**LETTER OF INTENT**

This Letter of Intent (“LOI”) made at Edmonton, Alberta on Thursday, April 1, 2021 by and between Emmanuel Home and Keller Construction Ltd. Hereinafter referred to as “Keller”, collectively referred to as the “Parties”.

RECITALS

1. Emmanuel Home is the owner and operator of independent and assisted living seniors retirement communities.
2. Keller is a general contractor involved in construction of buildings and facilities in western Canada.

Now therefore, Emmanuel Home and Keller agree as follows:

1. It is the intent of Emmanuel Home to build a new retirement residence in the Edmonton community of Inglewood. This site is located at approximately 114 Avenue and 127 Street. Emmanuel Home is hopeful that construction will begin in summer of 2021.
2. It is the intent of Emmanuel Home to engage the services of Keller to build the retirement residence. This engagement will take place in two stages:
   1. Pre-Construction Services
   2. Construction Services

**Pre-Construction Services**

Pre-Construction Services will commence to be provided by Keller to Emmanuel Home upon mutual execution of this LOI. Keller will be responsible for the following:

* Providing a dedicated Project Manager and administrative support
* Consulting during project development
  + Arrange and attend regular meetings, provide input and recommendations on construction feasibility, availability of material and labor, value engineering, etc.
* Planning and Scheduling
  + Provide master schedule and work breakdown structure with accompanying milestone dates
* Coordination of Trade Documents
  + Review of drawings and specifications and preparation of tender packages
* Tendering
  + Prepare bid calls for subcontractors, trades and material suppliers (minimum of 3 prices per scope)
  + Review all open book quotes with Emmanuel Home and provide recommendations
* Construction Budgeting
  + Provide updated budgets to Emmanuel Home as detailed design stage progresses
    - Provide a Cost Plan at ~50% working drawings
    - Provide a Cost Plan at ~80% working drawings
    - Provide Final Cost Plan based on Tender Drawings
* Permits
  + Apply and pay for Development Permit(s) on behalf of owner (Building Permit is assumed to be applied and paid for as part of Construction phase)
* Payment to Consultants Subcontractors
  + Provide a procedure for review, certification and payment for reimbursable expenses as applicable
* Fees
  + No fees for service will be charged by Keller to Emmanuel Home for overhead costs in the Pre-Construction Services stage
  + Emmanuel Home agrees to reimburse Keller for all expenses outside of Keller overhead. These reimbursable expenses will be charged at: Cost plus 6.00%.
    - Costs will not be incurred without pre-approval by Emmanuel Home
    - Backup invoicing will be provided to Emmanuel Home upon request

**Construction Services**

Upon completion of final tender, mutual selection of subcontractors and trades and preparation of the final budget, a construction contract will be executed between Emmanuel Home and Keller with the following particulars:

* Keller will receive a fixed percentage fee of 6.00% for the Total Cost of Work.
  + All office staff (Project Manager, Coordinator, Estimators, HSE Manager, Administration ,etc) and office overheads are included in the fixed percentage fee
  + Supervision and Labour Staff (ie: Superintendent, Foreman, Labourers) will be a reimbursable cost
* Contract document and structure to be mutually agreed upon by the Parties
  + Contract Documents CCDC 5B or CCDC 2 are most probable

Execution of the document per below indicates the Parties’ intent to enter into Pre-Construction and Construction services as indicated above:

Emmanuel Home Keller Construction Ltd.

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Signature Signature