

Authority: Debenture Committee Item DB6.2, as adopted by the Debenture Committee on June 26, 2020, under the delegated authority of Section 30-3.5 of City of Toronto Chapter 30, Debenture and Other Borrowing

CITY OF TORONTO

BY-LAW 450-2020

To authorize the borrowing upon the issuance of sinking fund debentures in the principal amount of \$6,250,000.00 to the Canada Mortgage and Housing Corporation for capital works of the City of Toronto.

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 261-2007 a policy with respect to the financing of capital works which policy was subsequently amended (the "City Policy"), and which amended policy includes requirements pertaining to limits on the amount of new long-term debt obligations to be undertaken annually for capital works and on the annual costs associated with the debt financing (the "City Debt Limits"); and

Whereas the Council of the City of Toronto has passed the by-law(s) enumerated in Column 4 of Schedule "A" attached hereto and forming part of this By-law ("Schedule A") authorizing the capital work described in Column 1 of Schedule A (the "Capital Works") and has authorized the entering into of a contribution and loan agreement dated June 12, 2020 for, *inter alia*, the provision of long term borrowing from Canada Mortgage and Housing Corporation ("CMHC") in respect of the Capital Works (the "Agreement"). All of the authorizations in respect of the Capital Works have been authorized in accordance with the City Policy; and

Whereas the City of Toronto desires to issue a sinking fund debenture for the Capital Works to CMHC, which Capital Works constitute Capital Works that the City of Toronto considers necessary or desirable for the public, as included in its Ten Year Capital Plan, in the principal amount specified in Column 2 of Schedule "A" and the proposed issue of the sinking fund debenture in the principal amount of \$6,250,000.00 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 the City of Toronto Municipal Code, Chapter 30, Debenture and Other Borrowing (the "City of Toronto Municipal Code") the Mayor (or as an alternate to the Mayor, one of the Deputy Mayor or the Chair of the Budget Committee) and the Chief Financial Officer and Treasurer were authorized to enter into an agreement with a purchaser or purchasers, during the year 2020, for the issue, or the sale and issue, of debentures and revenue bonds, and for entering into bank loan agreements, upon such terms and conditions

including price or prices as they deem expedient to provide an amount not exceeding \$1,000,000,000.00 for the City of Toronto's purposes. For clarification and confirmation the debentures, revenue bonds and bank loan agreements can be issued or entered into at any time in the year the agreement is entered into or thereafter without affecting the \$1,000,000,000.00 limit because the limit shall be reduced during the year the agreement is entered into by the amount of debentures, revenue bonds and bank loans specified in any such agreement regardless of the year in which the debentures and revenue bonds are issued and the bank loans are made; and

Whereas the Mayor and the Chief Financial Officer and Treasurer have, as authorized by the City of Toronto Municipal Code, entered into the Agreement for, *inter alia*, the issue and sale of a sinking fund debenture in the principal amount of \$6,250,000.00 (the "**Debenture**") on the terms and conditions set out therein; and

Whereas the Chief Financial Officer and Treasurer has reported the terms of the Agreement to the Debenture Committee for approval, pursuant to the City of Toronto Municipal Code; 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 any other debentures, revenue bonds and bank loan agreements, authorized by any agreements entered into by the City of Toronto during the year 2020 pursuant to the City of Toronto Municipal Code, does not exceed the annual limit of \$1,000,000,000.00 for the year 2020 under the City of Toronto Municipal Code; and

Whereas the City of Toronto has complied with all of the applicable provisions of the City Policy, the City Debt Limits, the City of Toronto Municipal Code, the Act, and the applicable regulations, relating to the borrowing of money for the Capital Works and the issue of additional sinking fund debentures to obtain or provide long-term financing in the respective principal amounts set out in Column 2 of Schedule A; and

Whereas to obtain long-term financing for the Capital Works it is now deemed to be expedient to borrow money by issuing the Debenture to CMHC in the principal amount of \$6,250,000.00 to be payable at the time and bearing interest at the rate hereinafter set forth;

The Debenture Committee of the City of Toronto enacts:

1. The Debenture Committee hereby approves the obtaining or provision of long-term financing for the Capital Works through the issue of the Debenture 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 \$6,250,000.00 to provide long-term financing for the Capital Works by issuing therefor a sinking fund debenture with a term of approximately twenty years which term is within the maximum authorized term of years for the Capital Works set out in Column 6 of Schedule A.
2. The Mayor and the Chief Financial Officer and Treasurer are hereby authorized to cause the Debenture, as described in Section 1 above, payable on the 10th day of July, 2040 to be issued to CMHC for such amounts of money as may be required for the Capital Works, not exceeding the said principal amount of \$6,250,000.00. The Debenture shall

bear the seal of the City of Toronto and the signatures of the Mayor and the Chief Financial Officer and Treasurer. 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 Debenture is 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 Debenture shall be in fully registered form as one or more certificates in the aggregate principal amount of \$6,250,000.00 in the name of CMHC or as CMHC may otherwise direct, substantially in the form attached as Schedule B hereto and forming part of this By-law with provision for payment of principal at maturity, electronically in final and irrevocable same-day funds or on such terms as to which the registered holder and the City of Toronto may agree.

3. (1) The Debenture shall be dated the 10th day of July, 2020, and as to both principal and any interest shall be expressed and be payable in lawful money of Canada. The Debenture shall be issued for a term of approximately twenty years bearing interest at the rate of 0 percent per annum and shall be payable as to principal on the 10th day of July, 2040. The estimated additional amount of \$221,006.73 shall be deposited annually by the Chief Financial Officer and Treasurer, or another authorized official of the City of Toronto, into the sinking fund established for the Debenture (the "Sinking Fund"), commencing on July 10, 2021, which amount, with interest compounded annually, will be sufficient to pay the principal of the Debenture at maturity (the 10th day of July, 2040), all as required by the relevant authorities including the provisions of the Act, the regulations made thereunder, the City Policy and this By-law.
 - (2) In respect of the Debenture there shall be raised in each year during their currency as part of the general levy, an amount the estimated amount of \$221,006.73 for deposit into the Sinking Fund, commencing on July 10, 2021, for the payment of the principal of the Debenture at maturity. In each such year, for the Capital Works, the said amount for the sinking fund contribution shall be raised as part of the general levy to the extent that the 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.
 - (3) Payments in respect of principal of and interest on the Debenture (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. If any payment is not paid when due (whether by acceleration or otherwise), the City of Toronto agrees to pay to CMHC a late payment fee equal to 2 percent of the payment amount, subject to CMHC agreeing in its sole discretion to waive the same in writing within thirty (30) days. After the occurrence and during the continuation of a default, the City of Toronto agrees that CMHC may, without notice, increase the applicable interest rate to 5 percent per annum; provided that this paragraph shall not be deemed to constitute a waiver of any default or an agreement by CMHC to permit any late payments

whatsoever. Any amounts payable by the City of Toronto as interest on overdue principal or interest in respect of the Debenture shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debenture for a period of less than one full year, other than with respect to regular 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. The Debenture 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.
6. The City of Toronto shall maintain a registry in respect of the Debenture 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 the Debentures or part thereof (if any) may be recorded and the City of Toronto is authorized to use electronic, magnetic or other media for records of or related to any such debentures or for copies of them.
7. The City of Toronto shall not be bound to see to the execution of any trust affecting the ownership of the Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The City of Toronto shall deem and treat the registered holder of the Debenture as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of the registered holder shall be valid and effectual to discharge the liability of the City of Toronto on the Debenture to the extent of the amount or amounts so paid.
8. The Debenture is transferable or exchangeable at the office of the Chief Financial Officer and Treasurer 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, the Mayor and the Chief Financial Officer and Treasurer shall issue and deliver one or more new debenture or debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
9. The Mayor and the Chief Financial Officer and Treasurer shall issue and deliver one or more new debenture or debentures in exchange or substitution for any debenture outstanding on the registry with the same maturity date and of like form which have become mutilated, 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 when a debenture is mutilated, 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;
 - (c) surrendered to the City of Toronto any mutilated or defaced debenture in respect of which new debenture(s) are to be issued in substitution.

10. Any debenture issued upon any registration of transfer or exchange or in substitution for the Debenture or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by the Debenture 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 Debenture.
11. The cost of all transfers and exchanges, including the printing of authorized denominations of any new debenture, shall be borne by the City of Toronto. When any of the debentures are surrendered for transfer or exchange the Chief Financial Officer and Treasurer shall: (a) in the case of an exchange, cancel and destroy the debenture surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new debenture or debentures issued in exchange; and (d) in the case of a transfer, enter in the registry the name of the registered holder as directed by the transferor.
12. 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 mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized and for the replacement of any of the interest cheques that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed. When 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.
13. Except as otherwise expressly provided herein, any notice required to be given to the registered holder of the Debenture will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
14.
 - (1) The Mayor and the Chief Financial Officer and Treasurer are hereby authorized to cause the Debenture to be issued in connection with the Agreement, and the City Clerk is authorized to affix the seal of the City of Toronto to the Debenture.
 - (2) The execution and delivery to CMHC by the Mayor, the Chief Financial Officer and Treasurer and any other duly authorized official of the City of Toronto of the Agreement and any documents or papers in connection therewith prior to the passing of this By-law are hereby confirmed, ratified, and approved as of the date of execution and delivery, and the City Clerk is authorized to affix the seal of the City of Toronto to any such documents or papers.
 - (3) The money received by the City of Toronto from the issuance of the Debenture, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Works, and to no other purpose except as permitted by the relevant authorities including the Act, the regulations made thereunder, the City of Toronto Municipal Code and the City Policy.

- 15.** Subject to the City of Toronto's Statement of Investment Policy and Procedures and the applicable legislation, the City of Toronto and the City of Toronto Investment Board may, if the City of Toronto is not in default under the Debenture, at any time purchase the Debenture 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.
- 16.** This By-law comes into force on the day it is passed.

Enacted and passed on June 26, 2020.

Mayor John Tory,
Chair, Debenture Committee

Ulli S. Watkiss,
City Clerk

(Seal of the City)

**City of Toronto
Schedule A
20 Year Issuance**

Capital Work	Principal Amount (\$)	Total Repayment Years	Authorizing By-laws Nos.	Relevant City Council Meeting Dates	Maximum Years Approved by Council
1	2	3	4	5	6
Capital Expenditures in connection with the Modular Homes Project (CC20.6)	6,250,000.00	20	362-2020	April 30, 2020	20

City of Toronto
Schedule "B"
20 Year Issuance

No.

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

FULLY REGISTERED 0% SINKING FUND DEBENTURE

CITY OF TORONTO (the "Issuer"), for value received, hereby promises to pay to

CANADA MORTGAGE AND HOUSING CORPORATION

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), on the maturity date of this Debenture (July 10, 2040), the principal amount of

SIX MILLION, TWO HUNDRED FIFTY DOLLARS

----- (\$6,250,000.00) -----

in lawful money of Canada, and to pay any interest thereon until the maturity date of this Debenture in like money with the first interest payment to be made on January 1, 2021 and thereafter in semi-annual payments to be made on July 1 and January 1, commencing on January 1, 2021, in each year (each, a "Payment Date") or from the last date on which interest has been paid on this Debenture, whichever is later, at the rate of 0% per annum in arrears in the manner provided in the Conditions. Subject to the Conditions, interest shall be paid on default at a rate of 5% per annum both before and after default and judgment. The payments of interest, the additional 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 Debenture is subject to the Conditions.

DATED at the City of Toronto the 10th day of July, 2020.]

IN TESTIMONY WHEREOF and under the authority of the debenture by-law duly passed by the Debenture Committee of the Issuer on the 26th day of June, 2020 (the "Debenture By-law"), pursuant to which this Debenture is authorized and issued, this Debenture is sealed with the seal of the Issuer and signed by the Mayor and by the Chief Financial Officer and Treasurer, thereof.

Mayor

(seal)

Chief Financial Officer and Treasurer

SCHEDULE

Year	Interest Rate	Interest Payment		Total Annual Interest Payment	Annual Sinking Fund Contribution	Principal Balance Outstanding
		01-Jan \$	01-Jul \$			
	%			\$	10-Jul \$	\$
2020	0.00	0.00	0.00	0.00	--	6,250,000.00
2021	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2022	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2023	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2024	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2025	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2026	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2027	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2028	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2029	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2030	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2031	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2032	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2033	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2034	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2035	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2036	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2037	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2038	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2039	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2040	0.00	0.00	0.00	0.00	221,006.73	0.00

LEGAL OPINION

We have examined the Debenture By-law of the Issuer authorizing the issue of sinking fund debentures in the principal amount of \$6,250,000.00 dated the 10th day of July, 2020 and maturing on the 10th day of July, 2040.

The Debenture By-law has been properly passed and is within the legal powers of the Issuer. The sinking fund fully registered debenture certificate issued under the Debenture By-law (the "Debenture") is a direct, general and unsubordinated obligation of the Issuer. The Debenture is enforceable against the Issuer subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act* (Ontario), 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 Debenture.

Toronto, July 10, 2020

CONDITIONS OF DEBENTURE

1. The debenture issued pursuant to the By-law (the "**Debenture**") is issuable as a fully registered debenture without coupons.
2. The Debenture is a direct, unsecured and unsubordinated obligation of the City of Toronto. The Debenture ranks concurrently and equally in respect of payment of principal and interest with all other debentures of the City of Toronto 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 City of Toronto shall maintain at its designated office a registry in respect of the Debenture in which shall be entered 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 the Debenture or part thereof, may be registered and the City of Toronto is authorized to use electronic, magnetic or other media for records of or related to any such debentures or for copies of them.
5. The City of Toronto shall not be bound to see to the execution of any trust affecting the ownership of the Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The City of Toronto shall deem and treat the registered holder of the Debenture, as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of the registered holder shall be valid and effectual to discharge the liability of the City of Toronto on the Debenture to the extent of the sum or sums so paid.
6. The record date for purposes of payment of principal of and interest on the Debenture 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 Debenture are payable by the City of Toronto to the persons registered as holders in the registry on the relevant record date. The City of Toronto shall not be required to register any transfer, exchange or substitution of the Debenture during the period from any record date to the corresponding Payment Date.
7. In each year during the currency of the Debenture, there shall be raised as part of the general levy, the estimated amount of \$221,006.73 for deposit by the City into into the sinking fund established under Debenture By-law (the "**Sinking Fund**") for the payment of the principal of the Debenture at maturity in accordance with the relevant authorities including 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.
8. The City of Toronto shall make all payments in respect of principal at maturity of the Debenture, electronically in final and irrevocable same-day funds.
9. The City of Toronto may at any time on not less than thirty (30) days' notice to CMHC, prepay all or part of the principal that is then outstanding. In the case of a prepayment of

a part of the principal, the amount of such prepayment cannot be less than the sum of one hundred thousand dollars (\$100,000.00). Upon delivery of such notice, the City of Toronto shall be obligated to effect prepayment in accordance with the terms of the notice and this section. Any amounts prepaid may not be re-borrowed.

10. Whenever it is necessary to compute any amount of interest in respect of the Debenture 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 or 366 days, as appropriate.
11. Payments in respect of the Debenture 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.
12. The Debenture may be transferred by CMHC only with the prior written consent of the City of Toronto. Notwithstanding the foregoing, CMHC may transfer the Debenture without the prior consent of the City of Toronto if such transfer is to a successor of CMHC by amalgamation or operation of law or to the federal Government of Canada.
13. The City of Toronto shall issue and deliver one or more new debentures in exchange or substitution for any debenture 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 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 mutilated or defaced debenture in respect of which new the debenture(s) are to be issued in substitution.
14. Any debenture issued upon any registration of transfer or exchange or in substitution for the Debenture or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by the Debenture or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debenture.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of any new debenture shall be borne by the City of Toronto. When any of the debentures are surrendered for transfer or exchange to the Deputy City Manager and the Chief Financial Officer of the City of Toronto shall: (a) in the case of an exchange, cancel and destroy the debenture 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.
16. Reasonable fees for the substitution of a new debenture or debentures for any debenture that is 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

City of Toronto. 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.

17. Except as otherwise expressly provided herein, any notice required to be given to the registered holder of the Debenture 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 City of Toronto or any registered holder is required to give any notice in connection with the Debenture 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.
18. This Debenture is issued in connection with the Affordable Rental Housing Innovation Fund Contribution and Loan Agreement dated June 12, 2020 between CMHC and the City of Toronto (as amended, restated, supplemented, or replaced from time to time, the "**Agreement**") and is subject to the terms and conditions set out therein. In the event of a conflict, ambiguity, or inconsistency between the provisions of this Debenture and the Agreement, the Agreement shall prevail.
19. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto, Ontario time.
20. The Debenture is 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.