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**THE REGIONAL MUNICIPALITY OF PEEL**  
**SCHEDULE "B" TO BY-LAW NUMBER 51-2010**

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("**CDS**") to The Regional Municipality of Peel (the "**Issuer**") or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & CO., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & CO. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & CO., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

No.2010-10

\$10,000,000.00

C A N A D A  
Province of Ontario  
THE REGIONAL MUNICIPALITY OF PEEL

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FULLY REGISTERED GLOBAL INSTALMENT DEBENTURE

THE ISSUER, for value received, hereby promises to pay to  
CDS & CO.

as nominee of CDS or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), by the final maturity date of this global debenture (June 29, 2020), the principal amount of

TEN MILLION DOLLARS

----- (\$10,000,000.00) -----

by annual payments on the 29th day of June in each of the years 2011 to 2020, both inclusive, in the amounts set forth in the Schedule on the reverse side hereof (the "**Schedule**") in lawful money of Canada, and to pay interest thereon until the final maturity date of this global debenture in like money in semi-annual payments from June 29, 2010, or the last date on which interest has been paid on this global debenture, whichever is later, at the rates of interest set forth in the Schedule, in arrears on the 29th day of December and the 29th day of June, in each year (each, a "**Payment Date**") in the manner provided in the Conditions. Subject to the Conditions, interest shall be paid on default at the applicable rate set out in the Schedule both before and after default and judgment. The applicable interest rate, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule on the reverse side hereof.

This global debenture is subject to the Conditions.

DATED at the Regional Municipality of Peel the 29th day of June, 2010.

IN TESTIMONY WHEREOF and under the authority of By-law Number 51-2010 of the Issuer duly passed on the 24th day of June, 2010 (the "**Debenture By-law**"), this global debenture is sealed with the municipal seal of the Issuer and signed by the Regional Chair and by the Regional Treasurer thereof.

Date of Registration: June 29, 2010

\_\_\_\_\_  
Regional Chair

(seal)

\_\_\_\_\_  
Regional Treasurer

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## SCHEDULE

Year	CUSIP No.	ISIN No.	Interest Rate %	Semi-annual Interest		Principal June 29 \$	Total Annual Payment \$	Principal Balance Outstanding June 29 \$
				June 29 \$	December 29 \$			
2010				-----	170,999.99	-----	170,999.99	10,000,000.00
2011	705464DR3	CA 705464DR35	1.70	170,999.99	162,499.99	1,000,000.00	1,333,499.98	9,000,000.00
2012	705464DS1	CA 705464DS18	2.25	162,499.99	151,249.99	1,000,000.00	1,313,749.98	8,000,000.00
2013	705464DT9	CA 705464DT90	2.80	151,249.99	137,249.99	1,000,000.00	1,288,499.98	7,000,000.00
2014	705464DU6	CA 705464DU63	3.20	137,249.99	121,249.99	1,000,000.00	1,258,499.98	6,000,000.00
2015	705464DV4	CA 705464DV47	3.45	121,249.99	103,999.99	1,000,000.00	1,225,249.98	5,000,000.00
2016	705464DW2	CA 705464DW20	3.75	103,999.99	85,249.99	1,000,000.00	1,189,249.98	4,000,000.00
2017	705464DX0	CA 705464DX03	4.00	85,249.99	65,249.99	1,000,000.00	1,150,499.98	3,000,000.00
2018	705464DY8	CA 705464DY85	4.20	65,249.99	44,249.99	1,000,000.00	1,109,499.98	2,000,000.00
2019	705464DZ5	CA 705464DZ50	4.35	44,249.99	22,500.00	1,000,000.00	1,066,749.99	1,000,000.00
2020	705464EA9	CA 705464EA90	4.50	22,500.00		1,000,000.00	1,022,500.00	-----
				<u>1,064,499.91</u>	<u>1,064,499.91</u>	<u>10,000,000.00</u>	<u>12,128,999.82</u>	

## LEGAL OPINION

We have examined the Debenture By-law of the Issuer authorizing the issue of instalment debentures in the aggregate principal amount of \$10,000,000 dated June 29, 2010 and maturing in ten (10) instalments of principal of varying amounts on the 29th day of June in each of the years 2011 to 2020, both inclusive.

The Debenture By-law has been properly passed and is within the legal powers of the Issuer. The global debenture issued under the Debenture By-law in the within form (the "**Global Debenture**") is a direct, unsecured, unsubordinated, joint and several obligation of the Issuer and of its lower-tier municipalities (the "**Lower-tier Municipalities**"). The Global Debenture is enforceable against the Issuer and the Lower-tier Municipalities subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*, as amended. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter delivered on the date of the Global Debenture.

Toronto, June 29, 2010

**BORDEN LADNER GERVAIS LLP**

## CONDITIONS OF GLOBAL DEBENTURE

**Form, Denomination, Ranking and Beneficial Interests in Global Debenture**

1. The debentures issued pursuant to the Debenture By-law (individually a "**Debenture**", collectively the "**Debentures**") are issuable as fully registered Debentures without coupons in denominations of \$1,000 and any integral multiples thereof.
2. The Debentures are direct, unsecured, unsubordinated, joint and several obligations of the Issuer and of the Lower-tier Municipalities. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Issuer except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is a Global Debenture registered in the name of the nominee of CDS and held by CDS. Beneficial interests in this Global Debenture are represented through book entry accounts, to be established and maintained by CDS, on its records for CDS' participants (the "**Participants**") in accordance with its participant agreement and rules and procedures which are posted on CDS' website.
4. Except in the limited circumstances described herein, owners of beneficial interests in this Global Debenture will not be entitled to have Debentures registered in their names, will not receive or be entitled to receive physical delivery of Debentures and will not be considered registered holders of Debentures under the Conditions. The Issuer does not have any responsibility or liability for maintaining, supervising or reviewing any records of CDS or Participants relating to payments made or to be made by CDS or any Participant on account of beneficial ownership interests in this Global Debenture.

**Certificated Debentures**

5. This Global Debenture is exchangeable, in whole but not in part, for certificated Debentures in definitive form registered in the name of a person other than CDS or its nominee only upon the occurrence of any of the following events (a) upon reasonable notice by CDS to the Issuer, CDS may discontinue the eligibility of this Global Debenture on deposit, or cease to hold this Global Debenture in respect of the Debentures, with or without cause; or (b) if CDS ceases to be a recognized clearing agency under applicable Canadian or provincial securities legislation and a successor is not appointed; or (c) if the Issuer gives CDS appropriate notice that it is unable or unwilling to continue to have CDS hold this Global Debenture as a book entry only security or that it desires or has processed an entitlement requiring a withdrawal of this Global Debenture, and the Issuer has all right, power, capacity and authority to do so.
6. Debentures issued in exchange for this Global Debenture shall be issued as certificated Debentures in definitive form in authorized denominations, shall have the same benefits and be subject to the same terms and conditions as this Global Debenture (except insofar as they specifically relate to this Global Debenture as such), shall be registered in such names and in such denominations as CDS shall direct and shall be delivered as directed by the persons in whose names such definitive Debentures are to be registered.
7. Upon the exchange of certificated Debentures in definitive form for this Global Debenture, the Issuer shall receive and cancel this Global Debenture, shall reduce the holdings of CDS & CO. on the registry to nil and shall issue or cause to be issued in exchange for this Global Debenture certificated Debentures in definitive form in an aggregate principal amount equal to and in exchange for the Participants' proportionate interests in this Global Debenture as of the record date for such exchange, as directed by CDS. On or after any such exchange, but only to the

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extent reasonably practicable in the circumstances, the Issuer shall make all payments in respect of such certificated Debentures in definitive form to the registered holders thereof, notwithstanding such exchange occurred after the record date for any payment and prior to such payment date.

#### Registration

8. The Issuer will keep at its designated office in the Regional Municipality of Peel a registry in which shall be entered the names and addresses of the registered holders of Debentures and particulars of the Debentures held by them respectively and in which transfers, exchanges and substitutions of Debentures may be registered.

#### Title

9. The Issuer shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Issuer shall deem and treat registered holders of Debentures, including this Global Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Issuer on the Debentures to the extent of the amount or amounts so paid.

#### Payments of Principal and Interest

10. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date, including a maturity date. Principal of and interest on the Debentures are payable by the Issuer to the persons registered as holders in the registry on the relevant record date. The Issuer shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
11. The Issuer shall make all payments in respect of annual principal and semi-annual interest on the Debentures on each Payment Date commencing on December 29, 2010 electronically in final and irrevocable same-day funds in accordance with the applicable requirements of CDS, so long as this Global Debenture is held by CDS.
12. In the case that certificated Debentures in definitive form are issued, the Issuer shall make all payments in respect of principal and outstanding interest in lawful money of Canada at maturity upon presentation and surrender thereof at any specified branch in Canada of the Issuer's bank designated in the definitive Debentures, and prior to maturity, shall make payments of interest, by cheque sent by mail to the registered addresses of the registered holders or, if authorized in writing, by electronic transfer.
13. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days, if applicable.
14. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business

Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.

15. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Issuer.
16. In the case of the death of one or more joint registered holders, despite sections 9 and 15 of the Conditions, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Issuer.

#### **Transfers, Exchanges and Substitutions**

17. Debentures are transferable or exchangeable at the office of the Regional Treasurer of the Issuer upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Issuer and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
18. The Issuer shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity date and of like form in the event of a defacement, loss, mysterious or unexplainable disappearance, theft, destruction or dematerialization, provided that the applicant therefor shall have (i) paid such costs as may have been incurred in connection therewith; (ii) (in the case of a lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized Debenture) furnished the Issuer with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Issuer in its discretion; and (iii) surrendered to the Issuer any defaced Debenture in respect of which new Debentures are to be issued in substitution.
19. Each Debenture executed and delivered upon any registration of transfer or exchange for or in substitution for any Debenture or part thereof shall carry all the rights to interest, if any, accrued and unpaid which were carried by such Debenture or part thereof and shall be so dated.
20. Subject to an agreement that the Issuer may enter into to the contrary, the Issuer shall not impose any fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the issue of new Debentures or for the issue of new cheques in substitution for Debentures that are defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized, or interest cheques in such events.

#### **Purchases**

21. Subject to the investment policies and goals of the Issuer and the applicable legislation, the Issuer may, if not in default under the Debentures, at any time purchase Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Issuer may in its discretion determine.

**Additional Debentures**

22. The Issuer reserves the right to issue additional debentures of the same maturities, interest rates and terms and conditions.

**Notices**

23. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Issuer or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.

**Time**

24. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

**Governing Law**

25. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.