

AMENDING PRE-SERVICING AGREEMENT

THIS AGREEMENT made this 2 day of ~~November~~ ^{December}, 2022 *Per. C/G*

BETWEEN:

PARKBRIDGE LIFESTYLE COMMUNITIES INC.
(Hereinafter referred to as the "Developer")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(Hereinafter referred to as the "Town")

WHEREAS the Developer warrants that it is the registered owner of the Lands;

AND WHEREAS the Parties executed a Pre-Servicing Agreement dated August 29, 2022 and registered on title to the Lands as Instrument GY234990 (the "Pre-Servicing Agreement");

AND WHEREAS the Parties are desirous of amending the Pre-Servicing Agreement to facilitate the approval of additional Pre-Servicing Works and other matters as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter expressed, other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the Parties hereto to the other Party hereto, the receipt of which is hereby acknowledged, the Parties hereto hereby covenant and agree with each other as follows:

PART I
DEFINITIONS AND BASIS OF AGREEMENT

1.1 Definitions

In this Agreement, including the recitals, the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

"Agreement" means this Amending Pre-Servicing Agreement;

"Parties" mean the Developer and the Town.

All other capitalized terms shall have the meanings ascribed to them in the Pre-Servicing Agreement.

1.2 Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) Unless the context otherwise requires, in this Agreement words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (c) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (d) All references to parts, sections, clauses, paragraphs and schedules unless otherwise specified are references to parts, sections, clauses, paragraphs and schedules of this Agreement.

1.3 Lands Affected

This Agreement applies to the Lands.

1.4 Recitals

The Parties agree that the recitals herein are true and accurate and form part of this Agreement.

PART II AMENDMENTS TO THE PRE-SERVICING AGREEMENT

2.1 Amendments

The Parties agree that the Pre-Servicing Agreement is hereby amended as follows:

- a. Schedule B of the Pre-Servicing Agreement is replaced with Schedule B as attached to this Agreement.

- b. The "Development Engineering Pre-Servicing Works Fee" as shown on Schedule D of the Pre-Servicing Agreement shall be "§ _____. The parties acknowledge and agree that the Developer has already made payment on account of this fee to the Town in the amount of \$ _____ and that \$ _____ remains to be paid in satisfaction of the Development Engineering Pre-Servicing Works Fee.
- c. The Pre-Servicing Agreement is amended to include the following new Section 3.17:

3.17 Blasting

The Developer covenants and agrees:

- (a) to advise all contractors and workers on the Lands of the proposed blasting;
- (b) to be responsible for ensuring that all contractors and subcontractors take all necessary precautions to protect all persons, buildings, structures, works, facilities and utilities from damage occurring due to blasting conducted on the Lands;
- (c) to be responsible for any damage or harm arising to any person, building, structure, work, facility and utility directly resulting from the blasting as part of the proposed development;
- (d) to provide all occupants of buildings within 150 metres of the Lands with at least five (5) days' prior written notice, by email or physical delivery, of all proposed blasting. Any blasting scheduled for the following seven (7) days may be included in one notice, provided the Developer strictly adheres to the outlined schedule; any material deviation (greater than six (6) hours) from said schedule shall require further notice as set out in this section;
- (e) to ensure that any blasting activity shall only occur between the hours of 8:00 a.m. and 5:00 p.m. on weekdays that are not statutory or civic holidays and only at times when atmospheric conditions provide clear observation for a distance of at least 1,000 metres from the blasting site, as stated in *OPSS.MUNI 120: General Specifications For The Use of Explosives* ;
- (f) that the Town shall be entitled, on reasonable grounds, to retain the services of an independent qualified blasting and vibration control engineer to review all documentation submitted to the Town and to conduct necessary inspections and supervision of blasting operations on the Lands. All reasonable costs incurred by the Town shall be borne by the Developer, and shall be submitted to the Developer for payment no great than 3 months after the blasting has completed;
- (g) that all blasting shall be undertaken in strict conformity with *OPSS.MUNI 120: General Specifications For The Use of Explosives* and any other standards or requirements as reasonably specified by the Town to the Developer in advance and in writing;

- (h) Any conflict between *OPSS.MUNI 120: General Specifications For The Use of Explosives* and this Agreement shall be resolved by deferring to the more stringent/ strict requirement.
- (i) That the Developer shall provide, to the satisfaction of the Town, proof of insurance coverage for blasting, and the Developer agrees not to undertake any blasting on the Lands prior to the Town's acceptance of said insurance coverage.

2.2 Pre-Servicing Agreement in Force

The Parties agree that all of the provisions of the Pre-Servicing Agreement shall apply to the development of the Lands and shall remain in full force and effect unamended except for the amendments set out herein or as otherwise set out in the Pre-Servicing Agreement.

PART III ADMINISTRATION

3.1 Registration of Agreement

The Parties hereby covenant and agree that this Agreement may be registered upon title to the Lands and the Developer authorizes the Town Solicitor or his designate to execute on behalf of the Developer all documents necessary to register this Agreement in the Land Registry Office. The Developer further shall pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Town as a result of the registration of any other documents pertaining to and required by this Agreement.

3.2 Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

3.3 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

3.4 Successors & Assigns

It is hereby agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Developers herein contained shall run with the Lands.

3.5 Counterparts

The Parties agree that this Agreement may be executed in any number of counterparts (including counterparts by email or facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

3.6 Electronic Signatures

The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, SO 2000, c17 as amended from time to time with respect to this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

Name: Jeff Marshall
Title: VP, Development
I have the authority to bind the corporation

**THE CORPORATION OF THE TOWN OF
THE BLUE MOUNTAINS**

Mayor: Andrea Matrosovs

Clerk: Corrina Giles

SCHEDULE "B"

Page 1

This Schedule forms part of a Pre-Servicing Agreement between the Developer and
The Corporation of the Town of The Blue Mountains

ACCEPTED PLANS FOR THE PRE-SERVICING WORKS

All the studies, reports, designs, plans, drawings, and specifications for the installation of the Pre-Servicing Works which have been signed and stamped "Accepted for Construction-Pre-Servicing Only" by the Town.

Where the subject matter or context of a section of this Agreement requires reference to an individual Accepted Plan, it may be referred to by its individual name.

All the Accepted Plans have been delivered to the Consultants, as applicable, and are on file with the Town Clerks Office and may be viewed during normal office hours.

Accepted Plans - Pre-Servicing Works

The drawings as listed on page 2 of this Schedule B, prepared by Crozier Consulting Engineers for Project 1046-4031.

Once said drawings are marked "Accepted for Construction – Pre Servicing Only" by the Town, they shall be deemed to be the "Accepted Plans".

The Developer agrees that no drawing shall be used for construction purposes and shall not constitute permission of the Town to construct any Pre-Servicing Works until such drawing is marked "Accepted for Construction – Pre Servicing Only" by the Town.

SCHEDULE "B"

Page 2

This Schedule forms part of a Pre-Servicing Agreement between the Developer and
The Corporation of the Town of The Blue Mountains

DRAWING	TITLE		
C100.A	COVER SHEET	C113.A	GEOMETRIC ROAD DESIGN PLAN (WEST)
C100.B	DRAWING INDEX AND LEGEND	C113.B	GEOMETRIC ROAD DESIGN PLAN (CENTRAL)
		C113.C	GEOMETRIC ROAD DESIGN PLAN (NORTH)
		C113.D	GEOMETRIC ROAD DESIGN PLAN (EAST)
C101.A	GENERAL SITE SERVICING PLAN (WEST)	C114.A	WATERCOURSE CROSSING #1 PLAN AND SECTIONS
C101.B	GENERAL SITE SERVICING PLAN (CENTRAL)	C114.B	WATERCOURSE CROSSING #2 PLAN AND SECTIONS
C101.C	GENERAL SITE SERVICING PLAN (NORTH)	C114.C	WATERCOURSE CROSSING #3 PLAN AND SECTIONS
C101.D	GENERAL SITE SERVICING PLAN (EAST)	C114.D	WATERCOURSE CROSSING NOTES AND DETAILS
C102.A	OVERALL SITE GRADING PLAN (WEST)	C115.A	WATER DISTRIBUTION PLAN (WEST)
C102.B	OVERALL SITE GRADING PLAN (CENTRAL)	C115.B	WATER DISTRIBUTION PLAN (CENTRAL)
C102.C	OVERALL SITE GRADING PLAN (NORTH)	C115.C	WATER DISTRIBUTION PLAN (NORTH)
C102.D	OVERALL SITE GRADING PLAN (EAST)	C115.D	WATER DISTRIBUTION PLAN (EAST)
C102.E	GRADING CROSS SECTIONS SHEET 1		
C102.F	GRADING CROSS SECTIONS SHEET 2		
C103.A	PLAN & PROFILE HAWTHORN WAY (STA. 0+000 - 0+225)	C116.A	PAVEMENT MARKING AND SIGNAGE PLAN (WEST)
C103.B	PLAN & PROFILE HAWTHORN WAY (STA. 0+225 - 0+445)	C116.B	PAVEMENT MARKING AND SIGNAGE PLAN (CENTRAL)
C103.C	PLAN & PROFILE HAWTHORN WAY (STA. 0+445 - 0+630.87)	C116.C	PAVEMENT MARKING AND SIGNAGE PLAN (NORTH)
C103.D	PLAN & PROFILE PERIWINKLE CRESCENT (STA. 0+000 - 0+079.69)	C116.D	PAVEMENT MARKING AND SIGNAGE PLAN (EAST)
	PERIWINKLE CRESCENT (0+000 - 0+096.24)	C117.A	COMPOSITE UTILITY PLAN (WEST)
C103.E	PLAN & PROFILE COLTSFOOT LANE (STA. 0+000 - 0+130.03)	C117.B	COMPOSITE UTILITY PLAN (CENTRAL)
C103.F	PLAN & PROFILE SQUILL CRESCENT (STA. 0+000 - 0+114.80)	C117.C	COMPOSITE UTILITY PLAN (NORTH)
C103.G	PLAN & PROFILE SQUILL CRESCENT (STA. 0+000 - 0+123.66)	C117.D	COMPOSITE UTILITY PLAN (EAST)
C104.A	PLAN & PROFILE DAYLILY CRESCENT (STA. 0+000 - 0+230)		
C104.B	PLAN & PROFILE DAYLILY CRESCENT (STA. 0+230 - 0+316.01)		
	WEST SANITARY CONNECTION (STA 0+000 - 0+025.20)		
C104.C	PLAN & PROFILE THISTLE TRAIL (STA 0+000 - 0+218.70)		
C105.A	PLAN & PROFILE THISTLE TRAIL (STA 0+000 - 0+260)		
C105.B	PLAN & PROFILE THISTLE TRAIL (STA 0+260 - 0+460)		
C105.C	PLAN & PROFILE THISTLE TRAIL (STA 0+460 - 0663.84)		
C105.D	PLAN & PROFILE BUTTERNUT COURT (STA 0+000 - 0+049.46)		
C105.E	PLAN & PROFILE EAST SANITARY CONNECTION (STA 0+000 - 0149.64)		
C106.A	SANITARY DRAINAGE AREA PLAN (WEST)		
C106.B	SANITARY DRAINAGE AREA PLAN (CENTRAL)		
C106.C	SANITARY DRAINAGE AREA PLAN (NORTH)		
C106.D	SANITARY DRAINAGE AREA PLAN (EAST)		
C107.A	STORM DRAINAGE AREA PLAN (WEST)		
C107.B	STORM DRAINAGE AREA PLAN (CENTRAL)		
C107.C	STORM DRAINAGE AREA PLAN (NORTH)		
C107.D	STORM DRAINAGE AREA PLAN (EAST)		
C108.A	STORMWATER MANAGEMENT FACILITY 1 (UPPER POND) PLAN		
C108.B	STORMWATER MANAGEMENT FACILITY 1 (UPPER POND) CROSS SECTIONS		
C108.C	STORMWATER MANAGEMENT FACILITY 1 (UPPER POND) DETAILS		
C109.A	STORMWATER MANAGEMENT FACILITY 2 (LOWER POND) PLAN		
C109.B	STORMWATER MANAGEMENT FACILITY 2 (LOWER POND) CROSS SECTIONS		
C109.C	STORMWATER MANAGEMENT FACILITY 2 (LOWER POND) DETAILS		
C110.A	SEDIMENT & EROSION CONTROL PLAN (WEST)		
C110.B	SEDIMENT & EROSION CONTROL PLAN (CENTRAL)		
C110.C	SEDIMENT & EROSION CONTROL PLAN (NORTH)		
C110.D	SEDIMENT & EROSION CONTROL PLAN (EAST)		
C111	SITE PREPARATION AND PROTECTION PLAN		
C112.A	CONSTRUCTION NOTES & STANDARD DETAILS		
C112.B	CONSTRUCTION NOTES & STANDARD DETAILS		
C112.C	STANDARD DETAILS		
C112.D	PRESSURE REDUCING VALVE AND CHAMBER DETAILS		