

Authority: Debenture Committee Item 3.1, as adopted by the Debenture Committee on December 2, 2011 under the delegated authority of Section 30-5 of Chapter 30, Debenture Committee, of the City of Toronto Municipal Code
Enacted by Debenture Committee: December 2, 2011

CITY OF TORONTO

BY-LAW No. 1428-2011

**To authorize the borrowing upon sinking fund debentures in the principal amount of \$100,000,000.00 for a purpose of the City of Toronto.
[Reopening of 4.70% \$350,000,000 Sinking Fund Debentures due June 10, 2041]**

WHEREAS the *City of Toronto Act, 2006* (the "Act") and the regulations made thereunder provide that the City of Toronto may for its purposes borrow money to obtain or provide long-term financing for any capital work by issuing debentures, issuing revenue bonds and entering bank loan agreements and that the City of Toronto shall adopt and maintain policies with respect to the financing of capital works, including the limits on the annual costs associated with the financing; and

WHEREAS the Council of the City of Toronto, in accordance with section 212 of the Act, adopted by By-law No. 261-2007 a policy with respect to the financing of capital works (the "City Policy"), including requirements pertaining to limits on the amount of debt to be issued annually and on the annual costs associated with debt financing (the "City Debt Limits"); and

WHEREAS the Council of the City of Toronto authorized the capital work of the City of Toronto (the "Capital Work") set out in Column 1 of Schedule "A" attached hereto and forming part of this By-law ("Schedule "A)"). The authorization in respect of the Capital Work has been granted in accordance with the City Policy; and

WHEREAS the City of Toronto desires to issue debentures for the Capital Work, which constitutes a capital work that the City of Toronto considers necessary or desirable for the public, in the principal amount of \$100,000,000.00 and the proposed issue of debentures in the principal amount of \$100,000,000.00 in respect thereof is in accordance with the City Policy and, in this regard will not cause the City to exceed the City Debt Limits; and

WHEREAS in accordance with the City Policy and By-law No. 330-2011, as amended, the Mayor and the Deputy City Manager and Chief Financial Officer (the "DCM/CFO") were authorized during each of the years 2011, 2012, 2013 and 2014 to enter into an agreement or agreements with a purchaser or purchasers for the issue, or the sale and issue of debentures upon such terms and conditions including price or prices that they deem expedient to provide an amount not exceeding \$900,000,000.00 for the City of Toronto's purposes, including purposes of the former Municipality of Metropolitan Toronto. For clarification and confirmation the debentures can be issued at any time in the year the agreement is entered into or thereafter without affecting the \$900,000,000.00 limit because the limit shall be reduced during the year the agreement is entered into by the amount of debentures specified in any such agreement regardless of the year in which the debentures are issued; and

WHEREAS the Mayor and the DCM/CFO have, as authorized by By-law No. 330-2011, as amended, entered into a written agreement dated June 2, 2011 with Scotia Capital Inc., RBC Dominion Securities Inc. and CIBC World Markets Inc. for the issue and sale of sinking fund debentures in the principal amount of \$350,000,000.00 (the "June 2, 2011 Agreement") on the terms and conditions set out therein; and

WHEREAS pursuant to the June 2, 2011 Agreement, and as authorized by debenture By-law No. 755-2011 under which the City of Toronto issued the sinking fund debentures contemplated by the June 2, 2011 Agreement, the City of Toronto has reserved the right to issue additional sinking fund debentures of the same maturity, interest rate and terms and conditions; and

WHEREAS the Mayor and the DCM/CFO have, as authorized by By-law No. 330-2011, as amended, entered into a written agreement dated November 22, 2011 with CIBC World Markets Inc., RBC Dominion Securities Inc. and Scotia Capital Inc., for the issue and sale of additional sinking fund debentures in the principal amount of \$100,000,000.00 (the "Agreement") on the terms and conditions set out therein; and

WHEREAS the Mayor and the DCM/CFO have reported the terms of the Agreement to the Debenture Committee for approval and will report the terms of the Agreement approved by the Debenture Committee to the Council of the City of Toronto for information before the end of 2011, pursuant to By-law No. 330-2011, as amended; and

WHEREAS the total of the principal amount of additional sinking fund debentures to be issued by the City of Toronto in accordance with the Agreement, together with the principal amount of sinking fund debentures to be contemporaneously issued by the City of Toronto in accordance with another written agreement dated November 22, 2011 entered into by the Mayor and the DCM/CFO with CIBC World Markets Inc., RBC Dominion Securities Inc. and Scotia Capital Inc., for the issue and sale of sinking fund debentures in the principal amount of \$200,000,000.00, together with the principal amount of the sinking fund debentures issued pursuant to debenture By-law No. 755-2011 (in accordance with the June 2, 2011 Agreement) and together with the principal amount of any other debentures authorized by any agreements entered into by the City of Toronto with any purchasers during the year 2011 pursuant to By-law No. 330-2011, as amended, does not exceed the debenture authority under By-law No. 330-2011, as amended; and

WHEREAS the City of Toronto has complied with all of the applicable provisions of the City Policy, the City Debt Limits, the Act and the regulations, relating to the borrowing of money for the Capital Work and the issue of additional sinking fund debentures to obtain or provide the respective principal amount set out in Column 2 of Schedule "A"; and

WHEREAS to obtain long-term financing for the Capital Work it is now deemed to be expedient to borrow money by issuing additional sinking fund debentures of the City of Toronto in the principal amount of \$100,000,000.00 payable at the time and bearing interest at the rate hereinafter set forth;

The Debenture Committee of the City of Toronto HEREBY ENACTS as follows:

1. The Debenture Committee hereby approves the obtaining or provision of long-term financing of the Capital Work through the issue of additional sinking fund debentures in the principal amount of \$100,000,000.00 in accordance with the terms and conditions of the Agreement and in this connection, specifically authorizes the borrowing upon the credit of the City of Toronto at large of the principal amount of \$100,000,000.00 to provide long-term financing for the Capital Work by issuing therefor additional sinking fund debentures (of the same maturity, interest rate and terms and conditions as the sinking fund debentures described in the June 2, 2011 Agreement issued pursuant to debenture By-law No. 755-2011) within the term of years set out in Column 3 of Schedule "A", in minimum denominations of \$1,000.00, as hereinafter set forth.
2. The Mayor and the DCM/CFO of the City of Toronto are hereby authorized to cause any number of sinking fund debentures in the principal amount of \$100,000,000.00, as described in section 1 above (the "Debentures") payable on June 10, 2041 to be issued for such amounts of money as may be required for the Capital Work in global and definitive forms, not exceeding in total the said principal amount of \$100,000,000.00. The Debentures shall bear the seal of the City of Toronto and the signatures of the Mayor and the DCM/CFO of the City of Toronto. The seal of the City of Toronto and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs. The Debentures shall initially be issued in global fully registered form as one certificate in the principal amount of \$100,000,000.00, in the name of CDS & CO. as nominee of CDS Clearing and Depository Services Inc. ("CDS"), substantially in the form of Schedule "B" attached hereto and forming part of this By-law (the "Global Debenture"), with provision for payment of interest in each year of the currency of the Global Debenture and of principal at maturity, electronically in final and irrevocable same-day funds in accordance with the applicable requirements of CDS, so long as the Global Debenture is held by CDS.
3.
 - (1) The Debentures shall all be dated the 6th day of December, 2011, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall be issued for a term of approximately thirty years bearing interest at the rate of 4.70% per annum and shall be payable as to principal on the 10th day of June, 2041. The amount of \$1,783,010.00 shall be deposited annually by the DCM/CFO of the City of Toronto, or an authorized official of the City of Toronto, into the sinking fund that was established under debenture By-law No. 755-2011 (the "Sinking Fund"), commencing on June 10, 2012, which amount, with interest compounded annually, will be sufficient to pay the principal of the Debentures at maturity (the 10th day of June, 2041) as required by the provisions of the Act, the regulations made thereunder, the City Policy and this By-law.
 - (2) Payments in respect of principal of and interest on the Debentures (and deposits into the Sinking Fund) 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.

4. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable both before and after default and judgment. Any amounts payable by the City of Toronto as interest on overdue principal or interest in respect of the Debentures shall be paid out of current revenue. 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.
5. In limited circumstances, as agreed to by both the City of Toronto and CDS, the Global Debenture shall be exchangeable for certificated Debentures in definitive fully registered form in authorized denominations upon surrender of the Global Debenture to the DCM/CFO of the City of Toronto. Any of the Debentures issued as definitive Debentures may, with the approval of the Debenture Committee, be countersigned in writing by officials so designated by the Debenture Committee. The definitive Debentures shall aggregate the same principal amount as the principal outstanding balance of the Global Debenture as of the record date for such exchange in accordance with the provisions of the Global Debenture, shall bear the same interest rate and maturity date, shall bear all unmatured interest obligations and shall have the same benefits and be subject to the same terms and conditions as the Global Debenture (except insofar as they specifically relate to the Global Debenture). In issuing definitive Debentures no change shall be made in the amount which would otherwise be payable in each year under the Global Debenture. The definitive Debentures shall be in fully registered form, payable as to principal and outstanding interest in lawful money of Canada at maturity upon presentation and surrender thereof at any specified branch in Canada of the City of Toronto's bank designated in the definitive Debentures. Prior to maturity the definitive Debentures shall be payable as to interest by cheque sent by mail to the registered addresses of the registered holders or, if authorized in writing, by electronic transfer.
6. In respect of the Debentures there shall be raised in each year during their currency as part of the general levy, an amount payable for interest on the Debentures as follows: the first interest payment (for the interest period commencing on June 10, 2011) in the amount of \$2,350,000.00 will be made on December 10, 2011 and thereafter semi-annual interest in the amount of \$2,350,000.00 will be payable on each of June 10 and December 10. There shall also be raised in each year during the said period as part of the general levy, an amount of \$1,783,010.00 for deposit into the Sinking Fund, commencing on June 10, 2012, for the payment of the principal of the Debentures at maturity. In each such year, for the Capital Work, the said two amounts (the amount for interest and the amount for the sinking fund contribution) shall be raised as part of the general levy to the extent that such amounts have not been provided for by any other available source including other taxes or fees or charges levied or imposed on persons or property by a by-law of any municipality.

7. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
8. The City of Toronto shall maintain 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 cancellations, exchanges, substitutions and transfers of Debentures may be recorded and the City of Toronto is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
9. The City of Toronto 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 City of Toronto shall deem and treat registered holders of the Debentures, including the 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 City of Toronto on the Debentures to the extent of the amount or amounts so paid. 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 City of Toronto. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, 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 City of Toronto.
10. The Debentures are transferable or exchangeable at the office of the DCM/CFO of the City of Toronto upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the City of Toronto 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, the Mayor and the DCM/CFO shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
11. The Mayor and the DCM/CFO shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity date and of like form which have become defaced, lost, subject to a mysterious or unexplainable disappearance, stolen, destroyed or dematerialized, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case where a Debenture is defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized) furnished the City of Toronto with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the City of Toronto in its discretion; and (c) surrendered to the City of Toronto any defaced Debenture in respect of which new Debentures are to be issued in substitution. In the case of the Global Debenture, a

bond of indemnity as a condition of the issue of a replacement debenture certificate is hereby waived.

12. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
13. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the City of Toronto. When any of the Debentures are surrendered for transfer or exchange the DCM/CFO of the City of Toronto shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
14. Subject to an agreement that the City of Toronto may enter into to the contrary, reasonable fees may be imposed by the City of Toronto for the substitution of a new Debenture or new Debentures for any of the Debentures that are defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized and for the replacement of any of the interest cheques that are defaced, lost, mysteriously or unexplainably missing, stolen or destroyed. Where new Debentures are issued in substitution in these circumstances the City of Toronto 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 on the basis that the City of Toronto has waived a bond of indemnity as a condition of issuing a replacement debenture certificate in respect of the Global Debenture.
15. 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.
16.
 - (1) In accordance with the Agreement, the Mayor and the DCM/CFO are hereby authorized to cause the Debentures to be issued, one or more of the DCM/CFO and the City of Toronto Clerk are hereby authorized to generally do all things and to execute all other documents and papers in the name of the City of Toronto in order to carry out the sale of the Debentures through CDS' book entry only system and the DCM/CFO is authorized to affix the seal of the City of Toronto to any of such documents and papers.
 - (2) The money received by the City of Toronto from the sale of the Debentures, including any premium, and any earnings derived from the investment of that money, shall be apportioned and applied to the Capital Work, and to no other

purpose except as permitted by the Act, the regulations made thereunder and the City Policy.

17. The City of Toronto reserves the right to issue additional sinking fund debentures of the same maturity, interest rate and terms and conditions.
18. Subject to the City of Toronto's investment policies and goals and the applicable legislation, the City of Toronto may, if not in default under the Debentures, at any time purchase any of the 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 City of Toronto may in its discretion determine.
19. This By-law comes into force on the day it is passed.

ENACTED AND PASSED this 2nd day of December, A.D. 2011.

MIKE DEL GRANDE
Vice Chair of Debenture Committee

ULLI S. WATKISS
City Clerk

(Corporate Seal)

City of Toronto
Schedule "A" to By-law No. 1428-2011
Corporate Finance Division 30 Year Issuance

Capital Work	Principal Amount	Total Repayment Approximate Years	Authorizing By-laws Nos.	Authorizing By-laws Date	Maximum Years approved by Council
1	2	3	4	5	6
	\$				
TORONTO TRANSIT COMMISSION					
Capital expenditures in connection with the Spadina subway extension project	100,000,000.00	30	336-2011	February 23 and 24, 2011	30
Total Toronto Transit Commission	100,000,000.00				
GRAND TOTAL	100,000,000.00				

City of Toronto
Schedule "B" to By-law No. 1428-2011
Corporate Finance Division 30 Year Issuance

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to the City of Toronto (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. GB11-30-02

\$100,000,000.00

CUSIP No.: 891288DD1

ISIN No.: CA 891288DD17

C A N A D A
 Province of Ontario
 CITY OF TORONTO

FULLY REGISTERED GLOBAL 4.70% SINKING FUND 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"), on the maturity date of this Global Debenture (June 10, 2041), the principal amount of

ONE HUNDRED MILLION DOLLARS

----- (\$100,000,000.00) -----

in lawful money of Canada, and to pay interest thereon until the maturity date of this Global Debenture in like money with the first interest payment to be made on December 10, 2011 (for the interest period commencing on June 10, 2011) and thereafter to be made in semi-annual payments on June 10 and December 10 in each year, or from the last date on which interest has been paid on this Global Debenture, whichever is later, at the rate of 4.70% per annum in arrears (each, a "Payment Date") in the manner provided in the Conditions. Subject to the Conditions, interest shall be paid on default at the aforesaid rate both before and after default and judgment. The payments of interest, the amount to be deposited into the applicable sinking fund 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 City of Toronto the 6th day of December, 2011.

IN TESTIMONY WHEREOF and under the authority of By-law No. 1428-2011 (the "Debenture By-law") of the Issuer duly passed on the 2nd day of December, 2011, this Global Debenture is sealed with the seal of the Issuer and signed by the Mayor and by the Deputy City Manager and Chief Financial Officer, thereof.

Date of Registration December 6, 2011

Mayor

(seal)

Deputy City Manager
and Chief Financial Officer

SCHEDULE

Year	Interest Rate %	Interest 10-Jun \$	Interest 10-Dec \$	Annual Sinking Fund Deposit 10-Jun \$	Total Annual Payment \$	Principal Outstanding 10-Jun \$
2011	4.70	0.00	2,350,000.00	0.00	2,350,000.00	100,000,000.00
2012	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2013	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2014	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2015	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2016	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2017	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2018	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2019	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2020	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2021	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2022	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2023	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2024	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2025	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2026	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2027	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2028	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2029	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2030	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2031	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2032	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2033	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2034	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2035	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2036	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2037	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2038	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2039	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2040	4.70	2,350,000.00	2,350,000.00	1,783,010.00	6,483,010.00	100,000,000.00
2041	4.70	<u>2,350,000.00</u>	<u>0.00</u>	<u>1,783,010.00</u>	<u>4,133,010.00</u>	<u>0.00</u>
		<u>70,500,000.00</u>	<u>70,500,000.00</u>	<u>53,490,300.00</u>	<u>194,490,300.00</u>	

LEGAL OPINION

We have examined the Debenture By-law of the Issuer authorizing the issue of sinking fund debentures in the principal amount of \$100,000,000.00 dated December 6, 2011 and maturing on June 10, 2041.

The Debenture By-law has been properly passed and is within the legal powers of the Issuer. The sinking fund debentures issued under the Debenture By-law in global fully registered form (the "Global Debenture") are direct, general and unsubordinated obligations of the Issuer. The Global Debenture is enforceable against the Issuer 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, December 6, 2011

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 minimum denominations of \$1,000.00.
2. The Debentures are direct, general and unsubordinated obligations of the Issuer. 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 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 City of Toronto 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. In each year during the currency of the Debentures, there shall be raised as part of the general levy, an amount of \$4,700,000.00 for interest on the Debentures. The interest shall be payable as follows: the first interest payment in the amount of \$2,350,000.00 will be made on December 10, 2011 (for the interest period commencing on June 10, 2011) and thereafter semi-annual interest payments in the amount of \$2,350,000.00 will be made on each of June 10 and December 10. There shall also be raised in each year during the said period as part of the general levy, an amount of \$1,783,010.00 for deposit by the Issuer into the sinking fund established under By-law No. 755-2011 for the payment of principal (the "Sinking Fund") at maturity in accordance with the provisions of the Debenture By-law, the *City of Toronto Act, 2006*, the regulations made thereunder and the City Policy, as defined in the Debenture By-law.
11. The record date for purposes of payment of a deposit into the Sinking Fund and of payment of principal and of interest on the Debentures is as of 5:00 p.m. on the fourteenth calendar day preceding any Payment Date, including the 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.

12. The Issuer shall make all payments in respect of interest on the Debentures on each Payment Date commencing on December 10, 2011 and of principal at maturity, 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.
13. 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.
14. 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.
15. Payments in respect of principal of and interest on the Debentures (and deposits into the Sinking Fund) 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.
16. 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.
17. In the case of the death of one or more joint registered holders, despite sections 9 and 16 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

18. Debentures are transferable or exchangeable at the office of the DCM/CFO 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.

19. Subject to an agreement that the Issuer may enter into to the contrary, 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. In the case of the Global Debenture, the Issuer has waived the requirement of a bond of indemnity as a condition of issuing a replacement debenture certificate in the event of a defacement, loss, mysterious or unexplainable disappearance, theft or destruction.
20. 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.
21. 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 that are defaced, lost, mysteriously or unexplainably missing, stolen or destroyed.

Purchases

22. 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

23. The Issuer has reserved the right to issue additional sinking fund debentures of the same maturity, interest rate and terms and conditions.

Notices

24. 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

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

Governing Law

26. 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.