



March 12, 2026

City of Mississauga  
Transportation & Works Department  
201 City Centre Drive  
8<sup>th</sup> Floor  
Mississauga, ON L5B 2T4

Attention: Manager, Environmental Site Management & Compliance Environmental Services

**Re: Letter of Reliance: 7564 Tenth Line West, Mississauga, Ontario**  
Pinchin File: 342044

With respect to the above-noted property (Site), Pinchin Ltd. (Pinchin) hereby refers to the following document (Report) prepared by Pinchin solely and exclusively for Prologis Inc. (Client) under contract dated September 4, 2024:

- *"Phase I Environmental Site Assessment, 7564 Tenth Line West, Mississauga, Ontario", Pinchin File 342044, dated October 22, 2024.*

As requested by Client, Pinchin hereby confirms that City of Mississauga (Party) shall be entitled to rely on the Report as if the Report was originally commissioned by them.

This reliance agreement and Party's reliance on the Report are conditional upon Party agreeing to:

1. The terms, conditions and limitations stipulated in Pinchin's Report and the attached Statement of Limitations, with Pinchin's total aggregate liability to the Party not to exceed \$1,000,000.00;
2. Rely on the Report for the express and sole purpose of planning application involving the Site;
3. Rely on the Report in its entirety; and
4. Acknowledge that the accuracy of information was current as of the reporting date, or as otherwise specified in the Report. No warranty is being made or implied regarding changes to Site conditions following the release of the Report;
5. Acknowledge that Pinchin makes no representations or warranties as to the sufficiency of our scope of work for your purposes;
6. Acknowledge that Pinchin makes no representation regarding the marketability of the Site, and none should be inferred based on the Report; and
7. Acknowledge that the Report will be used in its entirety. The Report must be reproduced in whole, and excerpts may not be taken to be representative of the findings in the Report.



Party agrees not to disclose or distribute this agreement or Report to any third party without prior written authorization from Client and Pinchin. This reliance agreement is not assignable and does not confer any right or benefit upon any third party unless advance written agreement is made between Pinchin and the third party.

Should Party not agree with all of the above-noted conditions, then reliance is not granted and this letter should be returned to Pinchin immediately.

Sincerely,

**Pinchin Ltd.**

Prepared by:

Gary Drummond, C.E.T.  
Vice President, Environmental Due Diligence & Remediation (GTA & SWO)

Encl.: Statement of Limitations

Template: Reliance Bentall GWL Morguard With Limitations For Purchasers, August 19, 2025



## Statement of Limitations

7564 Tenth Line West, Mississauga, Ontario  
City of Mississauga

March 12, 2026  
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1. Any work performed by Pinchin was conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work was performed.
2. No warranty is either expressed or implied, or intended by this agreement or by furnishing oral or written reports or findings.
3. Party acknowledges that subsurface and concealed conditions may vary from those encountered or inspected. Pinchin only commented on the environmental conditions observed on the date the assessment was performed.
4. The work was limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but were not investigated within the scope of this assignment.
5. Any budget estimates provided are preliminary and subject to verification unless otherwise agreed.
6. Pinchin makes no representations or warranties whatsoever, including those concerning the legal significance of our findings, or as to other legal matters touched on in the reports, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and we undertake no, and expressly disclaim, obligation to advise Party of such change. Pinchin accepts no responsibility for consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.
7. The liability of Pinchin or our officers, directors, shareholders or staff will be limited to the lesser of \$1,000,000.00 or actual damages incurred by the Client.
8. Pinchin will not be responsible for any consequential or indirect damages. Pinchin will only be liable for damages resulting from negligence of Pinchin. Pinchin will not be liable for any losses or damage if Party has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.
9. Information provided by Pinchin is intended for Party use only. Pinchin will not provide results or information to any party other than Party, unless Party, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
10. All reports, plans, data, notes, drawings, and other documents prepared by Pinchin are considered its professional work product. Pinchin shall own the copyright and other intellectual property rights in all of such documents including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of the Work are intended for one time use only.
11. The Phase I ESA was performed in order to identify potential issues of environmental concern associated with the Site located at Site at the time of the Site reconnaissance.



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12. The information provided in the Phase I ESA Report is based upon analysis of available documents, records and drawings, and personal interviews. In evaluating the Site, Pinchin has relied in good faith on information provided by other individuals noted in the Phase I ESA. Pinchin has assumed that the information provided is factual and accurate. In addition, the findings in this report are based, to a large degree, upon information provided by the current owner/occupant. Pinchin accepts no responsibility for any deficiency, misstatement or inaccuracy contained in the Phase I ESA as a result of omissions, misinterpretations or fraudulent acts of persons interviewed or contacted, or contained in reports that were reviewed. The scope of work for the Phase I ESA did not include an intrusive investigation for designated substances (i.e., asbestos, mould, etc.) and, therefore, these materials may be present in concealed areas.
13. The CSA document entitled "*Phase I Environmental Site Assessment, CSA Standard Z768-01*" dated November 2001 (reaffirmed 2012), does not apply to environmental auditing or environmental management systems. Therefore, with respect to Site operations and conditions, compliance with applicable Federal, Provincial or Municipal acts, regulations, laws and/or statutes was not evaluated as part of the Reports.