site investigations. Should the site use or conditions change, the information and conclusions in the reports may no longer apply.
3. The Consultant makes no representations regarding the marketability of the subject property and none should be inferred based on the Reports.
4. The Reports are intended to be used in their entirety and no excerpts may be taken to be representative of the findings in the assessments.
5. Disclosure or distribution of the Reports to any third party, or any reproduction of such Reports (except as required by your accountants, regulators, and legal advisors, which shall include a copy of this reliance letter) without the prior written consent of the Consultant is prohibited.

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6. This reliance letter is not assignable and does not confer any right or benefit upon any third party unless written agreement is made between the Consultant and the third party.

Subject to each and every of the foregoing conditions, you may rely on the Reports for the express purpose for which they were prepared, subject always to the qualifications and limitations contained in the Reports.

We trust that the foregoing is satisfactory. Should you have any further questions, please contact our office.

Yours truly,
Englobe Corp.



Sam Voore, M.Eng., P.Eng., QP_{ESA}
Director of Operations, Environment – East / GTA, ON

Encls. Schedule "A" Reports
 Schedule "B" Consultant's Statement of Limitations

**SCHEDULE “A”
REPORTS**

1. Phase One Environmental Site Assessment, Portion of 30 Queen Street East, Mississauga, Ontario, Submitted to Metrolinx by Englobe Corp., August 2020 (Report Number: 128-P-0015492-0-01-222-SG-R-0001-00); and
2. Phase Two Environmental Site Assessment, Portion of 30 Queen Street East, Mississauga, Ontario, Submitted to Metrolinx by Englobe Corp., October 2020 (Report Number: 128-P-0015492-0-01-222-HGR-002-00).

SCHEDULE “B”

CONSULTANT’S STATEMENT OF LIMITATIONS

1. Englobe Corp. (Englobe) has performed its services (including the preparation of the Reports) with the skill, care and diligence required by the Contract. ENGLOBE MAKES OR INTENDS NO OTHER WARRANTY, EXPRESS OR IMPLIED.
2. The permission to rely on the Reports extends only to the reports listed above and not to any other report, draft report, correspondence, memos notes, e-mail messages and other documents prepared in the course of services and business between Englobe and the Client.
3. Reliance Party has reviewed the Contract and agrees to be bound by any and all terms and conditions set forth therein (including but not limited to any limitations of liability) and disclaimers contained therein or in the Reports. Englobe’ liability to Reliance Party and to Client for any and all claims, damages, losses, or expenses arising out of reliance on any Reports from any cause including, but not limited to, Englobe’ negligence, strict liability, breach of contract or breach of warranty, shall not in the aggregate exceed the limitation of liability set forth under this Agreement to the Reliance Party and shall not exceed the total amount of fees paid by Client to Englobe hereunder for this assignment (services described in Schedule “A”). Englobe shall not be liable to Reliance Party for any special, indirect or consequential damages, whether caused or alleged to be caused by Englobe’ negligence, strict liability, or any breach of contract or warranty arising out of Reliance Party’s reliance on the Reports. Englobe shall be entitled to raise any rights in defense of liability as it would have had under the Contract. Notwithstanding the foregoing and except as expressly set forth herein, Reliance Party is not a beneficiary under Englobe’ contract with the Client.
4. The Reports were produced and issued by Englobe in relation to a specific property and undertaken in accordance with the Client’s instructions under the Contract and therefore place particular emphasis on the issues which are of relevance, priority and significance to the Client. Reliance Party may rely on the information, data and descriptions in the Reports, however the Reports were not prepared for the purpose of Reliance Party’s reliance. As such, Reliance Party may need additional or specific information, evaluations and analyses to satisfy its own needs. Such information, evaluation and analyses can be developed by the Reliance Party’s own consultants.
5. Englobe assumes no responsibility for information that is not disclosed in the Reports at the Client’s choosing or request or the substance of any other representations or opinions from any third parties summarized in the Reports. Furthermore, Englobe has not independently verified and accepts no responsibility for the completeness or accuracy of any information or documents upon which the Reports are based and which were provided to us by the Client or any other third parties.
6. The contents of and findings of the Reports are relevant as of the original date of the Reports and do not incorporate any facts or information which may have come into existence after the date of the Reports. Englobe has not taken any steps to update the Reports since they were produced and accepts no liability for any part of the Reports that has or may become inaccurate as a result of circumstances that have occurred or arisen after the date of the Reports;
7. This Reliance Party cannot assign this Reliance letter or provide the Reports to any other party and no other third party may rely on the Reports without the prior written consent of Englobe.