[LETTERHEAD OF CONSULTANT]

PRIVILEGED AND CONFIDENTIAL

[DATE]

[Insert name of Preferred Proponent]
[Insert address of Preferred Proponent]

and the above Preferred Proponent's Lenders and Agent

and

The City of Winnipeg
185 King Street
Winnipeg MB R3B 1J1

Re: Professional Engineering Consulting Services for Design and Contract Administration of the NEWPCC Primary Clarification Upgrades (the "Project") – Reliance on Reports

Dear Sirs/Mesdames:

In consideration of the sum of $2.00, the receipt and sufficiency of which is hereby acknowledged by **[Insert Consultant's Name]** (the "**Consultant**"), the Consultant has prepared this letter to allow the use of and reliance on the reports listed in Schedule "A" attached hereto (the "**Reports**") prepared in connection with the Project, by the Proponent who is ultimately successful under the RFP **[NTD: Insert name of Preferred Proponent when identified]** (the "**Preferred Proponent**") **[and] [NTD: If required, insert the City if not included in underlying report]**, **[their/its]** respective successors and permitted assigns, and the Preferred Proponent's lenders and/or lenders' agent as listed in the Preferred Proponent's submission documents for the RFP (the "**Preferred Proponent's Lenders and Agent**", as applicable), notwithstanding any limitation on reliance contained in the Reports, as if the Preferred Proponent, the Preferred Proponent's Lenders and Agent **[and The City]** were the original addressees.

We confirm that we are prepared to answer queries in respect of the Reports. Further, it should be noted that the use of and reliance on the Reports is governed by and limited to the terms and conditions as set out in the Reports and such other terms and conditions in Schedule "B" hereto. In addition, the use of and reliance on the Reports are governed by the following conditions:

1. The information in the Reports relates only to the property described in the Reports. The Consultant makes no representation or warranty whatsoever as to the sufficiency of the Consultant's scope of work for the purposes of the Preferred Proponent, including in its capacity as Project Co (as this entity is defined in the Project Agreement for the Project between The City and Project Co).

2. The information and conclusions provided in the Reports apply only to the subject property as it existed at the time of the Consultant's site investigations. Should the site use or conditions change, the information and conclusions in the reports may no longer apply.

3. The Consultant makes no representations regarding the marketability of the subject property and none should be inferred based on the Reports.

4. The Reports are intended to be used in their entirety and no excerpts may be taken to be representative of the findings in the assessments.

5. Disclosure or distribution of the Reports to any third party, or any reproduction of such Reports (except as required by your accountants, regulators, and legal advisors, which shall include a copy of this reliance letter) without the prior written consent of the Consultant is prohibited.

6. This reliance letter is not assignable and does not confer any right or benefit upon any third party unless written agreement is made between the Consultant and the third party.

Subject to each and every of the foregoing conditions, you may rely on the Reports for the express purpose for which they were prepared, subject always to the qualifications and limitations contained in the Reports **[and you have no greater rights than those of The City as contained in the Reports] [NTD: Insert only if The City is named as a party to the Reports]**.

We trust that the foregoing is satisfactory. Should you have any further questions, please contact our office.

Yours truly,

[Insert Consultant's Name]

SCHEDULE "A"

REPORTS

[INSERT LIST OF REPORTS]

SCHEDULE "B"

CONSULTANT'S STATEMENT OF LIMITATIONS

[NTD: Please include in this Schedule "B" a complete statement of all limitations and restrictions on the scope of the work undertaken, the liability of the Consultant under the applicable Report(s), and the extent to which the addressees are entitled to rely upon such Report(s).]