Execution Version

6297782 LLC
5.81% Senior Notes due 2031

FIRST SUPPLEMENTAL INDENTURE

Dated as of August 1, 2023

First Supplemental Indenture
Dated as of August 1, 2023
The Bank of New York Mellon,
as U.S. Trustee
and
BNY Trust Company of Canada,
as Canadian Trustee

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FIRST SUPPLEMENTAL INDENTURE dated as of August 1, 2023 (this "Supplemental Indenture"), to the Indenture dated as of August 1, 2023 (the "Base Indenture" and, together with the Supplemental Indenture, the "Indenture"), by and among 6297782 LLC, a Delaware limited liability company (the "Issuer"), 15142083 Canada Ltd., a corporation incorporated under the laws of Canada (the "Holdco Guarantor"), 15142121 Canada Ltd., a corporation incorporated under the laws of Canada, as guarantor (the "Guarantor Party"), BNY Trust Company of Canada, a trust company existing under the laws of Canada, as the Canadian trustee (the "Canadian Trustee"), and The Bank of New York Mellon, a New York banking corporation, as the United States trustee, paying agent, registrar and transfer agent (the "U.S. Trustee") and, solely for the purpose of Section 4.02 herein, TransCanada PipeLines Limited, a corporation incorporated under the laws of Canada ("TCPL"). The Canadian Trustee and the U.S. Trustee are each also individually referred to in this Supplemental Indenture as a "Trustee" and collectively, as the "Trustees".

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders (as defined herein):

WHEREAS, the Issuer and the Trustees have duly authorized the execution and delivery of the Base Indenture to provide for the issuance from time to time of the Issuer's debentures, notes or other debt instruments to be issued in one or more Series as in the Base Indenture provided (as defined therein, "Securities");

WHEREAS, the Issuer desires and has requested the Trustees to join in the execution and delivery of this Supplemental Indenture in order to establish and provide for the issuance by the Issuer of one Series of Securities designated as its 5.81% Senior Notes due 2031 (the "Initial Notes"), substantially in the form attached hereto as Exhibit A, on the terms set forth herein, together with any Exchange Notes (as defined in Appendix A hereto) issued therefor as provided herein (the Initial Notes and the Exchange Notes, are together referred to herein as the "Notes");

WHEREAS, each of the Holdco Guarantor and the Guarantor Party has duly authorized the execution and delivery of the Base Indenture to provide for the guarantee of the obligations of the Corporation under the Base Indenture and the Securities (the "Guarantee") and has agreed to join in the execution and delivery of this Supplemental Indenture to confirm the Guarantee in respect of the Notes including its endorsement thereof in the form attached hereto as Exhibit E;

WHEREAS, Section 2.01 of the Base Indenture provides that a supplemental indenture may be entered into by the Issuer and the Trustees for such purpose, without the consent of Holders, provided certain conditions are met;

WHEREAS, the conditions set forth in the Base Indenture for the execution and delivery of this Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Issuer, the Trustees and the Guarantor Party, in accordance with its terms, and a valid amendment of, and supplement to, the Base Indenture have been done;

NOW, THEREFORE:

In consideration of the premises and the purchase and acceptance of the Notes by the Holders thereof, the Issuer, the Guarantor Party and the Trustees mutually covenant and agree, for the equal and ratable benefit of the Holders, that the Base Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE ONE

CERTAIN DEFINITIONS

The following terms have the meanings set forth below in this Supplemental Indenture. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Base Indenture. To the extent terms defined herein differ from the Base Indenture the terms defined herein will govern.

"Holder" means the Person in whose name a Note is registered in the books of the Registrar for the Notes.

"Indenture" has the meaning provided in the Preamble.

"Issuance Date" means August 1, 2023.

"Notes" has the meaning provided in the Recitals.

"Offering Transaction" means the sale of the Notes pursuant to Rule 144A and/or Regulation S under the Securities Act, but excluding the initial issuance of the Notes to Affiliates of the Company, *provided* that the Issuer shall use commercially reasonable efforts to ensure that the Offering Transaction occurs between June 1, 2024 and September 1, 2024.

"Redemption Date" means, with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to this Supplemental Indenture.

"Redemption Price" means, when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to this Supplemental Indenture.

"Spinoff Transaction" means the spin-off transaction first announced by TC Energy Corporation on July 27, 2023.

"Supplemental Indenture" has the meaning provided in the Preamble.

"Treasury Rate" means, with respect to any Redemption Date in respect of the Notes, the yield determined by the Issuer in accordance with the following two paragraphs:

(1) The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Issuer shall select, as applicable: (x) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); or (y) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (z) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a

maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

(2) If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Trustee" has the meaning provided in the Preamble.

ARTICLE TWO

THE NOTES

Section 2.01 Scope; General.

The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes, which shall not be limited in aggregate principal amount, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements.

(a) Pursuant to this Supplemental Indenture, there is hereby created and designated one Series of Securities under the Base Indenture entitled the "5.81% Senior Notes due 2031".

(b) Provisions relating to the Initial Notes and the Exchange Notes are set forth in Appendix A, which is hereby incorporated in and expressly made part of this Supplemental Indenture.

(c) The Notes shall be in the form of Exhibit A hereto (the "Specimen Note"), which is hereby incorporated into this Supplemental Indenture by reference. The terms of the Notes shall be as follows:

(i) The Notes are to be issued initially in an aggregate principal amount of $1,250,000,000; *provided, however*, that the aggregate principal amount of the Notes which may be outstanding may be increased by the Issuer upon the terms and subject to the conditions set forth in the Indenture and the Notes.

(ii) The Notes will initially mature on February 1, 2031.

(iii) The Notes will bear interest (i) from (and including) the Issuance Date to (but excluding) the pricing date of the Offering Transaction (the "Reset Date") at a rate of 5.81% per annum and (ii) from (and including) the Reset Date until the maturity of the Notes at a fixed rate per annum equal to the rate determined in good faith by the initial purchasers or underwriters for the Offering Transaction, with notice to the Issuer, to be the lowest rate at which all of the Notes would be sold in the Offering Transaction on the Reset Date at a price to investors equal to the principal amount thereof.

(iv) The date from which interest shall accrue, the payment dates on which interest shall be payable and the regular record date for the interest payable on any payment date will be as set forth in the Specimen Note.

(v) Principal and interest on the Notes are payable at the Corporate Trust Office of the U.S. Trustee, except as otherwise provided in the Specimen Note.

(vi) The Notes shall be redeemable at the redemption prices and on the terms set forth in Article Four of this Supplemental Indenture. Except as otherwise provided in Article Four of this Supplemental Indenture, redemption of the Notes shall be made in accordance with the terms of Article 3 of the Base Indenture.

(vii) The Notes will not be subject to any sinking fund.

(viii) The Notes are to be issued initially in definitive form substantially in the form of Exhibit A attached hereto (but without the "Schedule of Exchange of Notes"). Beneficial owners of interests in the Notes may exchange such interests in accordance with the Indenture and the terms of the Notes.

(ix) Effective upon the closing of the Offering Transaction, the Notes shall be in global form and the "Depositary" with respect to the Notes will initially be The Depository Trust Company ("DTC"); provided that in the event that the Offering Transaction is priced but does not close on the initially scheduled date, the Issuer will as soon as practicable, any in any event within two Business Days of such initially scheduled date, exchange any Notes held in definitive form for beneficial interests in Notes issued in global form and held by DTC.

(x) Interest on the Notes will be computed and paid on the basis of a 360-day year of twelve 30-day months.

(xi) Notwithstanding anything in the Base Indenture to the contrary, the provisions of Sections 4.02, 4.10, 4.11 and 4.12 shall apply to the Notes only from and after the pricing of the Offering Transaction.

(xii) Notwithstanding anything in the Base Indenture to the contrary, (x) the Spinoff Transaction and the transactions undertaken in connection therewith shall not constitute a Change of Control, and (y) the provisions of Section 5.01 of the Base Indenture shall not apply to the Spinoff Transaction and the transactions undertaken in connection therewith.

(xiii) The terms of the Notes shall include such other terms as are set forth in the Specimen Note and in the Indenture. To the extent the terms of the Indenture and the Specimen Note are inconsistent, the terms of the Specimen Note will govern.

(d) Effective upon the pricing of the Offering Transaction, the Issuer shall have the right, in its sole discretion without the consent of the current noteholder, exercisable by delivery of an Officer's Certificate and a supplemental indenture to the Indenture (which supplemental indenture may amend and restate this Supplemental Indenture), to amend or modify the provisions of the Notes to effect one or more of the following modifications to the terms of the Notes, in each case solely to reflect the terms agreed to with the initial purchasers for the Offering Transaction at or before the time of pricing of the Offering Transaction:

(i) extend the maturity date of the Notes by up to 42 months;

(ii) determine whether the following provision shall be inserted in the Specimen Note:

Interest Rate Adjustment

The interest rate payable on the Notes will be subject to adjustments from time to time if any of Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") or Fitch Ratings, Inc. ("Fitch") (each a "Rating Agency" and collectively the "Rating Agencies") (or, if applicable, any Substitute Rating Agency), decreases (or subsequently increases) the credit rating assigned to the Notes, in the manner described below.

If the rating of the Notes from any one or more Rating Agencies is decreased to a rating set forth in any of the immediately following tables, the interest rate on the Notes will increase from the interest rate set forth on the face hereof by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings; provided, that only the two lowest ratings assigned to the Notes will be taken into account for purposes of any interest rate adjustment:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

Fitch Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency

The Issuer shall notify the U.S. Trustee (with a copy to the Canadian Trustee) of any such ratings downgrade and any applicable interest rate adjustment to be applied to the Notes.

For purposes of making adjustments to the interest rate on the Notes, the following rules of interpretation will apply:

(1) if at any time a Rating Agency ceases to provide a rating on the Notes for reasons not within the Issuer's control (i) the Issuer will use commercially reasonable efforts to obtain a rating on the Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Rating Agency to provide a rating on the Notes but which has since ceased to provide such rating, and (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuer and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's, S&P or Fitch, as applicable, in such table;

(2) If a Rating Agency has ceased to provide a rating of the Notes for any reason and the Issuer is unable to or otherwise does not designate a Successor Rating Agency, that Rating Agency will be deemed to have rated the Notes at the lowest level contemplated by the tables above; however, if only one of the Rating Agencies ceases to provide a rating of the Notes for any reason, the deemed rating of that Rating Agency will be disregarded for purposes of all interest rate adjustments. If two of the Rating Agencies cease to provide a rating of the Notes for any reason and the Issuer is unable to or otherwise does not designate a Successor Rating Agency for both Rating Agencies, the deemed rating of only one of such two Rating Agencies will be disregarded. If all three Rating Agencies cease to provide a rating of the Notes for any reason and the Issuer is unable to or otherwise does not designate a Successor Rating Agency for all three Rating Agencies, the interest rate on the Notes will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on the Notes at the Reset Date.

(3) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's, S&P or Fitch (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Rating Agencies;

(4) in no event will (i) the interest rate on the Notes be reduced to below the interest rate on the Notes at the Reset Date or (ii) the total increase in the interest rate on the Notes exceed 2.00% above the interest rate payable on the Notes at the Reset Date; and

(5) subject to clause (2) above, no adjustment in the interest rate on the Notes shall be made solely as a result of a Rating Agency ceasing to provide a rating of the Notes.

If at any time the interest rate on the Notes has been adjusted upward and any of the Rating Agencies subsequently increases its rating of the Notes, the interest rate on the Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the Notes equals the original interest rate payable on the Notes prior to any adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the two lowest ratings assigned to the Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above.

Any interest rate increase or decrease described above will take effect from the first day of the interest period following the period in which a rating change occurs requiring an adjustment in the interest rate. If any of the Rating Agencies changes its rating of the Notes more than once during any particular interest period, the last such change by such Rating Agency to occur will control in the event of a conflict for purposes of any increase or decrease in the interest rate with respect to the Notes.

The interest rate on the Notes will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by any or all of the Rating Agencies) if the Notes are rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency), "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by Fitch (or its equivalent if with respect to any Substitute Rating Agency), or two of these ratings if the Notes are only rated by two Rating Agencies or one of these ratings if the Notes are only rated by one Rating Agency, in each case with a stable or positive outlook.

If the interest rate on the Notes is increased as described above, the term "interest," as used with respect to the Notes, will be deemed to include any such additional interest unless the context otherwise requires.

(iii) change the date from which interest shall accrue, the payment dates on which interest shall be payable and the regular record date for the interest payable on any payment date and reflect such changes in the Specimen Note; *provided*, that interest shall be payable at least on a semi-annual basis;

(iv) amend Section 4.01 herein to (x) fix a date not more than three months prior to the maturity date of the Notes as the "Par Call Date" and (y) amend the number of basis points to be added to the Treasury Rate in connection with an optional redemption prior to the Par Call Date in Section 4.01 and the Specimen Note;

(v) issue the Notes as Registered Global Securities;

(vi) determine if Section 3.02 herein shall apply to the Notes from and after the pricing of the Offering Transaction; or

(vii) determine if Section 4.01(b), Section 4.01(c) and Section 4.02 herein shall apply to the Notes from and after the pricing of the Offering Transaction.

ARTICLE THREE

COVENANTS OF THE COMPANY APPLICABLE TO THE NOTES

Section 3.01 Credit Rating. From and after the Offering Transaction, the Issuer shall use reasonable efforts to maintain credit ratings from at least two "nationally recognized statistical rating organizations" (within the meaning of Section 3(a)(62) under the Exchange Act) but not a specific rating (it being understood and agreed that "reasonable efforts" shall in any event include the payment by the Issuer of customary rating agency fees and reasonable cooperation with information and data requests by a nationally recognized statistical rating organization, in connection with their ratings process).

Section 3.02 Purchase of Notes Following Change of Control Triggering Event. If a Change of Control Triggering Event occurs after August 1, 2028, unless the Issuer has exercised its right to redeem the Notes

in full, pursuant to Section 4.01 herein, Holders of the Notes shall have the right to require the Issuer to repurchase all or a portion of such Holders' Notes, as applicable, in accordance with the terms of the Base Indenture. Notwithstanding the foregoing, Holders of the Notes shall not be entitled to exercise such repurchase right on or before August 1, 2028.

ARTICLE FOUR

REDEMPTION

Section 4.01 Redemption at the Option of the Issuer.

(a) The Notes are not redeemable prior to August 1, 2028.

(b) After August 1, 2028 and prior to [_____], 20[__] ([__] months prior to the maturity date of the Notes) (the "Par Call Date"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus [__] basis points less (b) interest accrued to the Redemption Date, and (2) 100% of the principal amount of the Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

(c) On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to the Redemption Date.

Section 4.02 Special Mandatory Repurchase.

(a) If, at the time of a Special Mandatory Repurchase Event, (i) an Offering Transaction has occurred and (ii) the Completion of the Transaction Condition has not been satisfied, then TCPL will repurchase the aggregate principal amount of the Notes outstanding on the Special Mandatory Repurchase Date at the Special Mandatory Repurchase Price.

(b) TCPL will cause a notice of Special Mandatory Repurchase to be electronically delivered or mailed to the Trustees and electronically delivered or mailed to each holder of record of the Notes to be repurchased no later than the Business Day following the Special Mandatory Repurchase Event, which shall provide for the repurchase of the Notes on the Special Mandatory Repurchase Date.

(c) Upon the deposit of funds sufficient to pay the Special Mandatory Repurchase Price of all Notes to be repurchased on the Special Mandatory Repurchase Date with the Paying Agent on or before such Special Mandatory Repurchase Date, the rights of each holder of record of the Notes to receive interest on the Notes and all other rights of such holders under the Notes shall terminate (other than the right to receive the Special Mandatory Repurchase Price on the Special Mandatory Repurchase Date).

(d) The notice of a Special Mandatory Repurchase shall state:

(i) the Special Mandatory Repurchase Date;

(ii) the Special Mandatory Repurchase Price;

(iii) that on the Special Mandatory Repurchase Date, the Special Mandatory Repurchase Price shall become due and payable; and

(iv) that, upon the deposit of funds sufficient to pay the Special Mandatory Repurchase Price of all Notes to be repurchased on the Special Mandatory Repurchase Date with the Paying Agent, the rights of each holder of record of the Notes to receive interest on the Notes and all other rights of such holders under the Notes shall terminate (other than the right to receive the Special Mandatory Repurchase Price on the Special Mandatory Repurchase Date and subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(e) The Trustees shall have no responsibility for any calculation or determination in respect of the Special Mandatory Repurchase Event or the Special Mandatory Repurchase Price, or any component thereof, and shall be entitled to receive, and fully-protected in relying upon, an Officer's Certificate from the Issuer that states the occurrence of such Special Mandatory Repurchase Event and such Special Mandatory Repurchase Price.

(f) For purposes of this Section 4.02, the following terms have the meanings set forth below:

(i) "Completion of the Transaction Condition" means the public announcement of the completion of the Spinoff Transaction by TC Energy Corporation.

(ii) "Special Mandatory Repurchase Date" means the fifth Business Day following the date of the Special Mandatory Repurchase Event.

(iii) "Special Mandatory Repurchase Event" means the earlier of (i) March 31, 2025 and (ii) the date on which the Issuer notifies the Trustees and the holders of the Notes that TC Energy Corporation will not pursue the consummation of the Spinoff Transaction.

(iv) "Special Mandatory Repurchase Price" means the aggregate principal amount of the Notes outstanding on the Special Mandatory Repurchase Date at a repurchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the Special Mandatory Repurchase Date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

ARTICLE FIVE

EXECUTION AND DELIVERY OF GUARANTEE

To evidence each of the Holdco Guarantor's and the Guarantor Party's irrevocable and unconditional guarantee of all of the obligations of the Issuer under the Notes, including the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of the principal of, premium, if any, and interest on and any Additional Amounts with respect to the Notes according to the terms of the Notes (the "Guarantee"), the Issuer, the Holdco Guarantor and the Guarantor Party hereby agree that a notation of such Guarantee shall be endorsed on each Note authenticated and delivered by the U.S. Trustee, that such notation of such Guarantee shall be in the form attached hereto as Exhibit E, and shall be executed on behalf of the Holdco Guarantor and the Guarantor Party, respectively, by an officer thereof.

ARTICLE SIX

MISCELLANEOUS

Section 6.01 Governing Laws; Waiver of Jury Trial.

THIS SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b).

EACH OF THE ISSUER, THE TRUSTEES AND THE GUARANTOR PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Notwithstanding the foregoing provisions of this Section 6.01, the exercise, performance or discharge by the Canadian Trustee of any of its rights, powers, duties or responsibilities hereunder shall be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Each of the Holdco Guarantor and the Guarantor Party hereby appoints the Issuer, with an office at 700 Louisiana Street, Houston, Texas 77002, as its authorized agent to receive to receive service of process or other legal summons in any legal action or proceeding arising out of or relating to the Supplemental Indenture, the Notes or its Guarantee thereof.

Section 6.02 No Adverse Interpretation of Other Agreements.

This Supplemental Indenture may not be used to interpret another indenture (other than the Base Indenture), loan or debt agreement of the Issuer or a Subsidiary. Any such indenture, loan or debt agreement may not be used to interpret this Supplemental Indenture (or the Base Indenture).

Section 6.03 Successors and Assigns .

All agreements of the Issuer and the Guarantor Party in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of a Trustee in this Supplemental Indenture shall bind its successor.

Section 6.04 Severability.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.05 Force Majeure.

In no event shall either Trustee or any Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or

malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustees and such Agent shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 6.06 Table of Contents, Headings, Etc.

The Table of Contents and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 6.07 Counterparts.

This Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Supplemental Indenture by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Indenture.

Neither Trustee shall have any duty to confirm that the person sending any notice, instruction or other communication by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Trustees to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Trustees) shall be deemed original signatures for all purposes. The Issuer assumes all risks arising out of the use of electronic signatures and electronic methods to send communications to the Trustees, including without limitation the risk of either Trustee acting on an unauthorized communication, and the risk of interception or misuse by third parties.

Section 6.08 Confirmation of Indenture.

The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this Supplemental Indenture and all indentures supplemental thereto with respect to the Notes shall be read, taken and construed as one and the same instrument.

Section 6.09 Trustee Disclaimer.

Neither Trustee makes any representation as to the validity or sufficiency of this Supplemental Indenture other than as to the validity of its execution and delivery hereof. The recitals and statements herein are deemed to be those of the Issuer and not the Trustees.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above

6297782 LLC

By: (Signed) "*Richard J. Prior*"
Name: Richard J. Prior
Title: President

By: (Signed) "*Daniel T. O'Donnell*"
Name: Daniel T. O'Donnell
Title: Corporate Secretary

15142083 CANADA LTD.

By: (Signed) "*Jennifer Geggie*"
Name: Jennifer Geggie
Title: President

By: (Signed) "*Mark Yeomans*"
Name: Mark Yeomans
Title: Secretary

15142121 CANADA LTD.

By: (Signed) "*Jennifer Geggie*"
Name: Jennifer Geggie
Title: President

By: (Signed) "*Mark Yeomans*"
Name: Mark Yeomans
Title: Secretary

SOLELY FOR PURPOSES OF SECTION 4.02

TRANSCANADA PIPELINES LIMITED

By: (Signed) "*Joel E. Hunter*"
Name: Joel E. Hunter
Title: Executive Vice-President and
Chief Financial Officer

By: (Signed) "*Patrick M. Keys*"
Name: Patrick M. Keys
Title: Executive Vice-President and
General Counsel

The Bank of New York Mellon,
as U.S. Trustee

By: (Signed) "*Francine Kincaid*"
Name: Francine Kincaid
Title: Vice President

BNY Trust Company of Canada,
as Canadian Trustee

By: (Signed) "*Bhawna Dhayal*"
Name: Bhawna Dhayal
Title: Vice President

Appendix A

PROVISIONS RELATING TO INITIAL NOTES AND EXCHANGE NOTES

1. *Definitions*

1.1 *Definitions*

For the purposes of this Appendix A the following terms shall have the meanings indicated below. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Indenture. To the extent terms defined herein differ from the Indenture the terms defined herein will govern.

"Additional Interest" means additional interest owed to the Holders pursuant to a Registration Rights Agreement.

"Additional Notes" means any Notes issued under the Indenture in addition to the Original Notes, including any Exchange Notes issued in exchange for such Additional Notes, having the same terms in all respects as the Original Notes, or in all respects except with respect to interest paid or payable on or prior to the first interest payment date after the issuance of such Additional Notes.

"Agent Member" means a member of, or a participant in, the Depositary.

"Canadian Private Placement Notes" means any Initial Note and Additional Note sold to a purchaser in any Province or Territory of Canada and, unless qualified for distribution by a prospectus filed by the Issuer in Canada, any Exchange Notes issued in exchange therefor.

"Certificated Note" means a Note in registered individual form without interest coupons.

"Depositary" means the depositary of each Global Note, which initially will be DTC.

"DTC" means The Depository Trust Company, a New York corporation, and its successors.

"Exchange Notes" means the Notes of any Series issued pursuant to the Indenture in exchange for, and in an aggregate principal amount equal to, the Initial Notes or any Initial Additional Notes of such Series, in compliance with the terms of a Registration Rights Agreement and containing terms substantially identical to the Initial Notes or any Initial Additional Notes of such Series (except that (i) such Exchange Notes will be registered under the Securities Act and will not be subject to transfer restrictions or bear the Restricted Legend, and (ii) the provisions relating to Additional Interest will be eliminated).

"Exchange Offer" means an offer that is made by the Issuer pursuant to any Registration Rights Agreement to exchange the Initial Notes for the Exchange Notes.

"Global Note" means a Note in registered global form without interest coupons.

"Holder" or "Noteholder" means the registered holder of any Note.

"Initial Additional Notes" means Additional Notes issued in an offering not registered under the Securities Act and any Notes issued in replacement thereof, but not including any Exchange Notes issued in exchange therefor.

"Initial Notes" means the Notes issued on the Issue Date and any Notes issued in replacement thereof, but not including any Exchange Notes issued in exchange therefor.

"Initial Purchasers" means the initial purchasers party to a purchase agreement with the Issuer relating to the sale of the Initial Notes or Additional Notes by the Issuer.

"Issue Date" means the date on which the Original Notes are originally issued under the Indenture.

"Interest Payment Date" means each of February 1 and August 1, commencing February 1, 2024.

"Notes" has the meaning assigned to such terms in the Recitals of this Supplemental Indenture.

"Offer to Purchase" means a written offer by the Issuer to purchase Notes as required by the Indenture.

"Offshore Global Note" means a Global Note representing Notes issued and sold pursuant to Regulation S.

"Original Notes" means the Initial Notes and any Exchange Notes issued in exchange therefor.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, including a government or political subdivision or an agency or instrumentality thereof.

"Registration Rights Agreement" means any registration rights agreement between the Issuer and the Initial Purchasers in respect of the Initial Notes or any Additional Notes.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Certificate" means a certificate substantially in the form of Exhibit C hereto.

"Restricted Legend" means the legend set forth in Exhibit B hereto.

"Restricted Period" means the period beginning on the date hereof and ending 40 days thereafter.

"Rule 144A" means Rule 144A under the Securities Act.

"Rule 144A Certificate" means (i) a certificate substantially in the form of Exhibit D hereto or (ii) a written certification addressed to the Issuer and the U.S. Trustee to the effect that the Person making such certification (x) is acquiring such Note (or beneficial interest) for its own account or one or more accounts with respect to which it exercises sole investment discretion and that it and each such account is a qualified institutional buyer within the meaning of Rule 144A, (y) is aware that the transfer to it or exchange, as applicable, is being made in reliance upon the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A and (z) acknowledges that it has received such information regarding the Issuer or the Guarantors, as applicable, as it has requested pursuant to Rule 144A(d)(4) or has determined not to request such information.

"Securities Act" means the Securities Act of 1933.

"U.S. Global Note" means a Global Note that bears the Restricted Legend representing Notes issued and sold pursuant to Rule 144A.

2. *Certain Restrictions.*

2.1 *Restricted Legend*. (a) Except as otherwise provided in paragraph (c), each Global Note representing Notes originally sold by the Initial Purchasers in accordance with Rule 144A will bear the Restricted Legend.

(b) Except as otherwise provided in paragraph (c), Section 2.2(b)(3), (b)(5) or (c) or Section 2.3(b)(4), each Certificated Note will bear the Restricted Legend.

(c) (1) If the Issuer determines (upon the advice of counsel and such other certifications and evidence as the Issuer may reasonably require) that a Note is eligible for resale pursuant to Rule 144 under the Securities Act (or a successor provision) without the need for current public information and that the Restricted Legend is no longer necessary or appropriate in order to ensure that subsequent transfers of the Note (or a beneficial interest therein) are effected in compliance with the Securities Act, or (2) after an Initial Note or any Initial Additional Note is (x) sold pursuant to an effective registration statement under the Securities Act, pursuant to the Registration Rights Agreement or otherwise, or (y) is validly tendered for exchange into an Exchange Note pursuant to an Exchange Offer, the Issuer may instruct the U.S. Trustee to cancel the Note and issue to the Holder thereof (or to its transferee) a new Note of like tenor and amount, registered in the name of the Holder thereof (or its transferee), that does not bear the Restricted Legend, and the U.S. Trustee will comply with such instruction.

(d) By its acceptance of any Note bearing the Restricted Legend (or any beneficial interest in such a Note), each Holder thereof and each owner of a beneficial interest therein acknowledges the restrictions on transfer of such Note (and any such beneficial interest) set forth in this Indenture and in the Restricted Legend and agrees that it will transfer such Note (and any such beneficial interest) only in accordance with the Indenture and such legend.

2.2 *Restrictions on Transfer and Exchange*. (a) The transfer or exchange of any Note (or a beneficial interest therein) may only be made in accordance with this Section and Section 2.3 and, in the case of a Global Note (or a beneficial interest therein), the applicable rules and procedures of the Depositary. The U.S. Trustee shall refuse to register any requested transfer or exchange that does not comply with the preceding sentence.

(b) Subject to paragraph (c), the transfer or exchange of any Note (or a beneficial interest therein) of the type set forth in column A below for a Note (or a beneficial interest therein) of the type set forth opposite in column B below may only be made in compliance with the certification requirements (if any) described in the clause of this paragraph set forth opposite in column C below.

A	*B*	*C*
U.S. Global Note	U.S. Global Note	(1)
U.S. Global Note	Offshore Global Note	(2)
U.S. Global Note	Certificated Note	(3)
Offshore Global Note	U.S. Global Note	(4)
Offshore Global Note	Offshore Global Note	(1)
Offshore Global Note	Certificated Note	(5)
Certificated Note	U.S. Global Note	(4)
Certificated Note	Offshore Global Note	(2)
Certificated Note	Certificated Note	(3)

(1) No certification is required.

(2) The Person requesting the transfer or exchange must deliver or cause to be delivered to the U.S. Trustee a duly completed Regulation S Certificate; *provided* that if the requested transfer or exchange is made by the Holder of a Certificated Note that does not bear the Restricted Legend, then no certification is required.

(3) The Person requesting the transfer or exchange must deliver or cause to be delivered to the U.S. Trustee (x) a duly completed Rule 144A Certificate or (y) a duly completed Regulation S Certificate and/or an Opinion of Counsel and such other certifications and evidence as the Issuer may reasonably require in order to determine that the proposed transfer or exchange is being made in compliance with the Securities Act and any applicable securities laws of any state of the United States; *provided* that if the requested transfer or exchange is made by the Holder of a Certificated Note that does not bear the Restricted Legend, then no certification is required. In the event that (i) the requested transfer or exchange takes place after the Restricted Period and a duly completed Regulation S Certificate is delivered to the U.S. Trustee or (ii) a Certificated Note that does not bear the Restricted Legend is surrendered for transfer or exchange, upon transfer or exchange the U.S. Trustee will deliver a Certificated Note that does not bear the Restricted Legend.

(4) The Person requesting the transfer or exchange must deliver or cause to be delivered to the U.S. Trustee a duly completed Rule 144A Certificate.

(5) If the requested transfer or exchange takes place during the Restricted Period, the person requesting the transfer or exchange must deliver or cause to be delivered to the U.S. Trustee a duly completed Rule 144A Certificate and/or an Opinion of Counsel and such other certifications and evidence as the Issuer may reasonably require in order to determine that the proposed transfer or exchange is being made in compliance with the Securities Act and any applicable securities laws of any state of the United States. If the requested transfer or exchange takes place after the Restricted Period, no certification is required and the U.S. Trustee will deliver a Certificated Note that does not bear the Restricted Legend.

(c) No certification is required in connection with any transfer or exchange of any Note (or a beneficial interest therein)

(1) after such Note is eligible for resale pursuant to Rule 144 under the Securities Act (or a successor provision) without the need for current public information, *provided* that the Issuer has provided the U.S. Trustee with an Officer's Certificate to that effect, and the Issuer may require from any Person requesting a transfer or exchange in reliance upon this clause (1) an opinion of counsel and any other reasonable certifications and evidence in order to support such certificate; or

(2) (x) sold pursuant to an effective registration statement, pursuant to the Registration Rights Agreement or otherwise or (y) which is validly tendered for exchange into an Exchange Note pursuant to an Exchange Offer.

Any Certificated Note delivered in reliance upon this paragraph will not bear the Restricted Legend.

(d) The U.S. Trustee will retain copies of all certificates, opinions and other documents received in connection with the transfer or exchange of a Note (or a beneficial interest therein), and the Issuer will have the right to inspect and make copies thereof at any reasonable time upon written notice to the U.S. Trustee.

2.3 *Registration, Transfer and Exchange*. (a) *Registered Form Only*. The Notes will be issued in registered form only.

(b) *Global Notes*. (1) Each Global Note will be registered in the name of the Depositary or its nominee and, so long as DTC is serving as the Depositary thereof, will bear the following legend:

> UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS

REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

(2) Each Global Note will be delivered to the U.S. Trustee as custodian for the Depositary. Transfers of a Global Note (but not a beneficial interest therein) will be limited to transfers thereof in whole, but not in part, to the Depositary, its successors or their respective nominees, except (1) as set forth in Section 2.3(b)(4) and (2) transfers of portions thereof in the form of Certificated Notes may be made upon request of an Agent Member (for itself or on behalf of a beneficial owner) by written notice given to the U.S. Trustee or on behalf of the Depositary in accordance with customary procedures of the Depositary and in compliance with this Section and Section 2.2.

(3) Agent Members will have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary, and the Depositary may be treated by the Issuer, the Trustees and any agent of the Issuer or the Trustees as the absolute owner and Holder of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, the Depositary or its nominee may grant proxies and otherwise authorize any Person (including any Agent Member and any Person that holds a beneficial interest in a Global Note through an Agent Member) to take any action which a Holder is entitled to take under the Indenture or the Notes, and nothing herein will impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(4) If (x) the Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary for a Global Note and a successor depositary is not appointed by the Issuer within 90 days of the notice or (y) an Event of Default has occurred and is continuing and the U.S. Trustee has received a request from the Depositary, the U.S. Trustee will promptly exchange each beneficial interest in the Global Note for one or more Certificated Notes in authorized denominations having an equal aggregate principal amount registered in the name of the owner of such beneficial interest, as identified to the U.S. Trustee by the Depositary, and thereupon the Global Note will be deemed canceled. If such Note was an Offshore Global Note, then the Certificated Notes issued in exchange therefor will not bear the Restricted Legend.

(c) *Certificated Notes*. Each Certificated Note will be registered in the name of the Holder thereof or its nominee.

(d) *Transfers and Exchanges Generally*. A Holder may transfer a Note (or a beneficial interest therein) to another Person or exchange a Note (or a beneficial interest therein) for another Note or Notes of any authorized denomination by presenting to the U.S. Trustee a written request therefor stating the name of the proposed transferee or requesting such an exchange, accompanied by any certification, opinion or other document required by Section 2.2. The U.S. Trustee will promptly register any such transfer or exchange that meets the requirements of this Section by noting the same in the register maintained by the U.S. Trustee for the purpose; *provided* that (x) no transfer or exchange will be effective until the transfer or exchange is registered in such register and (y) the U.S. Trustee will not be required (i) to issue, register the transfer of or exchange any Note for a period of 15 days before a selection of Notes to be redeemed or purchased pursuant to an Offer to Purchase, (ii) to register the transfer of or exchange any Note so selected for redemption or purchase in whole or in part, except, in the case of a partial redemption (or purchase), that portion of any Note not being redeemed or purchased, or (iii) if a redemption or a purchase pursuant to an Offer to Purchase is to occur after a regular record date but on or before the corresponding Interest Payment Date, to register the transfer of or exchange any Note on or after the Regular Record Date and before the date of redemption or purchase. Prior to the registration of any transfer, the Issuer, the Trustees

and their agents will treat the person in whose name the Note is registered as the owner and Holder thereof for all purposes (whether or not the Note is overdue), and will not be affected by notice to the contrary.

From time to time the Issuer will execute and the U.S. Trustee will authenticate additional Notes as necessary in order to permit the registration of a transfer or exchange in accordance with this Section.

No service charge will be imposed in connection with any transfer or exchange of any Note, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than a transfer tax or other similar governmental charge payable upon exchange pursuant to paragraph (b)(4)).

(e) *Procedures to Be Followed by the U.S. Trustee*. (1) *Global Note to Global Note*. If a beneficial interest in a Global Note is transferred or exchanged for a beneficial interest in another Global Note, the U.S. Trustee will (x) record a decrease in the principal amount of the Global Note being transferred or exchanged equal to the principal amount of such transfer or exchange and (y) record a like increase in the principal amount of the other Global Note. Any beneficial interest in one Global Note that is transferred to a Person who takes delivery in the form of an interest in another Global Note, or exchanged for an interest in another Global Note, will, upon transfer or exchange, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer and exchange restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

(2) *Global Note to Certificated Note*. If a beneficial interest in a Global Note is transferred or exchanged for a Certificated Note, the U.S. Trustee will (x) record a decrease in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (y) deliver one or more new Certificated Notes in authorized denominations having an equal aggregate principal amount to the transferee (in the case of a transfer) or the owner of such beneficial interest (in the case of an exchange), registered in the name of such transferee or owner, as applicable.

(3) *Certificated Note to Global Note*. If a Certificated Note is transferred or exchanged for a beneficial interest in a Global Note, the U.S. Trustee will (x) cancel such Certificated Note, (y) record an increase in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (z) in the event that such transfer or exchange involves less than the entire principal amount of the canceled Certificated Note, deliver to the Holder thereof one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Certificated Note, registered in the name of the Holder thereof.

(4) *Certificated Note to Certificated Note.* If a Certificated Note is transferred or exchanged for another Certificated Note, the U.S. Trustee will (x) cancel the Certificated Note being transferred or exchanged, (y) deliver one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the principal amount of such transfer or exchange to the transferee (in the case of a transfer) or the Holder of the canceled Certificated Note (in the case of an exchange), registered in the name of such transferee or Holder, as applicable, and (z) if such transfer or exchange involves less than the entire principal amount of the canceled Certificated Note, deliver to the Holder thereof one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Certificated Note, registered in the name of the Holder thereof.

Any Global Note and any Certificated Note representing Canadian Private Placement Notes shall bear the following legend:

"IN CANADA, UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS

AND A DAY AFTER THE LATER OF (I) [DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA."

Exhibit A

FORM
OF
5.81% SENIOR NOTE DUE 2031

[FORM OF FACE OF NOTE]

THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT:

(A) SUCH SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY:

(i) (a) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (c) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 UNDER THE SECURITIES ACT OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL AND OTHER CERTIFICATIONS AND DOCUMENTS IF THE ISSUER SO REQUESTS);

(ii) TO THE ISSUER; OR

(iii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT

AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND IN EACH CASE SUBJECT TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF THIS SECURITY BY THE HOLDER OR BY ANY INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL.

[THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE

DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.][1]

[1] To be included for Global Notes.

No. [●] $[●]

[CUSIP No. [●]]
[ISIN [●]]

6297782 LLC
5.81% SENIOR NOTE DUE 2031

6297782 LLC, a limited liability company in existence under the laws of the State of Delaware (herein called the "**Issuer**," which term includes any successor corporation or limited liability company under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to [_____] or registered assigns, the principal sum of $[●] on February 1, 2031 (the "**Maturity Date**"), and to pay interest on said principal sum semi-annually on February 1 and August 1, commencing February 1, 2024 (each, an "**Interest Payment Date**"), at the rate of 5.81% per annum from August 1, 2023, or from the most recent date in respect of which interest has been paid or duly provided for, until payment of the principal sum has been made or duly provided for. The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the Person in whose name this Note (or one or more predecessor Securities) is registered at the close of business on the record date for such Interest Payment Date, which shall be the January 15 and July 15 (whether or not a Business Day (as defined below)) next preceding such Interest Payment Date. If the Issuer defaults in a payment of any such interest, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date. The Issuer shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the U.S. Trustee and shall promptly mail or cause to be mailed or deliver by electronic transmission to each Holder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid. The Issuer may pay defaulted interest in any lawful manner.

Payment of the principal of and interest on this Note will be made at the Place of Payment in Dollars as more fully provided in the Indenture.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth at this place. Unless the certificate of authentication hereon has been executed by or on behalf of the U.S. Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

6297782 LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

U.S. TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the Series designated therein referred to in the within-mentioned Indenture.

The Bank of New York Mellon, as U.S. Trustee

By: _____
Authorized Signatory

Dated:

[FORM OF REVERSE OF NOTE]

6297782 LLC
5.81% SENIOR NOTE DUE 2031

This Note is one of a duly authorized issue of debentures, notes or other debt instruments of the Issuer (herein called the "**Securities**"), issued and to be issued in one or more Series under an Indenture dated as of August 1 2023 (the "**Base Indenture**"), as supplemented by the First Supplemental Indenture dated as of August 1, 2023 (the "**First Supplemental Indenture**," and, together with the Base Indenture, the "**Indenture**"), among the Issuer, 15142083 Canada Ltd., 15142121 Canada Ltd., BNY Trust Company of Canada, a trust company existing under the laws of Canada, as the Canadian trustee (the "**Canadian Trustee**"), and The Bank of New York Mellon, a New York banking corporation, as the United States trustee (the "**U.S. Trustee**") (the Canadian Trustee and the U.S. Trustee are each also individually referred to herein as a "**Trustee**" and collectively, as the "**Trustees**", which terms include any successor Trustee under the Indenture), to which Indenture and any other supplemental indenture thereto reference is hereby made for a statement of the respective rights thereunder of the Issuer, the Trustees, and the Holders of the Securities, the terms upon which the Securities are, and are to be, authenticated and delivered, and the definition of capitalized terms used herein and not otherwise defined herein. The Securities may be issued in one or more Series, which different Series may be issued in various aggregate principal amounts, may be denominated in different currencies, may mature at different times, may bear interest (if any) at different rates (which rates may be fixed or variable), may be subject to different redemption provisions (if any), may be subject to different sinking, purchase, or analogous funds (if any), may be subject to different covenants and Events of Default, and may otherwise vary as provided in the Indenture. This Note is one of a Series of Securities of the Issuer designated as set forth on the face hereof (herein called the "**Notes**"), issued initially in an aggregate principal amount of $[1,250,000,000]

Interest on the Notes will be payable semi-annually in arrears on each Interest Payment Date. If any Interest Payment Date, the Maturity Date or any earlier repayment date falls on a day that is not a Business Day, then payment of interest and/or principal that would otherwise be payable on such date will be made on the next succeeding Business Day. No interest will accrue on the amount so payable for the period from such Interest Payment Date, Maturity Date or earlier repayment date, as the case may be, to the date payment is made. Interest on the Notes will be compounded and paid on the basis of a 360-day year of twelve 30-day months.

The Notes are not redeemable prior to August 1, 2028.

[After August 1, 2028 and prior to [_____], 20[__] ([__] months prior to the maturity date of the Notes) (the "Par Call Date"), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus [__] basis points less (b) interest accrued to the Redemption Date, and (2) 100% of the principal amount of the Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to the Redemption Date.][2]

[2] Note: To be inserted if Section 4.01(b) and (c) of the Supplemental Indenture apply to the Notes.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Securities of each Series under the Indenture at any time by the Issuer and the Trustees with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities of each Series to be affected by such amendment or modification. The Indenture also contains provisions permitting the Holders of at least a majority in principal amount of the outstanding Securities of each Series to be affected by such waiver, on behalf of the Holders of Securities of such Series, to waive compliance by the Issuer with certain provisions of the Indenture or the Securities with respect to such Series. Once effective, any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

If an Event of Default with respect to the Notes occurs and is continuing, the principal amount hereof may become immediately due and payable in the manner and with the effect provided in the Indenture.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registerable in the Security register, upon surrender of this Note for registration of transfer at the office or agency of the Issuer duly endorsed, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer duly executed, by the Holder hereof or its attorney duly authorized in writing, and thereupon the Issuer shall execute, and the U.S. Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of the same Series of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by the Indenture.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this Note may be exchanged for other Securities of the same Series of any authorized denominations and of a like aggregate principal amount, upon surrender of this Note at the office or agency of the Issuer.

No service charge shall be made for any such registration or transfer or exchange, but the Issuer or the U.S. Trustee may require payment of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection therewith.

Prior to the presentment of this Note for registration of transfer, the Issuer, the Trustees and any agent of the Issuer or the Trustees may deem and treat the Person in whose name this Note is registered on the Security register as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Issuer, the Trustees, nor any agent of the Issuer or the Trustees shall be affected by notice to the contrary.

The Issuer may, without the consent of the existing holders of the Notes, issue additional Notes of this Series having the same terms (except the issue date, the date from which interest accrues and, in some cases, the first interest payment date) so that existing Notes and additional Notes form the same series under the Indenture, *provided, however*, that if any such additional Notes are not fungible with the existing Notes for U.S. federal income tax purposes, such additional Notes will have a separate CUSIP number.

This Note shall be governed by and interpreted in accordance with the laws of the State of New York.

All terms used in this Note which are defined in the Indenture and are not otherwise defined herein shall have the meanings assigned to them in the Indenture.

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE**]**

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE**]**

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Issuer, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

[THE FOLLOWING PROVISION TO BE INCLUDED ON ALL CERTIFICATES BEARING A RESTRICTED LEGEND]

In connection with any transfer of this Note occurring prior to _____, the undersigned confirms that such transfer is made without utilizing any general solicitation or general advertising and further as follows:

Check One

☐ (1) This Note is being transferred to a "qualified institutional buyer" in compliance with Rule 144A under the Securities Act of 1933, as amended and certification in the form of Exhibit D to the Indenture is being furnished herewith.

☐ (2) This Note is being transferred to a Non-U.S. Person in compliance with the exemption from registration under the Securities Act of 1933, as amended, provided by Regulation S thereunder, and certification in the form of Exhibit C to the Indenture is being furnished herewith.

or

☐ (3) This Note is being transferred other than in accordance with (1) or (2) above and documents are being furnished which comply with the conditions of transfer set forth in this Note and the Indenture.

If none of the foregoing boxes is checked, the U.S. Trustee is not obligated to register this Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in the Indenture have been satisfied.

Date: _____

_____
Seller

By:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatsoever.

Signature Guarantee:[3]

By: _____
To be executed by an executive officer

[3] Signatures must be guaranteed by an "**eligible guarantor institution**" meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "**signature guarantee program**" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following increases or decreases of this Global Note have been made:

Date of Exchange	Amount of decrease in principal amount of this Global Note	Amount of increase in principal amount of this Global Note	Principal amount of this Global Note following such decrease (or increase)	Signature of authorized officer of U.S. Trustee

Exhibit B

[Restricted Securities Legend]

THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT:

(A) SUCH SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY:

(i) (a) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144 UNDER THE SECURITIES ACT, (c) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 UNDER THE SECURITIES ACT OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL AND OTHER CERTIFICATIONS AND DOCUMENTS IF THE ISSUER SO REQUESTS);

(ii) TO THE ISSUER; OR

(iii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT

AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND IN EACH CASE SUBJECT TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF THIS SECURITY BY THE HOLDER OR BY ANY INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL.

Exhibit C

Regulation S Certificate

To: The Bank of New York Mellon, as the United States Trustee, and BNY Trust Company of Canada, as the Canadian Trustee (each, a "**Trustee**" and collectively, the "**Trustees**")
[●]
Attention: [●]

Re: 5.81% Notes due 2031 (the "**Notes**") issued under the Indenture, dated as of August 1, 2023, between 6297782 LLC (the "**Issuer**") and the Trustees, as supplemented by the First Supplemental Indenture thereto dated as of August 1, 2023 (together, the "**Indenture**")

Ladies and Gentlemen:

Terms are used in this Certificate as used in Regulation S ("**Regulation S**") under the Securities Act of 1933, as amended (the "**Securities Act**"), except as otherwise stated herein.

[CHECK A OR B AS APPLICABLE.]

☐ A. This Certificate relates to our proposed transfer of $____ principal amount of Notes issued under the Indenture. We hereby certify as follows:

1. The offer and sale of the Notes was not and will not be made to a person in the United States (unless such person is excluded from the definition of "**U.S. person**" pursuant to Rule 902(k)(2)(vi) or the account held by it for which it is acting is excluded from the definition of "**U.S. person**" pursuant to Rule 902(k)(2)(i) under the circumstances described in Rule 902(h)(3)) and such offer and sale was not and will not be specifically targeted at an identifiable group of U.S. citizens abroad.

2. Unless the circumstances described in the parenthetical in paragraph 1 above are applicable, either (a) at the time the buy order was originated, the buyer was outside the United States or we and any person acting on our behalf reasonably believed that the buyer was outside the United States or (b) the transaction was executed in, on or through the facilities of a designated offshore securities market, and neither we nor any person acting on our behalf knows that the transaction was pre-arranged with a buyer in the United States.

3. Neither we, any of our affiliates, nor any person acting on our or their behalf has made any directed selling efforts in the United States with respect to the Notes.

4. The proposed transfer of Notes is not part of a plan or scheme to evade the registration requirements of the Securities Act.

5. If we are a dealer or a person receiving a selling concession, fee or other remuneration in respect of the Notes, and the proposed transfer takes place during the Restricted Period (as defined in the Indenture), or we are an officer or director of the Issuer or an Initial Purchaser (as defined in the Indenture), we certify that the proposed transfer is being made in accordance with the provisions of Rule 904(b) of Regulation S.

☐ B. This Certificate relates to our proposed exchange of $____ principal amount of Notes issued under the Indenture for an equal principal amount of Notes to be held by us. We hereby certify as follows:

1. At the time the offer and sale of the Notes was made to us, either (i) we were not in the United States or (ii) we were excluded from the definition of "**U.S. person**" pursuant to

Rule 902(k)(2)(vi) or the account held by us for which we were acting was excluded from the definition of "**U.S. person**" pursuant to Rule 902(k)(2)(i) under the circumstances described in Rule 902(h)(3); and we were not a member of an identifiable group of U.S. citizens abroad.

2. Unless the circumstances described in paragraph 1(ii) above are applicable, either (a) at the time our buy order was originated, we were outside the United States or (b) the transaction was executed in, on or through the facilities of a designated offshore securities market and we did not pre-arrange the transaction in the United States.

3. The proposed exchange of Notes is not part of a plan or scheme to evade the registration requirements of the Securities Act.

You and the Issuer are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF SELLER (FOR TRANSFERS) OR OWNER (FOR EXCHANGES)]

By: _____
Name:
Title:
Address:

Date:_____

Exhibit D

Rule 144A Certificate

To: The Bank of New York Mellon, as the United States Trustee, and BNY Trust Company of Canada, as the Canadian Trustee (each, a "**Trustee**" and collectively, the "**Trustees**")
[●]
Attention: [●]

Re: 5.81% Notes due 2031 (the "**Notes**") issued under the Indenture, dated as of [August 1], 2023, between 6297782 LLC (the "**Issuer**") and the Trustees, as supplemented by the First Supplemental Indenture thereto dated as of August 1, 2023 (together, the "**Indenture**")

Ladies and Gentlemen:

This Certificate relates to:

[CHECK A OR B AS APPLICABLE.]

☐ A. Our proposed purchase of $____ principal amount of Notes issued under the Indenture.

☐ B. Our proposed exchange of $____ principal amount of Notes issued under the Indenture for an equal principal amount of Notes to be held by us.

We and, if applicable, each account for which we are acting in the aggregate owned and invested more than $100,000,000 in securities of issuers that are not affiliated with us (or such accounts, if applicable), as of _____, 20__, which is a date on or since close of our most recent fiscal year. We and, if applicable, each account for which we are acting, are a qualified institutional buyer within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act of 1933, as amended (the "**Securities Act**"). If we are acting on behalf of an account, we exercise sole investment discretion with respect to such account. We are aware that the transfer of Notes to us, or such exchange, as applicable, is being made in reliance upon the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. Prior to the date of this Certificate we have received such information regarding the Issuer as we have requested pursuant to Rule 144A(d)(4) or have determined not to request such information.

You and the Issuer are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF PURCHASER (FOR TRANSFERS) OR OWNER (FOR EXCHANGES)]

By: _____
Name:
Title:
Address:

Date:_____

Exhibit E

[Form of Notation of Guarantee]

NOTATION OF GUARANTEE OF [15142083 CANADA LTD.][15142121 CANADA LTD.]

For value received, the undersigned, [15142083 Canada Ltd.][15142121 Canada Ltd.], a Canadian corporation (the ["Holdco Guarantor"][" Guarantor Party,"] which term includes any successor person under the indenture referred to herein), has irrevocably and unconditionally guaranteed the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of the principal of, premium, if any, and interest on and any Additional Amounts with respect to the Notes according to the terms of the Notes.

IN WITNESS WHEREOF, [15142083 Canada Ltd.][15142121 Canada Ltd.] has caused this Notation of Guarantee to be duly executed as of the date first above written.

[[15142083 CANADA LTD.][15142121 CANADA LTD.]

By: _____
Name:
Title: