



BlueFrog
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October 26, 2020

City of Burlington
426 Brant Street, PO Box 5013
Burlington, Ontario L7R 3Z6

Subject: Reliance
Report(s): Phase Two Environmental Site Assessment
441 Maple Avenue, Burlington, Ontario
Project No: 0025-001.02
Report Date(s): October 26, 2020
Prepared by: BlueFrog Environmental Consulting Inc.
Prepared for: Better Life Retirement Residence (c/o 2564905 Ontario Inc.) (Client)

The above-referenced Report was prepared by BlueFrog Environmental Consulting Inc. (BlueFrog) for the Client's sole use. The Client has requested that BlueFrog consents to the use of the Report by City of Burlington.

This is to advise you that BlueFrog consents to Relying Party's use of the Report provided that Relying Party agrees to the following conditions:

- Relying Party shall rely on the Report in its entirety.
- Relying Party acknowledges that the Report is time-dependant and the findings and conclusions presented therein were relevant at the time each Report was prepared.
- Relying Party is subject to the limitations and conditions provided in the Report; where a discrepancy exists this reliance letter shall be the prevailing document.
- The liability of BlueFrog, its directors, officers, agents, employees, and subcontractors, for Relying Party's claims of any sort, or anyone making claims of any sort, including, without limitation, Relying Party's claims of contribution and indemnification or anyone claiming through Relying Party's claims of contribution and indemnification, shall not exceed in the aggregate the lesser of the loan amount, the limit of liability applicable to the Report, or \$1,000,000. This limit shall apply to claims whether founded on breach of contract or negligence, or any other theory of recovery.
- In no event shall BlueFrog be liable for liquidated and consequential damages, including, without limitation, loss of use or loss of profits, incurred by Relying Party or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of BlueFrog.
- Relying Party agrees not to disclose or distribute this reliance letter or the Report to any other party without prior written authorization from the Client and BlueFrog.
- No further reliance is authorized by this reliance letter and it is not assignable and does not confer any right or benefit upon any other party unless advance written agreement is made between BlueFrog and that party.

- The use of, or reliance on, the Report by Relying Party shall constitute the agreement of Relying Party to be bound by the foregoing conditions.

Please complete the acknowledgement provided below and return a copy to BlueFrog.

Regards,

BlueFrog Environmental Consulting Inc.



Gerry Parrott, P.Geo, QPESA
Senior Technical Reviewer
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416.407.9769

cc: Kimberley Harrison-McMillan, Director of Planning & Development, Better Life Retirement Residence (c/o 2564905 Ontario Inc.)

Confirmation of Acknowledgement and Agreement

I, _____ (PRINT NAME) hereby acknowledge and agree to the above.

Dated _____

SIGNATURE

I have the authority to bind the Corporation – (if Relying Party is a company).