



February 2, 2023

Project No. 19124906

**Ian Morin, Director Real Estate Finance Division**

CIBC Commercial Banking  
10102 Jasper Avenue  
2nd Floor  
Edmonton, Alberta  
T5J 1W5

**RELIANCE AGREEMENT  
PHASE ONE AND TWO ENVIRONMENTAL SITE ASSESSMENTS, WATERIDGE VILLAGE PHASE  
4, PART OF 1076 HEMLOCK PRIVATE, OTTAWA, ONTARIO**

Mr Morin:

Canada Lands Company Limited (the Client) has requested that WSP Canada Ltd. ("WSP") provide CIBC this letter to allow for reliance upon the environmental reports listed below (Report) prepared by WSP and Golder Associates Ltd., a member of WSP, solely and exclusively for the Client under contract dated June 12, 2020, and entitle CIBC to rely upon the contents of such Reports.

- Phase One Environmental Site Assessment, Wateridge Village Phase 4, Part of 1076 Hemlock Private, Ottawa, Ontario, dated June 2022
- Phase Two Environmental Site Assessment, Conceptual Site Model, Wateridge Village Phase 4, Part of 1076 Hemlock Private, Ottawa, Ontario, dated January 2023

In order to facilitate the Clients request and to establish privity between CIBC and WSP, this reliance agreement, and any reliance on the Reports, is conditioned upon CIBC (i) agreeing to the terms, conditions, and limitations stipulated in WSP's general terms and conditions (enclosed) and in the Report (enclosed), and, (ii) agreeing to only rely on any Report in its entirety. In the event that CIBC does not agree with these conditions, which are pre-conditions to any reliance on the enclosures, please immediately return this letter with the enclosures attached.

The scope and the period of WSP's assessment are described in the Reports, and are subject to restrictions and limitations. WSP did not perform a complete assessment of all possible conditions or circumstances that may exist at the site referenced in the Reports. Conditions may therefore exist which were undetectable given the limited nature of the inquiry WSP was retained to undertake with respect to the site. Accordingly, additional environmental studies and actions may be required. In addition, it is recognized that the passage of time affects the information provided in such reports. WSP's opinions are based upon information that existed at the time of the writing of the Reports. It is understood that the services provided for in the scope of work allowed WSP to form no more than an opinion of the known conditions of the site at the time the site was visited and cannot be used to assess the effect of any subsequent changes in any laws, regulations, the environmental quality of the site or its surroundings. If a service is not expressly indicated, do not assume it has been provided.

CIBC agrees not to disclose or distribute the agreement or Reports furnished hereunder to any third party, or make any reproductions (except for those required by its accountants, regulators, and legal advisors, which shall include a copy of this reliance agreement). 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 WSP and the third party.

CIBC hereby waives any known or potential conflict of interest, breach of any duty, fiduciary or otherwise, or any similar claim, in relation to the provision of reliance on the Reports to the CIBC. CIBC agrees that WSP will not act for the CIBC in relation to any claim that may arise in relation to the Services or any claims in relation to the Property if any claims or disputes arise in the future subject to the advice of counsel at the time of any dispute.

Subject to each and every of the foregoing conditions CIBC may rely on the Reports for the express purpose of evaluating the environmental quality of the property in support of financing the property, subject always to the qualifications and limitations contained in the Reports and collectively, with **Canada Lands Company Limited**, has no greater rights than those of **Canada Lands Company Limited**, contained in the Report and in the attached terms and conditions entered into with the Client.

If you have any questions, please do not hesitate to contact me at (613) 592-9600.

**WSP CANADA LTD**



Keith Holmes, P.Geo.  
*Principal Geoscientist*

KPH

Attachments: General Terms and Conditions  
Phase One ESA report  
Phase Two ESA CSM report



## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim** or **Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of five percent (5%) per annum.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.
- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law** or **Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandataries, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the client by WSP and dated \_\_\_\_\_.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers \_\_\_\_\_.
- (q) **Services Agreement** has the meaning given to such term in subsection 20.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the project is located.
- (t) **WSP** means WSP Canada Inc.

### 2. INTERPRETATION

2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:

- (a) the General Terms and Conditions;
- (b) the Proposal, excluding the General Terms and Conditions and the attachments;
- (c) if applicable, the other attachments to the Proposal;
- (d) if applicable, the Purchase Orders.

2.2 **Severability.** If any term, covenant or condition of the General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other



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than the General Terms and Conditions that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

### 3. SCOPE OF SERVICES

3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.

3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposal.

### 4. OBLIGATIONS OF WSP

4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.

4.2 **Obligations.** WSP shall comply with the following provisions:

- (a) it shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete;
- (b) it shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work performed by such consultants, contractors, subcontractors, suppliers or service providers, nor shall it monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project;
- (c) it shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by WSP;
- (d) it shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it;
- (e) it shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.

### 5. OBLIGATIONS OF THE CLIENT

5.1 **General Obligations.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.

5.2 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.

5.3 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.

5.4 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

### 6. CHANGES

6.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.

6.2 **Change Indemnity.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or an indemnity or both, and shall amend the Agreement in writing accordingly.

6.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or indemnity or both.

### 7. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

7.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.

7.2 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of an indemnity to WSP.

7.3 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.

7.4 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

### 8. INSURANCE

8.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.

8.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a



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Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

### 9. LIABILITY AND INDEMNIFICATION

9.1 **Liability of the Parties.** Subject to the limitations of liability indicated in section 10, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:

- (a) third persons;
- (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

### 10. LIMITATION OF LIABILITY

10.1 **Limitation of Liability.** Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.

10.2 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.

10.3 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.

10.4 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.

### 11. FORCE MAJEURE EVENT

11.1 **Force Majeure Event.** If, owing to a force majeure event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.

### 12. INDEPENDENT CONTRACTOR

12.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.

### 13. PAYMENT

13.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within 30 days of receipt thereof.

If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within 10 days of receipt of the invoice. If the Client does not notify WSP within said 10 days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.

13.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.

13.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at an annual rate of five percent (5%).

### 14. SUSPENSION OR TERMINATION

14.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:

- (a) the Completion date;
- (b) the termination date if the termination occurs in accordance with this section.

14.2 **Termination by the Client.** In the event of a material failure by WSP to fulfill any of its obligations under the Agreement, the Client shall notify it that the default must be cured. If WSP fails to cure the default within 30 days of receipt of such notice or, if the default cannot be cured immediately, fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to WSP. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to WSP for the Services provided up to the termination date, in addition to all the costs incurred by WSP up to said date, in the manner set forth in the Agreement.

14.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

14.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by 30 days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs





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incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

- 14.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more than 30 days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

### 15. CONFIDENTIALITY

- 15.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

### 16. DISPUTE RESOLUTION

- 16.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 16.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation and binding arbitration.

### 17. NOTICES

- 17.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

### 18. SURVIVAL OF PROVISIONS

- 18.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 7 *Ownership of Deliverables and Intellectual Property Rights*, Section 9 *Liability and Indemnification*, Section 10 *Limitation of Liability*, Section 15 *Confidentiality*, Section 16 *Dispute Resolution*, and Section 19 *Governing Laws*.

### 19. GOVERNING LAWS

- 19.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 16 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.

- 19.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

### 20. GENERAL PROVISIONS

- 20.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties shall attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they shall agree in writing to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 20.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 20.3 **Entire Agreement.** Subject to the provisions of Subsection 20.1 hereof, the Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 20.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 20.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 20.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

**END OF DOCUMENT**