

SECOND SUPPLEMENTAL TRUST INDENTURE

This Second Supplemental Trust Indenture is entered into as of the 1st day of February, 2022 between:

TRANSCONTINENTAL INC., a corporation created and existing under the laws of Canada (the "**Issuer**")

- and -

TSX TRUST COMPANY, a trust company existing under the laws of Canada (the "**Trustee**")

WITNESSETH THAT:

WHEREAS the Issuer and AST Trust Company (Canada) entered into a trust indenture dated as of July 12th, 2021 (the "**Indenture**") to provide for the creation and issuance of senior unsecured notes;

AND WHEREAS on or about September 1, 2021, AST Trust Company (Canada) amalgamated with TSX Trust Company to form "TSX Trust Company", such that pursuant to Section 13.12 of the Indenture, TSX Trust Company, as the successor corporation, now acts as the successor Trustee;

AND WHEREAS Section 13.12 of the Indenture provides that any corporation into which the Trustee may be merged or with which it may be amalgamated or consolidated, or any corporation resulting from any merger, amalgamation or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee under the Indenture, provided such corporation shall be otherwise qualified and eligible under Article 13 of the Indenture, without the execution or filing of any instrument or any further act on the part of any of the parties to the Indenture;

AND WHEREAS Section 14.3 of the Indenture provides that the Trustee may enter into indentures supplemental to the Indenture;

AND WHEREAS the Issuer has determined to create and issue a second series of Notes to be designated as "Series 2 2.667% Senior Unsecured Notes" due February 3, 2025 (the "**Series 2 Notes**") and to enter into this second supplemental trust indenture (this "**Supplemental Indenture**") with the Trustee to provide for such creation and issuance of the Series 2 Notes;

AND WHEREAS the Issuer wishes that TSX Trust Company continue to act as the Trustee under the Indenture and under this Supplemental Indenture, and TSX Trust Company confirms its acceptance of such appointment and as the successor to AST Trust Company (Canada), will fully assume, perform and discharge all obligations of AST Trust Company (Canada) under the Indenture as if it was an original party thereto;

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Supplemental Indenture, to make the same effective and binding upon the Issuer, and to make the Series 2 Notes, when certified by the Trustee and issued as provided in the Indenture and this Supplemental Indenture, valid, binding and legal obligations of the Issuer with the benefit and subject to the terms of the Indenture and this Supplemental Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Issuer and not by the Trustee.

NOW THEREFORE it is hereby covenanted, agreed and declared as set forth below.

ARTICLE 1 DEFINITIONS AND AMENDMENTS TO INDENTURE

1.1 Definitions

- (a) All capitalized terms used but not defined herein shall have the meanings given to them in the Indenture. All references to "AST Trust Company (Canada)" or "the Trustee" in the Indenture shall be deemed to be references to "TSX Trust Company".
- (b) In this Supplemental Indenture and in the Series 2 Notes, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the respective meanings indicated:

"Canada Yield Price" means a price for the Series 2 Notes being redeemed, calculated at 10:00 a.m. (Montreal time) on the Business Day preceding the date on which the Issuer issues a notice of redemption pursuant to the Indenture and in accordance with generally accepted Canadian financial practice to provide a yield to the Maturity Date (as defined herein) equal to the Government of Canada Yield plus 30 bps.

"Government of Canada Yield" means on any date, with respect to the Series 2 Notes, the yield to maturity on such date, assuming semi-annual compounding, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to, or if no Government of Canada bond having an equal term to maturity exists, as close as possible to, the remaining term to the Maturity Date. The Government of Canada Yield will be the average of the yields determined by two nationally recognized Canadian investment dealers selected by the Issuer.

- (c) In this Supplemental Indenture, all references to Articles, Sections and Schedules refer, unless otherwise specified, to articles, sections and schedules of or to this Supplemental Indenture.

1.2 Amendments to Indenture

This Supplemental Indenture is supplemental to the Indenture and the Indenture and this Supplemental Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Series 2 Notes as if all the provisions of the Indenture and this Supplemental Indenture were contained in one instrument. The Indenture is and shall remain in full force and effect with regards to all matters governing the Series 2 Notes, except as the Indenture is amended, superseded, modified or supplemented by this Supplemental Indenture. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of this Supplemental Indenture and the provisions of the Indenture, the provisions of this Supplemental Indenture shall prevail.

ARTICLE 2 THE SERIES 2 NOTES

2.1 Creation and Designation

There is hereby authorized to be issued under the Indenture a Series of Notes designated as "Series 2 2.667% Senior Unsecured Notes" due February 3, 2025. The Series 2 Notes shall have the terms set forth in this Article 2 and be subject to the applicable provisions of the Indenture.

2.2 Form and Terms of Series 2 Notes

- (a) The maximum principal amount of Series 2 Notes that may be issued is unlimited. The initial amount of Series 2 Notes that is authorized and issued under this Supplemental Indenture on the date hereof is \$200,000,000 in the lawful money of Canada.
- (b) The Series 2 Notes shall mature on February 3, 2025 (the "**Maturity Date**").
- (c) The Series 2 Notes bear interest from the date of issue at the rate of 2.667% per annum, payable in equal installments, semi-annually in arrears on August 3 and on February 3 in each year (or if such day is not a Business Day, the next following Business Day) (each, an "**Interest Payment Date**") commencing on August 3, 2022, provided however that the first interest payment will be in an amount equal to \$2,696,227.40, such payment being equivalent to \$1.348113699 per \$100 of principal amount outstanding (less any tax required by law to be deducted). The first interest payment to fall due on August 3, 2022 shall be in respect of Series 2 Notes issued on the date hereof and the last such payment (representing interest payable from and including the last Interest Payment Date to, but excluding, the Maturity Date of the Series 2 Notes or the earlier Redemption Date of the Series 2 Notes), subject as herein provided, to fall due on February 3, 2025 or the earlier Redemption Date, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. Interest payable for any period less than a full semi-annual period shall be computed on the basis of a 365 day year or 366 day year, as applicable, and the actual number of days elapsed in the period.
- (d) The Series 2 Notes may be redeemed at the option of the Issuer, in whole at any time, or in part from time to time, upon such condition as may be specified in the notice of redemption and on a Redemption Date determined by the Issuer that is not less than 10 nor more than 60 days after such notice of redemption is given to the Holders of the Series 2 Notes to be redeemed pursuant to Article 5 of the Indenture at a Redemption Price equal to the greater of par and the Canada Yield Price with accrued and unpaid interest, if any, to but excluding, the date fixed for the redemption. The Issuer will be responsible for calculating the Redemption Price. Such notice of redemption of any Notes given to the Holders of the Notes may be conditional and, in such case, such notice of redemption shall specify the details and terms of any event on which such redemption is conditional.
- (e) The Series 2 Notes shall be issued in denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. Each certificate representing the Series 2 Notes and the certificate of the Trustee endorsed thereon shall be issued in substantially the form set out in Schedule "A" to this Supplemental Indenture, with such insertions, omissions, substitutions or other variations as shall be required or permitted by the Indenture and this Supplemental Indenture, and may have imprinted or otherwise reproduced thereon such legends or endorsements, not inconsistent with the provisions of the Indenture or this Supplemental Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by any Officer of the Issuer executing such Series 2 Note in accordance with Section 2.6 of the Indenture, as conclusively evidenced by their execution thereof. Each certificate representing the Series 2 Notes shall additionally bear such distinguishing letters and numbers as the Trustee shall approve.

The Series 2 Notes shall be issued as one or more Global Notes and the Global Notes shall be registered in the name of the Depository which, as of the date hereof, shall be CDS Clearing and Depository Services Inc. (or any nominee of the Depository). No Beneficial Holder shall receive definitive certificates representing their interest in Series 2 Notes except as provided in Section 2.5 of the Indenture. A Global Note may be exchanged

for Series 2 Notes in registered form that are not Global Notes or transferred to and registered in the name of a Person other than the Depository for such Global Notes or a nominee thereof, as provided in Section 2.5 of the Indenture.

- (f) The Trustee shall be provided with the documents and instruments referred to in Sections 4.1(a)(i), 4.1(a)(ii) and 4.1(a)(iii) of the Indenture with respect to the Series 2 Notes prior to the issuance of the Series 2 Notes.

ARTICLE 3 GUARANTEES

3.1 Existing Guarantees to Apply

The Issuer hereby confirms to the Trustee that subject to the provisions of Section 6.4 of the Indenture, the Guarantees apply to the Series 2 Notes issued hereunder.

ARTICLE 4 ADDITIONAL MATTERS

4.1 Confirmation of Indenture

The Indenture, as amended and supplemented by this Supplemental Indenture, is in all respects confirmed.

4.2 Acceptance of Trusts

The Trustee hereby accepts the trusts and powers in this Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Indenture, as supplemented by this Supplemental Indenture, and in trust for and for the benefit of the Holders from time to time. For the avoidance of any doubt, the Trustee further agrees to fully assume, perform and discharge all duties, obligations and responsibilities of AST Trust Company (Canada) under the Indenture, as supplemented from time to time, as if it was an original party thereto.

4.3 Governing Law

This Supplemental Indenture and the Series 2 Notes shall be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and shall be treated, in all respects, as Québec contracts.

4.4 Further Assurances

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Supplemental Indenture, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of the Indenture and this Supplemental Indenture and carry out its provisions.

4.5 Counterparts and Formal Date

This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page to this Supplemental Indenture by any person by electronic transmission shall be as effective as delivery of a manually executed copy of this Supplemental Indenture by such person. For the purpose of convenience, this Supplemental Indenture may be referred to as bearing formal date of February 1, 2022, irrespective of the actual date of execution thereof.

4.6 Language of Indenture

The parties hereto have requested that this document and all other documents related hereto be drafted in the English language. *Les parties ont demandé que le présent document, de même que tous les documents s'y rapportant, soient rédigés en langue anglaise.*

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture.

TRANSCONTINENTAL INC., as Issuer

By: (signed) Donald LeCavalier
Name: Donald LeCavalier
Title: Chief Financial Officer

By: (signed) Christine Desaulniers
Name: Christine Desaulniers
Title: Chief Legal Officer and Corporate Secretary

TSX TRUST COMPANY, as Trustee

By: Authorized Signatory
Authorized Signatory

By: Authorized Signatory
Authorized Signatory

SCHEDULE "A"

"Unless permitted under securities legislation, the Holder of this security must not trade the security before June 2, 2022.

This Certificate is a Global Note within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depository or a nominee thereof.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to Transcontinental Inc. or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS, and any payment is made to CDS & Co. (or in such other name as is requested by an authorized representative of CDS) and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS, any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful since the registered Holder hereof, CDS & Co., has a property interest in the securities represented by this certificate and it is a violation of its rights for another person to hold, transfer or deal with this certificate."

No. 1

CUSIP: 893578AD6

ISIN: CA893578AD64

TRANSCONTINENTAL INC.

(A corporation established under the laws of Canada)

SERIES 2 2.667% SENIOR UNSECURED NOTE

DUE FEBRUARY 3, 2025

TRANSCONTINENTAL INC. (the "**Issuer**") for value received hereby acknowledges itself indebted and, subject to the provisions of the indenture (the "**Indenture**") dated as of July 12, 2021 between the Issuer and AST Trust Company (Canada) (now known as TSX Trust Company) (the "**Trustee**"), as supplemented from time to time and by a second supplemental trust indenture (the "**Second Supplemental Indenture**") dated February 1, 2022 (the Indenture as supplemented by the Second Supplemental Indenture being referred to as the "**Indenture**") promises to pay to CDS & Co. or registered assigns on February 3, 2025 (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture, the principal sum of \$200,000,000 in lawful money of Canada on presentation and surrender of this 2.667% senior unsecured note due February 3, 2025 (the "**Series 2 Notes**") at the principal office of the Trustee in Montréal, Québec in accordance with the terms of the Indenture. The Series 2 Notes shall, subject as herein provided, bear interest on the principal amount hereof from the date of issue, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 2.667% per annum, in like money, payable in equal installments, semi-annually in arrears on August 3 and February 3 in each year (or if such day is not a Business Day, the next following Business Day) commencing on August 3, 2022, provided however that the first interest payment will be in an amount equal to \$2,696,227.40, such payment being equivalent to \$1.348113699 per \$100 of principal amount outstanding (less any tax required by law to be deducted). The last interest payment representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date or earlier Redemption Date shall fall due on the Maturity Date or earlier Redemption Date and, should the Issuer at any time make default in the payment of any principal or interest, the Issuer shall pay interest on the amount in default at the same rate, in like money and on the same dates on which interest is otherwise payable. Interest payable for any period less than a full semi-annual period shall be computed on the basis of a 365 day year or 366 day year, as applicable, and the actual number of days elapsed in the period. Interest hereon shall be payable by cheque mailed by prepaid ordinary mail to the registered Holder hereof or by electronic transfer of funds to the registered Holder hereof, and subject

to the provisions of the Indenture, the mailing of such cheque or the sending of such electronic transfer of funds shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Series 2 Note.

This Series 2 Note is one of the Notes of the Issuer issued or issuable in one or more series under the provisions of the Indenture. The maximum principal amount of Series 2 Notes authorized for issue is unlimited. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Series 2 Notes are or are to be issued and held and the rights and remedies of the Holders of the Series 2 Notes and of the Issuer and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth, and to all of which provisions the Holder of this Series 2 Note by acceptance hereof assents.

The Series 2 Notes are issuable only in denominations of \$1,000 and integral multiples \$1,000 in excess thereof. Upon compliance with the provisions of the Indenture, Series 2 Notes of any denomination may be exchanged for an equal aggregate principal amount of Series 2 Notes in any other authorized denomination or denominations.

The Series 2 Notes may be redeemed at the option of the Issuer, in whole at any time, or in part from time to time, upon such condition as may be specified in the applicable notice of redemption and on a Redemption Date determined by the Issuer that is not less than 10 nor more than 60 days after notice of such redemption is given to the Holders of the Series 2 Notes to be redeemed pursuant to Article 5 of the Indenture at a Redemption Price equal to the greater of par and the Canada Yield Price with accrued and unpaid interest, if any, to but excluding, the date fixed for the redemption.

Upon the occurrence of a Change of Control Triggering Event, the Issuer is required to make an offer to purchase all outstanding Series 2 Notes at a price equal to 101% of the principal amount of such Series 2 Notes plus accrued and unpaid interest up to, but excluding, the date the Series 2 Notes are so repurchased.

The indebtedness evidenced by this Series 2 Note, and by all other Series 2 Notes now or hereafter certified and delivered under the Indenture, is a direct senior unsecured obligation of the Issuer, and ranks equally and *pari passu* with each other and with Notes of every other series (regardless of their actual dates or terms of issue) and, subject to statutory preferred exceptions, with all other present and future unsubordinated and unsecured indebtedness of the Issuer, except as to sinking fund provisions applicable to different series of Notes and other similar types of obligations of the Issuer.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

Any payment of money to any Holder of Series 2 Notes shall be reduced by the amount of applicable withholding tax, if any. The Indenture contains provisions making binding upon all Holders of Notes outstanding thereunder (or in certain circumstances specific series of Notes) resolutions passed at meetings of such Holders held in accordance with such provisions and instruments signed by the Holders of a specified majority of Notes outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of these Series 2 Notes or the Indenture.

This Series 2 Note may only be transferred, upon compliance with the conditions prescribed in the Indenture, in the registers to be kept at the principal office of the Trustee in Montréal and in such other place or places and/or by such other registrars (if any) as the Issuer with the approval of the Trustee may designate. No transfer of this Series 2 Note shall be valid unless made on the register by the registered Holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Series 2 Note for cancellation. Thereupon a new Series 2 Note or Series 2 Notes in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Series 2 Note shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

Capitalized words or expressions used in this Series 2 Note shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

If any of the provisions of this Series 2 Note are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern.

The parties hereto have declared that they have required that this Series 2 Note and all other documents related hereto be in the English language. *Les parties aux présentes ont expressément exigé que le présent certificat, de même que tous les documents s'y rapportant, soient rédigés en anglais.*

IN WITNESS WHEREOF TRANSCONTINENTAL INC. has caused this Series 2 Note to be signed by its authorized representatives as of the 1st day of February, 2022.

IN WITNESS WHEREOF, the Issuer has caused this Series 2 Note to be signed by its authorized representatives as of the 1st day of February, 2022.

TRANSCONTINENTAL INC.

By: _____
Name: Donald LeCavalier
Title: Chief Financial Officer

By: _____
Name: Christine Desaulniers
Title: Chief Legal Officer and Corporate Secretary

TRUSTEE'S CERTIFICATE

This Series 2 Note is one of the Series 2 2.667% Senior Unsecured Notes due February 3, 2025 referred to in the Indenture within mentioned.

TSX TRUST COMPANY, as Trustee

By: _____
Authorized Officer

By: _____
Authorized Officer

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Trustee or Registrar
February 1, 2022	CDS & Co.	

TRANSCONTINENTAL INC.

SERIES 2 2.667% SENIOR UNSECURED NOTE DUE FEBRUARY 3, 2025

Initial Principal Amount: \$200,000,000

CUSIP: 893578AD6

Authorization:

ADJUSTMENTS

[illegible]