

The Corporation of the Municipality of Brockton



By-Law 2024-103

Being a By-Law to Authorize the Corporation of the Municipality of Brockton to Authorize the Borrowing Upon Amortizing Debentures Towards the Cost of the East Ridge Business Park Phase 2 Construction and the Yonge Street Rehabilitation

Whereas the *Municipal Act, 2001, S.O. 2001, c.25*, as amended (the "Act"), provides that a municipal power shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise;

And 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 Municipality of Brockton (the "Municipality") has passed the By-law(s) enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule "A" (the "Capital Work(s)"), and authorizing the entering into of a Financing Agreement dated as of May 17, 2021 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") for the East Ridge Business Park Phase 2 Construction;

And Whereas the Council of The Corporation of The Municipality of Brockton (the "Municipality") has passed the By-law(s) enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule "A" (the "Capital Work(s)"), and authorizing the entering into of a Financing Agreement dated as of March 14, 2023 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") for the Yonge Street Rehabilitation;

And Whereas the Municipality has entered into the Financing Agreement for the provision of temporary and long-term borrowing from OILC in respect of the Capital Work(s) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule "A";

And Whereas before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) 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(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Ontario Land Tribunal 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(s) (the “Application”) and the Application has been approved;

And Whereas to provide long-term financing for the Capital Work(s) (ERBP Phase 2 Construction) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$2,714,986.71 dated December 16, 2024 and maturing on December 16, 2054, and payable in monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, both inclusive on the terms hereinafter set forth;

And Whereas to provide long-term financing for the Capital Work(s) (Yonge Street Rehabilitation) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$581,600.67 dated December 16, 2024 and maturing on December 16, 2054, and payable in monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, both inclusive on the terms hereinafter set forth;

Now Therefore the Council of the Corporation of the Municipality of Brockton Enacts as Follows:

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s) (ERBP Phase 2 Construction), the borrowing upon the credit of the Municipality at large of the principal amount of \$2,714,986.71 and the issue of amortizing debentures therefor to be repaid in monthly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The 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(s) (ERBP Phase 2 Construction) in definitive form, not exceeding in total the said aggregate principal amount of \$2,714,986.71 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of 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. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$2,714,986.71, 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. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s) (Yonge Street Rehabilitation), the borrowing upon the credit of the Municipality at large of the principal amount of \$581,600.67 and the issue of amortizing debentures therefor to be repaid in monthly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
5. The 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(s) (Yonge Street Rehabilitation) in definitive form, not exceeding in total the said aggregate principal amount of \$581,600.67 (the

“**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of 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.

6. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$581,600.67, 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.
7. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, 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 any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
8. The Debentures shall all be dated December 16, 2024, 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 4.51% per annum and mature during a period of 30 years from the date thereof payable monthly in arrears as described in this section. The Debentures shall be paid in full by December 16, 2054 and be payable in equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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”).
9. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality 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.
10. 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 monthly 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 the Debentures: 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 those Reference Banks.

11. In each year in which a payment of equal monthly instalments of combined principal and interest becomes due in respect of the Capital Work(s) 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.
12. 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.
13. 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.
14. 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. When 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.
15. 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 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 transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
16. The 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.
17. 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.

18. 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.
19. Reasonable fees in respect of the Debentures, in the normal course of business, other than 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.
20. 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 in accordance with the provisions of the Financing Agreement.
21. The 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.
22. 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 Work(s) and to no other purpose except as permitted by the Act.
23. 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.
24. This By-law takes effect on the day of passing.
25. This By-Law may be cited as the "OILC Borrowing Upon Amortizing Debentures Towards Cost of ERBP Phase 2 and Yonge Street Rehabilitation Agreement By-Law".

Read, Enacted, Signed and Sealed this 10th day of December, 2024.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

Schedule "A" to By-Law Number 2024-103

(1)	(2)	(3)	(4)	(5)	(6)
By-Law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2021-039	ERBP Phase 2 Construction	\$5,941,300.00	\$0.00	\$2,714,986.71	30 years
2023-017	Yonge Street Rehabilitation	\$2,286,897.00	\$1,705,296.33	\$581,600.67	30 years

The Corporation of The Municipality of Brockton

Schedule “B” to By-law Number 2024-103

No. 2024-103

\$2,714,986.71

C A N A D A
Province of Ontario
The Corporation of The Municipality of Brockton

FULLY REGISTERED 4.51% AMORTIZING DEBENTURE

The Corporation of The Municipality of Brockton (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 (December 16, 2054), the principal amount of

TWO MILLION SEVEN HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND SEVENTY ONE CENTS

----- (\$2,714,986.71) -----

by equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 monthly payments from the closing date (December 16, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and 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 any unpaid indebtedness under 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 Municipality of Brockton as at the 16th day of December, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-103 of the Municipality duly passed on the 10th day of December, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2024

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

Chris Peabody, Mayor

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

(Seal) _____

Patricia Serratore, 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 of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$2,714,986.71 dated December 16, 2024 and maturing on December 16, 2054 payable in equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 Land Tribunal 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.

December 16, 2024

Miller Thomson LLP [no signature required]

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 monthly instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the 16th day of January and the 16th day of each month thereafter, commencing on January 16, 2025 and ending on December 16, 2054 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 monthly 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, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality 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 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 transferor, 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 or rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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 Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following 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 those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming monthly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Schedule "C" to By-law Number 2024-103

Loan.....: 3003
 Name.....: Brockton, The Corporation of The Municipality of
 Principal: 2,714,986.71
 Rate.....: 04.5100
 Term.....: 360
 Compound.: Month
 Matures..: 12/16/2054

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/16/2025	13,772.58	3,568.76	10,203.82	2,711,417.95
2	02/16/2025	13,772.58	3,582.17	10,190.41	2,707,835.78
3	03/16/2025	13,772.58	3,595.63	10,176.95	2,704,240.15
4	04/16/2025	13,772.58	3,609.14	10,163.44	2,700,631.01
5	05/16/2025	13,772.58	3,622.71	10,149.87	2,697,008.30
6	06/16/2025	13,772.58	3,636.32	10,136.26	2,693,371.98
7	07/16/2025	13,772.58	3,649.99	10,122.59	2,689,721.99
8	08/16/2025	13,772.58	3,663.71	10,108.87	2,686,058.28
9	09/16/2025	13,772.58	3,677.48	10,095.10	2,682,380.80
10	10/16/2025	13,772.58	3,691.30	10,081.28	2,678,689.50
11	11/16/2025	13,772.58	3,705.17	10,067.41	2,674,984.33
12	12/16/2025	13,772.58	3,719.10	10,053.48	2,671,265.23
13	01/16/2026	13,772.58	3,733.07	10,039.51	2,667,532.16
14	02/16/2026	13,772.58	3,747.11	10,025.47	2,663,785.05
15	03/16/2026	13,772.58	3,761.19	10,011.39	2,660,023.86
16	04/16/2026	13,772.58	3,775.32	9,997.26	2,656,248.54
17	05/16/2026	13,772.58	3,789.51	9,983.07	2,652,459.03
18	06/16/2026	13,772.58	3,803.75	9,968.83	2,648,655.28
19	07/16/2026	13,772.58	3,818.05	9,954.53	2,644,837.23
20	08/16/2026	13,772.58	3,832.40	9,940.18	2,641,004.83
21	09/16/2026	13,772.58	3,846.80	9,925.78	2,637,158.03
22	10/16/2026	13,772.58	3,861.26	9,911.32	2,633,296.77
23	11/16/2026	13,772.58	3,875.77	9,896.81	2,629,421.00
24	12/16/2026	13,772.58	3,890.34	9,882.24	2,625,530.66
25	01/16/2027	13,772.58	3,904.96	9,867.62	2,621,625.70
26	02/16/2027	13,772.58	3,919.64	9,852.94	2,617,706.06
27	03/16/2027	13,772.58	3,934.37	9,838.21	2,613,771.69
28	04/16/2027	13,772.58	3,949.15	9,823.43	2,609,822.54
29	05/16/2027	13,772.58	3,964.00	9,808.58	2,605,858.54
30	06/16/2027	13,772.58	3,978.90	9,793.68	2,601,879.64
31	07/16/2027	13,772.58	3,993.85	9,778.73	2,597,885.79

32 08/16/2027	13,772.58	4,008.86	9,763.72	2,593,876.93
33 09/16/2027	13,772.58	4,023.93	9,748.65	2,589,853.00
34 10/16/2027	13,772.58	4,039.05	9,733.53	2,585,813.95
35 11/16/2027	13,772.58	4,054.23	9,718.35	2,581,759.72
36 12/16/2027	13,772.58	4,069.47	9,703.11	2,577,690.25
37 01/16/2028	13,772.58	4,084.76	9,687.82	2,573,605.49
38 02/16/2028	13,772.58	4,100.11	9,672.47	2,569,505.38
39 03/16/2028	13,772.58	4,115.52	9,657.06	2,565,389.86
40 04/16/2028	13,772.58	4,130.99	9,641.59	2,561,258.87
41 05/16/2028	13,772.58	4,146.52	9,626.06	2,557,112.35
42 06/16/2028	13,772.58	4,162.10	9,610.48	2,552,950.25
43 07/16/2028	13,772.58	4,177.74	9,594.84	2,548,772.51
44 08/16/2028	13,772.58	4,193.44	9,579.14	2,544,579.07
45 09/16/2028	13,772.58	4,209.20	9,563.38	2,540,369.87
46 10/16/2028	13,772.58	4,225.02	9,547.56	2,536,144.85
47 11/16/2028	13,772.58	4,240.90	9,531.68	2,531,903.95
48 12/16/2028	13,772.58	4,256.84	9,515.74	2,527,647.11
49 01/16/2029	13,772.58	4,272.84	9,499.74	2,523,374.27
50 02/16/2029	13,772.58	4,288.90	9,483.68	2,519,085.37
51 03/16/2029	13,772.58	4,305.02	9,467.56	2,514,780.35
52 04/16/2029	13,772.58	4,321.20	9,451.38	2,510,459.15
53 05/16/2029	13,772.58	4,337.44	9,435.14	2,506,121.71
54 06/16/2029	13,772.58	4,353.74	9,418.84	2,501,767.97
55 07/16/2029	13,772.58	4,370.10	9,402.48	2,497,397.87
56 08/16/2029	13,772.58	4,386.53	9,386.05	2,493,011.34
57 09/16/2029	13,772.58	4,403.01	9,369.57	2,488,608.33
58 10/16/2029	13,772.58	4,419.56	9,353.02	2,484,188.77
59 11/16/2029	13,772.58	4,436.17	9,336.41	2,479,752.60
60 12/16/2029	13,772.58	4,452.84	9,319.74	2,475,299.76
61 01/16/2030	13,772.58	4,469.58	9,303.00	2,470,830.18
62 02/16/2030	13,772.58	4,486.38	9,286.20	2,466,343.80
63 03/16/2030	13,772.58	4,503.24	9,269.34	2,461,840.56
64 04/16/2030	13,772.58	4,520.16	9,252.42	2,457,320.40
65 05/16/2030	13,772.58	4,537.15	9,235.43	2,452,783.25
66 06/16/2030	13,772.58	4,554.20	9,218.38	2,448,229.05
67 07/16/2030	13,772.58	4,571.32	9,201.26	2,443,657.73
68 08/16/2030	13,772.58	4,588.50	9,184.08	2,439,069.23
69 09/16/2030	13,772.58	4,605.74	9,166.84	2,434,463.49
70 10/16/2030	13,772.58	4,623.05	9,149.53	2,429,840.44
71 11/16/2030	13,772.58	4,640.43	9,132.15	2,425,200.01
72 12/16/2030	13,772.58	4,657.87	9,114.71	2,420,542.14
73 01/16/2031	13,772.58	4,675.38	9,097.20	2,415,866.76
74 02/16/2031	13,772.58	4,692.95	9,079.63	2,411,173.81
75 03/16/2031	13,772.58	4,710.59	9,061.99	2,406,463.22
76 04/16/2031	13,772.58	4,728.29	9,044.29	2,401,734.93
77 05/16/2031	13,772.58	4,746.06	9,026.52	2,396,988.87

78	06/16/2031	13,772.58	4,763.90	9,008.68	2,392,224.97
79	07/16/2031	13,772.58	4,781.80	8,990.78	2,387,443.17
80	08/16/2031	13,772.58	4,799.77	8,972.81	2,382,643.40
81	09/16/2031	13,772.58	4,817.81	8,954.77	2,377,825.59
82	10/16/2031	13,772.58	4,835.92	8,936.66	2,372,989.67
83	11/16/2031	13,772.58	4,854.09	8,918.49	2,368,135.58
84	12/16/2031	13,772.58	4,872.34	8,900.24	2,363,263.24
85	01/16/2032	13,772.58	4,890.65	8,881.93	2,358,372.59
86	02/16/2032	13,772.58	4,909.03	8,863.55	2,353,463.56
87	03/16/2032	13,772.58	4,927.48	8,845.10	2,348,536.08
88	04/16/2032	13,772.58	4,946.00	8,826.58	2,343,590.08
89	05/16/2032	13,772.58	4,964.59	8,807.99	2,338,625.49
90	06/16/2032	13,772.58	4,983.25	8,789.33	2,333,642.24
91	07/16/2032	13,772.58	5,001.97	8,770.61	2,328,640.27
92	08/16/2032	13,772.58	5,020.77	8,751.81	2,323,619.50
93	09/16/2032	13,772.58	5,039.64	8,732.94	2,318,579.86
94	10/16/2032	13,772.58	5,058.58	8,714.00	2,313,521.28
95	11/16/2032	13,772.58	5,077.60	8,694.98	2,308,443.68
96	12/16/2032	13,772.58	5,096.68	8,675.90	2,303,347.00
97	01/16/2033	13,772.58	5,115.83	8,656.75	2,298,231.17
98	02/16/2033	13,772.58	5,135.06	8,637.52	2,293,096.11
99	03/16/2033	13,772.58	5,154.36	8,618.22	2,287,941.75
100	04/16/2033	13,772.58	5,173.73	8,598.85	2,282,768.02
101	05/16/2033	13,772.58	5,193.18	8,579.40	2,277,574.84
102	06/16/2033	13,772.58	5,212.69	8,559.89	2,272,362.15
103	07/16/2033	13,772.58	5,232.29	8,540.29	2,267,129.86
104	08/16/2033	13,772.58	5,251.95	8,520.63	2,261,877.91
105	09/16/2033	13,772.58	5,271.69	8,500.89	2,256,606.22
106	10/16/2033	13,772.58	5,291.50	8,481.08	2,251,314.72
107	11/16/2033	13,772.58	5,311.39	8,461.19	2,246,003.33
108	12/16/2033	13,772.58	5,331.35	8,441.23	2,240,671.98
109	01/16/2034	13,772.58	5,351.39	8,421.19	2,235,320.59
110	02/16/2034	13,772.58	5,371.50	8,401.08	2,229,949.09
111	03/16/2034	13,772.58	5,391.69	8,380.89	2,224,557.40
112	04/16/2034	13,772.58	5,411.95	8,360.63	2,219,145.45
113	05/16/2034	13,772.58	5,432.29	8,340.29	2,213,713.16
114	06/16/2034	13,772.58	5,452.71	8,319.87	2,208,260.45
115	07/16/2034	13,772.58	5,473.20	8,299.38	2,202,787.25
116	08/16/2034	13,772.58	5,493.77	8,278.81	2,197,293.48
117	09/16/2034	13,772.58	5,514.42	8,258.16	2,191,779.06
118	10/16/2034	13,772.58	5,535.14	8,237.44	2,186,243.92
119	11/16/2034	13,772.58	5,555.95	8,216.63	2,180,687.97
120	12/16/2034	13,772.58	5,576.83	8,195.75	2,175,111.14
121	01/16/2035	13,772.58	5,597.79	8,174.79	2,169,513.35
122	02/16/2035	13,772.58	5,618.83	8,153.75	2,163,894.52
123	03/16/2035	13,772.58	5,639.94	8,132.64	2,158,254.58

124	04/16/2035	13,772.58	5,661.14	8,111.44	2,152,593.44
125	05/16/2035	13,772.58	5,682.42	8,090.16	2,146,911.02
126	06/16/2035	13,772.58	5,703.77	8,068.81	2,141,207.25
127	07/16/2035	13,772.58	5,725.21	8,047.37	2,135,482.04
128	08/16/2035	13,772.58	5,746.73	8,025.85	2,129,735.31
129	09/16/2035	13,772.58	5,768.32	8,004.26	2,123,966.99
130	10/16/2035	13,772.58	5,790.00	7,982.58	2,118,176.99
131	11/16/2035	13,772.58	5,811.76	7,960.82	2,112,365.23
132	12/16/2035	13,772.58	5,833.61	7,938.97	2,106,531.62
133	01/16/2036	13,772.58	5,855.53	7,917.05	2,100,676.09
134	02/16/2036	13,772.58	5,877.54	7,895.04	2,094,798.55
135	03/16/2036	13,772.58	5,899.63	7,872.95	2,088,898.92
136	04/16/2036	13,772.58	5,921.80	7,850.78	2,082,977.12
137	05/16/2036	13,772.58	5,944.06	7,828.52	2,077,033.06
138	06/16/2036	13,772.58	5,966.40	7,806.18	2,071,066.66
139	07/16/2036	13,772.58	5,988.82	7,783.76	2,065,077.84
140	08/16/2036	13,772.58	6,011.33	7,761.25	2,059,066.51
141	09/16/2036	13,772.58	6,033.92	7,738.66	2,053,032.59
142	10/16/2036	13,772.58	6,056.60	7,715.98	2,046,975.99
143	11/16/2036	13,772.58	6,079.36	7,693.22	2,040,896.63
144	12/16/2036	13,772.58	6,102.21	7,670.37	2,034,794.42
145	01/16/2037	13,772.58	6,125.14	7,647.44	2,028,669.28
146	02/16/2037	13,772.58	6,148.16	7,624.42	2,022,521.12
147	03/16/2037	13,772.58	6,171.27	7,601.31	2,016,349.85
148	04/16/2037	13,772.58	6,194.47	7,578.11	2,010,155.38
149	05/16/2037	13,772.58	6,217.75	7,554.83	2,003,937.63
150	06/16/2037	13,772.58	6,241.11	7,531.47	1,997,696.52
151	07/16/2037	13,772.58	6,264.57	7,508.01	1,991,431.95
152	08/16/2037	13,772.58	6,288.11	7,484.47	1,985,143.84
153	09/16/2037	13,772.58	6,311.75	7,460.83	1,978,832.09
154	10/16/2037	13,772.58	6,335.47	7,437.11	1,972,496.62
155	11/16/2037	13,772.58	6,359.28	7,413.30	1,966,137.34
156	12/16/2037	13,772.58	6,383.18	7,389.40	1,959,754.16
157	01/16/2038	13,772.58	6,407.17	7,365.41	1,953,346.99
158	02/16/2038	13,772.58	6,431.25	7,341.33	1,946,915.74
159	03/16/2038	13,772.58	6,455.42	7,317.16	1,940,460.32
160	04/16/2038	13,772.58	6,479.68	7,292.90	1,933,980.64
161	05/16/2038	13,772.58	6,504.04	7,268.54	1,927,476.60
162	06/16/2038	13,772.58	6,528.48	7,244.10	1,920,948.12
163	07/16/2038	13,772.58	6,553.02	7,219.56	1,914,395.10
164	08/16/2038	13,772.58	6,577.65	7,194.93	1,907,817.45
165	09/16/2038	13,772.58	6,602.37	7,170.21	1,901,215.08
166	10/16/2038	13,772.58	6,627.18	7,145.40	1,894,587.90
167	11/16/2038	13,772.58	6,652.09	7,120.49	1,887,935.81
168	12/16/2038	13,772.58	6,677.09	7,095.49	1,881,258.72
169	01/16/2039	13,772.58	6,702.18	7,070.40	1,874,556.54

170	02/16/2039	13,772.58	6,727.37	7,045.21	1,867,829.17
171	03/16/2039	13,772.58	6,752.66	7,019.92	1,861,076.51
172	04/16/2039	13,772.58	6,778.03	6,994.55	1,854,298.48
173	05/16/2039	13,772.58	6,803.51	6,969.07	1,847,494.97
174	06/16/2039	13,772.58	6,829.08	6,943.50	1,840,665.89
175	07/16/2039	13,772.58	6,854.74	6,917.84	1,833,811.15
176	08/16/2039	13,772.58	6,880.51	6,892.07	1,826,930.64
177	09/16/2039	13,772.58	6,906.37	6,866.21	1,820,024.27
178	10/16/2039	13,772.58	6,932.32	6,840.26	1,813,091.95
179	11/16/2039	13,772.58	6,958.38	6,814.20	1,806,133.57
180	12/16/2039	13,772.58	6,984.53	6,788.05	1,799,149.04
181	01/16/2040	13,772.58	7,010.78	6,761.80	1,792,138.26
182	02/16/2040	13,772.58	7,037.13	6,735.45	1,785,101.13
183	03/16/2040	13,772.58	7,063.57	6,709.01	1,778,037.56
184	04/16/2040	13,772.58	7,090.12	6,682.46	1,770,947.44
185	05/16/2040	13,772.58	7,116.77	6,655.81	1,763,830.67
186	06/16/2040	13,772.58	7,143.52	6,629.06	1,756,687.15
187	07/16/2040	13,772.58	7,170.36	6,602.22	1,749,516.79
188	08/16/2040	13,772.58	7,197.31	6,575.27	1,742,319.48
189	09/16/2040	13,772.58	7,224.36	6,548.22	1,735,095.12
190	10/16/2040	13,772.58	7,251.51	6,521.07	1,727,843.61
191	11/16/2040	13,772.58	7,278.77	6,493.81	1,720,564.84
192	12/16/2040	13,772.58	7,306.12	6,466.46	1,713,258.72
193	01/16/2041	13,772.58	7,333.58	6,439.00	1,705,925.14
194	02/16/2041	13,772.58	7,361.14	6,411.44	1,698,564.00
195	03/16/2041	13,772.58	7,388.81	6,383.77	1,691,175.19
196	04/16/2041	13,772.58	7,416.58	6,356.00	1,683,758.61
197	05/16/2041	13,772.58	7,444.45	6,328.13	1,676,314.16
198	06/16/2041	13,772.58	7,472.43	6,300.15	1,668,841.73
199	07/16/2041	13,772.58	7,500.52	6,272.06	1,661,341.21
200	08/16/2041	13,772.58	7,528.71	6,243.87	1,653,812.50
201	09/16/2041	13,772.58	7,557.00	6,215.58	1,646,255.50
202	10/16/2041	13,772.58	7,585.40	6,187.18	1,638,670.10
203	11/16/2041	13,772.58	7,613.91	6,158.67	1,631,056.19
204	12/16/2041	13,772.58	7,642.53	6,130.05	1,623,413.66
205	01/16/2042	13,772.58	7,671.25	6,101.33	1,615,742.41
206	02/16/2042	13,772.58	7,700.08	6,072.50	1,608,042.33
207	03/16/2042	13,772.58	7,729.02	6,043.56	1,600,313.31
208	04/16/2042	13,772.58	7,758.07	6,014.51	1,592,555.24
209	05/16/2042	13,772.58	7,787.23	5,985.35	1,584,768.01
210	06/16/2042	13,772.58	7,816.49	5,956.09	1,576,951.52
211	07/16/2042	13,772.58	7,845.87	5,926.71	1,569,105.65
212	08/16/2042	13,772.58	7,875.36	5,897.22	1,561,230.29
213	09/16/2042	13,772.58	7,904.96	5,867.62	1,553,325.33
214	10/16/2042	13,772.58	7,934.67	5,837.91	1,545,390.66
215	11/16/2042	13,772.58	7,964.49	5,808.09	1,537,426.17

216	12/16/2042	13,772.58	7,994.42	5,778.16	1,529,431.75
217	01/16/2043	13,772.58	8,024.47	5,748.11	1,521,407.28
218	02/16/2043	13,772.58	8,054.62	5,717.96	1,513,352.66
219	03/16/2043	13,772.58	8,084.90	5,687.68	1,505,267.76
220	04/16/2043	13,772.58	8,115.28	5,657.30	1,497,152.48
221	05/16/2043	13,772.58	8,145.78	5,626.80	1,489,006.70
222	06/16/2043	13,772.58	8,176.40	5,596.18	1,480,830.30
223	07/16/2043	13,772.58	8,207.13	5,565.45	1,472,623.17
224	08/16/2043	13,772.58	8,237.97	5,534.61	1,464,385.20
225	09/16/2043	13,772.58	8,268.93	5,503.65	1,456,116.27
226	10/16/2043	13,772.58	8,300.01	5,472.57	1,447,816.26
227	11/16/2043	13,772.58	8,331.20	5,441.38	1,439,485.06
228	12/16/2043	13,772.58	8,362.52	5,410.06	1,431,122.54
229	01/16/2044	13,772.58	8,393.94	5,378.64	1,422,728.60
230	02/16/2044	13,772.58	8,425.49	5,347.09	1,414,303.11
231	03/16/2044	13,772.58	8,457.16	5,315.42	1,405,845.95
232	04/16/2044	13,772.58	8,488.94	5,283.64	1,397,357.01
233	05/16/2044	13,772.58	8,520.85	5,251.73	1,388,836.16
234	06/16/2044	13,772.58	8,552.87	5,219.71	1,380,283.29
235	07/16/2044	13,772.58	8,585.02	5,187.56	1,371,698.27
236	08/16/2044	13,772.58	8,617.28	5,155.30	1,363,080.99
237	09/16/2044	13,772.58	8,649.67	5,122.91	1,354,431.32
238	10/16/2044	13,772.58	8,682.18	5,090.40	1,345,749.14
239	11/16/2044	13,772.58	8,714.81	5,057.77	1,337,034.33
240	12/16/2044	13,772.58	8,747.56	5,025.02	1,328,286.77
241	01/16/2045	13,772.58	8,780.44	4,992.14	1,319,506.33
242	02/16/2045	13,772.58	8,813.44	4,959.14	1,310,692.89
243	03/16/2045	13,772.58	8,846.56	4,926.02	1,301,846.33
244	04/16/2045	13,772.58	8,879.81	4,892.77	1,292,966.52
245	05/16/2045	13,772.58	8,913.18	4,859.40	1,284,053.34
246	06/16/2045	13,772.58	8,946.68	4,825.90	1,275,106.66
247	07/16/2045	13,772.58	8,980.30	4,792.28	1,266,126.36
248	08/16/2045	13,772.58	9,014.06	4,758.52	1,257,112.30
249	09/16/2045	13,772.58	9,047.93	4,724.65	1,248,064.37
250	10/16/2045	13,772.58	9,081.94	4,690.64	1,238,982.43
251	11/16/2045	13,772.58	9,116.07	4,656.51	1,229,866.36
252	12/16/2045	13,772.58	9,150.33	4,622.25	1,220,716.03
253	01/16/2046	13,772.58	9,184.72	4,587.86	1,211,531.31
254	02/16/2046	13,772.58	9,219.24	4,553.34	1,202,312.07
255	03/16/2046	13,772.58	9,253.89	4,518.69	1,193,058.18
256	04/16/2046	13,772.58	9,288.67	4,483.91	1,183,769.51
257	05/16/2046	13,772.58	9,323.58	4,449.00	1,174,445.93
258	06/16/2046	13,772.58	9,358.62	4,413.96	1,165,087.31
259	07/16/2046	13,772.58	9,393.79	4,378.79	1,155,693.52
260	08/16/2046	13,772.58	9,429.10	4,343.48	1,146,264.42
261	09/16/2046	13,772.58	9,464.54	4,308.04	1,136,799.88

262	10/16/2046	13,772.58	9,500.11	4,272.47	1,127,299.77
263	11/16/2046	13,772.58	9,535.81	4,236.77	1,117,763.96
264	12/16/2046	13,772.58	9,571.65	4,200.93	1,108,192.31
265	01/16/2047	13,772.58	9,607.62	4,164.96	1,098,584.69
266	02/16/2047	13,772.58	9,643.73	4,128.85	1,088,940.96
267	03/16/2047	13,772.58	9,679.98	4,092.60	1,079,260.98
268	04/16/2047	13,772.58	9,716.36	4,056.22	1,069,544.62
269	05/16/2047	13,772.58	9,752.87	4,019.71	1,059,791.75
270	06/16/2047	13,772.58	9,789.53	3,983.05	1,050,002.22
271	07/16/2047	13,772.58	9,826.32	3,946.26	1,040,175.90
272	08/16/2047	13,772.58	9,863.25	3,909.33	1,030,312.65
273	09/16/2047	13,772.58	9,900.32	3,872.26	1,020,412.33
274	10/16/2047	13,772.58	9,937.53	3,835.05	1,010,474.80
275	11/16/2047	13,772.58	9,974.88	3,797.70	1,000,499.92
276	12/16/2047	13,772.58	10,012.37	3,760.21	990,487.55
277	01/16/2048	13,772.58	10,050.00	3,722.58	980,437.55
278	02/16/2048	13,772.58	10,087.77	3,684.81	970,349.78
279	03/16/2048	13,772.58	10,125.68	3,646.90	960,224.10
280	04/16/2048	13,772.58	10,163.74	3,608.84	950,060.36
281	05/16/2048	13,772.58	10,201.94	3,570.64	939,858.42
282	06/16/2048	13,772.58	10,240.28	3,532.30	929,618.14
283	07/16/2048	13,772.58	10,278.77	3,493.81	919,339.37
284	08/16/2048	13,772.58	10,317.40	3,455.18	909,021.97
285	09/16/2048	13,772.58	10,356.17	3,416.41	898,665.80
286	10/16/2048	13,772.58	10,395.09	3,377.49	888,270.71
287	11/16/2048	13,772.58	10,434.16	3,338.42	877,836.55
288	12/16/2048	13,772.58	10,473.38	3,299.20	867,363.17
289	01/16/2049	13,772.58	10,512.74	3,259.84	856,850.43
290	02/16/2049	13,772.58	10,552.25	3,220.33	846,298.18
291	03/16/2049	13,772.58	10,591.91	3,180.67	835,706.27
292	04/16/2049	13,772.58	10,631.72	3,140.86	825,074.55
293	05/16/2049	13,772.58	10,671.67	3,100.91	814,402.88
294	06/16/2049	13,772.58	10,711.78	3,060.80	803,691.10
295	07/16/2049	13,772.58	10,752.04	3,020.54	792,939.06
296	08/16/2049	13,772.58	10,792.45	2,980.13	782,146.61
297	09/16/2049	13,772.58	10,833.01	2,939.57	771,313.60
298	10/16/2049	13,772.58	10,873.73	2,898.85	760,439.87
299	11/16/2049	13,772.58	10,914.59	2,857.99	749,525.28
300	12/16/2049	13,772.58	10,955.61	2,816.97	738,569.67
301	01/16/2050	13,772.58	10,996.79	2,775.79	727,572.88
302	02/16/2050	13,772.58	11,038.12	2,734.46	716,534.76
303	03/16/2050	13,772.58	11,079.60	2,692.98	705,455.16
304	04/16/2050	13,772.58	11,121.24	2,651.34	694,333.92
305	05/16/2050	13,772.58	11,163.04	2,609.54	683,170.88
306	06/16/2050	13,772.58	11,205.00	2,567.58	671,965.88
307	07/16/2050	13,772.58	11,247.11	2,525.47	660,718.77

308	08/16/2050	13,772.58	11,289.38	2,483.20	649,429.39
309	09/16/2050	13,772.58	11,331.81	2,440.77	638,097.58
310	10/16/2050	13,772.58	11,374.40	2,398.18	626,723.18
311	11/16/2050	13,772.58	11,417.15	2,355.43	615,306.03
312	12/16/2050	13,772.58	11,460.05	2,312.53	603,845.98
313	01/16/2051	13,772.58	11,503.13	2,269.45	592,342.85
314	02/16/2051	13,772.58	11,546.36	2,226.22	580,796.49
315	03/16/2051	13,772.58	11,589.75	2,182.83	569,206.74
316	04/16/2051	13,772.58	11,633.31	2,139.27	557,573.43
317	05/16/2051	13,772.58	11,677.03	2,095.55	545,896.40
318	06/16/2051	13,772.58	11,720.92	2,051.66	534,175.48
319	07/16/2051	13,772.58	11,764.97	2,007.61	522,410.51
320	08/16/2051	13,772.58	11,809.19	1,963.39	510,601.32
321	09/16/2051	13,772.58	11,853.57	1,919.01	498,747.75
322	10/16/2051	13,772.58	11,898.12	1,874.46	486,849.63
323	11/16/2051	13,772.58	11,942.84	1,829.74	474,906.79
324	12/16/2051	13,772.58	11,987.72	1,784.86	462,919.07
325	01/16/2052	13,772.58	12,032.78	1,739.80	450,886.29
326	02/16/2052	13,772.58	12,078.00	1,694.58	438,808.29
327	03/16/2052	13,772.58	12,123.39	1,649.19	426,684.90
328	04/16/2052	13,772.58	12,168.96	1,603.62	414,515.94
329	05/16/2052	13,772.58	12,214.69	1,557.89	402,301.25
330	06/16/2052	13,772.58	12,260.60	1,511.98	390,040.65
331	07/16/2052	13,772.58	12,306.68	1,465.90	377,733.97
332	08/16/2052	13,772.58	12,352.93	1,419.65	365,381.04
333	09/16/2052	13,772.58	12,399.36	1,373.22	352,981.68
334	10/16/2052	13,772.58	12,445.96	1,326.62	340,535.72
335	11/16/2052	13,772.58	12,492.73	1,279.85	328,042.99
336	12/16/2052	13,772.58	12,539.69	1,232.89	315,503.30
337	01/16/2053	13,772.58	12,586.81	1,185.77	302,916.49
338	02/16/2053	13,772.58	12,634.12	1,138.46	290,282.37
339	03/16/2053	13,772.58	12,681.60	1,090.98	277,600.77
340	04/16/2053	13,772.58	12,729.26	1,043.32	264,871.51
341	05/16/2053	13,772.58	12,777.10	995.48	252,094.41
342	06/16/2053	13,772.58	12,825.13	947.45	239,269.28
343	07/16/2053	13,772.58	12,873.33	899.25	226,395.95
344	08/16/2053	13,772.58	12,921.71	850.87	213,474.24
345	09/16/2053	13,772.58	12,970.27	802.31	200,503.97
346	10/16/2053	13,772.58	13,019.02	753.56	187,484.95
347	11/16/2053	13,772.58	13,067.95	704.63	174,417.00
348	12/16/2053	13,772.58	13,117.06	655.52	161,299.94
349	01/16/2054	13,772.58	13,166.36	606.22	148,133.58
350	02/16/2054	13,772.58	13,215.84	556.74	134,917.74
351	03/16/2054	13,772.58	13,265.51	507.07	121,652.23
352	04/16/2054	13,772.58	13,315.37	457.21	108,336.86
353	05/16/2054	13,772.58	13,365.41	407.17	94,971.45

354	06/16/2054	13,772.58	13,415.65	356.93	81,555.80
355	07/16/2054	13,772.58	13,466.07	306.51	68,089.73
356	08/16/2054	13,772.58	13,516.68	255.90	54,573.05
357	09/16/2054	13,772.58	13,567.48	205.10	41,005.57
358	10/16/2054	13,772.58	13,618.47	154.11	27,387.10
359	11/16/2054	13,772.58	13,669.65	102.93	13,717.45
360	12/16/2054	13,769.00	13,717.45	51.55	0.00

4,958,125.22 2,714,986.71 2,243,138.51

The Corporation of The Municipality of Brockton

No. 2024-103

\$2,714,986.71

C A N A D A
Province of Ontario
The Corporation of The Municipality of Brockton

FULLY REGISTERED 4.51% AMORTIZING DEBENTURE

The Corporation of The Municipality of Brockton (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 (December 16, 2054), the principal amount of

TWO MILLION SEVEN HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND SEVENTY ONE CENTS

----- (\$2,714,986.71) -----

by equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 monthly payments from the closing date (16th day of December, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and 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 any unpaid indebtedness under 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 Municipality of Brockton as at the 16th day of December, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-103 of the Municipality duly passed on the 10th day of December, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2024

Chris Peabody, Mayor

(Seal) _____

Patricia Serratore, 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 of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$2,714,986.71 dated December 16, 2024 and maturing on December 16, 2054 payable in equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 Land Tribunal 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.

December 16, 2024

Miller Thomson LLP [no signature required]

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 monthly instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the 16th day of January and the 16th day of each month thereafter, commencing on January 16, 2025 and ending on December 16, 2054 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 monthly 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, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality 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 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 transferor, 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 or rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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 Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following 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 those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming monthly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 3003
 Name.....: Brockton, The Corporation of The Municipality of
 Principal: 2,714,986.71
 Rate.....: 04.5100
 Term.....: 360
 Compound.: Month
 Matures..: 12/16/2054

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/16/2025	13,772.58	3,568.76	10,203.82	2,711,417.95
2	02/16/2025	13,772.58	3,582.17	10,190.41	2,707,835.78
3	03/16/2025	13,772.58	3,595.63	10,176.95	2,704,240.15
4	04/16/2025	13,772.58	3,609.14	10,163.44	2,700,631.01
5	05/16/2025	13,772.58	3,622.71	10,149.87	2,697,008.30
6	06/16/2025	13,772.58	3,636.32	10,136.26	2,693,371.98
7	07/16/2025	13,772.58	3,649.99	10,122.59	2,689,721.99
8	08/16/2025	13,772.58	3,663.71	10,108.87	2,686,058.28
9	09/16/2025	13,772.58	3,677.48	10,095.10	2,682,380.80
10	10/16/2025	13,772.58	3,691.30	10,081.28	2,678,689.50
11	11/16/2025	13,772.58	3,705.17	10,067.41	2,674,984.33
12	12/16/2025	13,772.58	3,719.10	10,053.48	2,671,265.23
13	01/16/2026	13,772.58	3,733.07	10,039.51	2,667,532.16
14	02/16/2026	13,772.58	3,747.11	10,025.47	2,663,785.05
15	03/16/2026	13,772.58	3,761.19	10,011.39	2,660,023.86
16	04/16/2026	13,772.58	3,775.32	9,997.26	2,656,248.54
17	05/16/2026	13,772.58	3,789.51	9,983.07	2,652,459.03
18	06/16/2026	13,772.58	3,803.75	9,968.83	2,648,655.28
19	07/16/2026	13,772.58	3,818.05	9,954.53	2,644,837.23
20	08/16/2026	13,772.58	3,832.40	9,940.18	2,641,004.83
21	09/16/2026	13,772.58	3,846.80	9,925.78	2,637,158.03
22	10/16/2026	13,772.58	3,861.26	9,911.32	2,633,296.77
23	11/16/2026	13,772.58	3,875.77	9,896.81	2,629,421.00
24	12/16/2026	13,772.58	3,890.34	9,882.24	2,625,530.66
25	01/16/2027	13,772.58	3,904.96	9,867.62	2,621,625.70
26	02/16/2027	13,772.58	3,919.64	9,852.94	2,617,706.06
27	03/16/2027	13,772.58	3,934.37	9,838.21	2,613,771.69
28	04/16/2027	13,772.58	3,949.15	9,823.43	2,609,822.54
29	05/16/2027	13,772.58	3,964.00	9,808.58	2,605,858.54
30	06/16/2027	13,772.58	3,978.90	9,793.68	2,601,879.64
31	07/16/2027	13,772.58	3,993.85	9,778.73	2,597,885.79
32	08/16/2027	13,772.58	4,008.86	9,763.72	2,593,876.93
33	09/16/2027	13,772.58	4,023.93	9,748.65	2,589,853.00
34	10/16/2027	13,772.58	4,039.05	9,733.53	2,585,813.95
35	11/16/2027	13,772.58	4,054.23	9,718.35	2,581,759.72
36	12/16/2027	13,772.58	4,069.47	9,703.11	2,577,690.25
37	01/16/2028	13,772.58	4,084.76	9,687.82	2,573,605.49
38	02/16/2028	13,772.58	4,100.11	9,672.47	2,569,505.38
39	03/16/2028	13,772.58	4,115.52	9,657.06	2,565,389.86

40	04/16/2028	13,772.58	4,130.99	9,641.59	2,561,258.87
41	05/16/2028	13,772.58	4,146.52	9,626.06	2,557,112.35
42	06/16/2028	13,772.58	4,162.10	9,610.48	2,552,950.25
43	07/16/2028	13,772.58	4,177.74	9,594.84	2,548,772.51
44	08/16/2028	13,772.58	4,193.44	9,579.14	2,544,579.07
45	09/16/2028	13,772.58	4,209.20	9,563.38	2,540,369.87
46	10/16/2028	13,772.58	4,225.02	9,547.56	2,536,144.85
47	11/16/2028	13,772.58	4,240.90	9,531.68	2,531,903.95
48	12/16/2028	13,772.58	4,256.84	9,515.74	2,527,647.11
49	01/16/2029	13,772.58	4,272.84	9,499.74	2,523,374.27
50	02/16/2029	13,772.58	4,288.90	9,483.68	2,519,085.37
51	03/16/2029	13,772.58	4,305.02	9,467.56	2,514,780.35
52	04/16/2029	13,772.58	4,321.20	9,451.38	2,510,459.15
53	05/16/2029	13,772.58	4,337.44	9,435.14	2,506,121.71
54	06/16/2029	13,772.58	4,353.74	9,418.84	2,501,767.97
55	07/16/2029	13,772.58	4,370.10	9,402.48	2,497,397.87
56	08/16/2029	13,772.58	4,386.53	9,386.05	2,493,011.34
57	09/16/2029	13,772.58	4,403.01	9,369.57	2,488,608.33
58	10/16/2029	13,772.58	4,419.56	9,353.02	2,484,188.77
59	11/16/2029	13,772.58	4,436.17	9,336.41	2,479,752.60
60	12/16/2029	13,772.58	4,452.84	9,319.74	2,475,299.76
61	01/16/2030	13,772.58	4,469.58	9,303.00	2,470,830.18
62	02/16/2030	13,772.58	4,486.38	9,286.20	2,466,343.80
63	03/16/2030	13,772.58	4,503.24	9,269.34	2,461,840.56
64	04/16/2030	13,772.58	4,520.16	9,252.42	2,457,320.40
65	05/16/2030	13,772.58	4,537.15	9,235.43	2,452,783.25
66	06/16/2030	13,772.58	4,554.20	9,218.38	2,448,229.05
67	07/16/2030	13,772.58	4,571.32	9,201.26	2,443,657.73
68	08/16/2030	13,772.58	4,588.50	9,184.08	2,439,069.23
69	09/16/2030	13,772.58	4,605.74	9,166.84	2,434,463.49
70	10/16/2030	13,772.58	4,623.05	9,149.53	2,429,840.44
71	11/16/2030	13,772.58	4,640.43	9,132.15	2,425,200.01
72	12/16/2030	13,772.58	4,657.87	9,114.71	2,420,542.14
73	01/16/2031	13,772.58	4,675.38	9,097.20	2,415,866.76
74	02/16/2031	13,772.58	4,692.95	9,079.63	2,411,173.81
75	03/16/2031	13,772.58	4,710.59	9,061.99	2,406,463.22
76	04/16/2031	13,772.58	4,728.29	9,044.29	2,401,734.93
77	05/16/2031	13,772.58	4,746.06	9,026.52	2,396,988.87
78	06/16/2031	13,772.58	4,763.90	9,008.68	2,392,224.97
79	07/16/2031	13,772.58	4,781.80	8,990.78	2,387,443.17
80	08/16/2031	13,772.58	4,799.77	8,972.81	2,382,643.40
81	09/16/2031	13,772.58	4,817.81	8,954.77	2,377,825.59
82	10/16/2031	13,772.58	4,835.92	8,936.66	2,372,989.67
83	11/16/2031	13,772.58	4,854.09	8,918.49	2,368,135.58
84	12/16/2031	13,772.58	4,872.34	8,900.24	2,363,263.24
85	01/16/2032	13,772.58	4,890.65	8,881.93	2,358,372.59
86	02/16/2032	13,772.58	4,909.03	8,863.55	2,353,463.56
87	03/16/2032	13,772.58	4,927.48	8,845.10	2,348,536.08
88	04/16/2032	13,772.58	4,946.00	8,826.58	2,343,590.08

89	05/16/2032	13,772.58	4,964.59	8,807.99	2,338,625.49
90	06/16/2032	13,772.58	4,983.25	8,789.33	2,333,642.24
91	07/16/2032	13,772.58	5,001.97	8,770.61	2,328,640.27
92	08/16/2032	13,772.58	5,020.77	8,751.81	2,323,619.50
93	09/16/2032	13,772.58	5,039.64	8,732.94	2,318,579.86
94	10/16/2032	13,772.58	5,058.58	8,714.00	2,313,521.28
95	11/16/2032	13,772.58	5,077.60	8,694.98	2,308,443.68
96	12/16/2032	13,772.58	5,096.68	8,675.90	2,303,347.00
97	01/16/2033	13,772.58	5,115.83	8,656.75	2,298,231.17
98	02/16/2033	13,772.58	5,135.06	8,637.52	2,293,096.11
99	03/16/2033	13,772.58	5,154.36	8,618.22	2,287,941.75
100	04/16/2033	13,772.58	5,173.73	8,598.85	2,282,768.02
101	05/16/2033	13,772.58	5,193.18	8,579.40	2,277,574.84
102	06/16/2033	13,772.58	5,212.69	8,559.89	2,272,362.15
103	07/16/2033	13,772.58	5,232.29	8,540.29	2,267,129.86
104	08/16/2033	13,772.58	5,251.95	8,520.63	2,261,877.91
105	09/16/2033	13,772.58	5,271.69	8,500.89	2,256,606.22
106	10/16/2033	13,772.58	5,291.50	8,481.08	2,251,314.72
107	11/16/2033	13,772.58	5,311.39	8,461.19	2,246,003.33
108	12/16/2033	13,772.58	5,331.35	8,441.23	2,240,671.98
109	01/16/2034	13,772.58	5,351.39	8,421.19	2,235,320.59
110	02/16/2034	13,772.58	5,371.50	8,401.08	2,229,949.09
111	03/16/2034	13,772.58	5,391.69	8,380.89	2,224,557.40
112	04/16/2034	13,772.58	5,411.95	8,360.63	2,219,145.45
113	05/16/2034	13,772.58	5,432.29	8,340.29	2,213,713.16
114	06/16/2034	13,772.58	5,452.71	8,319.87	2,208,260.45
115	07/16/2034	13,772.58	5,473.20	8,299.38	2,202,787.25
116	08/16/2034	13,772.58	5,493.77	8,278.81	2,197,293.48
117	09/16/2034	13,772.58	5,514.42	8,258.16	2,191,779.06
118	10/16/2034	13,772.58	5,535.14	8,237.44	2,186,243.92
119	11/16/2034	13,772.58	5,555.95	8,216.63	2,180,687.97
120	12/16/2034	13,772.58	5,576.83	8,195.75	2,175,111.14
121	01/16/2035	13,772.58	5,597.79	8,174.79	2,169,513.35
122	02/16/2035	13,772.58	5,618.83	8,153.75	2,163,894.52
123	03/16/2035	13,772.58	5,639.94	8,132.64	2,158,254.58
124	04/16/2035	13,772.58	5,661.14	8,111.44	2,152,593.44
125	05/16/2035	13,772.58	5,682.42	8,090.16	2,146,911.02
126	06/16/2035	13,772.58	5,703.77	8,068.81	2,141,207.25
127	07/16/2035	13,772.58	5,725.21	8,047.37	2,135,482.04
128	08/16/2035	13,772.58	5,746.73	8,025.85	2,129,735.31
129	09/16/2035	13,772.58	5,768.32	8,004.26	2,123,966.99
130	10/16/2035	13,772.58	5,790.00	7,982.58	2,118,176.99
131	11/16/2035	13,772.58	5,811.76	7,960.82	2,112,365.23
132	12/16/2035	13,772.58	5,833.61	7,938.97	2,106,531.62
133	01/16/2036	13,772.58	5,855.53	7,917.05	2,100,676.09
134	02/16/2036	13,772.58	5,877.54	7,895.04	2,094,798.55
135	03/16/2036	13,772.58	5,899.63	7,872.95	2,088,898.92
136	04/16/2036	13,772.58	5,921.80	7,850.78	2,082,977.12
137	05/16/2036	13,772.58	5,944.06	7,828.52	2,077,033.06

138	06/16/2036	13,772.58	5,966.40	7,806.18	2,071,066.66
139	07/16/2036	13,772.58	5,988.82	7,783.76	2,065,077.84
140	08/16/2036	13,772.58	6,011.33	7,761.25	2,059,066.51
141	09/16/2036	13,772.58	6,033.92	7,738.66	2,053,032.59
142	10/16/2036	13,772.58	6,056.60	7,715.98	2,046,975.99
143	11/16/2036	13,772.58	6,079.36	7,693.22	2,040,896.63
144	12/16/2036	13,772.58	6,102.21	7,670.37	2,034,794.42
145	01/16/2037	13,772.58	6,125.14	7,647.44	2,028,669.28
146	02/16/2037	13,772.58	6,148.16	7,624.42	2,022,521.12
147	03/16/2037	13,772.58	6,171.27	7,601.31	2,016,349.85
148	04/16/2037	13,772.58	6,194.47	7,578.11	2,010,155.38
149	05/16/2037	13,772.58	6,217.75	7,554.83	2,003,937.63
150	06/16/2037	13,772.58	6,241.11	7,531.47	1,997,696.52
151	07/16/2037	13,772.58	6,264.57	7,508.01	1,991,431.95
152	08/16/2037	13,772.58	6,288.11	7,484.47	1,985,143.84
153	09/16/2037	13,772.58	6,311.75	7,460.83	1,978,832.09
154	10/16/2037	13,772.58	6,335.47	7,437.11	1,972,496.62
155	11/16/2037	13,772.58	6,359.28	7,413.30	1,966,137.34
156	12/16/2037	13,772.58	6,383.18	7,389.40	1,959,754.16
157	01/16/2038	13,772.58	6,407.17	7,365.41	1,953,346.99
158	02/16/2038	13,772.58	6,431.25	7,341.33	1,946,915.74
159	03/16/2038	13,772.58	6,455.42	7,317.16	1,940,460.32
160	04/16/2038	13,772.58	6,479.68	7,292.90	1,933,980.64
161	05/16/2038	13,772.58	6,504.04	7,268.54	1,927,476.60
162	06/16/2038	13,772.58	6,528.48	7,244.10	1,920,948.12
163	07/16/2038	13,772.58	6,553.02	7,219.56	1,914,395.10
164	08/16/2038	13,772.58	6,577.65	7,194.93	1,907,817.45
165	09/16/2038	13,772.58	6,602.37	7,170.21	1,901,215.08
166	10/16/2038	13,772.58	6,627.18	7,145.40	1,894,587.90
167	11/16/2038	13,772.58	6,652.09	7,120.49	1,887,935.81
168	12/16/2038	13,772.58	6,677.09	7,095.49	1,881,258.72
169	01/16/2039	13,772.58	6,702.18	7,070.40	1,874,556.54
170	02/16/2039	13,772.58	6,727.37	7,045.21	1,867,829.17
171	03/16/2039	13,772.58	6,752.66	7,019.92	1,861,076.51
172	04/16/2039	13,772.58	6,778.03	6,994.55	1,854,298.48
173	05/16/2039	13,772.58	6,803.51	6,969.07	1,847,494.97
174	06/16/2039	13,772.58	6,829.08	6,943.50	1,840,665.89
175	07/16/2039	13,772.58	6,854.74	6,917.84	1,833,811.15
176	08/16/2039	13,772.58	6,880.51	6,892.07	1,826,930.64
177	09/16/2039	13,772.58	6,906.37	6,866.21	1,820,024.27
178	10/16/2039	13,772.58	6,932.32	6,840.26	1,813,091.95
179	11/16/2039	13,772.58	6,958.38	6,814.20	1,806,133.57
180	12/16/2039	13,772.58	6,984.53	6,788.05	1,799,149.04
181	01/16/2040	13,772.58	7,010.78	6,761.80	1,792,138.26
182	02/16/2040	13,772.58	7,037.13	6,735.45	1,785,101.13
183	03/16/2040	13,772.58	7,063.57	6,709.01	1,778,037.56
184	04/16/2040	13,772.58	7,090.12	6,682.46	1,770,947.44
185	05/16/2040	13,772.58	7,116.77	6,655.81	1,763,830.67
186	06/16/2040	13,772.58	7,143.52	6,629.06	1,756,687.15

187 07/16/2040	13,772.58	7,170.36	6,602.22	1,749,516.79
188 08/16/2040	13,772.58	7,197.31	6,575.27	1,742,319.48
189 09/16/2040	13,772.58	7,224.36	6,548.22	1,735,095.12
190 10/16/2040	13,772.58	7,251.51	6,521.07	1,727,843.61
191 11/16/2040	13,772.58	7,278.77	6,493.81	1,720,564.84
192 12/16/2040	13,772.58	7,306.12	6,466.46	1,713,258.72
193 01/16/2041	13,772.58	7,333.58	6,439.00	1,705,925.14
194 02/16/2041	13,772.58	7,361.14	6,411.44	1,698,564.00
195 03/16/2041	13,772.58	7,388.81	6,383.77	1,691,175.19
196 04/16/2041	13,772.58	7,416.58	6,356.00	1,683,758.61
197 05/16/2041	13,772.58	7,444.45	6,328.13	1,676,314.16
198 06/16/2041	13,772.58	7,472.43	6,300.15	1,668,841.73
199 07/16/2041	13,772.58	7,500.52	6,272.06	1,661,341.21
200 08/16/2041	13,772.58	7,528.71	6,243.87	1,653,812.50
201 09/16/2041	13,772.58	7,557.00	6,215.58	1,646,255.50
202 10/16/2041	13,772.58	7,585.40	6,187.18	1,638,670.10
203 11/16/2041	13,772.58	7,613.91	6,158.67	1,631,056.19
204 12/16/2041	13,772.58	7,642.53	6,130.05	1,623,413.66
205 01/16/2042	13,772.58	7,671.25	6,101.33	1,615,742.41
206 02/16/2042	13,772.58	7,700.08	6,072.50	1,608,042.33
207 03/16/2042	13,772.58	7,729.02	6,043.56	1,600,313.31
208 04/16/2042	13,772.58	7,758.07	6,014.51	1,592,555.24
209 05/16/2042	13,772.58	7,787.23	5,985.35	1,584,768.01
210 06/16/2042	13,772.58	7,816.49	5,956.09	1,576,951.52
211 07/16/2042	13,772.58	7,845.87	5,926.71	1,569,105.65
212 08/16/2042	13,772.58	7,875.36	5,897.22	1,561,230.29
213 09/16/2042	13,772.58	7,904.96	5,867.62	1,553,325.33
214 10/16/2042	13,772.58	7,934.67	5,837.91	1,545,390.66
215 11/16/2042	13,772.58	7,964.49	5,808.09	1,537,426.17
216 12/16/2042	13,772.58	7,994.42	5,778.16	1,529,431.75
217 01/16/2043	13,772.58	8,024.47	5,748.11	1,521,407.28
218 02/16/2043	13,772.58	8,054.62	5,717.96	1,513,352.66
219 03/16/2043	13,772.58	8,084.90	5,687.68	1,505,267.76
220 04/16/2043	13,772.58	8,115.28	5,657.30	1,497,152.48
221 05/16/2043	13,772.58	8,145.78	5,626.80	1,489,006.70
222 06/16/2043	13,772.58	8,176.40	5,596.18	1,480,830.30
223 07/16/2043	13,772.58	8,207.13	5,565.45	1,472,623.17
224 08/16/2043	13,772.58	8,237.97	5,534.61	1,464,385.20
225 09/16/2043	13,772.58	8,268.93	5,503.65	1,456,116.27
226 10/16/2043	13,772.58	8,300.01	5,472.57	1,447,816.26
227 11/16/2043	13,772.58	8,331.20	5,441.38	1,439,485.06
228 12/16/2043	13,772.58	8,362.52	5,410.06	1,431,122.54
229 01/16/2044	13,772.58	8,393.94	5,378.64	1,422,728.60
230 02/16/2044	13,772.58	8,425.49	5,347.09	1,414,303.11
231 03/16/2044	13,772.58	8,457.16	5,315.42	1,405,845.95
232 04/16/2044	13,772.58	8,488.94	5,283.64	1,397,357.01
233 05/16/2044	13,772.58	8,520.85	5,251.73	1,388,836.16
234 06/16/2044	13,772.58	8,552.87	5,219.71	1,380,283.29
235 07/16/2044	13,772.58	8,585.02	5,187.56	1,371,698.27

236	08/16/2044	13,772.58	8,617.28	5,155.30	1,363,080.99
237	09/16/2044	13,772.58	8,649.67	5,122.91	1,354,431.32
238	10/16/2044	13,772.58	8,682.18	5,090.40	1,345,749.14
239	11/16/2044	13,772.58	8,714.81	5,057.77	1,337,034.33
240	12/16/2044	13,772.58	8,747.56	5,025.02	1,328,286.77
241	01/16/2045	13,772.58	8,780.44	4,992.14	1,319,506.33
242	02/16/2045	13,772.58	8,813.44	4,959.14	1,310,692.89
243	03/16/2045	13,772.58	8,846.56	4,926.02	1,301,846.33
244	04/16/2045	13,772.58	8,879.81	4,892.77	1,292,966.52
245	05/16/2045	13,772.58	8,913.18	4,859.40	1,284,053.34
246	06/16/2045	13,772.58	8,946.68	4,825.90	1,275,106.66
247	07/16/2045	13,772.58	8,980.30	4,792.28	1,266,126.36
248	08/16/2045	13,772.58	9,014.06	4,758.52	1,257,112.30
249	09/16/2045	13,772.58	9,047.93	4,724.65	1,248,064.37
250	10/16/2045	13,772.58	9,081.94	4,690.64	1,238,982.43
251	11/16/2045	13,772.58	9,116.07	4,656.51	1,229,866.36
252	12/16/2045	13,772.58	9,150.33	4,622.25	1,220,716.03
253	01/16/2046	13,772.58	9,184.72	4,587.86	1,211,531.31
254	02/16/2046	13,772.58	9,219.24	4,553.34	1,202,312.07
255	03/16/2046	13,772.58	9,253.89	4,518.69	1,193,058.18
256	04/16/2046	13,772.58	9,288.67	4,483.91	1,183,769.51
257	05/16/2046	13,772.58	9,323.58	4,449.00	1,174,445.93
258	06/16/2046	13,772.58	9,358.62	4,413.96	1,165,087.31
259	07/16/2046	13,772.58	9,393.79	4,378.79	1,155,693.52
260	08/16/2046	13,772.58	9,429.10	4,343.48	1,146,264.42
261	09/16/2046	13,772.58	9,464.54	4,308.04	1,136,799.88
262	10/16/2046	13,772.58	9,500.11	4,272.47	1,127,299.77
263	11/16/2046	13,772.58	9,535.81	4,236.77	1,117,763.96
264	12/16/2046	13,772.58	9,571.65	4,200.93	1,108,192.31
265	01/16/2047	13,772.58	9,607.62	4,164.96	1,098,584.69
266	02/16/2047	13,772.58	9,643.73	4,128.85	1,088,940.96
267	03/16/2047	13,772.58	9,679.98	4,092.60	1,079,260.98
268	04/16/2047	13,772.58	9,716.36	4,056.22	1,069,544.62
269	05/16/2047	13,772.58	9,752.87	4,019.71	1,059,791.75
270	06/16/2047	13,772.58	9,789.53	3,983.05	1,050,002.22
271	07/16/2047	13,772.58	9,826.32	3,946.26	1,040,175.90
272	08/16/2047	13,772.58	9,863.25	3,909.33	1,030,312.65
273	09/16/2047	13,772.58	9,900.32	3,872.26	1,020,412.33
274	10/16/2047	13,772.58	9,937.53	3,835.05	1,010,474.80
275	11/16/2047	13,772.58	9,974.88	3,797.70	1,000,499.92
276	12/16/2047	13,772.58	10,012.37	3,760.21	990,487.55
277	01/16/2048	13,772.58	10,050.00	3,722.58	980,437.55
278	02/16/2048	13,772.58	10,087.77	3,684.81	970,349.78
279	03/16/2048	13,772.58	10,125.68	3,646.90	960,224.10
280	04/16/2048	13,772.58	10,163.74	3,608.84	950,060.36
281	05/16/2048	13,772.58	10,201.94	3,570.64	939,858.42
282	06/16/2048	13,772.58	10,240.28	3,532.30	929,618.14
283	07/16/2048	13,772.58	10,278.77	3,493.81	919,339.37
284	08/16/2048	13,772.58	10,317.40	3,455.18	909,021.97

285	09/16/2048	13,772.58	10,356.17	3,416.41	898,665.80
286	10/16/2048	13,772.58	10,395.09	3,377.49	888,270.71
287	11/16/2048	13,772.58	10,434.16	3,338.42	877,836.55
288	12/16/2048	13,772.58	10,473.38	3,299.20	867,363.17
289	01/16/2049	13,772.58	10,512.74	3,259.84	856,850.43
290	02/16/2049	13,772.58	10,552.25	3,220.33	846,298.18
291	03/16/2049	13,772.58	10,591.91	3,180.67	835,706.27
292	04/16/2049	13,772.58	10,631.72	3,140.86	825,074.55
293	05/16/2049	13,772.58	10,671.67	3,100.91	814,402.88
294	06/16/2049	13,772.58	10,711.78	3,060.80	803,691.10
295	07/16/2049	13,772.58	10,752.04	3,020.54	792,939.06
296	08/16/2049	13,772.58	10,792.45	2,980.13	782,146.61
297	09/16/2049	13,772.58	10,833.01	2,939.57	771,313.60
298	10/16/2049	13,772.58	10,873.73	2,898.85	760,439.87
299	11/16/2049	13,772.58	10,914.59	2,857.99	749,525.28
300	12/16/2049	13,772.58	10,955.61	2,816.97	738,569.67
301	01/16/2050	13,772.58	10,996.79	2,775.79	727,572.88
302	02/16/2050	13,772.58	11,038.12	2,734.46	716,534.76
303	03/16/2050	13,772.58	11,079.60	2,692.98	705,455.16
304	04/16/2050	13,772.58	11,121.24	2,651.34	694,333.92
305	05/16/2050	13,772.58	11,163.04	2,609.54	683,170.88
306	06/16/2050	13,772.58	11,205.00	2,567.58	671,965.88
307	07/16/2050	13,772.58	11,247.11	2,525.47	660,718.77
308	08/16/2050	13,772.58	11,289.38	2,483.20	649,429.39
309	09/16/2050	13,772.58	11,331.81	2,440.77	638,097.58
310	10/16/2050	13,772.58	11,374.40	2,398.18	626,723.18
311	11/16/2050	13,772.58	11,417.15	2,355.43	615,306.03
312	12/16/2050	13,772.58	11,460.05	2,312.53	603,845.98
313	01/16/2051	13,772.58	11,503.13	2,269.45	592,342.85
314	02/16/2051	13,772.58	11,546.36	2,226.22	580,796.49
315	03/16/2051	13,772.58	11,589.75	2,182.83	569,206.74
316	04/16/2051	13,772.58	11,633.31	2,139.27	557,573.43
317	05/16/2051	13,772.58	11,677.03	2,095.55	545,896.40
318	06/16/2051	13,772.58	11,720.92	2,051.66	534,175.48
319	07/16/2051	13,772.58	11,764.97	2,007.61	522,410.51
320	08/16/2051	13,772.58	11,809.19	1,963.39	510,601.32
321	09/16/2051	13,772.58	11,853.57	1,919.01	498,747.75
322	10/16/2051	13,772.58	11,898.12	1,874.46	486,849.63
323	11/16/2051	13,772.58	11,942.84	1,829.74	474,906.79
324	12/16/2051	13,772.58	11,987.72	1,784.86	462,919.07
325	01/16/2052	13,772.58	12,032.78	1,739.80	450,886.29
326	02/16/2052	13,772.58	12,078.00	1,694.58	438,808.29
327	03/16/2052	13,772.58	12,123.39	1,649.19	426,684.90
328	04/16/2052	13,772.58	12,168.96	1,603.62	414,515.94
329	05/16/2052	13,772.58	12,214.69	1,557.89	402,301.25
330	06/16/2052	13,772.58	12,260.60	1,511.98	390,040.65
331	07/16/2052	13,772.58	12,306.68	1,465.90	377,733.97
332	08/16/2052	13,772.58	12,352.93	1,419.65	365,381.04
333	09/16/2052	13,772.58	12,399.36	1,373.22	352,981.68

334	10/16/2052	13,772.58	12,445.96	1,326.62	340,535.72
335	11/16/2052	13,772.58	12,492.73	1,279.85	328,042.99
336	12/16/2052	13,772.58	12,539.69	1,232.89	315,503.30
337	01/16/2053	13,772.58	12,586.81	1,185.77	302,916.49
338	02/16/2053	13,772.58	12,634.12	1,138.46	290,282.37
339	03/16/2053	13,772.58	12,681.60	1,090.98	277,600.77
340	04/16/2053	13,772.58	12,729.26	1,043.32	264,871.51
341	05/16/2053	13,772.58	12,777.10	995.48	252,094.41
342	06/16/2053	13,772.58	12,825.13	947.45	239,269.28
343	07/16/2053	13,772.58	12,873.33	899.25	226,395.95
344	08/16/2053	13,772.58	12,921.71	850.87	213,474.24
345	09/16/2053	13,772.58	12,970.27	802.31	200,503.97
346	10/16/2053	13,772.58	13,019.02	753.56	187,484.95
347	11/16/2053	13,772.58	13,067.95	704.63	174,417.00
348	12/16/2053	13,772.58	13,117.06	655.52	161,299.94
349	01/16/2054	13,772.58	13,166.36	606.22	148,133.58
350	02/16/2054	13,772.58	13,215.84	556.74	134,917.74
351	03/16/2054	13,772.58	13,265.51	507.07	121,652.23
352	04/16/2054	13,772.58	13,315.37	457.21	108,336.86
353	05/16/2054	13,772.58	13,365.41	407.17	94,971.45
354	06/16/2054	13,772.58	13,415.65	356.93	81,555.80
355	07/16/2054	13,772.58	13,466.07	306.51	68,089.73
356	08/16/2054	13,772.58	13,516.68	255.90	54,573.05
357	09/16/2054	13,772.58	13,567.48	205.10	41,005.57
358	10/16/2054	13,772.58	13,618.47	154.11	27,387.10
359	11/16/2054	13,772.58	13,669.65	102.93	13,717.45
360	12/16/2054	13,769.00	13,717.45	51.55	0.00

4,958,125.22 2,714,986.71 2,243,138.51

CERTIFICATE OF THE CLERK

To: Miller Thomson LLP

And To: OILC

IN THE MATTER OF an issue of a 30 years, 4.51 % amortizing debenture of The Corporation of The Municipality of Brockton (the “**Municipality**”) in the principal amount of \$2,714,986.71 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2024-103 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Fiona Hamilton, 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 December 10, 2024 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 Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the 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-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule “A” (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) 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-law(s) have been previously issued.
8. 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-law(s) 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.
9. The Authorizing By-law(s) 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 Municipality of Brockton as at the 16th day of December, 2024.

[AFFIX SEAL]

Fiona Hamilton, Clerk

CERTIFICATE OF THE TREASURER

To: Miller Thomson LLP

And To: OILC

IN THE MATTER OF an issue of a 30 years, 4.51% amortizing debenture of The Corporation of The Municipality of Brockton (the “**Municipality**”) in the principal amount of \$2,714,986.71, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-103 (the “**Debenture By-law**”);

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

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the May 17, 2021 (the “**Financing Agreement**”). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Patricia Serratore, Treasurer of the Municipality, **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 work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), 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(s), each such additional cost amount and each such additional debenture authority (if any), 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(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal 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.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were 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 relevant Public Sector Accounting Board.

5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.
6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).
8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).
9. 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*.
10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.
11. On or before 16th day of December, 2024, I as Treasurer, signed the fully registered amortizing debenture numbered 2024-103 in the principal amount of \$2,714,986.71 dated December 16, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
12. On or before December 16, 2024, the OILC Debenture was signed by Chris Peabody, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
13. The said Chris Peabody, is the duly elected 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.
14. 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 Mayor or myself as Treasurer of the Municipality, and no proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

DATED at The Corporation of The Municipality of Brockton as at the 16th day of December, 2024.

Patricia Serratore, Treasurer

I, Fiona Hamilton, Clerk of the Municipality do hereby certify that the signature of Patricia Serratore, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Fiona Hamilton, Clerk

The Corporation of The Municipality of Brockton

Schedule “B” to By-law Number 2024-103

No. 2024-103

\$581,600.67

C A N A D A
Province of Ontario
The Corporation of The Municipality of Brockton

FULLY REGISTERED 4.51% AMORTIZING DEBENTURE

The Corporation of The Municipality of Brockton (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 (December 16, 2054), the principal amount of

FIVE HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED DOLLARS AND SIXTY SEVEN CENTS

----- (\$581,600.67) -----

by equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 monthly payments from the closing date (December 16, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and 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 any unpaid indebtedness under 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 Municipality of Brockton as at the 16th day of December, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-103 of the Municipality duly passed on the 10th day of December, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2024

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

Chris Peabody, Mayor

[NTD: SIGNATURE NOT REQUIRED ON FORM OF CERTIFICATE]

(Seal) _____

Patricia Serratore, 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 of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$581,600.67 dated December 16, 2024 and maturing on December 16, 2054 payable in equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 Land Tribunal 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.

December 16, 2024

Miller Thomson LLP [no signature required]

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 monthly instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the 16th day of January and the 16th day of each month thereafter, commencing on January 16, 2025 and ending on December 16, 2054 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 monthly 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, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality 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 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 transferor, 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 or rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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 Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following 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 those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming monthly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Schedule "C" to By-law Number 2024-103

Loan.....: 3004
 Name.....: Brockton, The Corporation of The Municipality of
 Principal: 581,600.67
 Rate.....: 04.5100
 Term.....: 360
 Compound.: Month
 Matures..: 12/16/2054

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/16/2025	2,950.35	764.50	2,185.85	580,836.17
2	02/16/2025	2,950.35	767.37	2,182.98	580,068.80
3	03/16/2025	2,950.35	770.26	2,180.09	579,298.54
4	04/16/2025	2,950.35	773.15	2,177.20	578,525.39
5	05/16/2025	2,950.35	776.06	2,174.29	577,749.33
6	06/16/2025	2,950.35	778.98	2,171.37	576,970.35
7	07/16/2025	2,950.35	781.90	2,168.45	576,188.45
8	08/16/2025	2,950.35	784.84	2,165.51	575,403.61
9	09/16/2025	2,950.35	787.79	2,162.56	574,615.82
10	10/16/2025	2,950.35	790.75	2,159.60	573,825.07
11	11/16/2025	2,950.35	793.72	2,156.63	573,031.35
12	12/16/2025	2,950.35	796.71	2,153.64	572,234.64
13	01/16/2026	2,950.35	799.70	2,150.65	571,434.94
14	02/16/2026	2,950.35	802.71	2,147.64	570,632.23
15	03/16/2026	2,950.35	805.72	2,144.63	569,826.51
16	04/16/2026	2,950.35	808.75	2,141.60	569,017.76
17	05/16/2026	2,950.35	811.79	2,138.56	568,205.97
18	06/16/2026	2,950.35	814.84	2,135.51	567,391.13
19	07/16/2026	2,950.35	817.91	2,132.44	566,573.22
20	08/16/2026	2,950.35	820.98	2,129.37	565,752.24
21	09/16/2026	2,950.35	824.06	2,126.29	564,928.18
22	10/16/2026	2,950.35	827.16	2,123.19	564,101.02
23	11/16/2026	2,950.35	830.27	2,120.08	563,270.75
24	12/16/2026	2,950.35	833.39	2,116.96	562,437.36
25	01/16/2027	2,950.35	836.52	2,113.83	561,600.84
26	02/16/2027	2,950.35	839.67	2,110.68	560,761.17
27	03/16/2027	2,950.35	842.82	2,107.53	559,918.35
28	04/16/2027	2,950.35	845.99	2,104.36	559,072.36
29	05/16/2027	2,950.35	849.17	2,101.18	558,223.19
30	06/16/2027	2,950.35	852.36	2,097.99	557,370.83
31	07/16/2027	2,950.35	855.56	2,094.79	556,515.27
32	08/16/2027	2,950.35	858.78	2,091.57	555,656.49
33	09/16/2027	2,950.35	862.01	2,088.34	554,794.48

34	10/16/2027	2,950.35	865.25	2,085.10	553,929.23
35	11/16/2027	2,950.35	868.50	2,081.85	553,060.73
36	12/16/2027	2,950.35	871.76	2,078.59	552,188.97
37	01/16/2028	2,950.35	875.04	2,075.31	551,313.93
38	02/16/2028	2,950.35	878.33	2,072.02	550,435.60
39	03/16/2028	2,950.35	881.63	2,068.72	549,553.97
40	04/16/2028	2,950.35	884.94	2,065.41	548,669.03
41	05/16/2028	2,950.35	888.27	2,062.08	547,780.76
42	06/16/2028	2,950.35	891.61	2,058.74	546,889.15
43	07/16/2028	2,950.35	894.96	2,055.39	545,994.19
44	08/16/2028	2,950.35	898.32	2,052.03	545,095.87
45	09/16/2028	2,950.35	901.70	2,048.65	544,194.17
46	10/16/2028	2,950.35	905.09	2,045.26	543,289.08
47	11/16/2028	2,950.35	908.49	2,041.86	542,380.59
48	12/16/2028	2,950.35	911.90	2,038.45	541,468.69
49	01/16/2029	2,950.35	915.33	2,035.02	540,553.36
50	02/16/2029	2,950.35	918.77	2,031.58	539,634.59
51	03/16/2029	2,950.35	922.22	2,028.13	538,712.37
52	04/16/2029	2,950.35	925.69	2,024.66	537,786.68
53	05/16/2029	2,950.35	929.17	2,021.18	536,857.51
54	06/16/2029	2,950.35	932.66	2,017.69	535,924.85
55	07/16/2029	2,950.35	936.17	2,014.18	534,988.68
56	08/16/2029	2,950.35	939.68	2,010.67	534,049.00
57	09/16/2029	2,950.35	943.22	2,007.13	533,105.78
58	10/16/2029	2,950.35	946.76	2,003.59	532,159.02
59	11/16/2029	2,950.35	950.32	2,000.03	531,208.70
60	12/16/2029	2,950.35	953.89	1,996.46	530,254.81
61	01/16/2030	2,950.35	957.48	1,992.87	529,297.33
62	02/16/2030	2,950.35	961.07	1,989.28	528,336.26
63	03/16/2030	2,950.35	964.69	1,985.66	527,371.57
64	04/16/2030	2,950.35	968.31	1,982.04	526,403.26
65	05/16/2030	2,950.35	971.95	1,978.40	525,431.31
66	06/16/2030	2,950.35	975.60	1,974.75	524,455.71
67	07/16/2030	2,950.35	979.27	1,971.08	523,476.44
68	08/16/2030	2,950.35	982.95	1,967.40	522,493.49
69	09/16/2030	2,950.35	986.65	1,963.70	521,506.84
70	10/16/2030	2,950.35	990.35	1,960.00	520,516.49
71	11/16/2030	2,950.35	994.08	1,956.27	519,522.41
72	12/16/2030	2,950.35	997.81	1,952.54	518,524.60
73	01/16/2031	2,950.35	1,001.56	1,948.79	517,523.04
74	02/16/2031	2,950.35	1,005.33	1,945.02	516,517.71
75	03/16/2031	2,950.35	1,009.10	1,941.25	515,508.61
76	04/16/2031	2,950.35	1,012.90	1,937.45	514,495.71
77	05/16/2031	2,950.35	1,016.70	1,933.65	513,479.01
78	06/16/2031	2,950.35	1,020.52	1,929.83	512,458.49
79	07/16/2031	2,950.35	1,024.36	1,925.99	511,434.13
80	08/16/2031	2,950.35	1,028.21	1,922.14	510,405.92
81	09/16/2031	2,950.35	1,032.07	1,918.28	509,373.85
82	10/16/2031	2,950.35	1,035.95	1,914.40	508,337.90

83	11/16/2031	2,950.35	1,039.85	1,910.50	507,298.05
84	12/16/2031	2,950.35	1,043.75	1,906.60	506,254.30
85	01/16/2032	2,950.35	1,047.68	1,902.67	505,206.62
86	02/16/2032	2,950.35	1,051.62	1,898.73	504,155.00
87	03/16/2032	2,950.35	1,055.57	1,894.78	503,099.43
88	04/16/2032	2,950.35	1,059.53	1,890.82	502,039.90
89	05/16/2032	2,950.35	1,063.52	1,886.83	500,976.38
90	06/16/2032	2,950.35	1,067.51	1,882.84	499,908.87
91	07/16/2032	2,950.35	1,071.53	1,878.82	498,837.34
92	08/16/2032	2,950.35	1,075.55	1,874.80	497,761.79
93	09/16/2032	2,950.35	1,079.60	1,870.75	496,682.19
94	10/16/2032	2,950.35	1,083.65	1,866.70	495,598.54
95	11/16/2032	2,950.35	1,087.73	1,862.62	494,510.81
96	12/16/2032	2,950.35	1,091.81	1,858.54	493,419.00
97	01/16/2033	2,950.35	1,095.92	1,854.43	492,323.08
98	02/16/2033	2,950.35	1,100.04	1,850.31	491,223.04
99	03/16/2033	2,950.35	1,104.17	1,846.18	490,118.87
100	04/16/2033	2,950.35	1,108.32	1,842.03	489,010.55
101	05/16/2033	2,950.35	1,112.49	1,837.86	487,898.06
102	06/16/2033	2,950.35	1,116.67	1,833.68	486,781.39
103	07/16/2033	2,950.35	1,120.86	1,829.49	485,660.53
104	08/16/2033	2,950.35	1,125.08	1,825.27	484,535.45
105	09/16/2033	2,950.35	1,129.30	1,821.05	483,406.15
106	10/16/2033	2,950.35	1,133.55	1,816.80	482,272.60
107	11/16/2033	2,950.35	1,137.81	1,812.54	481,134.79
108	12/16/2033	2,950.35	1,142.09	1,808.26	479,992.70
109	01/16/2034	2,950.35	1,146.38	1,803.97	478,846.32
110	02/16/2034	2,950.35	1,150.69	1,799.66	477,695.63
111	03/16/2034	2,950.35	1,155.01	1,795.34	476,540.62
112	04/16/2034	2,950.35	1,159.35	1,791.00	475,381.27
113	05/16/2034	2,950.35	1,163.71	1,786.64	474,217.56
114	06/16/2034	2,950.35	1,168.08	1,782.27	473,049.48
115	07/16/2034	2,950.35	1,172.47	1,777.88	471,877.01
116	08/16/2034	2,950.35	1,176.88	1,773.47	470,700.13
117	09/16/2034	2,950.35	1,181.30	1,769.05	469,518.83
118	10/16/2034	2,950.35	1,185.74	1,764.61	468,333.09
119	11/16/2034	2,950.35	1,190.20	1,760.15	467,142.89
120	12/16/2034	2,950.35	1,194.67	1,755.68	465,948.22
121	01/16/2035	2,950.35	1,199.16	1,751.19	464,749.06
122	02/16/2035	2,950.35	1,203.67	1,746.68	463,545.39
123	03/16/2035	2,950.35	1,208.19	1,742.16	462,337.20
124	04/16/2035	2,950.35	1,212.73	1,737.62	461,124.47
125	05/16/2035	2,950.35	1,217.29	1,733.06	459,907.18
126	06/16/2035	2,950.35	1,221.87	1,728.48	458,685.31
127	07/16/2035	2,950.35	1,226.46	1,723.89	457,458.85
128	08/16/2035	2,950.35	1,231.07	1,719.28	456,227.78
129	09/16/2035	2,950.35	1,235.69	1,714.66	454,992.09
130	10/16/2035	2,950.35	1,240.34	1,710.01	453,751.75
131	11/16/2035	2,950.35	1,245.00	1,705.35	452,506.75

132	12/16/2035	2,950.35	1,249.68	1,700.67	451,257.07
133	01/16/2036	2,950.35	1,254.38	1,695.97	450,002.69
134	02/16/2036	2,950.35	1,259.09	1,691.26	448,743.60
135	03/16/2036	2,950.35	1,263.82	1,686.53	447,479.78
136	04/16/2036	2,950.35	1,268.57	1,681.78	446,211.21
137	05/16/2036	2,950.35	1,273.34	1,677.01	444,937.87
138	06/16/2036	2,950.35	1,278.13	1,672.22	443,659.74
139	07/16/2036	2,950.35	1,282.93	1,667.42	442,376.81
140	08/16/2036	2,950.35	1,287.75	1,662.60	441,089.06
141	09/16/2036	2,950.35	1,292.59	1,657.76	439,796.47
142	10/16/2036	2,950.35	1,297.45	1,652.90	438,499.02
143	11/16/2036	2,950.35	1,302.32	1,648.03	437,196.70
144	12/16/2036	2,950.35	1,307.22	1,643.13	435,889.48
145	01/16/2037	2,950.35	1,312.13	1,638.22	434,577.35
146	02/16/2037	2,950.35	1,317.06	1,633.29	433,260.29
147	03/16/2037	2,950.35	1,322.01	1,628.34	431,938.28
148	04/16/2037	2,950.35	1,326.98	1,623.37	430,611.30
149	05/16/2037	2,950.35	1,331.97	1,618.38	429,279.33
150	06/16/2037	2,950.35	1,336.98	1,613.37	427,942.35
151	07/16/2037	2,950.35	1,342.00	1,608.35	426,600.35
152	08/16/2037	2,950.35	1,347.04	1,603.31	425,253.31
153	09/16/2037	2,950.35	1,352.11	1,598.24	423,901.20
154	10/16/2037	2,950.35	1,357.19	1,593.16	422,544.01
155	11/16/2037	2,950.35	1,362.29	1,588.06	421,181.72
156	12/16/2037	2,950.35	1,367.41	1,582.94	419,814.31
157	01/16/2038	2,950.35	1,372.55	1,577.80	418,441.76
158	02/16/2038	2,950.35	1,377.71	1,572.64	417,064.05
159	03/16/2038	2,950.35	1,382.88	1,567.47	415,681.17
160	04/16/2038	2,950.35	1,388.08	1,562.27	414,293.09
161	05/16/2038	2,950.35	1,393.30	1,557.05	412,899.79
162	06/16/2038	2,950.35	1,398.53	1,551.82	411,501.26
163	07/16/2038	2,950.35	1,403.79	1,546.56	410,097.47
164	08/16/2038	2,950.35	1,409.07	1,541.28	408,688.40
165	09/16/2038	2,950.35	1,414.36	1,535.99	407,274.04
166	10/16/2038	2,950.35	1,419.68	1,530.67	405,854.36
167	11/16/2038	2,950.35	1,425.01	1,525.34	404,429.35
168	12/16/2038	2,950.35	1,430.37	1,519.98	402,998.98
169	01/16/2039	2,950.35	1,435.75	1,514.60	401,563.23
170	02/16/2039	2,950.35	1,441.14	1,509.21	400,122.09
171	03/16/2039	2,950.35	1,446.56	1,503.79	398,675.53
172	04/16/2039	2,950.35	1,451.99	1,498.36	397,223.54
173	05/16/2039	2,950.35	1,457.45	1,492.90	395,766.09
174	06/16/2039	2,950.35	1,462.93	1,487.42	394,303.16
175	07/16/2039	2,950.35	1,468.43	1,481.92	392,834.73
176	08/16/2039	2,950.35	1,473.95	1,476.40	391,360.78
177	09/16/2039	2,950.35	1,479.49	1,470.86	389,881.29
178	10/16/2039	2,950.35	1,485.05	1,465.30	388,396.24
179	11/16/2039	2,950.35	1,490.63	1,459.72	386,905.61
180	12/16/2039	2,950.35	1,496.23	1,454.12	385,409.38

181 01/16/2040	2,950.35	1,501.85	1,448.50	383,907.53
182 02/16/2040	2,950.35	1,507.50	1,442.85	382,400.03
183 03/16/2040	2,950.35	1,513.16	1,437.19	380,886.87
184 04/16/2040	2,950.35	1,518.85	1,431.50	379,368.02
185 05/16/2040	2,950.35	1,524.56	1,425.79	377,843.46
186 06/16/2040	2,950.35	1,530.29	1,420.06	376,313.17
187 07/16/2040	2,950.35	1,536.04	1,414.31	374,777.13
188 08/16/2040	2,950.35	1,541.81	1,408.54	373,235.32
189 09/16/2040	2,950.35	1,547.61	1,402.74	371,687.71
190 10/16/2040	2,950.35	1,553.42	1,396.93	370,134.29
191 11/16/2040	2,950.35	1,559.26	1,391.09	368,575.03
192 12/16/2040	2,950.35	1,565.12	1,385.23	367,009.91
193 01/16/2041	2,950.35	1,571.00	1,379.35	365,438.91
194 02/16/2041	2,950.35	1,576.91	1,373.44	363,862.00
195 03/16/2041	2,950.35	1,582.84	1,367.51	362,279.16
196 04/16/2041	2,950.35	1,588.78	1,361.57	360,690.38
197 05/16/2041	2,950.35	1,594.76	1,355.59	359,095.62
198 06/16/2041	2,950.35	1,600.75	1,349.60	357,494.87
199 07/16/2041	2,950.35	1,606.77	1,343.58	355,888.10
200 08/16/2041	2,950.35	1,612.80	1,337.55	354,275.30
201 09/16/2041	2,950.35	1,618.87	1,331.48	352,656.43
202 10/16/2041	2,950.35	1,624.95	1,325.40	351,031.48
203 11/16/2041	2,950.35	1,631.06	1,319.29	349,400.42
204 12/16/2041	2,950.35	1,637.19	1,313.16	347,763.23
205 01/16/2042	2,950.35	1,643.34	1,307.01	346,119.89
206 02/16/2042	2,950.35	1,649.52	1,300.83	344,470.37
207 03/16/2042	2,950.35	1,655.72	1,294.63	342,814.65
208 04/16/2042	2,950.35	1,661.94	1,288.41	341,152.71
209 05/16/2042	2,950.35	1,668.18	1,282.17	339,484.53
210 06/16/2042	2,950.35	1,674.45	1,275.90	337,810.08
211 07/16/2042	2,950.35	1,680.75	1,269.60	336,129.33
212 08/16/2042	2,950.35	1,687.06	1,263.29	334,442.27
213 09/16/2042	2,950.35	1,693.40	1,256.95	332,748.87
214 10/16/2042	2,950.35	1,699.77	1,250.58	331,049.10
215 11/16/2042	2,950.35	1,706.16	1,244.19	329,342.94
216 12/16/2042	2,950.35	1,712.57	1,237.78	327,630.37
217 01/16/2043	2,950.35	1,719.01	1,231.34	325,911.36
218 02/16/2043	2,950.35	1,725.47	1,224.88	324,185.89
219 03/16/2043	2,950.35	1,731.95	1,218.40	322,453.94
220 04/16/2043	2,950.35	1,738.46	1,211.89	320,715.48
221 05/16/2043	2,950.35	1,744.99	1,205.36	318,970.49
222 06/16/2043	2,950.35	1,751.55	1,198.80	317,218.94
223 07/16/2043	2,950.35	1,758.14	1,192.21	315,460.80
224 08/16/2043	2,950.35	1,764.74	1,185.61	313,696.06
225 09/16/2043	2,950.35	1,771.38	1,178.97	311,924.68
226 10/16/2043	2,950.35	1,778.03	1,172.32	310,146.65
227 11/16/2043	2,950.35	1,784.72	1,165.63	308,361.93
228 12/16/2043	2,950.35	1,791.42	1,158.93	306,570.51
229 01/16/2044	2,950.35	1,798.16	1,152.19	304,772.35

230	02/16/2044	2,950.35	1,804.91	1,145.44	302,967.44
231	03/16/2044	2,950.35	1,811.70	1,138.65	301,155.74
232	04/16/2044	2,950.35	1,818.51	1,131.84	299,337.23
233	05/16/2044	2,950.35	1,825.34	1,125.01	297,511.89
234	06/16/2044	2,950.35	1,832.20	1,118.15	295,679.69
235	07/16/2044	2,950.35	1,839.09	1,111.26	293,840.60
236	08/16/2044	2,950.35	1,846.00	1,104.35	291,994.60
237	09/16/2044	2,950.35	1,852.94	1,097.41	290,141.66
238	10/16/2044	2,950.35	1,859.90	1,090.45	288,281.76
239	11/16/2044	2,950.35	1,866.89	1,083.46	286,414.87
240	12/16/2044	2,950.35	1,873.91	1,076.44	284,540.96
241	01/16/2045	2,950.35	1,880.95	1,069.40	282,660.01
242	02/16/2045	2,950.35	1,888.02	1,062.33	280,771.99
243	03/16/2045	2,950.35	1,895.12	1,055.23	278,876.87
244	04/16/2045	2,950.35	1,902.24	1,048.11	276,974.63
245	05/16/2045	2,950.35	1,909.39	1,040.96	275,065.24
246	06/16/2045	2,950.35	1,916.56	1,033.79	273,148.68
247	07/16/2045	2,950.35	1,923.77	1,026.58	271,224.91
248	08/16/2045	2,950.35	1,931.00	1,019.35	269,293.91
249	09/16/2045	2,950.35	1,938.25	1,012.10	267,355.66
250	10/16/2045	2,950.35	1,945.54	1,004.81	265,410.12
251	11/16/2045	2,950.35	1,952.85	997.50	263,457.27
252	12/16/2045	2,950.35	1,960.19	990.16	261,497.08
253	01/16/2046	2,950.35	1,967.56	982.79	259,529.52
254	02/16/2046	2,950.35	1,974.95	975.40	257,554.57
255	03/16/2046	2,950.35	1,982.37	967.98	255,572.20
256	04/16/2046	2,950.35	1,989.82	960.53	253,582.38
257	05/16/2046	2,950.35	1,997.30	953.05	251,585.08
258	06/16/2046	2,950.35	2,004.81	945.54	249,580.27
259	07/16/2046	2,950.35	2,012.34	938.01	247,567.93
260	08/16/2046	2,950.35	2,019.91	930.44	245,548.02
261	09/16/2046	2,950.35	2,027.50	922.85	243,520.52
262	10/16/2046	2,950.35	2,035.12	915.23	241,485.40
263	11/16/2046	2,950.35	2,042.77	907.58	239,442.63
264	12/16/2046	2,950.35	2,050.44	899.91	237,392.19
265	01/16/2047	2,950.35	2,058.15	892.20	235,334.04
266	02/16/2047	2,950.35	2,065.89	884.46	233,268.15
267	03/16/2047	2,950.35	2,073.65	876.70	231,194.50
268	04/16/2047	2,950.35	2,081.44	868.91	229,113.06
269	05/16/2047	2,950.35	2,089.27	861.08	227,023.79
270	06/16/2047	2,950.35	2,097.12	853.23	224,926.67
271	07/16/2047	2,950.35	2,105.00	845.35	222,821.67
272	08/16/2047	2,950.35	2,112.91	837.44	220,708.76
273	09/16/2047	2,950.35	2,120.85	829.50	218,587.91
274	10/16/2047	2,950.35	2,128.82	821.53	216,459.09
275	11/16/2047	2,950.35	2,136.82	813.53	214,322.27
276	12/16/2047	2,950.35	2,144.86	805.49	212,177.41
277	01/16/2048	2,950.35	2,152.92	797.43	210,024.49
278	02/16/2048	2,950.35	2,161.01	789.34	207,863.48

279 03/16/2048	2,950.35	2,169.13	781.22	205,694.35
280 04/16/2048	2,950.35	2,177.28	773.07	203,517.07
281 05/16/2048	2,950.35	2,185.47	764.88	201,331.60
282 06/16/2048	2,950.35	2,193.68	756.67	199,137.92
283 07/16/2048	2,950.35	2,201.92	748.43	196,936.00
284 08/16/2048	2,950.35	2,210.20	740.15	194,725.80
285 09/16/2048	2,950.35	2,218.51	731.84	192,507.29
286 10/16/2048	2,950.35	2,226.84	723.51	190,280.45
287 11/16/2048	2,950.35	2,235.21	715.14	188,045.24
288 12/16/2048	2,950.35	2,243.61	706.74	185,801.63
289 01/16/2049	2,950.35	2,252.05	698.30	183,549.58
290 02/16/2049	2,950.35	2,260.51	689.84	181,289.07
291 03/16/2049	2,950.35	2,269.01	681.34	179,020.06
292 04/16/2049	2,950.35	2,277.53	672.82	176,742.53
293 05/16/2049	2,950.35	2,286.09	664.26	174,456.44
294 06/16/2049	2,950.35	2,294.68	655.67	172,161.76
295 07/16/2049	2,950.35	2,303.31	647.04	169,858.45
296 08/16/2049	2,950.35	2,311.97	638.38	167,546.48
297 09/16/2049	2,950.35	2,320.65	629.70	165,225.83
298 10/16/2049	2,950.35	2,329.38	620.97	162,896.45
299 11/16/2049	2,950.35	2,338.13	612.22	160,558.32
300 12/16/2049	2,950.35	2,346.92	603.43	158,211.40
301 01/16/2050	2,950.35	2,355.74	594.61	155,855.66
302 02/16/2050	2,950.35	2,364.59	585.76	153,491.07
303 03/16/2050	2,950.35	2,373.48	576.87	151,117.59
304 04/16/2050	2,950.35	2,382.40	567.95	148,735.19
305 05/16/2050	2,950.35	2,391.35	559.00	146,343.84
306 06/16/2050	2,950.35	2,400.34	550.01	143,943.50
307 07/16/2050	2,950.35	2,409.36	540.99	141,534.14
308 08/16/2050	2,950.35	2,418.42	531.93	139,115.72
309 09/16/2050	2,950.35	2,427.51	522.84	136,688.21
310 10/16/2050	2,950.35	2,436.63	513.72	134,251.58
311 11/16/2050	2,950.35	2,445.79	504.56	131,805.79
312 12/16/2050	2,950.35	2,454.98	495.37	129,350.81
313 01/16/2051	2,950.35	2,464.21	486.14	126,886.60
314 02/16/2051	2,950.35	2,473.47	476.88	124,413.13
315 03/16/2051	2,950.35	2,482.76	467.59	121,930.37
316 04/16/2051	2,950.35	2,492.10	458.25	119,438.27
317 05/16/2051	2,950.35	2,501.46	448.89	116,936.81
318 06/16/2051	2,950.35	2,510.86	439.49	114,425.95
319 07/16/2051	2,950.35	2,520.30	430.05	111,905.65
320 08/16/2051	2,950.35	2,529.77	420.58	109,375.88
321 09/16/2051	2,950.35	2,539.28	411.07	106,836.60
322 10/16/2051	2,950.35	2,548.82	401.53	104,287.78
323 11/16/2051	2,950.35	2,558.40	391.95	101,729.38
324 12/16/2051	2,950.35	2,568.02	382.33	99,161.36
325 01/16/2052	2,950.35	2,577.67	372.68	96,583.69
326 02/16/2052	2,950.35	2,587.36	362.99	93,996.33
327 03/16/2052	2,950.35	2,597.08	353.27	91,399.25

328	04/16/2052	2,950.35	2,606.84	343.51	88,792.41
329	05/16/2052	2,950.35	2,616.64	333.71	86,175.77
330	06/16/2052	2,950.35	2,626.47	323.88	83,549.30
331	07/16/2052	2,950.35	2,636.34	314.01	80,912.96
332	08/16/2052	2,950.35	2,646.25	304.10	78,266.71
333	09/16/2052	2,950.35	2,656.20	294.15	75,610.51
334	10/16/2052	2,950.35	2,666.18	284.17	72,944.33
335	11/16/2052	2,950.35	2,676.20	274.15	70,268.13
336	12/16/2052	2,950.35	2,686.26	264.09	67,581.87
337	01/16/2053	2,950.35	2,696.35	254.00	64,885.52
338	02/16/2053	2,950.35	2,706.49	243.86	62,179.03
339	03/16/2053	2,950.35	2,716.66	233.69	59,462.37
340	04/16/2053	2,950.35	2,726.87	223.48	56,735.50
341	05/16/2053	2,950.35	2,737.12	213.23	53,998.38
342	06/16/2053	2,950.35	2,747.41	202.94	51,250.97
343	07/16/2053	2,950.35	2,757.73	192.62	48,493.24
344	08/16/2053	2,950.35	2,768.10	182.25	45,725.14
345	09/16/2053	2,950.35	2,778.50	171.85	42,946.64
346	10/16/2053	2,950.35	2,788.94	161.41	40,157.70
347	11/16/2053	2,950.35	2,799.42	150.93	37,358.28
348	12/16/2053	2,950.35	2,809.95	140.40	34,548.33
349	01/16/2054	2,950.35	2,820.51	129.84	31,727.82
350	02/16/2054	2,950.35	2,831.11	119.24	28,896.71
351	03/16/2054	2,950.35	2,841.75	108.60	26,054.96
352	04/16/2054	2,950.35	2,852.43	97.92	23,202.53
353	05/16/2054	2,950.35	2,863.15	87.20	20,339.38
354	06/16/2054	2,950.35	2,873.91	76.44	17,465.47
355	07/16/2054	2,950.35	2,884.71	65.64	14,580.76
356	08/16/2054	2,950.35	2,895.55	54.80	11,685.21
357	09/16/2054	2,950.35	2,906.43	43.92	8,778.78
358	10/16/2054	2,950.35	2,917.36	32.99	5,861.42
359	11/16/2054	2,950.35	2,928.32	22.03	2,933.10
360	12/16/2054	2,944.12	2,933.10	11.02	0.00

1,062,119.77 581,600.67 480,519.10

The Corporation of The Municipality of Brockton

No. 2024-103

\$581,600.67

C A N A D A
Province of Ontario
The Corporation of The Municipality of Brockton

FULLY REGISTERED 4.51% AMORTIZING DEBENTURE

The Corporation of The Municipality of Brockton (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 (December 16, 2054), the principal amount of

FIVE HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED DOLLARS AND SIXTY SEVEN CENTS

----- (\$581,600.67) -----

by equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 monthly payments from the closing date (December 16, 2024), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 4.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and 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 any unpaid indebtedness under 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 Municipality of Brockton as at the 16th day of December, 2024.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2024-103 of the Municipality duly passed on the 10th day of December, 2024 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 16, 2024

Chris Peabody, Mayor

(Seal) _____

Patricia Serratore, 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 of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$581,600.67 dated December 16, 2024 and maturing on December 16, 2054 payable in equal monthly instalments of combined principal and interest on the sixteenth day of January and on the sixteenth day of each month thereafter, commencing on January 16, 2025 in each of the years 2025 to 2054, 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 Land Tribunal 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.

December 16, 2024

Miller Thomson LLP [no signature required]

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 monthly instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the 16th day of January and the 16th day of each month thereafter, commencing on January 16, 2025 and ending on December 16, 2054 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 monthly 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, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality 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 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 transferor, 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 or rate offer agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

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 Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following 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 those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming monthly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan.....: 3004
 Name.....: Brockton, The Corporation of The Municipality of
 Principal: 581,600.67
 Rate.....: 04.5100
 Term.....: 360
 Compound.: Month
 Matures..: 12/16/2054

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/16/2025	2,950.35	764.50	2,185.85	580,836.17
2	02/16/2025	2,950.35	767.37	2,182.98	580,068.80
3	03/16/2025	2,950.35	770.26	2,180.09	579,298.54
4	04/16/2025	2,950.35	773.15	2,177.20	578,525.39
5	05/16/2025	2,950.35	776.06	2,174.29	577,749.33
6	06/16/2025	2,950.35	778.98	2,171.37	576,970.35
7	07/16/2025	2,950.35	781.90	2,168.45	576,188.45
8	08/16/2025	2,950.35	784.84	2,165.51	575,403.61
9	09/16/2025	2,950.35	787.79	2,162.56	574,615.82
10	10/16/2025	2,950.35	790.75	2,159.60	573,825.07
11	11/16/2025	2,950.35	793.72	2,156.63	573,031.35
12	12/16/2025	2,950.35	796.71	2,153.64	572,234.64
13	01/16/2026	2,950.35	799.70	2,150.65	571,434.94
14	02/16/2026	2,950.35	802.71	2,147.64	570,632.23
15	03/16/2026	2,950.35	805.72	2,144.63	569,826.51
16	04/16/2026	2,950.35	808.75	2,141.60	569,017.76
17	05/16/2026	2,950.35	811.79	2,138.56	568,205.97
18	06/16/2026	2,950.35	814.84	2,135.51	567,391.13
19	07/16/2026	2,950.35	817.91	2,132.44	566,573.22
20	08/16/2026	2,950.35	820.98	2,129.37	565,752.24
21	09/16/2026	2,950.35	824.06	2,126.29	564,928.18
22	10/16/2026	2,950.35	827.16	2,123.19	564,101.02
23	11/16/2026	2,950.35	830.27	2,120.08	563,270.75
24	12/16/2026	2,950.35	833.39	2,116.96	562,437.36
25	01/16/2027	2,950.35	836.52	2,113.83	561,600.84
26	02/16/2027	2,950.35	839.67	2,110.68	560,761.17
27	03/16/2027	2,950.35	842.82	2,107.53	559,918.35
28	04/16/2027	2,950.35	845.99	2,104.36	559,072.36
29	05/16/2027	2,950.35	849.17	2,101.18	558,223.19
30	06/16/2027	2,950.35	852.36	2,097.99	557,370.83
31	07/16/2027	2,950.35	855.56	2,094.79	556,515.27
32	08/16/2027	2,950.35	858.78	2,091.57	555,656.49
33	09/16/2027	2,950.35	862.01	2,088.34	554,794.48
34	10/16/2027	2,950.35	865.25	2,085.10	553,929.23
35	11/16/2027	2,950.35	868.50	2,081.85	553,060.73
36	12/16/2027	2,950.35	871.76	2,078.59	552,188.97
37	01/16/2028	2,950.35	875.04	2,075.31	551,313.93
38	02/16/2028	2,950.35	878.33	2,072.02	550,435.60
39	03/16/2028	2,950.35	881.63	2,068.72	549,553.97

40	04/16/2028	2,950.35	884.94	2,065.41	548,669.03
41	05/16/2028	2,950.35	888.27	2,062.08	547,780.76
42	06/16/2028	2,950.35	891.61	2,058.74	546,889.15
43	07/16/2028	2,950.35	894.96	2,055.39	545,994.19
44	08/16/2028	2,950.35	898.32	2,052.03	545,095.87
45	09/16/2028	2,950.35	901.70	2,048.65	544,194.17
46	10/16/2028	2,950.35	905.09	2,045.26	543,289.08
47	11/16/2028	2,950.35	908.49	2,041.86	542,380.59
48	12/16/2028	2,950.35	911.90	2,038.45	541,468.69
49	01/16/2029	2,950.35	915.33	2,035.02	540,553.36
50	02/16/2029	2,950.35	918.77	2,031.58	539,634.59
51	03/16/2029	2,950.35	922.22	2,028.13	538,712.37
52	04/16/2029	2,950.35	925.69	2,024.66	537,786.68
53	05/16/2029	2,950.35	929.17	2,021.18	536,857.51
54	06/16/2029	2,950.35	932.66	2,017.69	535,924.85
55	07/16/2029	2,950.35	936.17	2,014.18	534,988.68
56	08/16/2029	2,950.35	939.68	2,010.67	534,049.00
57	09/16/2029	2,950.35	943.22	2,007.13	533,105.78
58	10/16/2029	2,950.35	946.76	2,003.59	532,159.02
59	11/16/2029	2,950.35	950.32	2,000.03	531,208.70
60	12/16/2029	2,950.35	953.89	1,996.46	530,254.81
61	01/16/2030	2,950.35	957.48	1,992.87	529,297.33
62	02/16/2030	2,950.35	961.07	1,989.28	528,336.26
63	03/16/2030	2,950.35	964.69	1,985.66	527,371.57
64	04/16/2030	2,950.35	968.31	1,982.04	526,403.26
65	05/16/2030	2,950.35	971.95	1,978.40	525,431.31
66	06/16/2030	2,950.35	975.60	1,974.75	524,455.71
67	07/16/2030	2,950.35	979.27	1,971.08	523,476.44
68	08/16/2030	2,950.35	982.95	1,967.40	522,493.49
69	09/16/2030	2,950.35	986.65	1,963.70	521,506.84
70	10/16/2030	2,950.35	990.35	1,960.00	520,516.49
71	11/16/2030	2,950.35	994.08	1,956.27	519,522.41
72	12/16/2030	2,950.35	997.81	1,952.54	518,524.60
73	01/16/2031	2,950.35	1,001.56	1,948.79	517,523.04
74	02/16/2031	2,950.35	1,005.33	1,945.02	516,517.71
75	03/16/2031	2,950.35	1,009.10	1,941.25	515,508.61
76	04/16/2031	2,950.35	1,012.90	1,937.45	514,495.71
77	05/16/2031	2,950.35	1,016.70	1,933.65	513,479.01
78	06/16/2031	2,950.35	1,020.52	1,929.83	512,458.49
79	07/16/2031	2,950.35	1,024.36	1,925.99	511,434.13
80	08/16/2031	2,950.35	1,028.21	1,922.14	510,405.92
81	09/16/2031	2,950.35	1,032.07	1,918.28	509,373.85
82	10/16/2031	2,950.35	1,035.95	1,914.40	508,337.90
83	11/16/2031	2,950.35	1,039.85	1,910.50	507,298.05
84	12/16/2031	2,950.35	1,043.75	1,906.60	506,254.30
85	01/16/2032	2,950.35	1,047.68	1,902.67	505,206.62
86	02/16/2032	2,950.35	1,051.62	1,898.73	504,155.00
87	03/16/2032	2,950.35	1,055.57	1,894.78	503,099.43
88	04/16/2032	2,950.35	1,059.53	1,890.82	502,039.90

89	05/16/2032	2,950.35	1,063.52	1,886.83	500,976.38
90	06/16/2032	2,950.35	1,067.51	1,882.84	499,908.87
91	07/16/2032	2,950.35	1,071.53	1,878.82	498,837.34
92	08/16/2032	2,950.35	1,075.55	1,874.80	497,761.79
93	09/16/2032	2,950.35	1,079.60	1,870.75	496,682.19
94	10/16/2032	2,950.35	1,083.65	1,866.70	495,598.54
95	11/16/2032	2,950.35	1,087.73	1,862.62	494,510.81
96	12/16/2032	2,950.35	1,091.81	1,858.54	493,419.00
97	01/16/2033	2,950.35	1,095.92	1,854.43	492,323.08
98	02/16/2033	2,950.35	1,100.04	1,850.31	491,223.04
99	03/16/2033	2,950.35	1,104.17	1,846.18	490,118.87
100	04/16/2033	2,950.35	1,108.32	1,842.03	489,010.55
101	05/16/2033	2,950.35	1,112.49	1,837.86	487,898.06
102	06/16/2033	2,950.35	1,116.67	1,833.68	486,781.39
103	07/16/2033	2,950.35	1,120.86	1,829.49	485,660.53
104	08/16/2033	2,950.35	1,125.08	1,825.27	484,535.45
105	09/16/2033	2,950.35	1,129.30	1,821.05	483,406.15
106	10/16/2033	2,950.35	1,133.55	1,816.80	482,272.60
107	11/16/2033	2,950.35	1,137.81	1,812.54	481,134.79
108	12/16/2033	2,950.35	1,142.09	1,808.26	479,992.70
109	01/16/2034	2,950.35	1,146.38	1,803.97	478,846.32
110	02/16/2034	2,950.35	1,150.69	1,799.66	477,695.63
111	03/16/2034	2,950.35	1,155.01	1,795.34	476,540.62
112	04/16/2034	2,950.35	1,159.35	1,791.00	475,381.27
113	05/16/2034	2,950.35	1,163.71	1,786.64	474,217.56
114	06/16/2034	2,950.35	1,168.08	1,782.27	473,049.48
115	07/16/2034	2,950.35	1,172.47	1,777.88	471,877.01
116	08/16/2034	2,950.35	1,176.88	1,773.47	470,700.13
117	09/16/2034	2,950.35	1,181.30	1,769.05	469,518.83
118	10/16/2034	2,950.35	1,185.74	1,764.61	468,333.09
119	11/16/2034	2,950.35	1,190.20	1,760.15	467,142.89
120	12/16/2034	2,950.35	1,194.67	1,755.68	465,948.22
121	01/16/2035	2,950.35	1,199.16	1,751.19	464,749.06
122	02/16/2035	2,950.35	1,203.67	1,746.68	463,545.39
123	03/16/2035	2,950.35	1,208.19	1,742.16	462,337.20
124	04/16/2035	2,950.35	1,212.73	1,737.62	461,124.47
125	05/16/2035	2,950.35	1,217.29	1,733.06	459,907.18
126	06/16/2035	2,950.35	1,221.87	1,728.48	458,685.31
127	07/16/2035	2,950.35	1,226.46	1,723.89	457,458.85
128	08/16/2035	2,950.35	1,231.07	1,719.28	456,227.78
129	09/16/2035	2,950.35	1,235.69	1,714.66	454,992.09
130	10/16/2035	2,950.35	1,240.34	1,710.01	453,751.75
131	11/16/2035	2,950.35	1,245.00	1,705.35	452,506.75
132	12/16/2035	2,950.35	1,249.68	1,700.67	451,257.07
133	01/16/2036	2,950.35	1,254.38	1,695.97	450,002.69
134	02/16/2036	2,950.35	1,259.09	1,691.26	448,743.60
135	03/16/2036	2,950.35	1,263.82	1,686.53	447,479.78
136	04/16/2036	2,950.35	1,268.57	1,681.78	446,211.21
137	05/16/2036	2,950.35	1,273.34	1,677.01	444,937.87

138	06/16/2036	2,950.35	1,278.13	1,672.22	443,659.74
139	07/16/2036	2,950.35	1,282.93	1,667.42	442,376.81
140	08/16/2036	2,950.35	1,287.75	1,662.60	441,089.06
141	09/16/2036	2,950.35	1,292.59	1,657.76	439,796.47
142	10/16/2036	2,950.35	1,297.45	1,652.90	438,499.02
143	11/16/2036	2,950.35	1,302.32	1,648.03	437,196.70
144	12/16/2036	2,950.35	1,307.22	1,643.13	435,889.48
145	01/16/2037	2,950.35	1,312.13	1,638.22	434,577.35
146	02/16/2037	2,950.35	1,317.06	1,633.29	433,260.29
147	03/16/2037	2,950.35	1,322.01	1,628.34	431,938.28
148	04/16/2037	2,950.35	1,326.98	1,623.37	430,611.30
149	05/16/2037	2,950.35	1,331.97	1,618.38	429,279.33
150	06/16/2037	2,950.35	1,336.98	1,613.37	427,942.35
151	07/16/2037	2,950.35	1,342.00	1,608.35	426,600.35
152	08/16/2037	2,950.35	1,347.04	1,603.31	425,253.31
153	09/16/2037	2,950.35	1,352.11	1,598.24	423,901.20
154	10/16/2037	2,950.35	1,357.19	1,593.16	422,544.01
155	11/16/2037	2,950.35	1,362.29	1,588.06	421,181.72
156	12/16/2037	2,950.35	1,367.41	1,582.94	419,814.31
157	01/16/2038	2,950.35	1,372.55	1,577.80	418,441.76
158	02/16/2038	2,950.35	1,377.71	1,572.64	417,064.05
159	03/16/2038	2,950.35	1,382.88	1,567.47	415,681.17
160	04/16/2038	2,950.35	1,388.08	1,562.27	414,293.09
161	05/16/2038	2,950.35	1,393.30	1,557.05	412,899.79
162	06/16/2038	2,950.35	1,398.53	1,551.82	411,501.26
163	07/16/2038	2,950.35	1,403.79	1,546.56	410,097.47
164	08/16/2038	2,950.35	1,409.07	1,541.28	408,688.40
165	09/16/2038	2,950.35	1,414.36	1,535.99	407,274.04
166	10/16/2038	2,950.35	1,419.68	1,530.67	405,854.36
167	11/16/2038	2,950.35	1,425.01	1,525.34	404,429.35
168	12/16/2038	2,950.35	1,430.37	1,519.98	402,998.98
169	01/16/2039	2,950.35	1,435.75	1,514.60	401,563.23
170	02/16/2039	2,950.35	1,441.14	1,509.21	400,122.09
171	03/16/2039	2,950.35	1,446.56	1,503.79	398,675.53
172	04/16/2039	2,950.35	1,451.99	1,498.36	397,223.54
173	05/16/2039	2,950.35	1,457.45	1,492.90	395,766.09
174	06/16/2039	2,950.35	1,462.93	1,487.42	394,303.16
175	07/16/2039	2,950.35	1,468.43	1,481.92	392,834.73
176	08/16/2039	2,950.35	1,473.95	1,476.40	391,360.78
177	09/16/2039	2,950.35	1,479.49	1,470.86	389,881.29
178	10/16/2039	2,950.35	1,485.05	1,465.30	388,396.24
179	11/16/2039	2,950.35	1,490.63	1,459.72	386,905.61
180	12/16/2039	2,950.35	1,496.23	1,454.12	385,409.38
181	01/16/2040	2,950.35	1,501.85	1,448.50	383,907.53
182	02/16/2040	2,950.35	1,507.50	1,442.85	382,400.03
183	03/16/2040	2,950.35	1,513.16	1,437.19	380,886.87
184	04/16/2040	2,950.35	1,518.85	1,431.50	379,368.02
185	05/16/2040	2,950.35	1,524.56	1,425.79	377,843.46
186	06/16/2040	2,950.35	1,530.29	1,420.06	376,313.17

187 07/16/2040	2,950.35	1,536.04	1,414.31	374,777.13
188 08/16/2040	2,950.35	1,541.81	1,408.54	373,235.32
189 09/16/2040	2,950.35	1,547.61	1,402.74	371,687.71
190 10/16/2040	2,950.35	1,553.42	1,396.93	370,134.29
191 11/16/2040	2,950.35	1,559.26	1,391.09	368,575.03
192 12/16/2040	2,950.35	1,565.12	1,385.23	367,009.91
193 01/16/2041	2,950.35	1,571.00	1,379.35	365,438.91
194 02/16/2041	2,950.35	1,576.91	1,373.44	363,862.00
195 03/16/2041	2,950.35	1,582.84	1,367.51	362,279.16
196 04/16/2041	2,950.35	1,588.78	1,361.57	360,690.38
197 05/16/2041	2,950.35	1,594.76	1,355.59	359,095.62
198 06/16/2041	2,950.35	1,600.75	1,349.60	357,494.87
199 07/16/2041	2,950.35	1,606.77	1,343.58	355,888.10
200 08/16/2041	2,950.35	1,612.80	1,337.55	354,275.30
201 09/16/2041	2,950.35	1,618.87	1,331.48	352,656.43
202 10/16/2041	2,950.35	1,624.95	1,325.40	351,031.48
203 11/16/2041	2,950.35	1,631.06	1,319.29	349,400.42
204 12/16/2041	2,950.35	1,637.19	1,313.16	347,763.23
205 01/16/2042	2,950.35	1,643.34	1,307.01	346,119.89
206 02/16/2042	2,950.35	1,649.52	1,300.83	344,470.37
207 03/16/2042	2,950.35	1,655.72	1,294.63	342,814.65
208 04/16/2042	2,950.35	1,661.94	1,288.41	341,152.71
209 05/16/2042	2,950.35	1,668.18	1,282.17	339,484.53
210 06/16/2042	2,950.35	1,674.45	1,275.90	337,810.08
211 07/16/2042	2,950.35	1,680.75	1,269.60	336,129.33
212 08/16/2042	2,950.35	1,687.06	1,263.29	334,442.27
213 09/16/2042	2,950.35	1,693.40	1,256.95	332,748.87
214 10/16/2042	2,950.35	1,699.77	1,250.58	331,049.10
215 11/16/2042	2,950.35	1,706.16	1,244.19	329,342.94
216 12/16/2042	2,950.35	1,712.57	1,237.78	327,630.37
217 01/16/2043	2,950.35	1,719.01	1,231.34	325,911.36
218 02/16/2043	2,950.35	1,725.47	1,224.88	324,185.89
219 03/16/2043	2,950.35	1,731.95	1,218.40	322,453.94
220 04/16/2043	2,950.35	1,738.46	1,211.89	320,715.48
221 05/16/2043	2,950.35	1,744.99	1,205.36	318,970.49
222 06/16/2043	2,950.35	1,751.55	1,198.80	317,218.94
223 07/16/2043	2,950.35	1,758.14	1,192.21	315,460.80
224 08/16/2043	2,950.35	1,764.74	1,185.61	313,696.06
225 09/16/2043	2,950.35	1,771.38	1,178.97	311,924.68
226 10/16/2043	2,950.35	1,778.03	1,172.32	310,146.65
227 11/16/2043	2,950.35	1,784.72	1,165.63	308,361.93
228 12/16/2043	2,950.35	1,791.42	1,158.93	306,570.51
229 01/16/2044	2,950.35	1,798.16	1,152.19	304,772.35
230 02/16/2044	2,950.35	1,804.91	1,145.44	302,967.44
231 03/16/2044	2,950.35	1,811.70	1,138.65	301,155.74
232 04/16/2044	2,950.35	1,818.51	1,131.84	299,337.23
233 05/16/2044	2,950.35	1,825.34	1,125.01	297,511.89
234 06/16/2044	2,950.35	1,832.20	1,118.15	295,679.69
235 07/16/2044	2,950.35	1,839.09	1,111.26	293,840.60

236	08/16/2044	2,950.35	1,846.00	1,104.35	291,994.60
237	09/16/2044	2,950.35	1,852.94	1,097.41	290,141.66
238	10/16/2044	2,950.35	1,859.90	1,090.45	288,281.76
239	11/16/2044	2,950.35	1,866.89	1,083.46	286,414.87
240	12/16/2044	2,950.35	1,873.91	1,076.44	284,540.96
241	01/16/2045	2,950.35	1,880.95	1,069.40	282,660.01
242	02/16/2045	2,950.35	1,888.02	1,062.33	280,771.99
243	03/16/2045	2,950.35	1,895.12	1,055.23	278,876.87
244	04/16/2045	2,950.35	1,902.24	1,048.11	276,974.63
245	05/16/2045	2,950.35	1,909.39	1,040.96	275,065.24
246	06/16/2045	2,950.35	1,916.56	1,033.79	273,148.68
247	07/16/2045	2,950.35	1,923.77	1,026.58	271,224.91
248	08/16/2045	2,950.35	1,931.00	1,019.35	269,293.91
249	09/16/2045	2,950.35	1,938.25	1,012.10	267,355.66
250	10/16/2045	2,950.35	1,945.54	1,004.81	265,410.12
251	11/16/2045	2,950.35	1,952.85	997.50	263,457.27
252	12/16/2045	2,950.35	1,960.19	990.16	261,497.08
253	01/16/2046	2,950.35	1,967.56	982.79	259,529.52
254	02/16/2046	2,950.35	1,974.95	975.40	257,554.57
255	03/16/2046	2,950.35	1,982.37	967.98	255,572.20
256	04/16/2046	2,950.35	1,989.82	960.53	253,582.38
257	05/16/2046	2,950.35	1,997.30	953.05	251,585.08
258	06/16/2046	2,950.35	2,004.81	945.54	249,580.27
259	07/16/2046	2,950.35	2,012.34	938.01	247,567.93
260	08/16/2046	2,950.35	2,019.91	930.44	245,548.02
261	09/16/2046	2,950.35	2,027.50	922.85	243,520.52
262	10/16/2046	2,950.35	2,035.12	915.23	241,485.40
263	11/16/2046	2,950.35	2,042.77	907.58	239,442.63
264	12/16/2046	2,950.35	2,050.44	899.91	237,392.19
265	01/16/2047	2,950.35	2,058.15	892.20	235,334.04
266	02/16/2047	2,950.35	2,065.89	884.46	233,268.15
267	03/16/2047	2,950.35	2,073.65	876.70	231,194.50
268	04/16/2047	2,950.35	2,081.44	868.91	229,113.06
269	05/16/2047	2,950.35	2,089.27	861.08	227,023.79
270	06/16/2047	2,950.35	2,097.12	853.23	224,926.67
271	07/16/2047	2,950.35	2,105.00	845.35	222,821.67
272	08/16/2047	2,950.35	2,112.91	837.44	220,708.76
273	09/16/2047	2,950.35	2,120.85	829.50	218,587.91
274	10/16/2047	2,950.35	2,128.82	821.53	216,459.09
275	11/16/2047	2,950.35	2,136.82	813.53	214,322.27
276	12/16/2047	2,950.35	2,144.86	805.49	212,177.41
277	01/16/2048	2,950.35	2,152.92	797.43	210,024.49
278	02/16/2048	2,950.35	2,161.01	789.34	207,863.48
279	03/16/2048	2,950.35	2,169.13	781.22	205,694.35
280	04/16/2048	2,950.35	2,177.28	773.07	203,517.07
281	05/16/2048	2,950.35	2,185.47	764.88	201,331.60
282	06/16/2048	2,950.35	2,193.68	756.67	199,137.92
283	07/16/2048	2,950.35	2,201.92	748.43	196,936.00
284	08/16/2048	2,950.35	2,210.20	740.15	194,725.80

285	09/16/2048	2,950.35	2,218.51	731.84	192,507.29
286	10/16/2048	2,950.35	2,226.84	723.51	190,280.45
287	11/16/2048	2,950.35	2,235.21	715.14	188,045.24
288	12/16/2048	2,950.35	2,243.61	706.74	185,801.63
289	01/16/2049	2,950.35	2,252.05	698.30	183,549.58
290	02/16/2049	2,950.35	2,260.51	689.84	181,289.07
291	03/16/2049	2,950.35	2,269.01	681.34	179,020.06
292	04/16/2049	2,950.35	2,277.53	672.82	176,742.53
293	05/16/2049	2,950.35	2,286.09	664.26	174,456.44
294	06/16/2049	2,950.35	2,294.68	655.67	172,161.76
295	07/16/2049	2,950.35	2,303.31	647.04	169,858.45
296	08/16/2049	2,950.35	2,311.97	638.38	167,546.48
297	09/16/2049	2,950.35	2,320.65	629.70	165,225.83
298	10/16/2049	2,950.35	2,329.38	620.97	162,896.45
299	11/16/2049	2,950.35	2,338.13	612.22	160,558.32
300	12/16/2049	2,950.35	2,346.92	603.43	158,211.40
301	01/16/2050	2,950.35	2,355.74	594.61	155,855.66
302	02/16/2050	2,950.35	2,364.59	585.76	153,491.07
303	03/16/2050	2,950.35	2,373.48	576.87	151,117.59
304	04/16/2050	2,950.35	2,382.40	567.95	148,735.19
305	05/16/2050	2,950.35	2,391.35	559.00	146,343.84
306	06/16/2050	2,950.35	2,400.34	550.01	143,943.50
307	07/16/2050	2,950.35	2,409.36	540.99	141,534.14
308	08/16/2050	2,950.35	2,418.42	531.93	139,115.72
309	09/16/2050	2,950.35	2,427.51	522.84	136,688.21
310	10/16/2050	2,950.35	2,436.63	513.72	134,251.58
311	11/16/2050	2,950.35	2,445.79	504.56	131,805.79
312	12/16/2050	2,950.35	2,454.98	495.37	129,350.81
313	01/16/2051	2,950.35	2,464.21	486.14	126,886.60
314	02/16/2051	2,950.35	2,473.47	476.88	124,413.13
315	03/16/2051	2,950.35	2,482.76	467.59	121,930.37
316	04/16/2051	2,950.35	2,492.10	458.25	119,438.27
317	05/16/2051	2,950.35	2,501.46	448.89	116,936.81
318	06/16/2051	2,950.35	2,510.86	439.49	114,425.95
319	07/16/2051	2,950.35	2,520.30	430.05	111,905.65
320	08/16/2051	2,950.35	2,529.77	420.58	109,375.88
321	09/16/2051	2,950.35	2,539.28	411.07	106,836.60
322	10/16/2051	2,950.35	2,548.82	401.53	104,287.78
323	11/16/2051	2,950.35	2,558.40	391.95	101,729.38
324	12/16/2051	2,950.35	2,568.02	382.33	99,161.36
325	01/16/2052	2,950.35	2,577.67	372.68	96,583.69
326	02/16/2052	2,950.35	2,587.36	362.99	93,996.33
327	03/16/2052	2,950.35	2,597.08	353.27	91,399.25
328	04/16/2052	2,950.35	2,606.84	343.51	88,792.41
329	05/16/2052	2,950.35	2,616.64	333.71	86,175.77
330	06/16/2052	2,950.35	2,626.47	323.88	83,549.30
331	07/16/2052	2,950.35	2,636.34	314.01	80,912.96
332	08/16/2052	2,950.35	2,646.25	304.10	78,266.71
333	09/16/2052	2,950.35	2,656.20	294.15	75,610.51

334	10/16/2052	2,950.35	2,666.18	284.17	72,944.33
335	11/16/2052	2,950.35	2,676.20	274.15	70,268.13
336	12/16/2052	2,950.35	2,686.26	264.09	67,581.87
337	01/16/2053	2,950.35	2,696.35	254.00	64,885.52
338	02/16/2053	2,950.35	2,706.49	243.86	62,179.03
339	03/16/2053	2,950.35	2,716.66	233.69	59,462.37
340	04/16/2053	2,950.35	2,726.87	223.48	56,735.50
341	05/16/2053	2,950.35	2,737.12	213.23	53,998.38
342	06/16/2053	2,950.35	2,747.41	202.94	51,250.97
343	07/16/2053	2,950.35	2,757.73	192.62	48,493.24
344	08/16/2053	2,950.35	2,768.10	182.25	45,725.14
345	09/16/2053	2,950.35	2,778.50	171.85	42,946.64
346	10/16/2053	2,950.35	2,788.94	161.41	40,157.70
347	11/16/2053	2,950.35	2,799.42	150.93	37,358.28
348	12/16/2053	2,950.35	2,809.95	140.40	34,548.33
349	01/16/2054	2,950.35	2,820.51	129.84	31,727.82
350	02/16/2054	2,950.35	2,831.11	119.24	28,896.71
351	03/16/2054	2,950.35	2,841.75	108.60	26,054.96
352	04/16/2054	2,950.35	2,852.43	97.92	23,202.53
353	05/16/2054	2,950.35	2,863.15	87.20	20,339.38
354	06/16/2054	2,950.35	2,873.91	76.44	17,465.47
355	07/16/2054	2,950.35	2,884.71	65.64	14,580.76
356	08/16/2054	2,950.35	2,895.55	54.80	11,685.21
357	09/16/2054	2,950.35	2,906.43	43.92	8,778.78
358	10/16/2054	2,950.35	2,917.36	32.99	5,861.42
359	11/16/2054	2,950.35	2,928.32	22.03	2,933.10
360	12/16/2054	2,944.12	2,933.10	11.02	0.00

1,062,119.77	581,600.67	480,519.10
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CERTIFICATE OF THE CLERK

To: Miller Thomson LLP

And To: OILC

IN THE MATTER OF an issue of a 30 years, 4.51 % amortizing debenture of The Corporation of The Municipality of Brockton (the "**Municipality**") in the principal amount of \$581,600.67 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2024-103 (the "**Debenture By-law**");

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

I, Fiona Hamilton, 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 December 10, 2024 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 Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal pursuant to the 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-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect. Moreover, the Mayor has not provided written notice to the Council of the Municipality of an intent to consider vetoing the Debenture By-law and no written veto document in respect of the Debenture By-law has been given to the Clerk.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.
6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) 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-law(s) have been previously issued.
8. 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-law(s) 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.
9. The Authorizing By-law(s) 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 Municipality of Brockton as at the 16th day of December, 2024.

[AFFIX SEAL]

Fiona Hamilton, Clerk

CERTIFICATE OF THE TREASURER

To: Miller Thomson LLP

And To: OILC

IN THE MATTER OF an issue of a 30 years, 4.51% amortizing debenture of The Corporation of The Municipality of Brockton (the “**Municipality**”) in the principal amount of \$581,600.67, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2024-103 (the “**Debenture By-law**”);

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

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the March 14, 2023 (the “**Financing Agreement**”). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Patricia Serratore, Treasurer of the Municipality, **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 work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), 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(s), each such additional cost amount and each such additional debenture authority (if any), 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(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Ontario Land Tribunal 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.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were 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 relevant Public Sector Accounting Board.

5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.
6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).
8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).
9. 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*.
10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.
11. On or before 16th day of December, 2024, I as Treasurer, signed the fully registered amortizing debenture numbered 2024-103 in the principal amount of \$581,600.67 dated December 16, 2024, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
12. On or before December 16, 2024, the OILC Debenture was signed by Chris Peabody, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
13. The said Chris Peabody, is the duly elected 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.
14. 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 Mayor or myself as Treasurer of the Municipality, and no proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

DATED at The Corporation of The Municipality of Brockton as at the 16th day of December, 2024.

Patricia Serratore
Treasurer

I, Fiona Hamilton, Clerk of the Municipality do hereby certify that the signature of Patricia Serratore, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Fiona Hamilton
Clerk