

Our ref: 12646241

05 September 2024

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**Program Manager, Ottawa Innovation Campus**  
**Nokia Canada Inc.**  
**600 March Road**  
**Ottawa, Ontario K2K 2T6**

(hereinafter referred to as the "Relying Party")

**Reliance Letter for Geotechnical Investigation and Hydrogeological Assessment**  
**600 March Road, Ottawa, Ontario**

GHD Limited ("GHD") completed a Geotechnical Investigation and Hydrogeological Assessment (Geo/Hydrogeo Assessment) of the property located at 600 March Road, Ottawa, Ontario (referred as the "Site"), on behalf of First Gulf (referred as the "Client"). The Site is currently owned by the Relying Party, but the Geo/Hydrogeo Assessment was completed on behalf of the Client. The findings of the Geo/Hydrogeo Assessment are presented in the below report (hereafter referred to as "the Reports"), entitled:

- "Geotechnical Investigation and Hydrogeological Assessment, 600 March Road, Kanata (Ottawa), Ontario" prepared for First Gulf, dated March 13, 2024

GHD did not contract with or intend to benefit any third party in the provision of the professional services resulting in the Reports to the Client. Similarly, GHD was not paid by the Client to benefit any third party in the provision of such professional services prior to the generation of the Reports. The scope of professional services associated with the Reports was limited to the specific requirements of the Client in light of the Client's objectives, schedule, budget, and risk management preferences. As a consequence, certain items may have been intentionally omitted from the scope of services provided to Client, and may have not been provided for within the Reports. In addition, based on Client's objectives, schedule, budget, and risk management preferences, GHD may not have performed a complete investigation or assessment of all possible conditions or circumstances that may exist at the Site. The scope of professional services provided to the Client is contained in the proposals by GHD to the Client and contract between GHD and the Client.

Provided the Relying Party agrees to be bound by and subject to the terms, conditions, limitations and qualifications contained in: (i) this Letter, (ii) the Reports, and (iii) GHD's proposals to the Client, the Reports may be relied on by the Relying Party, and only the Relying Party (specifically named above), but only to the extent the Relying Party:

- i. Use the Reports solely in connection with the Site referenced above.
- ii. Use the Reports only for the specific purpose articulated by the Client at the time the professional services were performed.
- iii. Acknowledge the Reports relate solely to the scope of work as authorized by the Client.
- iv. Acknowledge the Reports apply only to conditions and observations at the time the Site reconnaissance and work was performed.

- v. Acknowledge that the passage of time may affect the validity and applicability of the information and findings contained within the Reports.

No reliance by the Relying Party is permitted without such acknowledgement and agreement of the conditions set out within this Letter. The Reports are based solely upon the professional services provided to the Client by GHD, as described in the Reports, and do not include any professional services not expressly indicated within the Reports. This Letter does not in any way serve as an update or a modification of the Reports to the Client. GHD makes no representation or warranty, express or implied, that the condition of the Site on the date of this Letter is the same or similar to the condition of the Site at the time the Site reconnaissance and work were performed. GHD expressly rejects responsibility for any changes in Site conditions that have occurred at the Site since the date of GHD's Site activities.

GHD has had no direct discussion with the Relying Party regarding the findings of the Reports and the associated potential environmental impact to the Site and the Relying Party has not provided any information to GHD as a potential user of the Reports. Accordingly, GHD expressly does not accept any responsibility for interpretation by the Relying Party, of the information presented in the Reports, or actions taken by the Relying Party, in whole or in part, based on their interpretation of such information.

GHD represents that it has completed all professional services resulting in the Reports in a manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times in the same locale. GHD makes no other representations or warranties to Relying Party express or implied, within this Letter or otherwise. GHD shall not be liable for any indirect, consequential, special, exemplary, incidental or punitive damages arising from any reliance by the Relying Party on the Reports including but not limited to loss of use, revenue, profits and goodwill.

If it can be shown that GHD failed to meet the standard of performance indicated above for any professional services resulting in the Reports, then for any and all damages suffered by the Relying Party as a result of any reliance on the Reports, or for any and all alleged damages arising out of this Letter generally, GHD's liability, to the fullest extent permitted by law, including that of its employees, agents, directors, officers, and representatives, shall not exceed \$1,000,000. GHD shall not be liable to the Relying Party for any damages of any kind whatsoever where it cannot be shown that the standard of performance indicated above had not been met. The Relying Party waives any and all other potential claims against GHD in any way connected to this Letter.

No other parties, other than the Relying Party named above, shall be entitled to rely on the Reports, or any information contained within it, without the express written consent of GHD. If the Reports are reused or relied on without the express written consent of GHD, GHD will not be held responsible for any claims, damages, losses, or expenses whatsoever resulting from any such unauthorized reuse or reliance.

Sincerely,

GHD



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