RELIANCE LETTER

Friday, November-10-23

Conservation Halton, 2596 Britannia Road West, Burlington, ON L7P 0G3

City of Burlington, 426 Brant Street, PO Box 5013, Burlington, ON L7R 3Z6

(the "**Relying Party**"

Re: Third Party Reliance regarding 1450 King Road, Burlington, ON (the "**Project**")

Dear Sir/Madam:

We were appointed by Astra Realty Management Incorporated (formerly Quantum Realty Management) ("**Client**") pursuant to the Project to carry out professional services including the preparation of the following reports:

- Geotechnical Investigation Report, 1450 King Road, Burlington, WW21012079, dated January 24, 2022 prepared by Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited (whose E&I division is now known as WSP E&I Canada Limited, a wholly owned subsidiary of WSP Canada Inc.).

- Letter report titled "Supplementary Assessment of Regulatory Setbacks, 1450 King Road, WW21012079-L01" dated September 28, 2023 and prepared by WSP E&I Canada Limited.

(the "**Reports**")

The assessments were 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 Reports 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 Reports by Relying Party for the sole purpose of executing a land swap involving the subject site owned by the Client and lands owned by the City of Burlington, which is a Relying Party. Both properties being considered in the land swap contain lands regulated by Conservation Halton, which is also a Relying Party (the "**Purpose**") provided that Relying Party agrees to the following terms and conditions:

1. The Reports may be relied upon by the Relying Party only to the extent that the original Client was entitled to rely on the Reports. 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 Reports.

2. All information received from the Client and third parties in the preparation of the Reports 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 Reports apply as it existed at the time of its assessment. Should the site use or conditions change, the information and conclusions in the Reports may no longer apply. Furthermore, Relying Party acknowledges that the Reports is time dependent and that no such use or reliance upon said Reports shall occur after 24 months from the date of the Reports without WSP's prior written authorization.

4. The Reports relates solely to the specific Project for which WSP was retained and the stated objective for which the Reports were 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 Reports shall not be relied upon for a publicly available financial prospectus purpose.

6. The Reports are intended to be used in their entirety. No excerpts may be taken to be representative of the findings in the assessment.

7. The Reports 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 Reports shall be provided in their 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 Reports by the Relying Party or any person that obtains the Reports 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 Reports.

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 Reports, the Relying Party hereby agrees that the maximum liability of WSP to all parties relying on the Reports including the Client in the aggregate, for any and

all claims arising out of or related to the Reports, 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 Reports 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.

Please acknowledge the acceptance of these conditions by signing in the space provided below and returning this Reliance Letter to WSP. The use of or reliance on the Reports by Relying Party shall constitute the agreement of the Relying Party to be bound to the foregoing conditions.

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

Yours truly,

Relying Party
Name: Conservation Halton
Title: …….

Relying Party
Name: The City of Burlington
Title: …….

WSP E&I Canada Limited
Name: Taner Aktas
Title: Southwest Ontario Team Lead – Geotechnical