

THE REGIONAL MUNICIPALITY OF PEEL
SCHEDULE "B" TO BY-LAW NUMBER 4-2011
Province of Ontario
The Regional Municipality of Peel

No. 2011-20-01

FULLY REGISTERED 3.95% DEBENTURE

The Regional Municipality of Peel (the "**Upper-tier Municipality**"), for value received, hereby promises to pay to:

CANADA MORTGAGE AND HOUSING CORPORATION ("**CMHC**")

or registered assigns, subject to the conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture by the maturity date of this debenture (February 1, 2031), the principal sum of

Sixty-Seven Million, Two Hundred Eighty-Three Thousand, Five Hundred and Thirty-Five
Dollars
----- (\$67,283,535.00) -----

by annual instalments of combined (blended) principal and interest in the manner and in the amounts set forth in the attached amortization schedule (the "**Schedule**") and pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in annual payments from the 1st day of February, 2011 or from the last date on which interest has been paid on this debenture, whichever is later at the rate of 3.95% per annum, in arrears, on the specified dates, as set forth in the Schedule (each, a "**Payment Date**") in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

This debenture is subject to the Conditions.

DATED at the Regional Municipality of Peel on February 1, 2011.

IN TESTIMONY WHEREOF and under the authority of By-law Number 4-2011 of the Upper-tier Municipality duly passed on January 27, 2011 (the "**By-law**"), this debenture is sealed with the municipal seal of the Upper-tier Municipality and signed by the Regional Chair and the Treasurer thereof.

Date of Registration: February 1, 2011.

Regional Chair

Treasurer

Amortization Schedule

SCHEDULE "B" TO BY-LAW NUMBER 4-2011

Interest Rate: 3.95%
 Borrower: Regional Municipality of Peel
 Amount of the Loan: \$ 67,283,535.00
 Planned Disbursement Date: February 1, 2011
 Amortization Period: 20 years
 Term: 20 years

Loan Schedule

Loan Date	01-Feb-11
Loan Amount	\$67,283,535.00
Interest Rate (%)	3.9500
Compounding Frequency	1
# of Payments per Year	1
Maturity Date	01-Feb-31
Term (Yrs)	20.000
Term (Yrs) -- if known	20.000
Periodic Rate (%)	3.9500
Calculated Payment	\$4,928,945.43
Payment -- if known	\$4,928,945.43
Number of Payments	20

(end of period) PMYT #	PMYT DATE	PRINCIPAL, BEGINNING OF PERIOD	PMYT	INT	PRN	PRN END OF PERIOD
1	2012-02-01	67,283,535.00	4,928,945.43	2,657,699.63	2,271,245.80	65,012,289.20
2	2013-02-01	65,012,289.20	4,928,945.43	2,567,985.42	2,360,960.01	62,651,329.19
3	2014-02-01	62,651,329.19	4,928,945.43	2,474,727.50	2,454,217.93	60,197,111.26
4	2015-02-01	60,197,111.26	4,928,945.43	2,377,785.89	2,551,159.54	57,645,951.72
5	2016-02-01	57,645,951.72	4,928,945.43	2,277,015.09	2,651,930.34	54,994,021.38
6	2017-02-01	54,994,021.38	4,928,945.43	2,172,263.84	2,756,681.59	52,237,339.79
7	2018-02-01	52,237,339.79	4,928,945.43	2,063,374.92	2,865,570.51	49,371,769.28
8	2019-02-01	49,371,769.28	4,928,945.43	1,950,184.89	2,978,760.54	46,393,008.74
9	2020-02-01	46,393,008.74	4,928,945.43	1,832,523.85	3,096,421.58	43,296,587.16
10	2021-02-01	43,296,587.16	4,928,945.43	1,710,215.19	3,218,730.24	40,077,856.92
11	2022-02-01	40,077,856.92	4,928,945.43	1,583,075.35	3,345,870.08	36,731,986.84
12	2023-02-01	36,731,986.84	4,928,945.43	1,450,913.48	3,478,031.95	33,253,954.89
13	2024-02-01	33,253,954.89	4,928,945.43	1,313,531.22	3,615,414.21	29,638,540.68
14	2025-02-01	29,638,540.68	4,928,945.43	1,170,722.36	3,758,223.07	25,880,317.61
15	2026-02-01	25,880,317.61	4,928,945.43	1,022,272.55	3,906,672.88	21,973,644.73
16	2027-02-01	21,973,644.73	4,928,945.43	867,958.97	4,060,986.46	17,912,658.27
17	2028-02-01	17,912,658.27	4,928,945.43	707,550.00	4,221,395.43	13,691,262.84
18	2029-02-01	13,691,262.84	4,928,945.43	540,804.88	4,388,140.55	9,303,122.29
19	2030-02-01	9,303,122.29	4,928,945.43	367,473.33	4,561,472.10	4,741,650.19
20	2031-02-01	4,741,650.19	4,928,945.37	187,295.18	4,741,650.19	0.00

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CONDITIONS OF THE DEBENTURE

1. The debentures issued pursuant to the By-law (collectively the "Debentures" and individually a "Debenture") are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, unsecured, unsubordinated, joint and several obligations of the Upper-tier Municipality and of its lower-tier municipalities. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Upper-tier Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of CMHC and held by CMHC.
4. The Upper-tier Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Upper-tier Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
5. 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 the maturity date. Principal of and interest on the Debentures are payable by the Upper-tier Municipality to the persons registered as holders in the registry on the relevant record date. The Upper-tier Municipality 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.
6. The Upper-tier Municipality shall make all payments in respect of annual instalments of combined (blended) principal and interest on the Debentures on each Payment Date commencing on February 1, 2012 in accordance with the provisions of the Debenture-Loan Agreement between CMHC and the Upper-tier Municipality dated as of February 1, 2011 (the "Agreement").
7. If the Upper-tier Municipality defaults in the payment of any instalment of combined (blended) principal and interest at any time appointed for payment thereof, CMHC may declare the indebtedness of the Upper-tier Municipality, as set forth in the Agreement, immediately due and payable, the whole without presentation, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower, and CMHC shall not be obliged to make any further advance under the Agreement and CMHC may then exercise all its recourses under this Debenture, the Agreement or under any agreement or document relating to each Project.
8. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, 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.
9. The Upper-tier Municipality shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Upper-tier Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in

SCHEDULE "B" TO BY-LAW NUMBER 4-2011

respect thereof satisfactory to the Upper-tier Municipality in its discretion; and (c) surrendered to the Upper-tier Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

10. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Upper-tier Municipality. Where new Debentures are issued in substitution in these circumstances the Upper-tier Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
11. Pursuant to the provisions of the Agreement, CMHC does not intend to sell, transfer or assign its interest in the Debentures and agrees that where it does so, it will only be to Her Majesty in Right of Canada or other federal agencies.
12. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Ottawa, Ontario time.
13. 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.