



Bill No. 010

BY-LAW NUMBER 2016-

A By-law of The Corporation of the City of Barrie to authorize the borrowing upon amortizing debentures in the principal amount of \$22,602,980.00 towards the cost of the Transit Garage and Wastewater Pollution Control Plant Expansion

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the *Act* provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of the City of Barrie (the "Municipality") has passed each By-law enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing each capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works"), and authorizing the entering into of a Financing Agreement dated effective as of December 16, 2015 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work in the respective amounts specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work the Treasurer determined that the estimated annual amount payable in respect of the Capital Work would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work (the "Application") and the Application has been approved; it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$22,602,980.00 dated February 16, 2016 and maturing on February 16, 2036 and payable in semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th day of February in each of the years 2016 to 2036, both inclusive on the terms hereinafter set forth;

NOW THEREFORE the Council of The Corporation of the City of Barrie enacts as follows:

1. That for the Capital Work, the borrowing upon the credit of the Municipality at large of the principal amount of \$22,602,980.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. That the Acting Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work in definitive form, not exceeding in total the said principal amount of \$22,602,980.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Acting Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the *Act*. The municipal seal of the Municipality 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.

3. That the Debentures shall be in fully registered form as one or more certificates in the principal amount of \$22,602,980.00, in the name of OILC, or as OILC 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 and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. That in accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. That the Debentures shall all be dated the 16th day of February, 2016, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.20% per annum and mature during a period of 20 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by February 16, 2036 and be payable in equal semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th of February in each of the years 2016 to 2036, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").
6. That 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 "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. That interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment 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 as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.
8. That in each year in which a payment of equal semi annual instalments of combined principal and interest becomes due in respect of the Capital Works including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. That 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.

10. That the Municipality 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 Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. That the Municipality 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 Municipality shall deem and treat registered holders of the Debentures 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 Municipality 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 Municipality. 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 Municipality.
12. That the Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality 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 Acting Mayor and the Treasurer 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.
13. That the Acting Mayor and the Treasurer 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 mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen 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 when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. That 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.
15. That the cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality 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; (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 particulars of the registered holder as directed by the transferor.
16. That reasonable fees 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 or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the 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.

17. That 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.
18. That the Acting Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. That the money received by the Municipality from the sale of the Debentures to OILC, 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 *Act*.
20. That subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality 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 Municipality may in its discretion determine.
21. That this By-law shall come into force and effect immediately upon the final passing thereof.

READ a first and second time this 8th day of February, 2016.

READ a third time and finally passed this 8th day of February, 2016.

THE CORPORATION OF THE CITY OF BARRIE

ACTING MAYOR – UBIRAJARA (PETER) SILVEIRA

CITY CLERK – DAWN A. MCALPINE

THE CORPORATION OF THE CITY OF BARRIE

Schedule "A" to By-law Number 2016-

(1)	(2)	(3) Approved Amount to be Financed Through the Issue of Debentures	(4)	(5)	(6)
By-law	Project Description		Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2015-127	Transit Garage	\$12,602,980.00	\$0.00	\$12,602,980.00	20
2015-127	Wastewater Pollution Control Plant Expansion	\$10,000,000.00	\$0.00	\$10,000,000.00	20

THE CORPORATION OF THE CITY OF BARRIE

Schedule "B" to By-law Number 2016-

No.

\$22,602,980.00

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF BARRIE

FULLY REGISTERED 3.20% AMORTIZING DEBENTURE

THE CORPORATION OF THE CITY OF BARRIE (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (February 16, 2036), the principal amount of

TWENTY-TWO MILLION, SIX HUNDRED TWO THOUSAND, NINE HUNDRED EIGHTY
DOLLARS

----- (\$22,602,980.00) -----

by equal semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th day of February in each of the years 2016 to 2036, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Schedule (the "Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the 16th day of February, 2016, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.20% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of the City of Barrie as at the 16th day of February, 2016

IN TESTIMONY WHEREOF and under the authority of By-law Number 2016- of the Municipality duly passed on the 8th day of February, 2016 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Acting Mayor and by the Treasurer thereof.

Date of Registration: February 16, 2016

(Seal) _____

Ubirajara (Peter) Silveira, Acting Mayor

Craig Millar, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the *OILC Act, 2011* as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law Number 2016- (the "By-law") of The Corporation of the City of Barrie (the "Municipality") authorizing the issue of amortizing debentures in the principal amount of \$22,602,980.00 dated February 16, 2016 and maturing on February 16, 2036 and payable in equal semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th day of February in each of the years 2016 to 2036, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

February 16, 2016

Barriston LLP

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking 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, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the 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 OILC and held by OILC.

Registration

4. The 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 cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality 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 Municipality shall deem and treat registered holders of Debentures, including this 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 Municipality 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 Municipality. 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 Municipality.

Payments of Principal and Interest

6. 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 Municipality to the persons registered as holders in the registry on the relevant record date. The 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.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on August 16, 2016 and ending on (February 16, 2036) as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. 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 as appropriate.

10. 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 "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality 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.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, 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 mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. 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 the 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.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality 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; (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 particulars of the registered holder as directed by the transferor.
15. Reasonable fees 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 or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the 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.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. 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 Municipality 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 Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

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

Governing Law

19. 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.

Definitions:

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE CITY OF BARRIE

Schedule "C" to By-law Number 2016-

LOAN AMORTIZATION SCHEDULE

Loan.....: 1455
 Name.....: The Corporation of the City of Barrie
 Principal: 22,602,980.00
 Rate.....: 03.2000
 Term.....: 240
 Paid.....: Semi-annual
 Matures...: 02/16/2036

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	08/16/2016	769,414.83	407,767.15	361,647.68	22,195,212.85
2	02/16/2017	769,414.83	414,291.42	355,123.41	21,780,921.43
3	08/16/2017	769,414.83	420,920.09	348,494.74	21,360,001.34
4	02/16/2018	769,414.83	427,654.81	341,760.02	20,932,346.53
5	08/16/2018	769,414.83	434,497.29	334,917.54	20,497,849.24
6	02/16/2019	769,414.83	441,449.24	327,965.59	20,056,400.00
7	08/16/2019	769,414.83	448,512.43	320,902.40	19,607,887.57
8	02/16/2020	769,414.83	455,688.63	313,726.20	19,152,198.94
9	08/16/2020	769,414.83	462,979.65	306,435.18	18,689,219.29
10	02/16/2021	769,414.83	470,387.32	299,027.51	18,218,831.97
11	08/16/2021	769,414.83	477,913.52	291,501.31	17,740,918.45
12	02/16/2022	769,414.83	485,560.13	283,854.70	17,255,358.32
13	08/16/2022	769,414.83	493,329.10	276,085.73	16,762,029.22
14	02/16/2023	769,414.83	501,222.36	268,192.47	16,260,806.86
15	08/16/2023	769,414.83	509,241.92	260,172.91	15,751,564.94
16	02/16/2024	769,414.83	517,389.79	252,025.04	15,234,175.15
17	08/16/2024	769,414.83	525,668.03	243,746.80	14,708,507.12
18	02/16/2025	769,414.83	534,078.72	235,336.11	14,174,428.40
19	08/16/2025	769,414.83	542,623.98	226,790.85	13,631,804.42
20	02/16/2026	769,414.83	551,305.96	218,108.87	13,080,498.46
21	08/16/2026	769,414.83	560,126.85	209,287.98	12,520,371.61
22	02/16/2027	769,414.83	569,088.88	200,325.95	11,951,282.73
23	08/16/2027	769,414.83	578,194.31	191,220.52	11,373,088.42
24	02/16/2028	769,414.83	587,445.42	181,969.41	10,785,643.00
25	08/16/2028	769,414.83	596,844.54	172,570.29	10,188,798.46
26	02/16/2029	769,414.83	606,394.05	163,020.78	9,582,404.41
27	08/16/2029	769,414.83	616,096.36	153,318.47	8,966,308.05
28	02/16/2030	769,414.83	625,953.90	143,460.93	8,340,354.15
29	08/16/2030	769,414.83	635,969.16	133,445.67	7,704,384.99
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31	08/16/2031	769,414.83	656,482.98	112,931.85	6,401,757.34
32	02/16/2032	769,414.83	666,986.71	102,428.12	5,734,770.63
33	08/16/2032	769,414.83	677,658.50	91,756.33	5,057,112.13
34	02/16/2033	769,414.83	688,501.04	80,913.79	4,368,611.09
35	08/16/2033	769,414.83	699,517.05	69,897.78	3,669,094.04
36	02/16/2034	769,414.83	710,709.33	58,705.50	2,958,384.71
37	08/16/2034	769,414.83	722,080.67	47,334.16	2,236,304.04
38	02/16/2035	769,414.83	733,633.97	35,780.86	1,502,670.07
39	08/16/2035	769,414.83	745,372.11	24,042.72	757,297.96
40	02/16/2036	769,414.73	757,297.96	12,116.77	0.00
		30,776,593.10	22,602,980.00	8,173,613.10	

No. \$22,602,980.00

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF BARRIE

FULLY REGISTERED 3.20% AMORTIZING DEBENTURE

THE CORPORATION OF THE CITY OF BARRIE (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (February 16, 2036), the principal amount of

TWENTY-TWO MILLION, SIX HUNDRED TWO THOUSAND, NINE HUNDRED EIGHTY
DOLLARS
-----\$22,602,980.00-----

by equal semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th day of February in each of the years 2016 to 2036, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the 16th day of February, 2016, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.20% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of the City of Barrie as at the 16th day of February, 2016.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2016- of the Municipality duly passed on the 8th day of February, 2016 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Acting Mayor and by the Treasurer thereof.

Date of Registration: February 16, 2016

_____ (Seal) _____
Ubirajara (Peter) Silveira, Acting Mayor Craig Millar, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law Number 2016- (the "By-law") of The Corporation of the City of Barrie (the "Municipality") authorizing the issue of amortizing debentures in the principal amount of \$22,602,980.00 dated February 16, 2016 and maturing on February 16, 2036 and payable in semi-annual instalments of combined principal and interest on the 16th day of August and on the 16th day of February in each of the years 2016 to 2036, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

February 16, 2016

Barriston LLP

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking 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, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the 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 OILC and held by OILC.

Registration

4. The 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 cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality 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 Municipality shall deem and treat registered holders of Debentures, including this 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 Municipality 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 Municipality. 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 Municipality.

Payments of Principal and Interest

6. 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 Municipality to the persons registered as holders in the registry on the relevant record date. The 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.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last "non equal" instalment on the Debentures on the Payment Dates commencing on August 16, 2016 and ending on February 16, 2036 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. 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 as appropriate.

10. 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 "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality 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.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, 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 mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. 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 the 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.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality 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; (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 particulars of the registered holder as directed by the transferor.
15. Reasonable fees 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 or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the 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.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. 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 Municipality 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 Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

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

Governing Law

19. 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.

Definitions:

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

LOAN AMORTIZATION SCHEDULE

Loan.....: 1455
 Name.....: The Corporation of the City of Barrie
 Principal: 22,602,980.00
 Rate.....: 03.2000
 Term.....: 240
 Paid.....: Semi-annual
 Matures...: 02/16/2036

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	08/16/2016	769,414.83	407,767.15	361,647.68	22,195,212.85
2	02/16/2017	769,414.83	414,291.42	355,123.41	21,780,921.43
3	08/16/2017	769,414.83	420,920.09	348,494.74	21,360,001.34
4	02/16/2018	769,414.83	427,654.81	341,760.02	20,932,346.53
5	08/16/2018	769,414.83	434,497.29	334,917.54	20,497,849.24
6	02/16/2019	769,414.83	441,449.24	327,965.59	20,056,400.00
7	08/16/2019	769,414.83	448,512.43	320,902.40	19,607,887.57
8	02/16/2020	769,414.83	455,688.63	313,726.20	19,152,198.94
9	08/16/2020	769,414.83	462,979.65	306,435.18	18,689,219.29
10	02/16/2021	769,414.83	470,387.32	299,027.51	18,218,831.97
11	08/16/2021	769,414.83	477,913.52	291,501.31	17,740,918.45
12	02/16/2022	769,414.83	485,560.13	283,854.70	17,255,358.32
13	08/16/2022	769,414.83	493,329.10	276,085.73	16,762,029.22
14	02/16/2023	769,414.83	501,222.36	268,192.47	16,260,806.86
15	08/16/2023	769,414.83	509,241.92	260,172.91	15,751,564.94
16	02/16/2024	769,414.83	517,389.79	252,025.04	15,234,175.15
17	08/16/2024	769,414.83	525,668.03	243,746.80	14,708,507.12
18	02/16/2025	769,414.83	534,078.72	235,336.11	14,174,428.40
19	08/16/2025	769,414.83	542,623.98	226,790.85	13,631,804.42
20	02/16/2026	769,414.83	551,305.96	218,108.87	13,080,498.46
21	08/16/2026	769,414.83	560,126.85	209,287.98	12,520,371.61
22	02/16/2027	769,414.83	569,088.88	200,325.95	11,951,282.73
23	08/16/2027	769,414.83	578,194.31	191,220.52	11,373,088.42
24	02/16/2028	769,414.83	587,445.42	181,969.41	10,785,643.00
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38	02/16/2035	769,414.83	733,633.97	35,780.86	1,502,670.07
39	08/16/2035	769,414.83	745,372.11	24,042.72	757,297.96
40	02/16/2036	769,414.73	757,297.96	12,116.77	0.00
		30,776,593.10	22,602,980.00	8,173,613.10	

CERTIFICATE**To: Barriston LLP****And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.20% amortizing debenture of The Corporation of the City of Barrie (the "Municipality") in the principal amount of \$22,602,980.00 for the capital work(s) authorized by Debenture By-law Number 2016- (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Dawn A. McAlpine, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the 8th day of February, 2016 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Acting Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. All of the authorizing by-laws referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-laws") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-laws the same were signed by the Acting Mayor and the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works") the "Capital Work", before the Council of the Municipality exercised any of its powers in respect of the Capital Work, and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work, each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work, each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work, each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-laws nor have the same been in any way repealed, altered or amended except insofar as some of the Authorizing By-laws may have been amended by any of the Authorizing By-laws set forth in Schedule "A" and the Debenture By-law and the Authorizing By-laws are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-laws are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-laws and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.
7. None of the debentures authorized to be issued by the Authorizing By-laws have been previously issued.
8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of each Capital Work does not exceed the respective net cost of such Capital Work to the Municipality.
9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Acting Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of Amount in Currency which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.
10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-laws and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-laws and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of the City of Barrie as at the 16th day of February, 2016

[AFFIX SEAL]

Dawn A. McAlpine, Clerk

CERTIFICATE OF SIGNATURE AND NO LITIGATION**TO: Barriston LLP****And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.20% amortizing debenture of The Corporation of the City of Barrie (the "Municipality") in the principal amount of \$22,602,980.00, authorized by Debenture By-law Number 2016- (the "Debenture By-law")

I, Craig Millar, Treasurer of the Municipality, do hereby certify that on or before February 16, 2016, I as Treasurer, signed the fully registered amortizing debenture numbered in the principal amount of \$22,602,980.00 dated February 16, 2016, registered in the name of the Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before February 16, 2016, the OILC Debenture was signed by Ubirajara (Peter) Silveira, Acting Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Ubirajara (Peter) Silveira, is the duly appointed Acting Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Acting Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of the City of Barrie as at the 16th day of February, 2016.

Craig Millar, Treasurer

I, Dawn A. McAlpine, Clerk of the Municipality do hereby certify that the signature of Craig Millar, the Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Dawn A. McAlpine, Clerk

DEBENTURE TREASURER'S CERTIFICATE**To: Barriston LLP****And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.20% amortizing debenture of The Corporation of the City of Barrie (the "Municipality") in the principal amount of \$22,602,980.00, authorized by Debenture By-law Number 2016- (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Craig Millar, Treasurer of The Corporation of the City of Barrie, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized each Capital Work, and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work, each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work, each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for Year of 2015.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of each the Capital Work does not exceed the net cost of such Capital Work to the Municipality.
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, 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 Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work pursuant to the Debenture By-law and are true and correct as of the date hereof.

DATED at The Corporation of the City of Barrie as at the 16th day of February, 2016

[AFFIX SEAL]

Craig Millar, Treasurer