



**AND WHEREAS** the Board has in part financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account of the Board and the Board intends to borrow money from the Ontario Financing Authority for the purpose of financing the Eligible Projects on a long-term basis, and in this connection the Board intends to borrow by way of a loan with an initial maturity of more than one year from the Ontario Financing Authority the principal amount of \$3,716,520 (the “**Loan**”) pursuant to a loan agreement in the form attached hereto as Schedule “A” (the “**Loan Agreement**”) which Loan Agreement constitutes an instrument prescribed under clause 247 (3) (f) of the *Education Act* and which sets out the terms and conditions on which the Ontario Financing Authority will make the Loan available to the Board;

**NOW THEREFORE THE GRAND ERIE DISTRICT SCHOOL BOARD ENACTS  
AS FOLLOWS:**

1. The Board hereby authorizes the Loan on the basis that it constitutes a loan under section 7 of the Regulation and authorizes the entering into of the Loan Agreement that is prescribed for the purposes of clause 247(3)(f) of the *Education Act*.
2. The Board is hereby authorized to enter into the Loan Agreement pursuant to which the Loan will be made available to the Board and the Chair of the Board and the Treasurer of the Board are hereby authorized to execute for and on behalf of the Board the Loan Agreement which provides for instalments of interest only and of combined (blended) principal and interest as hereinafter set forth, substantially in the form of Schedule “A”, with such changes thereto as may be suggested by the Ontario Financing Authority and as such authorized officials of the Board shall approve.
3. The Director of Education of the Board, the Treasurer of the Board and any other financial officer of the Board are hereby each individually authorized generally to do all things and execute all other documents, instruments and agreements in the name of the Board in order to give effect to the Loan Agreement.
4. The Loan shall be paid in instalments of interest only and of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in Schedule “B” to the Loan Agreement with the first interest only payment on May 15, 2011 and thereafter instalments of combined (blended) principal and interest to November 15, 2035 in each of the years during the currency of the Loan as set forth in such schedule with the final payment on March 11, 2036. The Loan shall bear interest at the rate of 4.833% on the outstanding principal amount owing thereunder from time to time from the date thereof, which interest shall be payable in arrears as part of the instalments of interest only and of combined (blended) principal and interest payable on such days in each year of the currency of the Loan as are set out in Schedule “B” to the Loan Agreement.
5. In accordance with the provisions of the *Education Act* and the regulations made thereunder, during the currency of the Loan, the Board shall provide in its estimates for each fiscal year for the setting aside out of its general revenue in the fiscal year the amount necessary to pay the principal and interest coming due on the Loan in the fiscal year and, on or before each due date in each such year, the Board shall pay out of its general revenue the principal and interest coming due on the Loan in the year. Such sums of principal and interest payable on the Loan shall be provided for in accordance with subsection 247(5) of the *Education Act*. Subject to the foregoing, on or before each due date in each year during the currency of the Loan, the Board shall pay out of its general revenue the amount necessary to pay the specific sums of principal and interest payable on the Loan shown for the respective year as set forth in Schedule “B” to the Loan Agreement; but such amount shall be paid out of the Board’s general revenue only to the extent required after taking into account funds available from other sources.

6. Any amounts payable by the Board in respect of the Loan including interest on overdue principal and interest in respect of the Loan together with fees and other amounts payable by the Board under the Loan Agreement, if applicable, shall be paid out of the Board’s general revenue or any other available funds.
7. The proceeds of the Loan shall be used to finance the Eligible Expenditures, as defined in the Loan Agreement, in respect of the Eligible Projects on a long-term basis and for no other purpose except as permitted by the *Education Act* and the regulations made thereunder.

**READ AND FINALLY PASSED** this 28th day of February, 2011.

<b>CHAIR</b>	<b>DIRECTOR OF EDUCATION</b>

**GRAND ERIE DISTRICT SCHOOL BOARD**

**SCHEDULE “A” TO BYLAW NUMBER 20**

This Loan Agreement made in duplicate dated and effective as of the 11th day of March, 2011.

BETWEEN: ONTARIO FINANCING AUTHORITY, a corporation established under the *Capital Investment Plan Act, 1993*, (hereinafter the “OFA”)

OF THE FIRST PART

AND: GRAND ERIE DISTRICT SCHOOL BOARD, a district school board continued under the *Education Act* (hereinafter the “Board”)

OF THE SECOND PART

WHEREAS:

- (a) the Board has participated in a program referred to as the Good Places to Learn Program (the “GPL Program”) involving urgent and high priority renewal projects at schools of the Board listed in any one or more of: (i) Appendix B of the document entitled “Good Places to Learn: Stage 1 Funding Allocation”; (ii) Appendix C of the document entitled “Good Places to Learn: Stage 2 Funding Allocation”; (iii) Appendix B of the document entitled “Good Places to Learn: Stage 3 Funding Allocation”; and (iv) Appendix B of the document entitled “Good Places to Learn: Stage 4 Funding Allocation”, in accordance with the maximum allocations listed in columns 2, 3, 4 and 5, respectively, opposite the name of the Board in Table 25 of Ontario Regulation 196/10, and under the GPL Program has undertaken projects, some of which projects are described in Schedule “A” attached hereto (individually a “GPL Eligible Project”, collectively the “GPL Eligible Projects”) and pursuant to Ontario Regulation 196/10, each GPL Eligible Project constitutes a “permanent improvement” as defined in subsection 1(1) of the *Education Act*, R.S.O. 1990, c.E2, as amended (the “*Education Act*”). In the event that the Board will borrow the principal amount specified in paragraph 2.1 under this Agreement in respect of a single GPL Eligible Project, the term “GPL Eligible Projects” means that GPL Eligible Project;
- (b) the GPL Eligible Projects, are collectively referred to as the “Eligible Projects”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under this Agreement in respect of a single Eligible Project, the term “Eligible Projects” means that Eligible Project. The GPL Program, are collectively referred to as the “Programs”. In the event that the Board will borrow the principal amount specified in paragraph 2.1 under this Agreement in respect of a single Program, the term “Programs” means that Program;

- (c) the Board has financed the Eligible Projects by way of temporary borrowing from a financial institution or from a reserve account and is entitled to receive grants in respect of the Eligible Projects from the Minister of Education pursuant to various regulations under the *Education Act* for the Board’s fiscal year 2010-2011 for the payment of interest;
- (d) the Board has requested and the OFA has agreed to lend the aggregate principal amount specified in paragraph 2.1 to the Board for the purpose of financing the Eligible Projects under the specified Programs on a long-term basis which will include the repayment of temporary borrowing, if any;
- (e) the Board is authorized to borrow money for permanent improvements from the Ontario Financing Authority by way of a loan pursuant to Ontario Regulation 41/10 and is authorized to receive grants for the repayment of such a loan from the Minister of Education pursuant to Ontario Regulation 196/10; and
- (f) the Board has agreed to enter into this Agreement to evidence its indebtedness and provide for the repayment of the loan to the OFA on the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained in it and subject to the terms and conditions set out in it, the parties agree as follows:

**1.0 DEFINITIONS**

In this Loan Agreement, unless the context or the subject matter otherwise requires:

- (a) “Advance Date” means March 11, 2011;
- (b) “Agreement” means this Agreement as it may be amended or extended from time to time by the parties in writing, including all schedules hereto and any document which the parties may at a future time mutually designate as a schedule to this Agreement, by so marking such document in writing as a schedule hereto and part hereof;
- (c) “Aggregate Principal Amount” means the total of the Program Principal Amounts, as hereinafter defined, to be advanced to the Board pursuant to paragraph 2.1 of this Agreement and is equal to the total principal amount set out in Column 2 opposite the reference to “Aggregate Principal Amount”;
- (d) “business day” means any day that is not a Saturday or Sunday and that, in the City of Toronto, is not a day on which banking institutions are generally authorized or obligated by law or executive order to close;
- (e) “dollars” or “\$” means Canadian dollars;
- (f) “Material Adverse Change” means any change or event which (i) materially impairs the ability of the Board to timely and fully perform its obligations under this Agreement, or (ii) could materially impair the ability of the OFA to enforce its rights and remedies under this Agreement; or (iii) has a material adverse effect on the operations, properties, assets, liabilities or financial condition of the Board;

- (g) “Program” means a program undertaken by the Board that is specified in paragraph 2.1 of this Agreement;
- (h) “Program Principal Amount” means the total principal amount of monies to be advanced to the Board for Eligible Projects undertaken in connection with a Program pursuant to paragraph 2.1 of this Agreement;
- (i) “Rate” means 4.833% per annum, including an administrative fee of 0.03% per annum; and
- (j) “Repayment Date” means March 11, 2036.

**2.0 PRINCIPAL AMOUNT**

2.1 The OFA agrees to lend to the Board and the Board agrees to borrow from the OFA the respective total principal amount specified below for each of the Programs in lawful money of Canada with interest thereon at the Rate on the terms and conditions set forth in this Agreement:

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>PROGRAMS</b>	<b>PROGRAM PRINCIPAL AMOUNTS</b>	<b>PURPOSE FOR WHICH FUNDS WILL BE USED</b>	<b>STATUS OF ELIGIBLE PROJECT BY AUGUST 31, 2010</b>
GPL Program Stage 3:	\$3,716,520.00	Funds will only be used for the GPL Eligible Projects	Completed or underway by August 31, 2010
Aggregate Principal Amount	\$3,716,520.00		

- 2.2 The Board acknowledges that the Rate includes an administrative fee payable to the OFA in the amount of 0.03% of the Aggregate Principal Amount outstanding per annum as specified in paragraph 1(i).
- 2.3 Except as otherwise agreed in writing between the Board and the OFA, the monies to be advanced by the OFA shall be advanced by the OFA to the Board by electronic funds transfer directly into the bank account designated by the Board.
- 2.4 The Board authorizes the OFA to open and maintain records evidencing the Board’s obligations under this Agreement and to record therein all advances, interest rates, accrued interest, payments of principal and interest and the aggregate principal and accrued interest outstanding from time to time under this Agreement. The Board agrees that the records kept by the OFA, in the absence of manifest error, shall be prima facie evidence of the indebtedness of the Board and the matters recorded provided that the failure of the OFA to record or correctly record any amount or date shall not affect the obligation of the Board to repay the Aggregate Principal Amount and pay accrued interest thereon owing under this Agreement.

**3.0 REPAYMENT**

- 3.1 The Board agrees to repay the Aggregate Principal Amount together with interest thereon as follows:
- (i) the Aggregate Principal Amount and interest thereon at the Rate accrued from and including the Advance Date to but excluding the Repayment Date shall be paid in instalments of interest only and of combined (blended) principal and interest over a 25 year amortization period on the specified dates set out in the amortization schedules attached to this Agreement as Schedule “B” with the first and only interest only payment on May 15, 2011 and thereafter instalments of combined (blended) principal and interest to November 15, 2035 in each of the years during the currency of the loan as set forth in such Schedule with the final payment on March 11, 2036; and
  - (ii) the loan shall be fully repaid on the Repayment Date.
- 3.2 If the Board fails to make any payment of principal or interest payable by it under this Agreement on the relevant due date, the overdue amount shall bear interest at the Rate (before as well as after judgment) calculated from the due date until the date of actual payment to the OFA.
- 3.3 Interest, other than interest in respect of the combined (blended) principal and interest instalments, shall be computed under this Agreement on the basis of a year of 365 days and the actual number of days elapsed.
- 3.4 If any day on which a payment is due and payable under this Agreement would otherwise fall on a day that is not a business day, such due date shall instead fall on the next succeeding business day.
- 3.5 Except as otherwise agreed in writing between the Board and the OFA and without affecting the liability of the Board under this Agreement, the monies to be repaid under this Agreement shall be repaid by the Board in immediately available funds to the OFA on the due date by pre-authorized debit from an account of the Board, such account to be designated to the OFA by the execution and delivery of the Payor Pre-Authorized Debit Agreement in a form satisfactory to the OFA (“PAD Agreement”) attached to this Agreement as Schedule C, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit. The Board undertakes to notify the OFA and the Ministry of Education, immediately and not later than five business days prior to any instalment date or the Repayment Date, in writing of any changes in its designated account for the purposes of the pre-authorized debits and agrees to execute and deliver a revised PAD Agreement.
- 3.6 The Board is not entitled to prepay the Aggregate Principal Amount and accrued interest thereon outstanding under this Agreement except with the prior written consent of the OFA.

#### **4.0 CONDITIONS PRECEDENT**

- 4.1 The obligation of the OFA to advance the Program Principal Amounts pursuant to paragraph 2.1 of this Agreement is subject to the following conditions being met to the OFA's satisfaction on the Advance Date:
- (a) that the representations and warranties of the Board contained in this Agreement continue to be true and correct as at the Advance Date;
  - (b) that there shall, in the reasonable opinion of the OFA, have been no Material Adverse Change with respect to the Board;
  - (c) that this Agreement shall have been duly executed and delivered; and
  - (d) that the OFA shall have received such other documentation in form and substance satisfactory to the OFA which it has reasonably requested to ensure that the Board is in compliance with the terms and conditions of this Agreement including (i) a certified true copy of the necessary by-law authorizing the borrowing of the Program Principal Amounts and the execution of this Agreement, (ii) a favourable legal opinion from external legal counsel to the Board as to due authorization, execution, validity and enforceability of this Agreement and such other matters as the OFA considers necessary or appropriate, and (iii) a certificate or certificates executed by an authorized officer or officers of the Board as to the continued truth and correctness of the representations and warranties, the due authorization and execution of this Agreement and other documents, compliance with the *Education Act* and regulations made thereunder and such other matters as the OFA may reasonably request.

#### **5.0 REPRESENTATIONS AND WARRANTIES OF BOARD**

- 5.1 The Board represents and warrants to the OFA that:
- (a) the Board is a district school board under the *Education Act*;
  - (b) each Eligible Project has been duly authorized by the Board at a duly called meeting of the Board at which a quorum was present by a resolution or resolutions passed by the Board (the "Resolutions"). In the event that the Board will borrow the Program Principal Amount under this Agreement in respect of a single Eligible Project and the Board has passed a single resolution in respect of the Eligible Project, the term "Resolutions" means that resolution. No application has been made or action brought to quash, set aside or declare invalid the Resolutions nor have the Resolutions been repealed, altered and amended and the Resolutions are in full force and effect;
  - (c) copies of the resolution(s) mentioned in paragraph 5.1(b) have been forwarded to the Capital Programs Branch of the Ministry of Education, if applicable;
  - (d) each of the GPL Eligible Projects, constitutes an eligible project under the relevant Program and has been undertaken at a school of the Board (which school may constitute a shared facility) or involves the construction of a new school for the Board;



- (e) each Eligible Project constitutes a permanent improvement within the meaning of subsection 1(1) of the *Education Act*; and the Board has obtained all necessary approvals to authorize the carrying out of the Eligible Projects by the Board and the long-term financing thereof;
- (f) the status of each Eligible Project as at August 31, 2010 is accurately set out in paragraph 2.1, the Board has incurred expenditures in respect of the relevant Programs for the Eligible Projects (the “Eligible Expenditures”) and the total amount of the Eligible Expenditures in respect of the Eligible Projects undertaken at an individual school of the Board does not exceed the respective aggregate amount of expenditures authorized by the Board in respect of such school of the Board nor does such total amount exceed the expenditures authorized by the Board pursuant to the authorizations referred to in paragraph 5.1(b);
- (g) the Program Principal Amount to be borrowed by the Board under this Agreement in respect of each Program will be borrowed by the Board in respect of the Eligible Projects undertaken by the Board pursuant to that specified Program and will not be borrowed by the Board in respect of any Eligible Projects undertaken pursuant to any other Program;
- (h) the information provided by the Board to the OFA or Her Majesty the Queen in right of Ontario, to the extent that it relates to the Board or the Eligible Projects is true and correct in all material respects when provided and remains true and correct as of the Advance Date;
- (i) the borrowing of the Aggregate Principal Amount to be advanced under this Agreement and the execution, delivery and performance of this Agreement are within the powers and capacities of the Board and have been duly authorized by all necessary legal action and proper proceedings, including a by-law passed by the Board;
- (j) the borrowing of the Aggregate Principal Amount to be advanced under this Agreement, the execution and delivery of this Agreement, and the compliance with the terms and conditions of this Agreement will not conflict with or result in a breach of any of the terms or provisions of the by-laws of the Board, laws of Ontario, including laws of Canada applicable therein, applicable to the Board or any contractual or other obligation binding on the Board and does not require the consent or approval of any other person;
- (k) this Agreement will, when executed and delivered, constitute a legal, valid and binding obligation of the Board enforceable against it in accordance with its terms;
- (l) the Board is not currently in default under any debentures or other longterm debts of any kind and undertakes to immediately inform the OFA if it is in default under any such long-term financial obligations at any time during the term of this Agreement;

- (m) the obligations of the Board under this Agreement are direct, unsecured and unsubordinated debt obligations and rank concurrently and equally in respect of payment of principal and interest with all other debentures and prescribed debt instruments of the Board, except as to the availability of any sinking fund, retirement fund or other prescribed fund applicable to any issue of debentures or such prescribed debt instruments;
  - (n) the Board is not now subject to an order under the *Education Act* vesting in the Ministry of Education control and charge over the administration of the affairs of the Board;
  - (o) the Aggregate Principal Amount to be borrowed under this Agreement shall be used only for the Eligible Projects, including the repayment of temporary borrowing for the Eligible Projects from a financial institution and from a reserve account of the Board, if any, and will not be used for any other purpose except as permitted by the *Education Act* and the regulations made thereunder;
  - (p) no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the execution and delivery of this Agreement or in any manner questioning the proceedings and the authority under which this Agreement is authorized, or affecting the validity thereof, or contesting the capacity of the authorized officers of the Board to sign and no authority or proceeding under which the Board is authorized to execute this Agreement has been repealed, revoked or rescinded in whole or in part; and
  - (q) there are no actions, suits or proceedings threatened or pending against the Board in any court except actions, suits or proceedings which would not result in a Material Adverse Change if determined against the Board.
- 5.2 The representations and warranties set out in paragraph 5.1 herein shall survive the execution and delivery of this Agreement, notwithstanding any investigations or examinations which may be made by counsel for the OFA.
- 5.3 For greater certainty, the OFA is not responsible for ensuring that the proceeds advanced to the Board are in fact used in the manner specified in paragraph 5.1(o).

## **6.0 COVENANTS**

- 6.1 The Board will duly and punctually pay or cause to be paid all principal, interest, fees and other amounts payable by it under this Agreement in accordance with the terms and subject to the conditions of this Agreement.
- 6.2 The Board will provide prompt notice to the OFA of the occurrence of any Event of Default, as hereinafter defined, or Material Adverse Change.
- 6.3 The Board complied at all times with all of the Board's obligations in respect of the debt and financial obligation and liability limits for the Projects, if applicable to it under the *Education Act* and the regulations made thereunder which were then in force.

- 6.4 The Board shall allocate all grants received by it from the Ministry of Education relating to Eligible Expenditures in respect of the Eligible Projects in accordance with the applicable legislation and shall apply such grants to the payment of its obligations under this Agreement.
- 6.5 The Board will obtain all licences, permits, consents, approvals and other authorizations which are necessary or desirable to carry out the Eligible Projects.
- 6.6 The Board will provide to the Ministry of Education reports respecting the status of the Eligible Projects as requested from time to time.

**7.0 DEFAULT**

- 7.1 Failure by the Board to pay any principal, interest, fees or other amount payable by it under this Agreement, unless such default is cured within three business days after the date such payment was due, shall constitute an event of default (each, an “Event of Default”) and each Event of Default shall be deemed to exist and continue so long as it shall not have been remedied.

**8.0 INTERCEPT AND REMEDIES ON THE OCCURRENCE OF DEFAULT**

- 8.1 (a) The Board agrees that the Minister of Finance is entitled to deduct from monies appropriated by the Legislature for payment to the Board amounts equal to any amounts that the Board fails to pay under this Agreement. On the occurrence of an Event of Default, the Minister of Finance and such other Minister of the Crown as appropriate is irrevocably authorized to deduct from money appropriated by the Legislature for payment to the Board amounts equal to any amounts that the Board fails to pay to the OFA in accordance with the provisions of this Agreement and to pay such amounts directly to the OFA (the “Intercept”).
- (b) The Board agrees that any notice from the OFA to the Minister of Finance in relation to this paragraph may be relied upon by such Minister without further inquiry or verification by such Minister and, upon receipt of such notice, an amount equal to the amount that the Board fails to pay to the OFA shall be deducted from money appropriated by the Legislature for payment to the Board and paid to the OFA.
- 8.2 On the occurrence of any Event of Default and at any time thereafter, so long as the same shall be continuing, the OFA may, in addition to any other remedy available to the OFA at law, at its option, by notice to the Board, invoke the Intercept mechanism to require payment of any amount due and payable under this Agreement.
- 8.3 No delay or omission of the OFA to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Agreement or by law to the OFA may be exercised from time to time, and as often as may be deemed expedient by the OFA.

8.4 No right or remedy herein conferred upon or reserved to the OFA is intended to be exclusive of any other such right or remedy, and every such right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**9.0 ADMISSIBILITY OF EVIDENCE**

9.1 Where communications between the parties are provided on an electronic basis under this Agreement, printouts or other tangible reproductions of any electronic record maintained by a party in relation to such communications shall be considered business records in any legal, administrative or other proceedings that may arise in relation to this Agreement.

**10.0 INTEREST ACT DISCLOSURE**

10.1 For the purposes of disclosure pursuant to the *Interest Act* (Canada), the yearly rate of interest to which any rate of interest payable under this Agreement that is calculated on any basis other than a full calendar year is equivalent may be determined by multiplying such rate by a fraction, the numerator of which is the actual number of days in the calendar year in which such yearly rate of interest is to be ascertained and the denominator of which is the number of days comprising such other basis.

**11.0 NOTICES**

11.1 A notice or other communication pursuant to this Agreement shall be in writing and delivered in person or sent by first class prepaid post or by facsimile transmission (subject, in the case of communication by facsimile transmission, to confirmation by telephone) to the party for which it is intended at the following addresses:

The OFA	Ontario Financing Authority One Dundas St. West, Suite 1400 Toronto, Ontario M7A 1Y7
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Attention:	Executive Director Capital Markets Division
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Tel. No:	(416) 325-8125
Fax No:	(416) 325-8111

The Board	Grand Erie District School Board
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Attention:	Administrative Assistant
Tel. No:	(519) 756-6301 ext.134
Fax No.	(519) 756-0895

11.2 Either party may change its address for the purposes of receipt of any such communication by giving five business days' prior written notice of such change to the other party in the manner prescribed above.

11.3 Any notice so given takes effect, in the case of delivery in person, at the time of delivery, in the case of delivery by first class prepaid post, seven business days after dispatch and, in the case of delivery by facsimile transmission, at the time of confirmation by telephone.

**12.0 GENERAL**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

12.2 This Agreement shall be binding on and enure to the benefit of the OFA, and the Board and their respective successors and permitted assigns, except that the Board shall not, without the prior written consent of the OFA assign, pledge or hypothecate any rights or obligations with respect to this Agreement.

12.3 If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12.4 A party, by waiving the breach of any provision of this Agreement, does not waive any further breach of the same provision or any breach of any other provision of this Agreement. A waiver is binding on the waiving party only if it is in writing.

12.5 Subject to the provisions herein, this Agreement may not be altered or amended, except by the mutual agreement of the parties evidenced in writing.

12.6 Time shall in all respects be of the essence of this Agreement.

12.7 All references to time in this Agreement are references to Toronto time, unless otherwise indicated.

12.8 If any date on which an act is required to be taken under this Agreement is not a business day, such act shall be taken on the next following business day.

12.9 Each party shall, upon request of the other, acting reasonably, use its best efforts to make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the performance of the terms and conditions of this Agreement.

12.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, oral and written, between the parties.

12.11 This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ONTARIO FINANCING AUTHORITY

BY:

\_\_\_\_\_  
Michael D. Manning  
Executive Director  
Capital Markets Division

GRAND ERIE DISTRICT SCHOOL BOARD

BY:

\_\_\_\_\_  
Name:  
Title: Chair

BY:	
	Name: Title: Treasurer

SCHEDULE “A”

**GOOD PLACES TO LEARN ELIGIBLE PROJECTS DESCRIPTION**

**STAGE 3 GPL ELIGIBLE PROJECTS**

Please provide a list of all the GPL Eligible Projects which were either completed or underway by August 31, 2010 (and in respect of which the Eligible Expenditures have not been previously financed on a long-term basis) in respect of which a total of \$ 3,716,520 will be borrowed hereunder pursuant to the Good Places to Learn Stage 3 Program through allocations under that program or through unspent allocations pursuant to the Good Places to Learn Stage 1 Program or pursuant to the Good Places to Learn Stage 2 Program. Please provide the name of the school, the SFIS number, a project description and the amount to be borrowed hereunder.

Please specify the total amount that the Board has previously financed on a long-term basis from the OFA under the Good Places to Learn Stage 3 Program: \$224,089.

**Stage 3**

<b>School Name</b>	<b>SFIS</b>	<b>Description of GPL Eligible Project</b>	<b>Amount to be Borrowed Hereunder</b>
Bellview	6433	Restoration	2,386
Bloomsburg	2178	Paving	113,560
Bloomsburg	2178	Paving	789
Boston	1649	Paving	789
Burford District Elementary	5249	H.V.A.C.	2,918
Burford District Elementary	5249	Restoration	70,512
Caledonia Centennial	306	Paving	1,750
Cayuga Secondary	5265	Restoration	603,626
Central	364	H.V.A.C.	5,580
Delhi PS	570	H.V.A.C.	10,675
Delhi PS	570	Paving	789
Doverwood	607	Paving	789
Dufferin	634	Windows, Doors & Glass	22,296
Dunnville Secondary	5319	H.V.A.C.	135,273
Dunnville Secondary	5319	Plumbing	186,063
Echo Place	699	Paving	3,234
F.C. Bodley	772	H.V.A.C.	2,822
Fairview Ave Dunnville	783	H.V.A.C.	66,081
Fairview Brantford	785	H.V.A.C.	31,990
Fairview Brantford	785	H.V.A.C.	4,704
Glen Morris	923	Paving	3,234
Graham Bell	946	Paving	3,234
Grandview Brantford	951	Paving	3,234
Grandview Central Dunnville	954	Paving	1,750
Grandview Central Dunnville	954	Roofing	484
Hagersville Elementary	1771	H.V.A.C.	1,109
Hagersville Elementary	1771	Paving	1,750
Hagersville Secondary	5408	FRP - Program Alt	107,429
Hagersville Secondary	5408	Paving	1,750

James Hillier	1178	Paving	3,234
King George	1273	Restoration	2,045
King George	1273	Restoration	9,725
Langton	402	Paving	789
Lansdowne	1333	H.V.A.C.	12,054
Major Ballachey	1424	Paving	3,234
Major Ballachey	1424	Restoration	94,998
Major Ballachey	1424	Windows, Doors & Glass	45,352
Mt. Pleasant	1587	Paving	3,234
North Park Collegiate & Vs	5549	Electrical	1,219
North Park Collegiate & Vs	5549	H.V.A.C.	1,367
Onondaga-Brant	403	Paving	3,234
Onondaga-Brant	403	Plumbing	123,460
Paris District High School	1754	Electrical	305
Paris District High School	1754	Paving	3,234
Pauline Johnson Collegiate & Vs	5582	FRP - Program Alt	261,047
Port Dover Composite School	5594	Paving	789
Princess Elizabeth	1881	H.V.A.C.	7,807
Rainham Central	9866	Paving	1,750
Seneca Central	2102	Paving	1,750
Simcoe Composite School	5640	Electrical	9,486
St. George-German	2181	H.V.A.C.	2,745
Teeterville	1654	Plumbing	186,589
Thompson Creek	650	H.V.A.C.	3,363
Tollgate Technical Skills Ctr	5418	Restoration	851
Valley Heights Secondary	5715	Electrical	2,965
Valley Heights Secondary	5715	Electrical	1,829
Valley Heights Secondary	5715	FRP - Program Alt	155,832
Walsh	2416	Electrical	21,386
Walsh	2416	Plumbing	132,050
Waterford - Ada B. Masecar	9581	Electrical	219,265
Waterford - Ada B. Masecar	9581	FRP - Program Alt	1,057
Waterford - Ada B. Masecar	9581	H.V.A.C.	358,000
Waterford - Ada B. Masecar	9581	Paving	789
Waterford District High	5730	FRP - Program Alt	593,586
Waterford District High	5730	FRP - Program Alt	1,864
Waterford District High	5730	Paving	789
Waterford District High	5730	Restoration	19
Waterford District High	5730	Siporex Roof Repairs	49,594
Woodman-Cainsville	2563	Paving	3,234
<b>Total</b>			<b>3,716,520</b>



**SCHEDULE “B”**

**AMORTIZATION SCHEDULE**

Borrower Name(s): Grand Erie District School Board  
 Program(s): GPL Stage 3 2011  
 Loan Date (m/d/yyyy): 03/11/2011  
 Principal Amount (\$): \$3,716,520.00  
 Annual Interest Rate (%): 4.833% includes Annual Admin Fee (%): 0.03%  
 Loan Term: 25  
 Maturity Date (m/d/yyyy): 03/11/2036  
 Payment Frequency: 6  
 Loan Type: Amortized

<b>Payment Date</b>	<b>Total Payment</b>	<b>Principal Amount</b>	<b>Interest Amount</b>	<b>Admin Fee</b>	<b>Principal Balance</b>
05/16/2011	\$31,987.02	\$0.00	\$31,788.46	\$198.55	3,716,520.00
11/15/2011	\$129,343.69	\$39,533.98	\$89,252.23	\$557.48	3,676,986.02
05/15/2012	\$129,343.69	\$40,489.32	\$88,302.82	\$551.55	3,636,496.70
11/15/2012	\$129,343.69	\$41,467.74	\$87,330.47	\$545.47	3,595,028.96
05/15/2013	\$129,343.69	\$42,469.81	\$86,334.62	\$539.25	3,552,559.15
11/15/2013	\$129,343.69	\$43,496.09	\$85,314.71	\$532.88	3,509,063.05
05/15/2014	\$129,343.69	\$44,547.18	\$84,270.15	\$526.36	3,464,515.88
11/17/2014	\$129,343.69	\$45,623.66	\$83,200.35	\$519.68	3,418,892.22
05/15/2015	\$129,343.69	\$46,726.16	\$82,104.70	\$512.83	3,372,166.06
11/16/2015	\$129,343.69	\$47,855.29	\$80,982.57	\$505.82	3,324,310.77
05/16/2016	\$129,343.69	\$49,011.72	\$79,833.32	\$498.65	3,275,299.05
11/15/2016	\$129,343.69	\$50,196.08	\$78,656.31	\$491.29	3,225,102.97
05/15/2017	\$129,343.69	\$51,409.07	\$77,450.85	\$483.77	3,173,693.90
11/15/2017	\$129,343.69	\$52,651.37	\$76,216.26	\$476.05	3,121,042.52
05/15/2018	\$129,343.69	\$53,923.69	\$74,951.84	\$468.16	3,067,118.83
11/15/2018	\$129,343.69	\$55,226.76	\$73,656.86	\$460.07	3,011,892.07
05/15/2019	\$129,343.69	\$56,561.31	\$72,330.59	\$451.78	2,955,330.76
11/15/2019	\$129,343.69	\$57,928.12	\$70,972.27	\$443.30	2,897,402.64
05/15/2020	\$129,343.69	\$59,327.95	\$69,581.12	\$434.61	2,838,074.69
11/16/2020	\$129,343.69	\$60,761.61	\$68,156.36	\$425.71	2,777,313.08
05/17/2021	\$129,343.69	\$62,229.92	\$66,697.17	\$416.60	2,715,083.16
11/15/2021	\$129,343.69	\$63,733.70	\$65,202.72	\$407.26	2,651,349.46
05/16/2022	\$129,343.69	\$65,273.83	\$63,672.16	\$397.70	2,586,075.63
11/15/2022	\$129,343.69	\$66,851.17	\$62,104.61	\$387.91	2,519,224.46
05/15/2023	\$129,343.69	\$68,466.63	\$60,499.18	\$377.88	2,450,757.84
11/15/2023	\$129,343.69	\$70,121.12	\$58,854.95	\$367.61	2,380,636.72
05/15/2024	\$129,343.69	\$71,815.60	\$57,170.99	\$357.10	2,308,821.12
11/15/2024	\$129,343.69	\$73,551.02	\$55,446.34	\$346.32	2,235,270.09
05/15/2025	\$129,343.69	\$75,328.38	\$53,680.01	\$335.29	2,159,941.71
11/17/2025	\$129,343.69	\$77,148.69	\$51,871.00	\$323.99	2,082,793.01
05/15/2026	\$129,343.69	\$79,012.99	\$50,018.27	\$312.42	2,003,780.02
11/16/2026	\$129,343.69	\$80,922.34	\$48,120.78	\$300.57	1,922,857.68
05/17/2027	\$129,343.69	\$82,877.83	\$46,177.43	\$288.43	1,839,979.85
11/15/2027	\$129,343.69	\$84,880.57	\$44,187.12	\$276.00	1,755,099.28
05/15/2028	\$129,343.69	\$86,931.71	\$42,148.71	\$263.26	1,668,167.57
11/15/2028	\$129,343.69	\$89,032.42	\$40,061.04	\$250.23	1,579,135.15
05/15/2029	\$129,343.69	\$91,183.89	\$37,922.93	\$236.87	1,487,951.26
11/15/2029	\$129,343.69	\$93,387.34	\$35,733.15	\$223.19	1,394,563.92
05/15/2030	\$129,343.69	\$95,644.05	\$33,490.45	\$209.18	1,298,919.87
11/15/2030	\$129,343.69	\$97,955.29	\$31,193.56	\$194.84	1,200,964.58
05/15/2031	\$129,343.69	\$100,322.38	\$28,841.16	\$180.14	1,100,642.21
11/17/2031	\$129,343.69	\$102,746.67	\$26,431.92	\$165.10	997,895.54
05/17/2032	\$129,343.69	\$105,229.54	\$23,964.46	\$149.68	892,666.00
11/15/2032	\$129,343.69	\$107,772.41	\$21,437.37	\$133.90	784,893.59
05/16/2033	\$129,343.69	\$110,376.73	\$18,849.22	\$117.73	674,516.86
11/15/2033	\$129,343.69	\$113,043.99	\$16,198.52	\$101.18	561,472.87
05/15/2034	\$129,343.69	\$115,775.69	\$13,483.77	\$84.22	445,697.18
11/15/2034	\$129,343.69	\$118,573.41	\$10,703.42	\$66.85	327,123.76
05/15/2035	\$129,343.69	\$121,438.74	\$7,855.88	\$49.07	205,685.02
11/15/2035	\$129,343.69	\$124,373.31	\$4,939.53	\$30.85	81,311.72
03/11/2036	\$82,571.40	\$81,311.72	\$1,251.87	\$7.82	0.00
<b>Total:</b>	<b>\$6,452,399.03</b>	<b>\$3,716,520.00</b>	<b>\$2,718,896.54</b>	<b>\$16,982.49</b>	

SCHEDULE “B”

Consolidated Amortization Schedule

Borrower Type(s): All  
 Borrower Name(s): Grand Erie District School Board  
 Program(s): All  
 Loan Settlement Date: 03/11/2011  
 Principal Amount (\$): 3,716,520.00  
 Annual Interest Rate (%): 4.833% includes Annual Admin Fee (%): 0.03%

Payment Date	Total Payment	Principal Amount	Interest Amount	Admin Fee	Principal Balance
16-May-2011	\$31,987.02	\$0.00	\$31,788.46	\$198.55	\$3,716,520.00
15-Nov-2011	\$129,343.69	\$39,533.98	\$89,252.23	\$557.48	\$3,676,986.02
15-May-2012	\$129,343.69	\$40,489.32	\$88,302.82	\$551.55	\$3,636,496.70
15-Nov-2012	\$129,343.69	\$41,467.74	\$87,330.47	\$545.47	\$3,595,028.96
15-May-2013	\$129,343.69	\$42,469.81	\$86,334.62	\$539.25	\$3,552,559.15
15-Nov-2013	\$129,343.69	\$43,496.09	\$85,314.71	\$532.88	\$3,509,063.05
15-May-2014	\$129,343.69	\$44,547.18	\$84,270.15	\$526.36	\$3,464,515.88
17-Nov-2014	\$129,343.69	\$45,623.66	\$83,200.35	\$519.68	\$3,418,892.22
15-May-2015	\$129,343.69	\$46,726.16	\$82,104.70	\$512.83	\$3,372,166.06
16-Nov-2015	\$129,343.69	\$47,855.29	\$80,982.57	\$505.82	\$3,324,310.77
16-May-2016	\$129,343.69	\$49,011.72	\$79,833.32	\$498.65	\$3,275,299.05
15-Nov-2016	\$129,343.69	\$50,196.08	\$78,656.31	\$491.29	\$3,225,102.97
15-May-2017	\$129,343.69	\$51,409.07	\$77,450.85	\$483.77	\$3,173,693.90
15-Nov-2017	\$129,343.69	\$52,651.37	\$76,216.26	\$476.05	\$3,121,042.52
15-May-2018	\$129,343.69	\$53,923.69	\$74,951.84	\$468.16	\$3,067,118.83
15-Nov-2018	\$129,343.69	\$55,226.76	\$73,656.86	\$460.07	\$3,011,892.07
15-May-2019	\$129,343.69	\$56,561.31	\$72,330.59	\$451.78	\$2,955,330.76
15-Nov-2019	\$129,343.69	\$57,928.12	\$70,972.27	\$443.30	\$2,897,402.64
15-May-2020	\$129,343.69	\$59,327.95	\$69,581.12	\$434.61	\$2,838,074.69
16-Nov-2020	\$129,343.69	\$60,761.61	\$68,156.36	\$425.71	\$2,777,313.08
17-May-2021	\$129,343.69	\$62,229.92	\$66,697.17	\$416.60	\$2,715,083.16
15-Nov-2021	\$129,343.69	\$63,733.70	\$65,202.72	\$407.26	\$2,651,349.46
16-May-2022	\$129,343.69	\$65,273.83	\$63,672.16	\$397.70	\$2,586,075.63
15-Nov-2022	\$129,343.69	\$66,851.17	\$62,104.61	\$387.91	\$2,519,224.46
15-May-2023	\$129,343.69	\$68,466.63	\$60,499.18	\$377.88	\$2,450,757.84
15-Nov-2023	\$129,343.69	\$70,121.12	\$58,854.95	\$367.61	\$2,380,636.72
15-May-2024	\$129,343.69	\$71,815.60	\$57,170.99	\$357.10	\$2,308,821.12
15-Nov-2024	\$129,343.69	\$73,551.02	\$55,446.34	\$346.32	\$2,235,270.09
15-May-2025	\$129,343.69	\$75,328.38	\$53,680.01	\$335.29	\$2,159,941.71
17-Nov-2025	\$129,343.69	\$77,148.69	\$51,871.00	\$323.99	\$2,082,793.01
15-May-2026	\$129,343.69	\$79,012.99	\$50,018.27	\$312.42	\$2,003,780.02
16-Nov-2026	\$129,343.69	\$80,922.34	\$48,120.78	\$300.57	\$1,922,857.68
17-May-2027	\$129,343.69	\$82,877.83	\$46,177.43	\$288.43	\$1,839,979.85
15-Nov-2027	\$129,343.69	\$84,880.57	\$44,187.12	\$276.00	\$1,755,099.28
15-May-2028	\$129,343.69	\$86,931.71	\$42,148.71	\$263.26	\$1,668,167.57
15-Nov-2028	\$129,343.69	\$89,032.42	\$40,061.04	\$250.23	\$1,579,135.15
15-May-2029	\$129,343.69	\$91,183.89	\$37,922.93	\$236.87	\$1,487,951.26
15-Nov-2029	\$129,343.69	\$93,387.34	\$35,733.15	\$223.19	\$1,394,563.92
15-May-2030	\$129,343.69	\$95,644.05	\$33,490.45	\$209.18	\$1,298,919.87
15-Nov-2030	\$129,343.69	\$97,955.29	\$31,193.56	\$194.84	\$1,200,964.58
15-May-2031	\$129,343.69	\$100,322.38	\$28,841.16	\$180.14	\$1,100,642.21
17-Nov-2031	\$129,343.69	\$102,746.67	\$26,431.92	\$165.10	\$997,895.54
17-May-2032	\$129,343.69	\$105,229.54	\$23,964.46	\$149.68	\$892,666.00
15-Nov-2032	\$129,343.69	\$107,772.41	\$21,437.37	\$133.90	\$784,893.59
16-May-2033	\$129,343.69	\$110,376.73	\$18,849.22	\$117.73	\$674,516.86
15-Nov-2033	\$129,343.69	\$113,043.99	\$16,198.52	\$101.18	\$561,472.87
15-May-2034	\$129,343.69	\$115,775.69	\$13,483.77	\$84.22	\$445,697.18
15-Nov-2034	\$129,343.69	\$118,573.41	\$10,703.42	\$66.85	\$327,123.76
15-May-2035	\$129,343.69	\$121,438.74	\$7,855.88	\$49.07	\$205,685.02
15-Nov-2035	\$129,343.69	\$124,373.31	\$4,939.53	\$30.85	\$81,311.72
11-Mar-2036	\$82,571.40	\$81,311.72	\$1,251.87	\$7.82	\$0.00
<b>Total:</b>	<b>\$6,452,399.03</b>	<b>\$3,716,520.00</b>	<b>\$2,718,896.54</b>	<b>\$16,982.49</b>	

SCHEDULE “C”

**PAYOR PRE-AUTHORIZED DEBIT AGREEMENT**  
(this “PAD Agreement”)

**TO: Ontario Financing Authority (the “OFA”)**

**Payor (the “Board”):**

Full Legal Name		Exact Name in which Account is Held
Address		Telephone Number
City	Province	Postal Code

**Payor’s Financial Institution (the “Bank”):**

Name of Bank		Address
City	Province	Postal Code
Bank Account No.	Branch No.	Institution No.

**1. Scope**

The Board acknowledges that this PAD Agreement is provided for the benefit of the OFA and the Bank, and is provided in consideration of the Bank agreeing to process pre-authorized debits (each, a “PAD”) against the Board’s account specified above (the “Account”) in accordance with the rules of the Canadian Payments Association (the “CPA”).

The Board represents that all information provided with respect to the Account is complete and accurate. A specimen cheque if available for the Account has been marked “VOID” and is attached to this PAD Agreement.

The Board undertakes to inform the OFA in writing of any change in the Account information provided in this PAD Agreement at least 5 business days prior to the next following PAD.

**2. Valid Authority**

The Board warrants and guarantees that all persons whose signatures are required to sign on the Account have signed this PAD Agreement.

**3. Purpose of Debits, Amount and Timing**

**Business PAD**

The Board authorizes the OFA to debit or cause to be debited a fixed amount from the Account which amount will be debited with set frequency determined by the Board in its sole discretion. The Board and the OFA agree that the fixed amount of each such debit is for payment due and owing by the Board to the OFA in respect of a loan agreement dated as of March 11, 2011.

**4. Cancellation of Agreement**

This PAD Agreement may be cancelled at any time upon notice being provided by the Board, in writing at least 5 business days prior to the next following PAD. The Board acknowledges that, in order to revoke this authorization, the Board must provide notice of revocation to the OFA. This PAD Agreement applies only to the method of payment and does not otherwise have any bearing on the payment obligations of the Board to the OFA.

**5. Acceptance of Delivery of Authorization**

The Board acknowledges that providing and delivering this agreement to the OFA constitutes delivery by the Board to the Bank. Any delivery of this authorization to the OFA constitutes delivery by the Board.

**6. Waiver of Pre-Notification**

The Board understands that no pre-notification shall be required prior to a PAD being exchanged or cleared provided the authorization occurs in compliance with this PAD Agreement. The Board authorizes and instructs the OFA to issue, without pre-notification, a new PAD for a dishonoured PAD amount in accordance with this Agreement.

**7. Validation by the Bank**

The Board acknowledges that the Bank is not required to verify that a PAD has been issued in accordance with the particulars of the PAD Agreement including, but not limited to, the amount. The Board acknowledges that the Bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by the OFA as a condition to honouring a PAD issued or caused to be issued by the OFA on the Account.

**8. Payor's Rights of Dispute**

The Board may dispute a pre-authorized debit under the following conditions:

- (i) the debit was not drawn in accordance with this PAD Agreement; or
- (ii) this PAD Agreement was revoked or cancelled.

In order to be reimbursed, the Board must complete a declaration form to the effect that either (i) or (ii) took place at the above indicated branch of the Bank up to and including 10 calendar days, after the date on which the PAD in dispute was posted to the Account.

The Board acknowledges that disputes after the above noted time limitation are matters to be resolved solely between the OFA and the Board.

**9. Contact Information**

All notices sent by the Board to the OFA under Sections 1., 4. and 8. of this PAD Agreement shall be made in writing by letter and delivered to the OFA by registered mail or fax at the following address:

**Ontario Financing Authority  
1 Dundas Street West  
Suite 1400  
Toronto, Ontario M7A 1Y7  
Fax: (416) 204-6659**

Inquiries, concerns or errors regarding PADs may be directed to Mr. Joe Pedota, Coordinator, Settlements, Payments & Fiscal Agency, Finance and Reporting Division at the above address or by telephone at (416) 325-3851.

**10. Board Acceptance**

The Board acknowledges receipt of a signed copy of this PAD Agreement. The Board acknowledges that it has read, understands, and accepts the terms and conditions of this PAD Agreement.

<b>Signature of Treasurer</b>		<b>(Date)</b>
<b>Signature of Chair</b>		<b>(Date)</b>

**\*\*\*\*\*For verification, please attach a blank cheque marked "VOID" to the completed Agreement.\*\*\*\*\* Do not require if banking instructions have not changed.**