

Schedule "A"

AMENDMENT No. 1 to CONDITIONAL CONTRIBUTION AGREEMENT

This amending agreement (the "**Amendment**") made as of July 30, 2025, amends that certain conditional contribution agreement made effective as of February 7, 2025 (the "**Conditional Contribution Agreement**") between The Corporation of the City of Sault Ste. Marie (the "**Recipient**") and Northern Ontario Heritage Fund Corporation ("**NOHFC**").

RECITALS

- A. Pursuant to the Conditional Contribution Agreement, NOHFC has agreed to make a conditional contribution to the Recipient to finance Eligible Project Costs of the Project.
- B. The Recipient has requested changes to the scope of the Project due to increased costs.
- C. NOHFC has agreed to amend the Conditional Contribution Agreement to reflect the foregoing, on the terms and subject to the conditions set forth in this Amendment.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Recipient and NOHFC agree as follows:

- 1. **Capitalized Terms.** All capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Conditional Contribution Agreement.
- 2. **Amendments.** The Conditional Contribution Agreement is hereby amended as follows:
 - (a) The content of Schedule A is deleted and replaced with the new Schedule A set out in Appendix 1 of this Amendment.
 - (b) The Project Costs Chart in Section 1 of Schedule B is deleted and replaced with the new Project Costs Chart set out in Appendix 2 of this Amendment.
 - (c) The following language is deleted from Section 2.1: "Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date".
- 3. **Term.** Notwithstanding Section 2.1 of the Conditional Contribution Agreement, if, under that section, the term of the Agreement would run longer than five years from the date of this Amendment, then the term of the Conditional Contribution Agreement shall expire on the fifth anniversary of the date of this Amendment.
- 4. **Representations and Warranties.** The Recipient represents and warrants to NOHFC that the Recipient's representations and warranties contained in the Conditional Contribution Agreement, as amended hereby, are true and correct as of the date of this Amendment, and that the Recipient has taken all necessary actions to authorize and has duly executed and delivered this Amendment.

5. **No Waiver.** Neither entry into this Amendment, nor anything contained herein, shall act as a waiver by NOHFC of any present or future default that may exist under the Conditional Contribution Agreement.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. **Execution by Electronic Means.** This Amendment may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.
8. **General.** Except for the amendments provided for herein, all provisions in the Conditional Contribution Agreement shall remain in full force and effect, unamended. This Amendment shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

This Amendment has been executed by the Parties as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

By:

John Guerard
Executive Director

**THE CORPORATION OF THE CITY OF SAULT
STE. MARIE**

By:

Name: Matthew Shoemaker
Title: Mayor

By:

Name: Rachel Tyczinski
Title: City Clerk

I/We have authority to bind the Recipient.

APPENDIX 1

Schedule A
PROJECT DESCRIPTION

1. Project Summary

The Recipient will carry out and complete the following renovations at the Recipient's John Rhodes Community Centre (the "Facility"):

- (a) replace the Facility's roof with a new roof, which will include the installation of the following: a new PVC sarniful roof membrane, curbing, aluminum flashing, and below deck roof insulation;
- (b) replace six of the Facility's HVAC roof units with six new HVAC roof units; and
- (c) replace two roof condensers at the Facility with two new roof condensers.

2. Project Location

Sault Ste. Marie, Ontario

3. Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

<i>Project milestones</i>	<i>Timing</i>	
	<i>Start (month/ year)</i>	<i>End (month/ year)</i>
Milestone 1: Commencement of services	July 2025	July 2025
Milestone 2: Engineering and shop drawings	Aug 2024	Feb 2025
Milestone 3: Tendering (Phase 1 Feb 2025; Phase 2 May 2025)	Feb 2025	May 2025
Milestone 4: Award Tender	June 2025	June 2025
Milestone 5: Construction	June 2025	Dec 2025

Project completion date (the "**Project Completion Date**"): December 31, 2025

APPENDIX 2

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Construction	\$4,481,500	\$0	\$4,481,500
Contingency	\$175,752.75*	\$0	\$175,752.75
Engineering / Design / Project Management	\$142,747.25**	\$0	\$142,747.25
TOTAL	\$4,800,000	\$0	\$4,800,000

* *Costs may be claimed under the 'Contingency' project cost category if they would otherwise be considered Eligible Project Costs under any other project cost category listed in this Project Costs Chart.*

** *Eligible Project Costs may include travel, meal, and accommodation costs to the extent that they comply with the provisions of the section entitled "Travel, meal, and accommodation costs" in Section 2.8 of this Agreement.*