



## RELIANCE LETTER

Thursday, May-02-19

Halton Region  
1151 Bronte Road,  
Oakville, Ontario L6M 3L1  
(the “**Relying Party**”)

**Re:** Third Party Reliance regarding 174 Lakeshore Road West, 87 and 91 Brookfield Road, Oakville, ON (the “**Project**”)

Dear Sir/Madam:

We were appointed by Would Be Development Inc. (“**Client**”) pursuant to the Project to carry out professional services including the preparation of the following report(s):

- Phase I Environmental Site Assessment, 174 Lakeshore Drive West, 87 and 91 Brookfield Road, Oakville, Ontario. Genivar Inc., September 13, 2012 (Project No. 121-22769-00)
- Phase I Environmental Assessment Update, 174 Lakeshore Road West, 87 and 91 Brookfield Road, Oakville, ON. WSP Canada Inc., November 6, 2018 (Project No. 181-14954-00)

(the “**Reports**”)

The assessment was carried out on behalf of the Client and was prepared for Client’s sole use. Client has requested that WSP consent to the use of the Report by the Relying Party. In consideration of the representations and promises made herein by Client and Relying Party, WSP consents to the use of the Report by Relying Party for the sole purpose of land conveyance (the “**Purpose**”) provided that Relying Party agrees to the following terms and conditions:

1. The Report may be relied upon by the Relying Party only to the extent that the original Client was entitled to rely on the Report. Without limiting the terms and conditions set forth herein, Relying Party acknowledges and agrees to be subject to the limitations and conditions stated in the Report.



2. All information received from the Client and third parties in the preparation of the Report has been assumed to be correct and WSP assumes no responsibility for the accuracy, completeness or workmanship of any such information.
3. The information and conclusions contained in the Report apply as it existed at the time of its assessment. Should the site use or conditions change, the information and conclusions in the Report may no longer apply. Furthermore, Relying Party acknowledges that the Report is time dependent and that no such use or reliance upon said Report shall occur after 12 months from the date of the Report without WSP's prior written authorization.
4. The Report relates solely to the specific Project for which WSP was retained and the stated objective for which the Report was prepared and shall not be used or relied upon by the Relying Party for any variation or extension of this project, any other project or any other purpose.
5. Relying Party agrees that the Report shall not be relied upon for a publicly available financial prospectus purpose.
6. The Report is intended to be used in its entirety. No excerpts may be taken to be representative of the findings in the assessment.
7. The Report may not be reproduced in whole or in part, except as required by the Relying Party's solicitors or advisors, without the prior written consent of WSP. In any event, the Report shall be provided in its entirety, with a copy of this Reliance Letter attached.
8. Any unauthorized use or reliance, including without limitation any use contrary to the aforementioned articles 1 through 7 shall be at the Relying Party's own risk and the Relying Party expressly agree to defend, indemnify and hold harmless WSP from any claim, liability or cost, including legal fees and defense costs, arising or allegedly arising out of any such unauthorized use of or reliance on the Report by the Relying Party or any person that obtains the Report from or through the Relying Party.
9. This Reliance Letter is not assignable and does not confer any right or benefit upon any third party unless written agreement is made between WSP and the third party. WSP accepts no responsibility for any loss or damage suffered by a third party as a result of decisions made or actions based on the Report.
10. It is understood and agreed by the Relying Party that WSP provides no warranty, express or implied, of any kind. Without limiting the generality of the foregoing, it is agreed and understood by the Relying Party that WSP makes no representation or warranty whatsoever as to the sufficiency of the scope of work described in the Report.



11. Notwithstanding anything to the contrary that may be contained in this Reliance Letter or arising out of the Report, the Relying Party hereby agrees that the maximum liability of WSP to all parties relying on the Report including the Client in the aggregate, for any and all claims arising out of or related to the Report, under any theory of law, including but not limited to claims for errors, omissions, negligence and/or negligent misrepresentation, shall be strictly limited to the greater of WSP's fees paid by the Client or \$250,000.
12. To the fullest extent permitted by law, it is agreed that WSP shall bear no liability whatsoever for any special, incidental, exemplary, indirect or consequential damages arising out of the Report or this Reliance Letter, including but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of opportunity or any other consequential damages, howsoever caused.
13. This Reliance Letter shall be governed by and construed under the laws of the Province of Ontario and federal laws applicable herein without regard to its conflicts of laws principles.

The use of or reliance on the Report by Relying Party shall irrevocably be deemed the agreement of the Relying Party to the foregoing, including, without limitation, as it relates to the fact that all the limitations and conditions contained in the Report or herein shall be fully applicable to the Relying Party.

No further reliance is authorized by this Reliance Letter. This Reliance Letter does not grant the right to rely to other parties.

Yours truly,

A handwritten signature in black ink, appearing to read 'Eric Giroux', written in a cursive style.

---

WSP Canada Inc.  
Eric Giroux, Eng., M.Sc.  
Vice-President of Canadian Operations - Environment