

## Schedule "A"

### ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for the Building Faster Fund

**This Amending Agreement No.1** effective as of the 1<sup>st</sup> day of January, 2025.

**B E T W E E N :**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Municipal Affairs and  
Housing

(the "Province")

- and -

[enter the full legal name of the Recipient above]

(the "Recipient")

#### **BACKGROUND**

1. The Province and the Recipient entered into an Ontario Transfer Payment Agreement for the Building Faster Fund effective as of the 1st day of April, 2024 (the "**Agreement**").
2. The Parties wish to extend the Agreement to June 30, 2028.
3. The Parties wish to otherwise amend the Agreement in the manner set out in this Amending Agreement No.1.

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement No.1 (the "**Amending Agreement No.1**") have the meanings ascribed to them in the Agreement.

2. Section A1.2 of Schedule “A” is amended by adding the following definition in alphabetical order:

**“Additional Reporting Period”** means the period commencing on January 1, 2027 and ending on March 31, 2028.
3. Section A1.2 of Schedule “A” is amended by replacing the definition of “Investment Plan” with the following definition:

**“Investment Plan”** means an investment plan identifying the Recipient’s proposed use of Funds in a form to be provided by the Province.
4. The definition of “Program Year” in Section A1.2 of Schedule “A” is amended by adding the following new clause (c) after clause (b):

(c) in the case of the third Program Year, the period commencing on January 1, 2026 and ending on December 31, 2026.
5. Section A4.7 of Schedule “A” is deleted and replaced with the following:

**A4.7 Saved Funds.** The Recipient may save any Funds that it receives in one Program Year for use in a later Program Year or in the Additional Reporting Period. For greater certainty, saved Funds include Funds not committed and not spent, Funds committed but not spent, and any interest earned pursuant to section A4.4. Despite anything else in this Agreement, the Recipient will spend any Funds that it has saved by no later than March 31, 2028. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A4.7 or otherwise in accordance with the Agreement, those saved Funds will be returned to the Province.
6. Article A14.0 of Schedule “A” is deleted and replaced with the following:

**A14.0 FUNDS UPON PROGRAM END DATE**

**A14.1 Funds Upon Program End Date.** By March 31, 2028, the Recipient will pay to the Province any unspent Funds remaining in its possession, under its control, or both.
7. Schedule “B” is amended by deleting the Expiry Date of “March 31, 2026” and substituting “June 30, 2028”.
8. Section B1.2 of Schedule “B” is amended by deleting the following sentence: “The Recipient’s eligibility for a given Program Year will be assessed prior to the start of that Program Year.”

9. Schedule “B” is amended by adding the following Additional Provision:

**B4.0 PROGRAM GUIDELINES**

- B4.1 **Program Guidelines May be Amended from Time to Time.** The Province may update Schedule “G” from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any updated Schedule “G” to the Recipient by Notice.
10. Section (1) of Schedule “C” is amended by adding the words “and the Additional Reporting Period,” after “Program Year”, and by adding the words “and in a form to be provided by the Province” after “Schedule “G””.
11. Section (2) of Schedule “C” is amended by adding the words “and the Additional Reporting Period” after “Program Year”.
12. Section (3) of Schedule “C” is amended by adding the words “or the Additional Reporting Period” after “Program Year” in the second bullet.
13. Section (5) of Schedule “C” is amended by adding the words “or the Additional Reporting Period” after the first “Program Year”, and by adding “or July 30<sup>th</sup>, 2027 for the Additional Report Period” after the second “Program Year”.
14. Section D2.3 of Schedule “D” is amended by deleting “the Expiry Date” and substituting “March 31, 2028”.
15. Section D3.0 of Schedule “D” is amended by adding a new subsection iii. “iii. Incentive payments for the construction of market-rate housing” and by renumbering the remainder of the list accordingly.
16. Schedule “F” of the Agreement is deleted and replaced with Schedule “F”, attached to Amending Agreement No.1 as Appendix “1”.
17. Schedule “G” of the Agreement is deleted and replaced with Schedule “G” attached to the Amending Agreement No. 1 as Appendix “2”.
18. The Agreement is amended to reflect that wherever the conjunction “; and”, or “or” is used before the last item on a list, and the last item on the list has been deleted, or one or more new items have been added at the end of the list, the subject conjunction shall be deemed to have been moved to the end of the penultimate item on the amended list.
19. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.

20. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No.1 on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs and  
Housing**

\_\_\_\_\_  
Signature

Name:

Title:

\_\_\_\_\_  
Date

**[enter the full legal name of the Recipient above]**

\_\_\_\_\_  
Signature

Name:

Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name:

Title:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## Appendix “1”

Attached to and forming part of the Amending Agreement No.1 entered into between the Province and the Recipient effective as of the 1st day of January, 2025.

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## Schedule “F”

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 1<sup>st</sup> day of April 2024.

### SCHEDULE “F” REPORTS

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Name of Report	Due Date
Investment Plan	In accordance with Schedule “G”
Year End Report	In accordance with Schedule “G”

#### Report Due Dates

The reporting period is set out in Schedule “G”.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

#### Submission of Reports

All reports are to be submitted in accordance with Schedule “G”.

#### Report Details

1. The Investment Plan shall include the required information as set out in Schedule “C” and shall be in a form to be provided by the Province.
2. The Year End Report shall provide information on the Eligible Expenditures incurred in the Program Year or Additional Reporting Period, as applicable, and progress made in each project, and shall be in a form to be provided by the Province.

#### Performance Measures

- Delivery of all Reports within established timelines
- Ensuring all expenditures are in accordance with the Agreement
- Timely responses to requests from the Province
- # of housing units or homeless shelter beds supported or created (if applicable)

## **Appendix “2”**

Attached to and forming part of the Amending Agreement No.1 entered into between the Province and the Recipient effective as of the 1st day of January, 2025.

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## **Schedule “G”**

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 1<sup>st</sup> day of April 2024.

*[PROGRAM GUIDELINES ATTACHED]*