

## Schedule "A"

### AMENDMENT No. 1 to CONDITIONAL CONTRIBUTION AGREEMENT

This amending agreement (the "**Amendment**") made as of July 28, 2025 amends that certain conditional contribution agreement made effective as of November 4, 2024, as amended from time to time, (the "**Conditional Contribution Agreement**") between Young Men's Christian Association, of Sault Ste. Marie and The Corporation of the City of Sault Ste. Marie (collectively, 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 notified NOHFC of changes change to the Project, the Project Plan, and Project Budget.
- 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. **Acknowledgement.** The Recipient acknowledges that, as of the date hereof, \$21,596.85 has been disbursed by NOHFC to the Recipient under the Conditional Contribution Agreement.
3. **Amendments.** The Conditional Contribution Agreement is hereby amended as follows:
  - (a) Schedule A is deleted and replaced with the Schedule A on Appendix A attached hereto.
  - (b) Schedule B is deleted and replaced with the Schedule B on Appendix B attached hereto.
  - (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".
4. **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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.

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

**YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF SAULT STE. MARIE**

By: \_\_\_\_\_  
Name: *C. Kirkis G. G. G.*  
Title: *Y.M.C.A. CHAIR.*

By: \_\_\_\_\_  
Name: *Dr. James Chan*  
Title: *Chief Executive Officer*

I/We have authority to bind the corporation.

**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 municipality.

APPENDIX A

Schedule A

**PROJECT DESCRIPTION**

**1. Project Summary**

The Recipient will replace one pool boiler by installing a new 2-3 MMBtu natural gas boiler, piping, pump, controls, and venting at its recreational facility (the "Facility").

The Project activities will include:

- (a) removing the old boiler, pumps, venting and associated piping to be capped;
- (b) removing the existing HVAC unit;
- (c) resetting controls to accommodate the new, more efficient HVAC system, as needed; and
- (d) installing the new HVAC unit and ductwork, connecting it to electrical and mechanical systems, and performing system testing and calibration to ensure optimal performance.

**2. Project Location**

Sault Ste. Marie, Ontario

**3. Project Plan**

The Recipients 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>
Design / Permit / Drawings	December 2025	January 2025
Tendering	January 2025	February 2025
Construction	May 2025	December 2025

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

APPENDIX B

Schedule B  
**PROJECT BUDGET**

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs*</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Boiler replacement and repairs	\$301,920	\$0	\$301,920
HVAC	\$105,304	\$0	\$105,304
Contingency (15%)*	\$71,863	\$0	\$71,863
<b>TOTAL</b>	<b>\$479,087</b>	<b>\$0</b>	<b>\$479,087</b>

\* 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.

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$237,148
City of Sault Ste. Marie	Cash	All costs	\$241,939
<b>TOTAL</b>			<b>\$479,087</b>
<b>Project Percentage (NOHFC % of total Eligible Project Costs)</b>			<b>49.5%</b>