

Three Hundred Ninety Six Thousand Seven Hundred Dollars (\$1,396,700.00), in Canadian dollars and/or the equivalent there to and at such interest and with such discounts or premiums and expense as the Authority may deem consistent with the money market for the sale of securities of the Authority.

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chair and the Treasurer of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times that the Trustees of the Authority may request, enter into and deliver to the Authority one or more Agreements which said Agreement or Agreements shall be substantially in the form annexed hereto as "Schedule 'A'" and made part of the Bylaw (such Agreement or Agreements as may be entered into, delivered or substituted hereinafter referred to as "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian dollars or as the Authority shall determine and subject to the Local Government Act, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligation incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chair and Treasurer.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. If during the currency of the obligation incurred under the said Agreement to secure borrowings in respect of Bylaws 878, 894, 897 and 920 the anticipated revenues accruing to the Regional District from the operation of Gellatly Sewer #501, Glenrosa Sewer #103, Works and Services #201 Westbank, and Mount Boucherie Sewer #305 are insufficient to meet the annual repayment of interest and the repayment of principal in any year, there shall be requisitioned an amount sufficient to meet any such insufficiency.
8. The Regional District shall provide and pay over to the Authority such sums as required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.

9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the Municipal Finance Authority Act, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to Section 15 of the Municipal Finance Authority of British Columbia Act, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

10. This bylaw may be cited as "Regional District of Central Okanagan Security Issuing Bylaw No. 931, 2001".


READ A FIRST TIME THIS 16th DAY OF July, 2001.

READ A SECOND TIME THIS 16th DAY OF July 2001.

READ A THIRD TIME THIS 16th DAY OF July 2001.

Approved by the Inspector of Municipalities this 31st day of July, 2001.

RECONSIDERED AND ADOPTED THIS 13th DAY OF August, 2001.



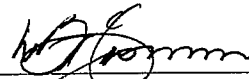
CHAIRPERSON



DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 931 cited as the "Regional District of Central Okanagan Security Issuing Bylaw No. 931 , 2001" as read a third time by the Regional Board on the 16th day of July, 2001.

Dated at Kelowna, B.C. this
18th day of July, 2001.



DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 931 cited as the "Regional District of Central Okanagan Security Issuing Bylaw No. 931, 2001", as adopted by the Regional Board on the 13th day of August 2001.

Dated at Kelowna, B.C. this
14th day of August, 2001



DIRECTOR OF CORPORATE SERVICES

SCHEDULE 'A'

CANADA

PROVINCE OF BRITISH COLUMBIA

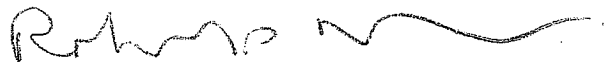
AGREEMENT

REGIONAL DISTRICT OF CENTRAL OKANAGAN

The Regional District of Central Okanagan (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia the sum of One Million Three Hundred Ninety Six Thousand Seven Hundred Dollars (\$1,396,700.00) in lawful money of Canada, together with interest thereon from the day of 2001, at varying rates of interest calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the day of 2001, provided in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to satisfy the obligations of the Regional District to the Authority.

Dated at Kelowna, British Columbia, this day of , 2001.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 931 cited as "Regional District of Central Okanagan Security Issuing Bylaw No. 931 , 2001". This Agreement is sealed with the Corporate Seal of the Regional District of Central Okanagan and signed by the Chairperson and Treasurer thereof.



CHAIRPERSON

TREASURER

Pursuant to the "Local Government Act", I hereby certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

INSPECTOR OF MUNICIPALITIES



No. _____

Statutory Approval

Under the provisions of section _____ 833


of the _____ *Local Government Act*

I hereby approve Bylaw No. _____ 931

of _____ the Regional District of Central Okanagan _____,

a copy of which is attached hereto.

Dated this *31st* day
of *July*, 2001



Deputy Inspector of Municipalities

CANADA:
Province of British Columbia }



No. 15016

Certificate of Approval

In pursuance of the Local Government Act, I hereby certify that the within by-law, being Bylaw No. 931 cited as "Regional District of Central Okanagan Security Issuing Bylaw No. 931, 2001" of the Regional District of Central Okanagan,

has been lawfully and validly made and enacted, and that its validity is not open to be questioned on any ground whatever in any of the Courts of the Province of British Columbia.

Dated this twenty-first *day*
of August, 2001

Deputy  Inspector of Municipalities of British Columbia