

ALIMENTATION COUCHE-TARD INC.

and

TSX TRUST COMPANY

SECOND SUPPLEMENTAL TRUST INDENTURE

Supplementing the Trust Indenture dated as of July 26, 2017 between
Alimentation Couche-Tard Inc. and AST Trust Company (Canada) (now known as TSX Trust Company)

and

providing for the issue of 5.592% Senior Unsecured Notes, Series 7, due 2030
in the aggregate principal amount of Cdn. \$800,000,000

DATED AS OF SEPTEMBER 25, 2023

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of September 25, 2023.

BETWEEN:

ALIMENTATION COUCHE-TARD INC., a corporation incorporated under the laws of the Province of Québec (the “**Issuer**”),

AND:

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

RECITALS:

- A. The Issuer and the Trustee have entered into a trust indenture dated as of July 26, 2017 (as amended, modified or supplemented to date, the “**Trust Indenture**”).
- B. Pursuant to Section 2.2 and Section 14.1(h) of the Trust Indenture, the Issuer may issue one or more Series of Notes containing such terms, provisions and conditions as may be set forth in a Supplemental Indenture pertaining to the Notes of such Series.
- C. This Second Supplemental Indenture is entered into for the purpose of providing for the issue of 5.592% Senior Unsecured Notes, Series 7, due September 25, 2030 in the aggregate principal amount of Cdn. \$800,000,000 pursuant to the Trust Indenture and establishing the terms, provisions and conditions of the Series 7 Notes.

NOW THEREFORE THIS SECOND SUPPLEMENTAL INDENTURE WITNESSES and it is hereby covenanted, agreed and declared as follows.

**ARTICLE 1
INTERPRETATION**

1.1 To Be Read With Trust Indenture

This Second Supplemental Indenture is a Supplemental Indenture within the meaning of the Trust Indenture. The Trust Indenture and this Second Supplemental Indenture shall be read together and shall have effect so far as practicable as though all the provisions of both indentures were contained in one instrument.

1.2 Second Supplemental Indenture

The terms “**this Second Supplemental Indenture**”, “**this indenture**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**”, and similar expressions, unless the context otherwise specifies or requires, refer to the Trust Indenture as amended and supplemented by this Second Supplemental Trust Indenture and not to any particular Article, section, subsection or clause or other portion thereof, and include every instrument supplemental or ancillary to this Second Supplemental Indenture. For clarity and avoidance of doubt, the provisions of this Second Supplemental Indenture shall only be applicable to the Series 7 Notes issued hereunder and shall not be applicable to any other series of Notes.

1.3 Definitions

All terms which are defined in the Trust Indenture and used but not defined in this Second Supplemental Indenture shall have the meanings ascribed to them in the Trust Indenture, as such meanings may be amended by this Second Supplemental Indenture. In the event of any inconsistency

between terms in the Trust Indenture and this Second Supplemental Indenture, the terms in this Second Supplemental Indenture prevail. Subject to the foregoing, in this Second Supplemental Indenture and in the Series 7 Notes, the following terms have the following meanings:

“Canada Yield Price” means a price equal to the price of the Series 7 Notes to be redeemed calculated to provide a yield from the Redemption Date to July 25, 2030, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield calculated at 10:00 a.m. (Montreal time) on the Business Day preceding the day on which the Issuer gives notice of redemption pursuant to the Trust Indenture and this Second Supplemental Indenture, plus 0.38%;

“Government of Canada Yield” on any date means the yield from the Redemption Date to July 25, 2030, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in 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 July 25, 2030, such yield being the average of the yields provided by two Canadian investment dealers specified by the Issuer;

“Series 7 Notes” means the notes referred to in Section 2.1 hereof; and

“Trust Indenture” has the meaning ascribed to it in Recital A.

1.4 Governing Law

This Second Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

ARTICLE 2 THE SERIES 7 NOTES

2.1 Creation and Designation

The Issuer is authorized in accordance with the Trust Indenture to issue under this Second Supplemental Indenture a series of notes designated “Series 7 Notes”.

2.2 Limitation on Aggregate Principal Amount

The aggregate principal amount of Series 7 Notes which may be issued under this Second Supplemental Indenture is unlimited, provided that the initial issuance hereunder shall be in the aggregate principal amount of Cdn. \$800,000,000.

2.3 Attributes of Series 7 Notes

The Series 7 Notes shall have the attributes as set forth in Schedule “A” attached hereto.

2.4 Form of Series 7 Notes

The Series 7 Notes shall be issuable initially as one Global Note held by, or on behalf of, the Depository, as depository, for its participants and registered in the name of the Depository or its Nominee. The Global Note will be substantially in the form set out in Schedule “B” hereto with such appropriate additions, deletions substitutions and variations as the Trustee may approve and shall bear such distinguishing letters and numbers as the Trustee may approve, with such approvals in each case to be conclusively deemed to have been given by the Trustee certifying such Series 7 Notes.

2.5 Location of Registers

With respect to the Series 7 Notes, the Registers referred to in Section 3.1 of the Trust Indenture shall be kept by and in the principal offices of the Trustee in Montreal, Québec and may be kept in such other place or places, if any, by the Trustee or by such other Registrar or Registrars (if any) as the Issuer, with the approval of the Trustee, may designate.

2.6 Additional Amounts

The Issuer will not be required to pay any additional amounts on the Series 7 Notes in respect of any tax, assessment or government charge withheld or deducted, or any other cost, charge or payment of any nature or type.

2.7 Trustee, etc.

The Trustee will be the trustee, authenticating agent, Paying Agent, transfer agent and Registrar for the Series 7 Notes.

2.8 Redemption and Repurchase

- (a) At its option, the Issuer may redeem the Series 7 Notes at any time and from time to time, in whole or in part, prior to July 25, 2030, on payment of a redemption price equal to the greater of (i) the Canada Yield Price and (ii) the principal amount of Series 7 Notes to be redeemed, together, in each case, with accrued and unpaid interest, if any, to the Redemption Date, provided that immediately before and after giving effect to such redemption, the Issuer is not in default under the Trust Indenture or this Second Supplemental Indenture.
- (b) In addition, at its option, the Issuer may redeem the Series 7 Notes at any time and from time to time, in whole or in part, on or after July 25, 2030, on payment of a redemption price equal to 100% of the principal amount of Series 7 Notes to be redeemed, together with accrued and unpaid interest, if any, to the Redemption Date, provided that immediately before and after giving effect to such redemption, the Issuer is not in default under the Trust Indenture or this Second Supplemental Indenture.
- (c) The Issuer shall give notice of redemption not more than 60 days and not less than 10 days before the Redemption Date and shall otherwise carry out the redemption of the Series 7 Notes in accordance with Article 5 of the Trust Indenture (except that, solely for purposes of the Series 7 Notes (and not in relation to any other series of Notes), notwithstanding Section 5.4 of the Trust Indenture, the notice of intention to redeem the Series 7 Notes may be given not more than 60 days and not less than 10 days prior to the Redemption Date). Less than all of the Series 7 Notes may be redeemed, and if so redeemed, shall be redeemed in accordance with Section 5.3 of the Trust Indenture. Series 7 Notes that are so redeemed pursuant to Section 2.8(a) and 2.8(b) will be cancelled and will not be re-issued in accordance with Section 5.7 of the Trust Indenture. The notice of redemption given to holders of Series 7 Notes may be conditional on a certain event or transaction (such as a financing, an asset disposition or other transaction) and, in such case, shall specify the details and terms of the event on which the redemption is conditional.
- (d) The Issuer shall be entitled at any time and from time to time to purchase for cancellation Series 7 Notes in the market (which may include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by private contract at any price. Series 7 Notes that are so purchased will be cancelled and will not be re-issued in accordance with Section 5.7 of the Trust Indenture.

Less than all of the Series 7 Notes may be purchased, and if so purchased, shall be purchased for cancellation in accordance with Section 5.1 of the Trust Indenture.

ARTICLE 3 MISCELLANEOUS

3.1 Acceptance of Trust

The Trustee accepts the trusts in this Second Supplemental Indenture and agrees to carry out and discharge the same upon the terms and conditions set out in this Second Supplemental Indenture and in accordance with the Trust Indenture.

3.2 Confirmation of Trust Indenture

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

3.3 Counterparts

This Second Supplemental Indenture may be executed (including by electronic signature) in several counterparts and delivered electronically, each of which so executed shall be deemed to be original and such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of this Second Supplemental Indenture by electronic transmission (including an email transmission of a PDF (or similar) format document) shall be as effective as delivery of a manually executed counterpart of this Second Supplemental Indenture.

3.4 English Language

The parties hereto have confirmed their express wish that this Second Supplemental Indenture and all other documents related hereto be drafted in the English language. *Les parties aux présentes ont confirmé leur volonté expresse que le présent deuxième avenant à l'acte de fiducie, de même que tous les documents s'y rapportant, soient rédigés en langue anglaise.*

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Second Supplemental Indenture as of the date first written above.

ALIMENTATION COUCHE-TARD INC.

By: (s) Brian Hannasch
Name: Brian Hannasch
Title: President and Chief Executive Officer

By: (s) Filipe Da Silva
Name: Filipe Da Silva
Title: Executive Vice-President and Chief Financial Officer

TSX TRUST COMPANY,
as TrusteeSharo Moradi

By: (s) Haris Plastourgos
Name: Haris Plastourgos
Title: Authorized Signatory

By: (s) Sharo Moradi
Name: Sharo Moradi
Title: Authorized Signatory

SCHEDULE "A"

ATTRIBUTES OF THE SERIES 7 NOTES

Designation:	5.592% Notes, Series 7
Principal Amount:	\$800,000,000
Currency:	Canadian Dollars
Denomination:	Minimum denominations of \$5,000 and \$1,000 increments thereafter.
Form of Note:	Fully registered Global Note, in book-entry only form, registered in the name of CDS & Co.
Interest Rate:	5.592%
Original Date of Issue:	September 25, 2023
Stated Maturity:	September 25, 2030
Interest Payment Date(s):	Each 25 th day of March and 25 th day of September in each year, commencing on March 25, 2024. Interest payments will be equal semi-annual in arrears.
Record Date(s):	Ten Business Days prior to the applicable Interest Payment Date.
Payment Currency of Principal, Interest and Premium (if any):	Canadian Dollars
Day Count Convention:	Actual/365 for periods less than six months.
Redemption and Repurchase:	Redeemable and can be repurchased prior to the Stated Maturity as specified in Section 2.8 of the Second Supplemental Indenture.

SCHEDULE "B"

FORM OF SERIES 7 NOTE

FORM OF SERIES 7 GLOBAL NOTE

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE TRUST 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 ALIMENTATION COUCHE-TARD INC. (THE "ISSUER") 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 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 HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THIS SECURITY BEFORE JANUARY 26, 2024.

REGISTERED

**ALIMENTATION COUCHE-TARD INC.
SERIES 7 NOTE
(unsecured)
(Fixed Rate Note)**

Note No. _____

ISIN No. CA01626PAS52
CUSIP No. 01626PAS5

Principal Amount: \$●
(● Dollars)

Currency: Canadian Dollars

Canadian Dollars

Denominations (if other than Cdn. Dollars or Cdn. Dollars denominations of a minimum denomination of Cdn. \$5,000 and thereafter in integral multiples of \$1,000): N/A

Interest Rate: 5.592% *per annum*

Original Date of Issue: September 25, 2023

STATED MATURITY: September 25, 2030

Interest Payment Date(s): Each 25th day of March and 25th day of September in each year, commencing on March 25, 2024

Record Date(s): the tenth Business Day prior to such Interest Payment Date.

Payment Currency of Principal, Interest and Premium (if any):
 Canadian Dollars
 Specified Currency

Day Count Convention: Actual/365 for periods less than six months.

Other Provisions: See "Redemption" below.

Addendum Attached

Yes

No

Redemption: Under the Trust Indenture (as defined below), the Series 7 Notes may be redeemed in whole or in part at the option of the Issuer at any time, upon not less than 10 days' and not more than 60 days' notice to the holders of the Series 7 Notes to be redeemed, and upon deposit with the Trustee, on the Redemption Date, of the Redemption Price. The notice of the Issuer to redeem the Series 7 Notes may be conditional on a certain event or transaction (such as a financing, an asset disposition or other transaction) and, in such case, such notice of redemption shall specify the details and terms of any event on which such redemption is conditional.

"Canada Yield Price" means a price equal to the price of the Series 7 Notes calculated to provide a yield from the Redemption Date to July 25, 2030, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, equal to the Government of Canada Yield calculated at 10:00 a.m. (Montreal time) on the Business Day preceding the day on which the Issuer gives notice of redemption pursuant to Section 5.4 of the Base Indenture (as defined below) and Section 2.8 of the Second Supplemental Indenture (as defined below), plus 0.38%.

"Government of Canada Yield" on any date means the yield from the Redemption Date to July 25, 2030, compounded semi-annually and calculated in accordance with generally accepted Canadian financial practice, which a non-callable Government of Canada bond would carry if issued in 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 July 25, 2030, such yield being the average of the yields provided by two Canadian investment dealers specified by the Issuer.

"Redemption Price" means, with respect to any Series 7 Note to be redeemed, if the redemption occurs before July 25, 2030, the greater of (i) the Canada Yield Price and (ii) the principal amount of Series 7 Notes to be redeemed, together in each case with accrued and unpaid interest, if any, to the Redemption Date, and if the redemption occurs on or after July 25, 2030, 100% of the principal amount of the Series 7 Notes to be redeemed plus accrued and unpaid interest, if any, to the Redemption Date.

ALIMENTATION COUCHE-TARD INC. (the "**Issuer**") for value received hereby promises to pay to the registered holder hereof on the Stated Maturity, or on such earlier date as the Principal Amount may become due in accordance with the provisions of the Trust Indenture (as defined below), on presentation and surrender of this 5.592% Senior Unsecured Series 7 Note due September 25, 2030 (the "**Series 7 Note**") at the principal office of the Trustee (as defined below), the Principal Amount, in lawful money of Canada, and to pay interest on the Principal Amount, from time to time outstanding, at the Interest Rate per annum, in like money semi-annually in arrears, in equal instalments on the Interest Payment Dates in each year and if the Issuer at any time defaults in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money, at the principal office of the Trustee and semi-annually on the same dates. Interest payments will be made by the Issuer by electronic funds transfer or wire transfer (or other payment method as agreed between the Issuer and the Trustee) to the registered holder or a nominee on each Interest Payment Date (except in case of payment at maturity, on redemption, repurchase or pursuant to a Change of Control Offer at which time payment of interest will be made only upon surrender of this Series 7 Note). The forwarding of such payments by electronic funds transfer or wire transfer shall satisfy and discharge the liability of the Issuer for interest upon this Series 7 Note to the extent of the sum represented thereby (plus the amount of any tax, assessment or other government charge required by law to be deducted or withheld).

This Series 7 Note is a single registered Note representing Cdn. \$● of the 5.592% Senior Unsecured Notes, Series 7 due September 25, 2030 of the Issuer issued under a trust indenture (the “**Base Indenture**”) dated as of July 26, 2017 made between the Issuer and AST Trust Company (Canada) (now known as TSX Trust Company) (the “**Trustee**”), as supplemented by a second supplemental trust indenture dated as of September 25, 2023 made between the Issuer and the Trustee (the “**Second Supplemental Indenture**” and together with the Base Indenture, the “**Trust Indenture**”). The Trust Indenture specifies the terms and conditions upon which the Series 7 Notes are issued or may be issued and held and the rights of the holders of the Series 7 Notes, the Issuer and the Trustee, all of which are incorporated by reference in this Series 7 Note and to all of which the holder of this Series 7 Note, by acceptance hereof, agrees.

The Series 7 Notes are senior unsecured obligations of the Issuer. The Series 7 Notes shall rank equally and *pari passu* with each other and with the Notes of every other Series (regardless of their actual dates or terms of issue) and, subject to statutory preferred exceptions, the Series 7 Notes shall rank *pari passu* with all other current and future senior unsecured and unsubordinated indebtedness of the Issuer. The Series 7 Notes will effectively be subordinated to all of the secured indebtedness of the Issuer and the Guarantors, to the extent of the assets securing such indebtedness, and senior to all future subordinated indebtedness of the Issuer and the Guarantors.

This Series 7 Note has been unconditionally guaranteed as to the payment of principal, interest, premium, if any, and other amounts due or owing thereunder by certain subsidiaries of the Issuer, subject to restrictions and limitations under applicable law and subject to the provisions of the Trust Indenture.

At any time when the Issuer is not in default under the Trust Indenture, the Issuer may purchase Series 7 Notes in the market or by tender at any price or by private contract.

The Issuer is required, subject to the occurrence of a Change of Control Triggering Event and subject to and in accordance with the provisions of the Trust Indenture, unless the Issuer has exercised its optional right to redeem or purchase for cancellation all of the Series 7 Notes, to make an offer to repurchase all or, at the option of the holder of Series 7 Notes, any part (equal to Cdn. \$1,000 or an integral multiple thereof) of such holder’s Series 7 Notes, at a price equal to 101% of the outstanding principal amount of this Series 7 Note together with accrued but unpaid interest thereon, if any, to the date of purchase.

The principal amount may become or be declared due before the Stated Maturity on the conditions, in the manner, with the effect and at the times set forth in the Trust Indenture.

The Base Indenture contains negative pledge and default provisions, certain covenants of the Issuer, provisions which preclude suits by holders of Notes in certain circumstances, and provisions for the holding of meetings of holders of notes. The Base Indenture provides for making resolutions passed at such meetings and instruments in writing signed by the holders of a specified percentage of the notes outstanding binding on all holders of notes issued by the Issuer pursuant to the Base Indenture, subject to the provisions of the Second Supplemental Indenture.

This Series 7 Note may be transferred only upon compliance with the conditions prescribed in the Trust Indenture on one of the Registers kept at the principal offices of the Trustee in Montreal, Québec and at such other place or places, if any, and by such other Registrar or Registrars, if any, as the Issuer may designate, by the registered holder hereof or the holder’s legal representative or attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee, and upon compliance with such reasonable requirements as the Trustee or other registrar may prescribe, and such transfer shall be duly noted hereon by the Trustee or other registrar.

This Series 7 Note shall not become obligatory for any purpose until it shall have been certified by or on behalf of the Trustee under the Trust Indenture.

This Series 7 Note and the Trust Indenture shall be governed and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

The parties hereto have confirmed their express wish that this Series 7 Note and all other documents related hereto be drafted in the English language.

Les parties aux présentes ont confirmé leur volonté expresse que le présent certificat, de même que tous les documents s'y rapportant, soient rédigés en langue anglaise.

All capitalized terms used in this Series 7 Note which are not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture.

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IN WITNESS WHEREOF the Issuer has caused this Series 7 Note to be signed by the President and Chief Executive Officer and the Executive Vice-President and Chief Financial Officer of the Issuer.

ALIMENTATION COUCHE-TARD INC.

By: _____
Name: Brian Hannasch
Title: President and Chief Executive Officer

By: _____
Name: Filipe Da Silva
Title: Executive Vice-President and Chief Financial Officer

TRUSTEE'S CERTIFICATE

This Series 7 Note is a single registered Note representing Cdn. \$● of the 5.592% Senior Unsecured Notes, Series 7, due September 25, 2030, of the Issuer issued under the Trust Indenture.

TSX TRUST COMPANY, as Trustee

By: _____
Certifying Officer

(NO WRITING HEREON EXCEPT BY THE TRUSTEE OR OTHER REGISTRAR)

DATE OF REGISTRY	IN WHOSE NAME REGISTERED	SIGNATURE OF TRUSTEE OR OTHER REGISTRAR

ASSIGNMENT/TRANSFER FORM

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assigns(s) and transfer(s) unto

(Please print or typewrite assignee's name and address including postal code)

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

Dated:

Signature of transferring registered holder*

Signature of transferring registered holder guaranteed by:**

Signature of Guarantor

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

** **Signature must be guaranteed by an authorized officer of a Canadian chartered bank or major Canadian trust company or by a medallion signature guarantee from a member of a recognized Medallion Signature Guarantee Program.**