COMMERCIAL INSPECTION AGREEMENT

Website reference copy

1. Scope of Inspection

TRU Inspections will perform a visual, non-invasive inspection of the readily visible and safely accessible areas, systems, and components of the Property and will provide the Client with a written inspection report ("Report").

The inspection is a limited commercial property condition inspection intended to identify and communicate significant observable physical deficiencies, evidence of material deterioration, and conditions that, in the Inspector's professional opinion, may warrant repair, replacement, further investigation, or evaluation by an appropriately qualified specialist.

The inspection methodology is generally informed by recognized commercial property assessment practices, including principles contained in ASTM E2018, Standard Guide for Property Condition Assessments, where reasonably applicable to the agreed scope of the inspection. The inspection is not represented as, and shall not be construed to constitute, a Property Condition Assessment performed in full accordance or compliance with ASTM E2018.

The scope of the inspection is specifically defined by this Agreement and is limited to conditions that are visible and readily and safely accessible at the time of inspection. The inspection does not include destructive or invasive investigation, engineering analysis, specialist testing, comprehensive code-compliance review, or other services unless specifically agreed to in writing.

The Report reflects the apparent condition of the Property at the time of inspection and is intended to assist the Client in understanding significant observable conditions affecting the Property. It is supplementary to, and does not replace, seller or owner disclosures, specialist investigations, environmental assessments, engineering studies, or other due-diligence services that may be appropriate for the Property.

2. Fees and Report Release

The inspection fee is payable immediately following the inspection unless otherwise agreed in writing. The Report will be released upon receipt of full payment. A $25 fee applies to any dishonoured cheque or returned payment.

3. Included Systems and Components

Subject to the agreed scope, visibility, accessibility, safety, and site conditions, the inspection may include the following building systems and components: site and exterior elements; roofing; foundation and visible structural components; plumbing; electrical; heating, cooling and ventilation (HVAC); interior areas; attic and insulation; and other permanently installed building systems specifically identified in the Report.

The extent of inspection of any system or component may be limited by occupancy, tenant spaces, stored materials, height, equipment configuration, weather, locked areas, unsafe conditions, lack of access, or other conditions present at the time of inspection. Any significant limitations observed by the Inspector will be identified in the Report where practical.

4. Significant Deficiencies and Reporting Threshold

The primary focus of the inspection is the identification of significant or material observable deficiencies affecting the condition, function, serviceability, safety, or anticipated repair or replacement needs of the Property's major systems and components.

The inspection is not intended to identify every minor defect, maintenance item, cosmetic condition, or de minimis deficiency. The Inspector may report such conditions when considered relevant, but the omission of a minor or routine

maintenance item shall not constitute a failure to perform the inspection in accordance with this Agreement.

The significance of an observed condition will be based on the Inspector's professional judgment and the circumstances of the Property rather than on a fixed percentage of the Property's market value. Where the nature, cause, extent, or significance of a condition cannot be reasonably determined through a visual inspection, further evaluation by an appropriately qualified specialist may be recommended.

5. Exclusions

Unless specifically included in writing, the inspection does not include evaluation or testing of fire alarm, fire suppression, sprinkler, security, access-control, communication, data, process, manufacturing, specialty mechanical, or other specialized systems; elevators or lifts; septic systems; wells or water quality; swimming pools or spas; detached structures; water treatment equipment; underground drainage systems; or other systems outside the agreed scope.

The inspection also excludes latent, concealed, intermittent, or inaccessible defects; destructive testing; engineering calculations or design review; determination of structural adequacy; comprehensive code, zoning, fire-code, accessibility, or regulatory compliance; permits or approvals; environmental assessments; hazardous materials or contaminants including asbestos, radon, lead, mold, fungi, or other biological or chemical hazards; indoor air quality; water quality; soil, geotechnical, geological, or groundwater conditions; surveys, appraisals, title matters, property boundaries, easements, or encroachments; energy audits; product recalls; and cosmetic conditions.

The Inspector does not determine the adequacy, capacity, efficiency, remaining service life, or future performance of systems or equipment except where an opinion is specifically stated in the Report. Age and service-life information, when provided, is approximate and for general reference only.

Where excluded or specialized conditions may materially affect the Client's decision, the Client should obtain evaluation, testing, documentation, or advice from appropriately qualified specialists before completing the transaction or undertaking significant work.

6. Inspection Procedures and Access Limitations

The inspection is visual and non-invasive. The Inspector is not required to move furniture, equipment, stored items, ceiling tiles, finishes, debris, vegetation, snow, ice, or personal property; remove access panels that are not readily removable; dismantle systems or equipment; perform destructive testing; enter confined, unsafe, contaminated, or otherwise hazardous areas; enter inaccessible attics, crawlspaces, roofs, or equipment spaces; or walk roof surfaces where doing so may be unsafe or may cause damage.

Systems or equipment that are shut down, disconnected, winterized, inaccessible, unsafe to operate, or otherwise not in normal operating condition may not be activated or tested. Air-conditioning equipment may not be operated where outdoor temperature or recent weather conditions could risk equipment damage. The Inspector is not responsible for conditions that cannot be observed because of site, weather, occupancy, access, or operational limitations.

The absence of visible evidence of leakage, moisture intrusion, deterioration, or other defects at the time of inspection does not guarantee that such conditions do not exist or will not occur later.

7. Limitation of Liability

The inspection and Report are limited by the terms of this Agreement and by the visual, non-invasive nature of the service. TRU Inspections assumes no liability for concealed, latent, intermittent, inaccessible, or subsequently developing conditions that were not reasonably observable at the time of inspection.

To the fullest extent permitted by applicable law, the Client agrees that the liability of TRU Inspections, its inspectors, employees, and representatives for any claim arising from the inspection, the Report, or this Agreement shall be limited to liquidated damages in an amount equal to the inspection fee paid by the Client. The Client waives claims for consequential, special, incidental, indirect, or exemplary damages, including loss of use, loss of income, loss of opportunity, or diminution

in value.

This limitation reflects the agreed allocation of risk and the scope and fee for a limited visual inspection. A Client requiring a more exhaustive assessment, engineering investigation, specialist testing, or greater allocation of risk should arrange such services separately before relying on the Property condition for a transaction or other decision.

8. No Warranty or Guarantee

The inspection and Report are opinions based on conditions observed at the time of inspection and do not constitute a guarantee, warranty, certification, insurance policy, or representation that the Property is free from defects. TRU Inspections makes no express or implied warranty regarding the future condition, performance, remaining service life, suitability, merchantability, or fitness of the Property or any system or component for a particular purpose.

TRU Inspections is not responsible for conditions that arise, change, become visible, or deteriorate after the inspection.

9. Claims Procedure

The Client must provide TRU Inspections with written notice of any claim, alleged defect, or alleged error or omission within ten (10) business days after discovery. Before repairing, replacing, altering, or removing the subject system or component, the Client must provide TRU Inspections with reasonable access to the Property and an opportunity to inspect the condition, except where immediate action is reasonably necessary to protect persons or property from further damage.

Failure to provide timely notice or reasonable access may prejudice TRU Inspections' ability to investigate the claim and may constitute a waiver of the claim to the extent permitted by law. No legal action arising from the inspection, Report, or this Agreement may be commenced more than one (1) year after the inspection date, subject to any applicable law that cannot be contractually varied.

10. Use of Report and Third-Party Reliance

The Report is prepared solely for the Client identified in this Agreement and for the Client's use in connection with the stated purpose of the inspection. No other person or entity may rely upon the Report without the prior written authorization of TRU Inspections.

Distribution, disclosure, forwarding, or possession of the Report by owners, tenants, agents, lenders, contractors, purchasers, or other third parties does not create a duty of care, contractual relationship, or right of reliance in favour of those parties. The Client agrees to indemnify and defend TRU Inspections against claims arising from unauthorized third-party reliance on the Report, to the extent permitted by law.

11. Governing Law and Venue

This Agreement is governed by the laws of the Province of Ontario and the applicable laws of Canada. Subject to any mandatory legal requirements, any proceeding relating to this Agreement, the inspection, or the Report shall be brought in Ontario, with the parties agreeing to the venue of the City of Vaughan where legally permissible.

12. Entire Agreement and Severability

This Agreement constitutes the entire agreement between the parties concerning the inspection and supersedes prior discussions, representations, or understandings relating to the service. Any amendment must be in writing and accepted by both parties.

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be interpreted or modified only to the extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

13. Client Acknowledgement and Due Diligence

The Client acknowledges that the inspection is a limited visual assessment and that commercial properties may contain complex, specialized, inaccessible, or tenant-controlled systems beyond the scope of this inspection. The Client is

responsible for determining whether additional due diligence is appropriate, including review of maintenance records, service contracts, permits, drawings, warranties, utility information, environmental reports, reserve or capital plans, and evaluations by engineers or other specialists.

The Client acknowledges having had an opportunity to review this Agreement before the inspection and understands that TRU Inspections is relying upon the scope, exclusions, and limitations contained herein.

14. Language

The parties agree that this Agreement and the Report will be prepared in English unless otherwise agreed in writing.

15. Past-Due Fees

Outstanding fees accrue interest at ten percent (10%) per year, or the maximum rate permitted by applicable law if lower. The Client agrees to pay reasonable costs incurred in collecting overdue amounts, including legal costs where recoverable. If the Client is a corporation or partnership and a personal guarantee is separately provided by the undersigned, that guarantee will apply to amounts owing under this Agreement.

16. Re-Inspections and Additional Services

Any re-inspection, return visit, specialist coordination, additional area, document review, or other service requested by the Client is outside the original inspection scope unless specifically included. Such services may be subject to additional fees and, unless otherwise agreed in writing, are governed by the applicable terms and limitations of this Agreement.

17. Non-Assignment

This Agreement and the Client's rights under the Report may not be assigned or transferred to another person or entity without the prior written consent of TRU Inspections.

TRU Inspections
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