

AMENDING PRE-SERVICING AGREEMENT

THIS AGREEMENT made this 31 day of October 2024

BETWEEN:

EDEN OAK (TRAILS HEAD) 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 June 3, 2024 and registered in the Land Registry Office as Instrument No. GY258230 (the "Pre-Servicing Agreement");

AND WHEREAS the Parties are desirous of amending the Pre-Servicing Agreement to facilitate the construction of additional pre-servicing works and infrastructure;

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;

"Lands" is as defined in the 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. The subsection of Schedule B entitled "The Accepted Plans" shall be deleted and the following inserted:

*The following plans/drawings, studies, reports, designs, plans, drawings, and specifications for the installation of the Works, prepared by **Crozier Consulting Engineers for Project 218-2659**, which are marked "Accepted for Construction – Pre-Servicing" by the Town dated October 2, 2024, are Accepted Plans:*

*C100 Title Page
C101 General Servicing Plan
C102 Sanitary Drainage Plan
C103 Stormwater Drainage Plan
C104 Water Distribution Plan
C105A Grading Plan 1
C105B Grading Plan 2
C105C Grading Plan 3
C105D Grading Plan 4
C106A McCleod Drive STA 1+000 to 1+200
C106B Andrews Cres. STA 2+000 to 2+180 McCleod Dr. STA 2+180 to 2+260
C106C McCleod Drive STA 2+260 to 2+540
C106D Andrews Crescent STA 4+000 to 4+260
C106E Andrews Crescent STA 4+260 to 4+585
C106F Emergency Access STA 1+845 to 2+000
C106G Watermain Connection to Georgian Trail
C107 Notes and Details
C108A Stormwater Management Facility Plan
C108B Stormwater Management Facility Details
C109 Erosion and Sediment Control Plan
C110 Pavement Markings & Signage Plan
C111A WC7 Culvert Crossing - Plan
C111B WC7 Culvert Crossing - Section*

- b. Section 2 of Schedule C is deleted.

- c. In Schedule D the monetary figure for "Security" is amended in addition to the amount currently held by the Town; "Development Engineering Pre-Servicing Works Fee"; and "Total" are amended, and "Agreement Preparation Fee" is added as follows:

"Security"

"Development Engineering Pre-Servicing Works Fee"

"Agreement Preparation Fee"

"Total"



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.

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 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 encumbrances 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.

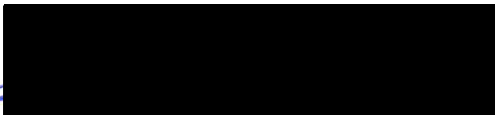
3.3 Governing Law

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.

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.



c/s

Name: Kumar KARZANICKUS
Title: A.S.O.

I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF
THE BLUE MOUNTAINS

[Redacted Signature]

Mayor: Andrea Matrosovs

[Redacted Signature]

Clerk: Corrina Giles c/s