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THIS AGREEMENT IS ENTERED INTO this 11 day of October, 2022 between  
Duncan Craig LLP "CLIENT" and  
PARKLANDGEO LTD., hereinafter referred to as "CONSULTANT".

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WHEREAS CLIENT desires CONSULTANT to perform certain technical services, the CLIENT and CONSULTANT have agreed that such services shall be performed in accordance with the terms and conditions set forth herein.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **STANDARD OF CARE** - In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. No other warranty expressed or implied is made or intended by this agreement or by furnishing oral or written reports of the findings made. The CONSULTANT is to be liable only for damage directly caused by the negligence of the CONSULTANT. The CLIENT recognizes that subsurface conditions will vary from those encountered at the location where borings, surveys, or explorations are made and that the data, interpretations and recommendation of the CONSULTANT are based solely on the information available to him. Classification and identification of soils, rocks, geological units, contaminated materials and contaminant quantities will be based on commonly accepted practices in geotechnical consulting practice in this area. The CONSULTANT will not be responsible for the interpretation by others of the information developed.
2. **SITE INFORMATION** - The CLIENT agrees to fully cooperate with the CONSULTANT and provide all information with respect to the past, present and proposed conditions and use of the Site whether specifically requested or not. The CLIENT acknowledges that in order for the CONSULTANT to properly advise and assist the CLIENT in respect of the investigation of the Site, the CONSULTANT is relying upon full disclosure by the CLIENT of all matters pertinent to an investigation of the Site.  
  
Where specifically stated in the scope of work, the CONSULTANT will perform a review of the historical information obtained or provided by the Client to assist in the investigation of the Site unless and except to the extent that such a review is limited or excluded from the scope of work.
3. **DELAYS AND INTERRUPTIONS** - Should the CONSULTANT be delayed or interrupted by others in the performance of its services or be required to perform additional services as a result of any delay or interruption caused by others, the CONSULTANT shall be equitably compensated by the CLIENT for all costs, charges and expenses which it may incur resulting from such delay or interruption.
4. **RIGHT OF ENTRY** - The CLIENT is responsible for ensuring that the CONSULTANT is provided unencumbered access to the property to the extent necessary for the CONSULTANT to complete the scope of work to CONSULTANT's satisfaction. The CLIENT is solely responsible for obtaining permission and permits for the CONSULTANT to enter onto the subject site, including informing tenants. The CLIENT shall also provide the CONSULTANT with the location of all underground utilities and structures on the subject site, unless otherwise agreed to in writing. While the CONSULTANT will take all reasonable precautions to avoid and minimize any damage to any sub-terrain utilities or structures, the CLIENT agrees to hold the CONSULTANT harmless for any damage to any sub-terrain utilities or structures or any damage occasioned in gaining access to the subject site.
5. **COMPLETE REPORT** - The Report is of a summary nature and is not intended to stand alone without reference to the instructions given to the CONSULTANT by the CLIENT, communications between the CONSULTANT and the CLIENT, and to any other reports, writings or documents prepared by the CONSULTANT for the CLIENT relative to the specific Site, all of which constitute the Report. The word "Report" shall refer to any and all of the documents referred to herein. In order to properly understand the suggestions, recommendations and opinions expressed by the CONSULTANT, reference must be made to the whole of the Report. The CONSULTANT cannot be responsible for

use of any part or portions of the report without reference to the whole report. The CLIENT agrees that any and all reports prepared by the CONSULTANT shall contain the following statement:

"This report has been prepared for the exclusive use of (CLIENT NAME). Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. PARKLANDGEO LTD. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report."

The CLIENT agrees that in the event that any such report is released to a third party, such disclaimer shall not be obliterated or altered in any manner. The CLIENT further agrees that all such reports shall be used solely for the purposes of the CLIENT and shall not be released or used by others without the prior written permission of the CONSULTANT.

6. LIMITATIONS ON SCOPE OF INVESTIGATION AND WARRANTY DISCLAIMER

There is no warranty, expressed or implied, by the CONSULTANT that:

- a) the investigation shall uncover all potential geo-hazards, contaminants or environmental liabilities on the Site; or
- b) the Site will be entirely free of all geo-hazards or contaminants as a result of any investigation or cleanup work undertaken on the Site, since it is not possible, even with exhaustive sampling, testing and analysis, to document all potential geo-hazards or contaminants on the Site.

The CLIENT acknowledges that:

- a) the investigation findings are based solely on the information generated as a result of the specific scope of the investigation authorized by the CLIENT;
- b) unless specifically stated in the agreed Scope of Work, the investigation will not, nor is it intended to assess or detect potential contaminants or environmental liabilities on the Site;
- c) any assessment regarding geological conditions on the Site is based on the interpretation of conditions determined at specific sampling locations and depths and that conditions may vary between sampling locations, hence there can be no assurance that undetected geological conditions, including soils or groundwater are not located on the Site;
- d) any assessment is also dependent on and limited by the accuracy of the analytical data generated by the sample analyses;
- e) any assessment is also limited by the scientific possibility of determining the presence of unsuitable geological conditions for which scientific analyses have been conducted; and
- f) the laboratory testing program and analytical parameters selected are limited to those outlined in the CLIENT's authorized scope of investigation; and
- g) there are risks associated with the discovery of hazardous materials in and upon the lands and premises which may inadvertently discovered as part of this investigation. The CLIENT acknowledges that it may have a responsibility in law to inform the owner of any affected property of the existence or suspected existence of hazardous materials. The CLIENT further acknowledges that any such discovery may result in the fair market value of the lands and premises and of any other lands and premises adjacent thereto to be adversely affected in a material respect.

7. COST ESTIMATES - Estimates of remediation or construction costs can only be based on the specific information generated and the technical limitations of the investigation authorized by the CLIENT. Accordingly, estimated costs for construction are based on the known site conditions, which can vary as new information is discovered during construction. As some construction activities are an iterative exercise, the CONSULTANT shall therefore not be liable for the accuracy of any estimates of remediation or construction costs provided.

8. CONTROL OF WORK SITE AND JOBSITE SAFETY - The CONSULTANT is only responsible for the activities of its employees on the jobsite. The presence of the CONSULTANT personnel on the Site shall not be construed in any way to relieve the CLIENT or any contractors on Site from their

responsibilities for Site safety. The CLIENT undertakes to inform the CONSULTANT of all hazardous conditions, or possible hazardous conditions which are known to him. The CLIENT also recognizes that the activities of the CONSULTANT may uncover previously unknown hazardous materials and that such a discovery may result in the necessity to undertake emergency procedures to protect the CONSULTANT employees as well as the public at large and the environment in general. The CLIENT also acknowledges that in some cases the discovery of hazardous conditions and materials will require that certain regulatory bodies be informed and the CLIENT agrees that notification to such bodies by the CONSULTANT will not be a cause of action or dispute.

**9. LIMITATION OF RESPONSIBILITY**

**LIMITATION OF LIABILITY** - The CLIENT hereby agrees that to the fullest extent permitted by the law the CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in anyway relating to the Project, the Site, or this agreement from any cause or causes including but not limited to the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total amount paid by the CLIENT for the services of the CONSULTANT under this contract or \$50,000, whichever is greater.

**NO SPECIAL OR CONSEQUENTIAL DAMAGES** - The CLIENT and CONSULTANT agree that to the fullest extent permitted by law the CONSULTANT shall not be liable to the CLIENT for any special, indirect or consequential damages whatsoever, whether caused by the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause of causes whatsoever.

**INDEMNIFICATION** - To the fullest extent permitted by law, the CLIENT agrees to defend, indemnify and hold the CONSULTANT, its directors, officers, employees, agents and subcontractors, harmless from and against any and all claims, defence costs, including legal fees on a full indemnity basis, damages, and other liabilities arising out of or in any way related to the CONSULTANT's reports or recommendations concerning this Agreement, the CONSULTANT's work and presence on the project property, or the presence, release, or threatened release of hazardous substances or pollutants on or from the Site; provided that the CLIENT shall not indemnify the CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of the CONSULTANT, its agents or subcontractors.

10. **FINANCIAL CONTRACTUAL TERMS** - The CONSULTANT will submit monthly invoices to the CLIENT and a final bill upon completion of the work. Payment is due upon presentation of invoice and is past due thirty (30) days from the date the invoice is received. No holdbacks will apply to the fees earned herein or to third party billings associated with the CONSULTANT's work. The CLIENT agrees to pay a finance charge of two percent (2%) per month compounded monthly (annual rate of 26.83%) on past due accounts. If payment remains past due forty-five (45) days from the date the invoice is sent, then the CONSULTANT shall have the right to suspend all work under this Agreement, without prejudice, and all reasonable demobilization and other suspension costs will be paid by CLIENT. The CLIENT agrees that any collection fees, including consultant, agency, legal fees on a full indemnity basis and court fees, incurred by the CONSULTANT shall be payable over and above the contract amount.
11. **EXTENT OF AGREEMENT** - This Agreement represents the entire Agreement between the CLIENT and the CONSULTANT and supercedes any and all prior negotiations, representations, or agreements, either written or oral. Work beyond the scope of services or re-doing any part of the services through no fault of the CONSULTANT, shall constitute extra work and shall be paid for by the CLIENT on a "time and materials" basis in addition to any other payment provided for in this Agreement.
12. **DISPUTES** - Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by technical and contractual personnel for each party performing this Subcontract, 2) by executive management of

each party, 3) by mediation, 4) by arbitration if both parties agree, or 5) through the court system of the jurisdiction of the CONSULTANT office that entered this Agreement.

13. **TERMINATION** - This Agreement may be terminated by the CONSULTANT for any reason whatsoever upon ten (10) days written notice supplied by the CONSULTANT to the CLIENT. In the event that this Agreement is terminated by the CONSULTANT, the CLIENT shall pay the CONSULTANT for all work performed by the CONSULTANT and any de-mobilization charges by the CONSULTANT incurred to the date of the notice of termination of the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed, as of the date and year first set forth below in the City of Red Deer, Alberta:

**FOR THE CONSULTANT:**

Consultant: ParklandGEO Ltd.

Signature:

*Brad Gavronsky*

Print Name: ~~Gavin Mayer~~

*BRAD GAVRONSKY*

Title: ~~Geotechnical Engineer~~

*MANAGER, GEOTECHNICAL ENGINEERING*

Date:

*Oct 11, 2022*

**FOR THE CLIENT:**

Client: Duncan Craig LLP

Signature:

*John Kosolowski*

Print Name: John Kosolowski

Title:

Counsel

Date:

October 11, 2022

Please execute this agreement and return the last page by fax or e-mail (pdf) to:

ParklandGEO Ltd.  
#102, 4756 Riverside Drive  
Red Deer, Alberta  
T4N 2N7

Phone: 403 / 343 - 2428

Fax: 403 / 343 - 7699

\*REFERENCE: Proposal Number: ED22-306