



Legal Entity Identifier (LEI): 549300WN65YFEQH74Y36

\$500,000,000

of Medium-Term Notes within the scope of an offering
on a continuous basis in Canada

2.100% Notes Series B130 due May 27, 2031

Issue Price: 99.677%

for a yield to maturity of approximately 2.136%

The Notes offered hereby consist of \$500,000,000 principal amount, of 2.100% Notes Series B130 due May 27, 2031 (the “Notes”) of Québec. The Notes will be issued on May 27, 2021.

Interest on the Notes is payable in two equal semi-annual instalments in arrears on May 27 and November 27 of each year. The next interest payment on the Notes will be made on November 27, 2021. The Notes will mature on May 27, 2031.

The Notes will be issued in the form of a fully registered global certificate (the “Global Certificate”) and will be subject to the provisions of an Order in Council of the Gouvernement du Québec. Subject to limited exceptions, no individual physical Notes will be issued and beneficial interests in the Notes will be represented through book-entry accounts with participants of CDS Clearing and Depository Services Inc. Québec will maintain registers relating to the Notes, will register their transfers therein and will forward to the depository of the Global Certificate all payments of principal of, and interest on, the Notes.

Application will be made for the Notes offered hereby to be admitted to the Official List of the Luxembourg Stock Exchange and for such Notes to be admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange. The Euro MTF Market of the Luxembourg Stock Exchange is not a regulated market for purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended, “MiFID II”). Québec has undertaken to the underwriters to use all reasonable efforts to have the Notes listed on the Euro MTF Market of the Luxembourg Stock Exchange on or as soon as possible after the closing of the issue of the Notes. Québec cannot guarantee that these applications will be approved, and settlement of the Notes is not conditioned on obtaining the listing. If Québec determines that it is unduly onerous to maintain the listing of the Notes on the Luxembourg Stock Exchange, then Québec may delist the Notes from the Luxembourg Stock Exchange. If the listing of the Notes is so terminated, prior to such termination Québec will use its best efforts to seek an alternative admission to listing, trading and/or quotation of such Notes by another listing authority, securities exchange and/or quotation, reasonably.

In the opinion of Stein Monast I.L.P., counsel to Québec, the Notes will be valid obligations of Québec and a charge as to principal and interest upon the Consolidated Revenue Fund of Québec.

We, as principals, offer the Notes if, as and when issued and received by us and subject to the favorable legal opinion of counsel above mentioned as to all legal matters. Subscriptions will be received subject to rejection or allotment in whole or in part, and the right is reserved to close the subscription books at any time without notice. It is expected that delivery of the Notes will be made on or about May 27, 2021 through the book-entry facilities of CDS Clearing and Depository Services Inc., against payment therefore.

HSBC Securities (Canada) Inc.
Scotia Capital Inc.

RBC Dominion Securities Inc.
The Toronto-Dominion Bank

Skandinaviska Enskilda Banken AB (publ)

BMO Nesbitt Burns Inc.
CIBC World Markets Corp.
BNP Paribas
Desjardins Securities Inc.
Merrill Lynch Canada Inc.

Casgrain & Company Limited
National Bank Financial Inc.
Crédit Agricole Corporate and Investment Bank
Laurentian Bank Securities Inc.

Form, Registration, Transfer and Denominations of Notes: The Notes will be evidenced by book-entry accounts in the registers of CDS Clearing and Depository Services Inc. (the “**Depository**”) and will be represented by Global Certificates held by, or on behalf of, the Depository, or any successor depository, as may be appointed, and registered in the name of the Depository or its nominee, presently CDS & Co. Beneficial interests in Notes represented by a Global Certificate will be evidenced only by, and transfers thereof will be effected only through, registers maintained by the Depository (with respect to its participants’ interests) and by its participants. Notes will be issued in denominations of \$1,000 (Canadian dollars or U.S. dollars, as the case may be) or an integral multiple thereof.

Secondary Market trading: Secondary market trading between Depository participants, including Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A./N.V. (“**Euroclear**”) will be in accordance with market conventions applicable to transactions in book-based Canadian domestic notes. Links have been established among the Depository, Clearstream, Luxembourg and Euroclear to facilitate the initial issuance of the Notes and cross market transfers of the Notes associated with secondary market trading. The Depository will be linked indirectly to Clearstream, Luxembourg and Euroclear through the Depository accounts of their respective Canadian depositories. At the time of the initial settlement, the Notes will be represented by one or more fully registered Global Certificates without interest coupons which will not be exchangeable for fully registered physical certificates representing individual Notes.

Use of proceeds: The net proceeds of the issue will be added to the Consolidated Revenue Fund of Québec or advanced to Financement-Québec as permitted by law for the purpose of the Eligible Projects. The net proceeds of the Notes will not be held in a segregated account. An amount equal to the net proceeds of the Notes will be recorded in a designated account in Québec’s financial records, or as the case may be in Financement-Québec’s financial records, in order to track the use and allocation of funds relating to Eligible Projects. As long as the account balance is positive, amounts equivalent to the funds disbursed are deducted from the balance of the designated account as the funds are allocated to Eligible Projects approved under Québec’s internal selection process.

The term “Eligible Projects” refers to a group of selected projects that offer environmental benefits for protecting the environment, reducing greenhouse gas emissions or adapting to climate change in Québec. Electricity generation projects involving fossil fuels and nuclear energy are excluded.

Without limitations, Eligible Projects may fall into the following categories:

- Public transit
- Energy efficiency
- Renewable energy
- Sustainable waste management
- Sustainable land development
- Water management and/or water treatment
- Forest, agricultural land, and land management
- Climate adaptation and resilience

Proceeds of the Notes are expected to be used to fund some or all of such types of Eligible Projects.

Additional information on Québec’s Green Bond Program is available online: http://www.finances.gouv.qc.ca/en/RI_GB_Green_Bonds.asp.

Redemption and Purchase: The Notes cannot be redeemed prior to their stated maturity unless the Pricing Supplement provides that such Notes will be redeemable at the option of Québec and/or the Noteholders. Québec may at any time purchase Notes in any manner and at any price.

Payments: All payments of principal, premium and interest on the Notes will be made in the Specified Currency to the registered holder (the Depository or its nominee) of the Global Certificate representing such Notes.

Principal Amount of each Issue and Sale: Each issue and sale of Notes shall be in an aggregate principal amount of \$1,000 (Canadian dollars or U.S. dollars) or an integral multiple thereof as may be agreed between Québec and the Purchaser and as indicated in the applicable Pricing Supplement.

Status of the Notes: The Notes will constitute valid and unsecured obligations of Québec and will rank *pari passu* among themselves and with all other debentures, notes or similar securities issued by Québec and outstanding at the date hereof or in the future. The payment of the principal of and interest on the Notes will be a charge on, and payable out of, the Consolidated Revenue Fund of Québec.

Notices: As long as the Notes are listed on the Luxembourg Stock Exchange, and the rules of the Luxembourg Stock Exchange so require, notices will be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the Luxembourg Stock Exchange website at www.bourse.lu. Any such notice shall be deemed to have been given on the date of such delivery (or, if delivered more than once or on different dates, on the first date on which delivery is made) or, in the case of mailing, on the fourth weekday following such mailing and, in the case of publication, on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

Target Market:

MiFID II Product Governance / Professional Investors and ECPs only Target Market - Solely for the purposes of the underwriter’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Markets in Financial Instruments Directive (the “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the underwriter’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the underwriter’s target market assessment) and determining appropriate distribution channels.

Selling Restrictions:

General

Each of the underwriters has severally agreed that it will not offer, sell or deliver any of the Notes, directly or indirectly, or distribute this offering circular or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that, to the best knowledge and belief of such underwriter, will result in compliance with the applicable laws and regulations thereof and which will not impose any obligations on Québec except as set forth in the underwriting agreement.

United States of America

Each of the underwriters acknowledges that the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”) or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of 1933 Act and applicable state securities laws. Accordingly, each underwriter represents and warrants to and with Québec, and will cause its U.S. registered broker-dealer affiliates (the “**U.S. Affiliates**”) to comply with, such representations and warranties, that:

- (i) it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States, except in accordance with Rule 144A under the 1933 Act (the “**Rule 144A**”) and exemptions from applicable state securities laws or outside the United States in accordance with Regulation S under the 1933 Act. Accordingly, neither it nor any of its affiliate(s) nor any persons acting on its or their behalf have engaged or will engage in (i) any offer to sell or any solicitation of an offer to buy, any Notes to any person in the United States, (ii) any sale of Notes to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States (except for any discretionary account or similar account (other than estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States);
- (ii) it will not, either directly or through its U.S. Affiliate, solicit offers for, or offer to sell, the Notes in the United States by means of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the 1933 Act) and neither it nor its affiliate(s), nor any person acting on its or their behalf, have engaged or will engage in any “directed selling efforts” (as such term is defined in Regulation S under the 1933 Act) with respect to the Notes;
- (iii) it will solicit (and will cause its U.S. Affiliate to solicit) offers for the Notes in the United States only from, and will offer the Notes only to, persons who it reasonably believes to be Qualified Institutional Buyers in accordance with Rule 144A (the “**Qualified Institutional Buyers**”);
- (iv) immediately prior to soliciting any offeree, the underwriting has reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer;
- (v) it will inform (and cause its U.S. Affiliate to inform) all purchasers of the Notes in the United States that the Notes have not been and will not be registered under the 1933 Act and are being sold to them without registration under the 1933 Act in reliance on the exemption from registration provided by Rule 144A; and
- (vi) all offers and sales of the Notes in the United States will be effected in compliance with registration or qualification provisions of applicable state securities laws or exemptions therefrom.

European Economic Area (Prohibition of Sales to Retail Investors)

Each underwriter has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area (“**EEA**”). For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Each person in a Member State of the EEA who receives any communication in respect of, or who acquires any Notes under, the offer contemplated in this offering circular, or to whom the Notes are otherwise made available, will be deemed to have represented, warranted and agreed to and with each underwriter and Québec that it and any person on whose behalf it acquires Notes as a financial intermediary, as that term is defined in the Prospectus Regulation, is: (a) a qualified investor as defined in the Prospectus Regulation; and (b) not a “retail investor” as defined above.

United Kingdom

Each of the underwriters, on behalf of itself and each of its affiliates that participate in the initial distribution of the Notes, has severally represented and agreed that (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue and sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to Québec; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom (“**UK**”).

Further: (a) this document is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “**Financial Promotion Order**”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc”) of the Financial Promotion Order, (iii) are outside the UK, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred

to as “relevant persons”); (b) this document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons; and (c) any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Canadian Federal Income Tax Considerations:

In the opinion of Stein Monast L.L.P., Canadian counsel to Québec, the following summary describes the principal Canadian federal income tax considerations, as of the date hereof, generally applicable to a purchaser who acquires Notes pursuant to this offering and who at all relevant times, for purposes of the Income Tax Act (Canada) (the “**Tax Act**”) holds the Notes as capital property, is not affiliated with the underwriters and deals at arm’s length with the underwriters. Generally, the Notes will be considered capital property to a holder, provided the holder does not use or hold or is not deemed to use or hold the Notes in the course of carrying on a business and has not acquired them or is not deemed to have acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to: (a) a holder that is a “financial institution”, as defined in the Tax Act, for purposes of the mark-to-market rules; (b) a holder an interest in which is or would constitute a “tax shelter investment” as defined in the Tax Act; (c) a holder who reports its “Canadian tax results” within the meaning of the Tax Act in a currency other than Canadian currency; or (d) a holder that has entered or will enter into, with respect to the Notes, a “derivative forward agreement” as defined in the Tax Act. Any such holder should consult their own tax advisors to determine the particular Canadian federal income tax consequences to them of acquiring, holding and disposing the Notes.

This summary is based on the current provisions of the Tax Act and the regulations in force as of the date hereof, all specific proposals to amend the Tax Act and the regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”) and counsel’s understanding of the current published administrative practices and assessing policies of the Canada Revenue Agency. This summary assumes that the Tax Proposals will be enacted in the form proposed and does not take into account or anticipate any other changes in law or administrative or assessing practice, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax considerations which may differ from the Canadian federal income tax considerations described herein. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all, or that legislative, judicial or administrative changes will not modify or change the statements expressed herein.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular holder and no representation with respect to the income tax consequences to any particular holder is made. This summary is not exhaustive of all possible Canadian federal income tax considerations. Accordingly, prospective holders should consult their own tax advisors with respect to their particular circumstances.

Residents of Canada

The following discussion is generally applicable to a holder who, at all relevant times and for the purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be a resident of Canada (a “**Resident Holder**”). Certain Resident Holders whose Notes might not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Notes and every other “Canadian security”, as defined in the Tax Act, owned by such Resident Holders in the taxation year of the election and in all subsequent taxation years treated as capital property.

Interest Payments

A Resident Holder that is a corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year all interest on the Notes that accrues or is deemed to accrue to it to the end of the taxation year or that has become receivable by or is received by the Resident Holder before the end of that taxation year, except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year.

A Resident Holder (other than a holder referred to in the previous paragraph) will be required to include in computing its income for a taxation year all interest on Notes that is received or receivable by such Resident Holder in that taxation year (depending upon the method regularly followed by the holder in computing income), except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year.

Dispositions

On a disposition or deemed disposition of a Note by a Resident Holder, including a redemption or purchase by Québec or a repayment by Québec upon maturity, a Resident Holder will generally be required to include in computing its income for the taxation year in which the disposition occurred all interest on the Note that has accrued or is deemed to have accrued to such Resident Holder from the last interest payment date to the date of disposition to the extent that such interest has not otherwise been included in the Resident Holder’s income for the taxation year or a previous taxation year.

In general, a disposition or deemed disposition of a Note a Resident Holder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition, net of any amount required to be included in the Resident Holder’s income as interest or otherwise, exceed (or are exceeded by) the aggregate of the Resident Holder’s adjusted cost base thereof and any reasonable costs of disposition. Generally, one-half of a capital gain realized by a Resident Holder must be included in computing the Resident Holder’s income for the taxation year of disposition as a taxable capital gain. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is generally required to deduct one-half of the amount of any capital loss (an allowable capital loss) realized in a taxation year against taxable capital gains realized in that taxation year. Any allowable capital loss not deductible in the taxation year of disposition may be deducted against taxable capital gains in computing taxable income for any of the three preceding taxation years or any subsequent taxation year in accordance with the rules contained in the Tax Act. Taxable capital gains realized by a Resident Holder who is an individual or a trust (other than certain specified trusts) may result in such Resident Holder being liable for alternative minimum tax under the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

Additional Refundable Tax

A Resident Holder that is throughout the relevant taxation year a “Canadian-controlled private corporation” as defined in the Tax Act may be liable to pay an additional refundable tax on certain investment income including interest and taxable capital gains realized on the disposition or deemed disposition of the Notes.

Eligibility for Investment

The Notes are “qualified investments” under the Tax Act at the time of their acquisition for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a tax-free savings account and a deferred profit sharing plan, each as defined in the Tax Act (except for a deferred profit sharing plan of Québec).

Non-Residents of Canada

The following comments are generally applicable to a holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention, is neither resident nor deemed to be resident in Canada, deals at arm’s length with any transferee resident (or deemed to be resident) in Canada to whom the holder disposes of the Notes and does not use or hold, and is not deemed to use or hold, the Notes in, or in the course of, carrying on a business or part of a business in Canada (a “**Non-Resident Holder**”).

Principal and Interest

The payment by Québec of interest (including any amounts deemed to be interest) and principal on the Notes and of any premium as a result of the redemption or purchase by it of a Note before the maturity thereof to a Non-Resident Holder will not be subject to Canadian non-resident withholding tax. No other taxes on income (including taxable capital gains) will be payable by a Non-Resident Holder under the Tax Act in respect of the acquisition, holding or disposition of the Notes.

Documents Incorporated by Reference: The Offering Circular containing the Terms and Conditions of the Notes dated June 1, 2012 as modified on December 13, 2012, on May 2, 2013, on January 16, 2014, on February 17, 2015, on June 2, 2016, on June 27, 2017, on May 4, 2018, on June 25, 2019 and on November 26, 2020 and as replaced or modified by the Pricing Supplement dated May 27, 2021.

Governing Law: The Notes will be governed by, and construed in accordance with, the laws of Québec and the laws of Canada applicable therein.

Authorization: The Notes will be issued under and pursuant to the *Financial Administration Act* (Québec) and any Order in Council of the Gouvernement du Québec authorizing the Programme and, as the case may be, having modified it.

Responsibility for the maintenance of registers, for the recording of transfers and for the transmission of payments to the Depositary

Québec
Ministère des Finances du Québec
Direction de la gestion de caisse et Bureau général de dépôts
pour le Québec
8, rue Cook
Québec (Québec) G1R 0A4

ISIN
CA74814ZFM01
Common Code
234685031

**\$66,000,000,000**

**Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer**

On June 1st, 2012, Québec implemented a Canadian Medium Term Note Programme (the "Programme") continuing the one established on March 1, 2001. This Offering Circular supersedes any previous offering circular with respect to the Programme. All of the Notes issued under the Programme on and from the date of this Offering Circular are issued subject to the provisions hereof which, however, do not affect the Notes already issued and currently outstanding.

Under the Programme, Québec may from time to time issue and sell Notes in Canada denominated in Canadian dollars or U.S. dollars (the "Notes"). The Notes may be sold, for public issue, to purchasers either through an Agent (as defined below), or to an Agent acting for its own account, or to a group of underwriters, which may or not be Agents, or to purchasers through a dealer other than the Agents. The Notes will have maturities of one year or longer and, subject as set out herein, the aggregate amount of the initial offering prices of all Notes at any time outstanding will not exceed \$66,000,000,000, calculated as set forth herein (see "Plan of Distribution") in the case of Notes denominated in U.S. dollars.

Each issue and sale of Notes will be in an aggregate principal amount of \$1,000 (Canadian dollars or U.S. dollars) or an integral multiple thereof. The Notes will be evidenced only through book entry accounts with CDS Clearing and Depository Services Inc. (the "Depository") or any depository that the Ministre des Finances du Québec may designate and will be represented by a global certificate registered in the name of the Depository or its nominee, presently CDS & Co. or by a book-entry position established in the name of such depository or nominee. Beneficial interests in Notes will be evidenced only by, and transfers thereof will be effected only through, registers maintained by the Depository (with respect to its participants' interests) and by its participants.

The applicable terms and conditions of any Notes will be agreed between Québec and the Purchaser prior to the issue and sale of the Notes and will be specified in the applicable Pricing Supplement. Québec reserves the right to specify in such Pricing Supplement terms and conditions different from those set forth in this Offering Circular.

The Notes are being offered on a continuous basis by Québec through the Agents specified below (each an "Agent" and together the "Agents"). Québec will have the exclusive right to accept any offer to purchase Notes and may reject any such offer in whole or in part. The Agents have agreed with Québec to use their best efforts to maintain the existence of a secondary market for the Notes. See "Plan of Distribution".

**National Bank Financial Inc.
Casgrain & Company Limited
Desjardins Securities Inc.
Merrill Lynch Canada Inc.
Scotia Capital Inc.**

**BMO Nesbitt Burns Inc.
CIBC World Markets Inc.
Laurentian Bank Securities Inc.
RBC Dominion Securities Inc.
The Toronto-Dominion Bank**

Québec has taken all reasonable care to ensure that the facts stated herein in relation to Québec and in relation to the Notes are true and accurate in all material aspects and that there are no other material facts in relation to Québec and the Notes the omission of which would make any statement herein, whether of fact or opinion, misleading.

No person has been authorized to give any information or to make any representations other than those contained in this Offering Circular (or in any amendments made from time to time to this Offering Circular and any supplementary terms and conditions of the Notes) in connection with the offering or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized. Neither the delivery of this Offering Circular nor the issue of the Notes nor any sale thereof shall, under any circumstances, create any implication that there has been no change in the affairs of Québec since the date hereof. This Offering Circular does not constitute an offer or invitation by anyone in any jurisdiction in which such offer is not authorized or to any person to whom it is unlawful to make such offer or invitation. Neither this Offering Circular nor any other information supplied in connection with the Notes constitutes an offer or invitation by or on behalf of Québec or any of the Agents to any person to purchase any of the Notes.

The distribution of this Offering Circular and the offering or sale of the Notes in certain jurisdictions may be restricted. The Agents and Québec require persons into whose possession this Offering Circular or any Notes come to inform themselves about and observe any and all such restrictions.

More particularly, the Notes have not been and will not be registered under the United States of America entitled *Securities Act of 1933*, in its amended version (the “Act of 1933”), and, subject to certain exceptions, may not be offered, sold or delivered within the United States of America or to U.S. persons (within the meaning of Regulation S adopted under the Act of 1933), except pursuant to a registration statement under the Act of 1933 or in accordance with the provisions of Rule 144A adopted under the Act of 1933, or in accordance with an exemption from registration under the Act of 1933.

In this Offering Circular, references to “\$” and “dollar” are to Canadian dollars and references to “U.S. dollars” are to dollars of the United States of America.

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1. SUMMARY OF THE TERMS AND CONDITIONS OF THE PROGRAMME AND THE NOTES

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Series of Notes, by the applicable Pricing Supplement. Words and expressions defined in the Terms and Conditions of the Notes shall have the same meanings when used in this summary.

Issuer: Québec.

Description: Canadian Medium Term Note Programme.

Agents: National Bank Financial Inc., BMO Nesbitt Burns Inc., Casgrain & Company Limited, CIBC World Markets Inc., Desjardins Securities Inc., Laurentian Bank Securities Inc., Merrill Lynch Canada Inc., RBC Dominion Securities Inc., Scotia Capital Inc. and The Toronto-Dominion Bank.

Amount: Up to \$66,000,000,000 (calculated as set forth herein in the case of Notes denominated in U.S. dollars) aggregate initial offering prices of all Notes outstanding at any time. Québec will have the option to vary such amount at any time.

Currencies: Canadian dollars or (except for Real Return Notes) U.S. dollars as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement).

Maturities: Any maturity of one year or longer (as specified in the applicable Pricing Supplement).

Issue Price: Notes will be issued and sold at the price agreed between Québec and the Purchaser.

Form, Registration, Transfer and Denominations of Notes: The Notes will be evidenced only through book-entry accounts with the Depositary or any depositary that may be designated by the Ministre des Finances du Québec and will be represented by a global certificate registered in the name of the Depositary or its nominee, presently CDS & Co. or by a book-entry position established in the name of such depositary or nominee. Beneficial interests in Notes will be evidenced only by, and transfers thereof will be effected only through, registers maintained by the Depositary (with respect to its participants' interests) and by its participants. Notes will be issued in denominations of \$1,000 (Canadian dollars or U.S. dollars, as the case may be) or an integral multiple thereof.

Fixed Rate Notes: Fixed interest will be payable in arrears on such date or dates in each year as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement) and on repayment or redemption.

Floating Rate Notes: Floating Rate Notes will bear interest on such basis as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement) payable in arrears on such date or dates in each year as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement) and on repayment or redemption.

Dual Currency Notes: Payments (in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in Canadian dollars or U.S. dollars and based on such rate of exchange as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement).

Zero Coupon Notes: Zero Coupon Notes will be issued and sold at a discount and will not bear interest.

Indexed Notes: Payments (in respect of principal or interest and whether at maturity or otherwise) in respect of Indexed Notes (which do not include Real Return Notes) will be calculated by reference to such Index and/or Formula as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement).

Real Return Notes: Real Return Notes (being Notes whose yield is real (i.e. after considering the effect of inflation on the purchasing power of money)) will bear interest at a Nominal Rate adjusted in relation to the Consumer Price Index for Canada (as specified in the applicable Pricing Supplement) and said interest will consist of both an inflation compensation component calculated on the principal amount of the Notes and a cash component calculated on the principal amount of the Notes and the accrued inflation compensation component. The cash component of the interest will be payable in arrears on such date or dates in each year as may be agreed between Québec and the Purchaser (as specified in the applicable Pricing Supplement) and on repayment or redemption. The inflation compensation component will be payable on repayment or redemption.

Redemption and Purchase: The Notes cannot be redeemed prior to their stated maturity unless the Pricing Supplement provides that such Notes will be redeemable at the option of Québec and/or the noteholders. Québec may, at any time, purchase Notes in any manner and at any price.

Principal Amount of each Issue and Sale: Each issue and sale of Notes shall be in an aggregate principal amount of \$1,000 (Canadian dollars or U.S. dollars) or an integral multiple thereof as may be agreed between Québec and the Purchaser and as indicated in the applicable Pricing Supplement.

Status of the Notes: The Notes will constitute valid and unsecured obligations of Québec and will rank *pari passu* among themselves and with all other debentures, notes or similar securities issued by Québec and outstanding at the date hereof or in the future. The payment of the principal of and interest on the Notes will be a charge on, and payable out of, the Consolidated Revenue Fund of Québec.

Governing Law: The Notes will be governed by, and construed in accordance with, the laws of Québec and the laws of Canada applicable therein.

Authorization: The Notes will be issued under and pursuant to the Financial Administration Act (Québec) and any Order in Council of the Gouvernement du Québec authorizing the Programme and, as the case may be, having modified it.

II. PRICING SUPPLEMENT

The Pricing Supplement relating to each issue of Notes may contain the following information in respect of such Notes (all words and expressions defined in the Terms and Conditions of the Notes (see below) having the same meaning when used herein and all references to numbered Conditions being to the corresponding paragraphs of such Terms and Conditions):

- i) the Series number;
- ii) the date of issue of the Notes;
- iii) the date of the offering circular containing the Terms and Conditions of the Notes as replaced or modified by the Pricing Supplement;
- iv) the Specified Currency (Currencies in the case of Dual Currency Notes);
- v) the aggregate principal amount of the Notes to be issued;
- vi) the Interest/Payment Basis;
- vii) if the Notes are not to be of any single specified Interest/Payment Basis continuously from the date on which the Notes are issued to the stated maturity thereof, the dates from (and including) and to (but excluding) which they will be Notes of each Interest/Payment Basis;
- viii) the Interest Commencement Date;
- ix) the number of days within the first Interest Period, if shorter or longer than the other Interest Periods (excluding the last Interest Period);
- x) the number of days within the last Interest Period, if shorter or longer than the other Interest Periods (excluding the first Interest Period);
- xi) the Maturity Date;
- xii) in the case of Fixed Rate Notes:
 - (a) the Fixed Rate(s) and if more than one rate applies, the date on which each rate comes into effect;
 - (b) the Interest Payment Date(s);
 - (c) the Initial Fixed Interest Amount, if any; and
 - (d) the Final Fixed Interest Amount, if any;

xiii) in the case of Floating Rate Notes:

- (a) the Interest Payment Date(s);
- (b) the manner in which the Floating Rate is to be determined, including:
 - (1) the Reference Rate;
 - (2) the Designated Maturity;
 - (3) the Interest Reset Date(s);
 - (4) the Spread(s), if any;
- (c) the minimum rate, if any, at which the Notes will bear interest, which may remain the same throughout the life of the Notes or increase and/or decrease;
- (d) the maximum rate, if any, at which the Notes will bear interest, which may remain the same throughout the life of the Notes or increase and/or decrease; and
- (e) the denominator to be used for calculating the Floating Interest Amount, if different from the denominator set forth in Condition 3 (b)(ii);

xiv) in the case of Indexed Notes:

- (a) the Index and/or the Formula; and
- (b) the provisions regarding calculation of principal and/or interest in circumstances where such calculation by reference to the Index and/or the Formula is impossible and/or impracticable;

xv) in the case of Dual Currency Notes:

- (a) the exchange rate or basis of calculating the exchange rate to be used in determining the amounts of principal and/or interest payable in the Specified Currencies; and
- (b) the provisions regarding the calculation of principal and/or interest in circumstances where such calculation by reference to the exchange rate mentioned in (a) is impossible and/or impracticable;

xvi) in the case of Real Return Notes:

- (a) the Original Issue Date;
- (b) the Interest Payment Date(s);
- (c) the Nominal Rate;
- (d) the Official Time Base;
- (e) the reference CPI applicable as of the Original Issue Date;

xvii) if the Notes are to be redeemable at the option of Québec:

- (a) each Optional Redemption Date;
- (b) each Optional Redemption Amount and the method, if any, of calculating the same; and
- (c) if the Notes are redeemable in part;
 - (1) the Minimum Redemption Amount;
 - (2) the Maximum Redemption Amount;

xviii) if the Notes are redeemable at the option of the noteholders:

- (a) each Optional Redemption Date; and
- (b) each Optional Redemption Amount and the method, if any, of calculating the same;
- xix) the applicable definition of Business Day (if different from that set out in the Terms and Conditions of the Notes);
- xx) if the Notes have the benefit of a sinking fund, the terms and conditions of such sinking fund;
- xxi) any other relevant terms of such Notes;
- xxii) if a public issue, the name of the underwriters; and
- xxiii) the ISIN number of the Notes.

III. TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes.

The Notes are one of a Series (as defined below) of Notes (the “Notes”, which word shall mean all Notes issued in accordance with the Programme whether they are represented by a global certificate or by a book-entry position) having the following terms and conditions which will be attached to a global certificate or to the documentation pertaining to the issue of Notes, as the case may be, but the relevant Pricing Supplement in relation to any Series (as defined below) of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purpose of such Series of Notes.

When used herein, the following words and expressions shall have the following meanings:

Business Day: means (unless otherwise stated in the applicable Pricing Supplement) a day which is:

- (a) a day (other than a Saturday or a Sunday) on which banks are open for business in Montréal, Québec and Toronto, Ontario; and
- (b) in relation to Notes denominated in U.S. dollars, a day (other than a Saturday or a Sunday) on which banking institutions in New York City, United States of America, are not authorized by law or regulation to close;

CPI: the Consumer Price Index for Canada, All-items (not seasonally adjusted) as published by Statistics Canada, or, in limited circumstances, an applicable substitute Index;

Calculation Date: as pertains to any Interest Reset Date of the U.S. Prime Rate or U.S. Treasury Bill Rate, means the tenth calendar day after such Interest Reset Date or, if any such day is not a Business Day, the next succeeding Business Day;

Canadian Bankers Acceptance Rate: for an Interest Reset Date, the average rate for Canadian dollar bankers acceptances for the Designated Maturity which appears on the Reuters Screen CDOR Page as of 10:00 A.M. (Toronto time) on that Interest Reset Date. If such rate does not appear on the Reuters Screen CDOR Page, the Canadian Bankers Acceptance Rate for that Interest Reset Date will be the arithmetic mean of the bid rates of the Reference Banks for Canadian dollar bankers acceptances of the Designated Maturity, for settlement on that Interest Reset Date and in a Representative Amount, accepted by the Reference Banks as of 10:00 A.M. (Toronto time) on that Interest Reset Date. Québec will request the main Toronto office of each of the Reference Banks to provide a quotation of its rate;

Canadian dollars: the lawful money of Canada;

Canadian Prime Rate: for an Interest Reset Date, the rate determined by Québec to be the average of the rates publicly quoted by the banks of Schedule 1 of the Bank Act (Canada) as base rates for determining interest rates on Canadian dollar commercial loans in Canada and prevailing at 10:00 A.M. (Toronto time) on that Interest Reset Date;

Canadian Treasury Bill Rate: for an Interest Reset Date, the average rate for Government of Canada Treasury bills of the Designated Maturity which appears on the Reuters Screen CAFIX Page as of 10:00 A.M. (Toronto time) on that Interest Reset Date. If such rate does not appear on the Reuters Screen CAFIX Page, the Canadian Treasury Bill Rate for that Interest Reset Date will be the arithmetic mean of the secondary market bid rates of the Reference Banks as of 10:00 A.M. (Toronto time) on

that Interest Reset Date for the issue of current Government of Canada Treasury bills with a remaining maturity closest to the Designated Maturity. Québec will request the main Toronto office of each of the Reference Banks to provide a quotation of its rate;

Depository: CDS Clearing and Depository Services Inc. or such other successor depository as may be appointed by le Ministre des Finances du Québec;

Designated Maturity: the period to maturity of the instrument or obligation utilized to determine a Reference Rate, as specified in the applicable Pricing Supplement;

Dual Currency Note: a Note in respect of which the interest is payable in a Specified Currency other than the Specified Currency in which such Note is denominated;

Final Fixed Interest Amount: where the last Interest Period with respect to a Fixed Rate Note is shorter or longer than the preceding Interest Periods thereof (except, as the case may be, the first Interest Period), the amount of the last payment of interest;

Fixed Rate: the rate, generally expressed as a percentage per annum, at which a Fixed Rate Note bears interest, which may remain the same throughout the life of such Note or increase and/or decrease;

Fixed Rate Note: a Note bearing interest on a Fixed Rate basis;

Floating Interest Amount: each amount of interest payable on a Floating Rate Note for an Interest Period;

Floating Rate: the rate at which a Floating Rate Note bears interest, generally expressed as a percentage per annum and determined on the basis of a Reference Rate plus or minus the Spread;

Floating Rate Note: a Note bearing interest on a Floating Rate basis;

Formula: in the case of an Indexed Note, the formula to be used in determining the amounts of principal and/or interest due;

H.15(519): the weekly statistical release designated as such, or any successor publication, published by the *Board of Governors of the Federal Reserve System* of the United States of America and available through its website at "<http://www.federalreserve.gov/releases/H15>" or on any successor site or publication;

H.15 Daily Update: the daily update of H.15(519) available through the website of the *Board of Governors of the Federal Reserve System* of the United States of America at "<http://www.federalreserve.gov/releases/h15/update>" or on any successor site or publication;

Index: in the case of an Indexed Note, the index to which amounts payable in respect of principal and/or interest are linked;

Indexed Note: a Note (other than a Real Return Note) in respect of which principal and/or interest is calculated by reference to an Index and/or a Formula;

Initial Fixed Interest Amount: where the first Interest Period with respect to a Fixed Rate Note is shorter or longer than the subsequent Interest Periods thereof (except, as the case may be, the last Interest Period), the amount of the first payment of interest;

Interest Commencement Date: in the case of an interest bearing Note, the date from which such Note bears interest, which may or may not be the date on which such Note is issued;

Interest/Payment Basis: the interest and/or payment basis of the Note which may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Indexed Note, a Dual Currency Note or a Real Return Note;

Interest Payment Date: the date(s) (in each year, as the case may be) on which interest is payable throughout the life of a Note;

Interest Period: the period from and including the Interest Commencement Date up to but excluding the first Interest Payment Date and from and including that date and each successive Interest Payment Date thereafter up to but excluding the next following Interest Payment Date;

Interest Reset Date: a date on which the Reference Rate applicable to a Floating Rate Note is reset, which may be monthly, quarterly, semi-annually, annually or otherwise, as specified in the applicable Pricing Supplement;

Issuer: Québec;

London Banking Day: a day (other than a Saturday or Sunday) on which banking institutions in the City of London, United Kingdom, are not authorized by law or regulation to close;

Maturity Date: the date on which a Note (unless previously redeemed) will mature;

Maximum Redemption Amount: in the case of Notes of a Series redeemable by Québec in part, the maximum principal amount of such Notes permitted to be so redeemed at any time;

Minimum Redemption Amount: in the case of Notes of a Series redeemable by Québec in part, the minimum principal amount of such Notes to be so redeemed at any time;

Nominal Rate : the rate, generally expressed as a percentage per annum, at which a Real Return Note bears interest before any adjustment of such rate in relation to the CPI;

Official Time Base : the official base period for the CPI, being 2002 = 100, or any other official base period for the CPI specified in the applicable Pricing Supplement;

Optional Redemption Amount: in the case of a Note redeemable at the option of Québec and/or the noteholders, each redemption amount for such Note generally expressed as a percentage of the principal amount of such Note;

Optional Redemption Date: in the case of a Note redeemable at the option of Québec and/or the noteholders, each date upon which redemption may occur, which date must be an Interest Payment Date;

Original Issue Date: the date on which the first Tranche of a specific series of Real Return Notes is issued , as specified in the applicable Pricing Supplement;

Real Return Note : a Note bearing interest at a nominal rate adjusted in relation to the CPI (as defined hereunder), said interest consisting of both an inflation compensation component calculated on the Principal and a cash component calculated on the Principal and the accrued Inflation Compensation;

Reference Banks: for purposes of

- (i) the Canadian Bankers Acceptance Rate and the Canadian Treasury Bill Rate, four major banks of Schedule 1 of the *Bank Act* (Canada),
- (ii) the U.S. LIBOR Rate, four major banks in the London interbank market, and
- (iii) the U.S. Prime Rate, three major banks in New York City, United States of America;

in each case selected by Québec or specified in the applicable Pricing Supplement;

Reference Dealers: for purposes of the U.S. Treasury Bill Rate, three primary United States Government securities dealers in New York City, United States of America, selected by Québec or specified in the applicable Pricing Supplement;

Reference Rate: the rate used to determine the Floating Rate applicable to a Floating Rate Note and which may be the Canadian Bankers Acceptance Rate, the U.S. Prime Rate, the Canadian Prime Rate, the U.S. Treasury Bill Rate, the Canadian Treasury Bill Rate, the U.S. LIBOR Rate and/or such other reference rate as specified in the applicable Pricing Supplement;

Representative Amount: for purposes of a Reference Rate, an amount that is representative of a single transaction in the relevant market at the relevant time;

Reuters Screen: as used in connection with any designated page and a Reference Rate, the display page so designated on the Reuters Money 3000 Service (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Reference Rate);

Series: all Notes which are denominated in the same Specified Currency and which have the same Maturity Date, Interest/Payment Basis, Interest Periods and Interest Payment Dates (if any) (all as specified in the applicable Pricing Supplement) and the terms and conditions of which (save for the date on which they are issued, the Interest Commencement Date and/or the Issue price) are otherwise identical;

Specified Currency: the currency in which a Note is denominated and, in the case of a Dual Currency Note, the currency in which payment in respect of interest on such Note is to be made, such currency to be either Canadian dollars or U.S. dollars, except that the Specified Currency of Real Return Notes may only be the Canadian dollar;

Spread: the spread(s), if any, (expressed as a percentage per annum) over or under the Reference Rate by which the Floating Rate with respect to a Floating Rate Note is determined (which spread may remain the same throughout the life of such Note or increase and/or decrease);

Tranche: all additional issues of Notes of the same Series;

U.S. dollars: the lawful money of the United States of America;

U.S. LIBOR Rate: for an Interest Reset Date, the rate for deposits in U.S. dollars of the Designated Maturity which appears on the Reuters screen LIBOR01 Page, as of 11:00 A.M. (London time) on the day that is two London Banking Days preceding that Interest Reset Date. If such rate does not appear on the Reuters screen LIBOR01 Page, the U.S. LIBOR Rate for that Interest Reset Date will be determined on the basis of the rates at which deposits in U.S. dollars are offered by the Reference Banks at approximately 11:00 A.M. (London time) on the day that is two London Banking Days preceding that Interest Reset Date to prime banks in the London interbank market of the Designated Maturity commencing on that Interest Reset Date and in a Representative Amount. Québec will request the main London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the U.S. LIBOR Rate for that Interest Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the U.S. LIBOR Rate for that Interest Reset Date will be the arithmetic mean of the rates quoted by four major banks in New York City, United States of America, selected by Québec, at approximately 11:00 A.M. (New York City time) on that Interest Reset Date for loans in U.S. dollars to leading European banks of the Designated Maturity commencing on that Interest Reset Date and in a Representative Amount;

U.S. Prime Rate: for an Interest Reset Date, the rate set forth in H.15(519), on that Interest Reset Date, opposite the caption "Bank Prime Loan". If by 5:00 P.M. (New York City time) on the Calculation Date pertaining to that Interest Reset Date, such rate for that Interest Reset Date is not yet thus published in H.15(519), the U.S. Prime Rate for that Interest Reset Date will be the rate set forth in H.15 Daily Update, or such other recognized electronic source for the purpose of displaying such rate, on that Interest Reset Date, opposite the caption "Bank Prime Loan". If by 5:00 P.M. (New York City time) on such Calculation Date, such rate for that Interest Reset Date is not yet thus published in H.15(519), H.15 Daily Update or another recognized electronic source, the U.S. Prime Rate for that Interest Reset Date will be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen USPRIME 1 Page as such bank's prime rate or base lending rate as in effect for that Interest Reset Date as quoted on the Reuters Screen USPRIME 1 Page on that Interest Reset Date or, if fewer than four rates appear on the Reuters Screen USPRIME 1 Page for that Interest Reset Date, the U.S. Prime Rate will be the arithmetic mean of the rates of interest publicly announced by each Reference Bank as its U.S. dollar prime rate or base lending rate as in effect for that Interest Reset Date;

U.S. Treasury Bill Rate: (i) for an Interest Reset Date, the auction average rate for direct bonds of the United States ("U.S. Treasury Bills") of the Designated Maturity ("Relevant Treasury Bills") sold at the auction next preceding that Interest Reset Date (but not more than seven calendar days preceding the Interest Reset Date) as such rate is published on the Reuters Screen USAUCTION10/11 Pages; (ii) if by 3:00 P.M. (New York City time) on the Calculation Date pertaining to such Interest Reset Date (the "Applicable Calculation Date"), the rate described in (i) is not yet thus published, the U.S. Treasury Bill Rate for that Interest Reset Date will then be the bond equivalent yield of the rate for the Relevant Treasury Bills published on that date in H.15 Daily Update (or such other recognized electronic source used for the purpose of displaying such rate) under the caption "U.S. Government Securities/Treasury bills/Auction High"; (iii) if by 3:00 P.M. (New York City time) on the Applicable Calculation Date, the rate described in (ii) is not yet thus published, the U.S. Treasury Bill Rate for that Interest Reset Date will then be the bond equivalent yield of the average auction rate on that Interest Reset Date for

Relevant Treasury Bills, as announced by the Department of Treasury of the United States of America; (iv) if the rate described in (iii) is not announced by the Department of Treasury of the United States of America or if the auction described in (i) is not held, the U.S. Treasury Bill Rate for that Interest Reset Date will then be the bond equivalent yield of the rate, for that Interest Reset Date, of Relevant Treasury Bills published in H.15(519) under the caption "U.S. Government Securities/Treasury bills/Secondary Market"; (v) if by 3:00 P.M. (New York City time) on the Applicable Calculation Date, the rate described in (iv) is not yet thus published, the U.S. Treasury Bill Rate for that Interest Reset Date will then be the rate, on that Interest Reset Date, for Relevant Treasury Bills published in H.15 Daily Update (or such other recognized electronic source used for the purpose of displaying such rate) under the caption "U.S. Government Securities/Treasury bills/Secondary Market"; or (vi) if by 3:00 P.M. (New York City time) on the Applicable Calculation Date, the rate described in (v) is not yet thus published, the U.S. Treasury Bill Rate of that Interest Reset Date will then be the rate calculated by Québec as being the bond equivalent yield of the arithmetic mean of the secondary market bid rates as of approximately 3:30 P.M. (New York City time) on that Interest Reset Date of the Reference Brokers for the issue of treasury bills with a remaining maturity closest to the Designated Maturity.

The "Bond Equivalent Yield" shall be a yield calculated in accordance with the following formula:

$$\text{Bond Equivalent Yield} = \{[D * N *] / [360 - (D * M)]\} * 100$$

where "D" refers to the applicable per annum rate for treasury bills quoted on a bank discount basis and expressed as a decimal, "N" refers to 365 or 366, as the case may be, and "M" refers to the actual number of days in the Interest Period for which interest is being calculated.

Zero Coupon Note: a Note issued on a non-interest bearing basis.

Words and expressions defined in these Terms and Conditions shall have the same meanings where used in any Pricing Supplement unless the context otherwise requires or unless otherwise stated.

1. Form, Registration and Transfer

The Notes of this Series will be evidenced only through book entry accounts with the Depositary and will be represented by a global certificate registered in the name of the Depositary or its nominee or by a book-entry position established in the name of such Depositary or nominee. Beneficial interests in the Notes will be evidenced only by, and transfers thereof (which must be made only in denominations of \$1,000 or an integral multiple thereof) will be effected only through, registers maintained by the Depositary (with respect to its participants' interests) and by its participants. Accordingly, each person owning a beneficial interest in the Notes must rely on the procedures of the Depositary and, if such person is not a participant of the Depositary, on the procedures of the participant through which such person owns its interest, in order to exercise any rights of a holder under the Notes.

The *Financial Administration Act* (Québec) allows the Gouvernement du Québec, under the terms and conditions it specifies, to determine that the Notes represented by a global certificate may become uncertificated Notes.

Québec will keep or cause to be kept a register in which will be recorded registrations, entries and transfers of Notes. Such register shall be kept at the office of the Direction de la gestion des fonds et des paiements, Ministère des Finances du Québec, 8, rue Cook, Québec, Québec, G1R 0A4 or at such other office notified by Québec to the noteholders.

No transfer of such Notes shall be valid unless registered in the aforesaid register and upon compliance with such reasonable requirements as Québec may prescribe.

The Notes may not be transferred except as a whole by the Depositary to a nominee of the Depositary or 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 of the Depositary or a nominee of such successor.

The Notes, depending upon the Interest/Payment Basis specified in the applicable Pricing Supplement, are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Indexed Notes, Dual Currency Notes, Real Return Notes or any appropriate combination thereof. The provisions in these Terms and Conditions relating to Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes respectively shall, where the context so allows, apply to Dual Currency Notes and Indexed Notes.

2. Status of Notes

The Notes constitute valid and unsecured obligations of Québec and rank *pari passu* among themselves and with all other debentures, notes or similar securities issued by Québec and outstanding at the date hereof or in the future. The payment of principal and interest on the Notes will be a charge on, and payable out, of the Consolidated Revenue Fund of Québec.

3. Interest

(a) Interest on Fixed Rate Notes

(i) Interest Payment Dates

Each Fixed Rate Note bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) specified in the applicable Pricing Supplement payable in arrears on the Interest Payment Date(s) in each year specified in the applicable Pricing Supplement. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and the last payment of interest will be made on the Maturity Date.

(ii) Calculation of the Interest Payment

If the first Interest Period is shorter or longer than the subsequent Interest Periods (except, as the case may be, the last Interest Period), the first payment of interest will amount to the Initial Fixed Interest Amount specified in the applicable Pricing Supplement. If the last Interest Period is shorter or longer than the preceding Interest Periods (except, as the case may be, the first Interest Period), the last payment of interest will amount to the Final Fixed Interest Amount specified in the applicable Pricing Supplement.

Accrued interest payable on a Fixed Rate Note with respect to any Interest Period, except a shorter or longer period referred to in the preceding or following paragraph, will be calculated in accordance with the following formula:

$$\text{Accrued interest} = \text{Principal} * [\text{Rate/Frequency}]$$

where “Principal” refers to the principal amount, “Rate” refers to the applicable Fixed Rate and “Frequency” refers to the number of interest payments per year, in each case as specified in the applicable Pricing Supplement.

If interest on a Fixed Rate Note is required to be calculated for a period shorter than an Interest Period (except a shorter period hereinabove referred to in this subparagraph (ii)), such interest shall be calculated on the basis of a 365-day year (or a 360-day year of twelve 30-day months in the case of Notes denominated in U.S. dollars) or such other basis as may be specified in the applicable Pricing Supplement.

If an Interest Payment Date of a Fixed Rate Note is not a Business Day, the holder shall not be entitled to such payment until the next following Business Day and shall not be entitled to any further interest or other payment in respect of such delay.

(iii) Payments of interest

Accrued interest on a Fixed Rate Note will be paid subject to and in accordance with the provisions of Condition 5.

(b) Interest on Floating Rate Notes

(i) Determination of Floating Rate

Québec will, on or as soon as practicable after each Interest Reset Date, determine the Floating Rate (subject to any minimum or maximum rate specified in the applicable Pricing Supplement).

All percentages resulting from any calculation on a Floating Rate will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655)).

If, in respect of any Interest Reset Date, the Reference Rate used to determine the Floating Rate cannot be established in the manner set forth in the definition thereof, the Floating Rate then in respect of such Interest Reset Date shall continue to be in effect until the next following Interest Reset Date.

(ii) Calculation of Floating Interest Amount

Each Floating Interest Amount shall be calculated by applying the Floating Rate to the principal amount of the Notes, multiplying the resulting amount by the actual number of days in the relevant Interest Period concerned divided by 365 (or 360 in the case of Notes denominated in U.S. dollars or such other denominator as specified in the applicable Pricing Supplement) and rounding the resultant figure to the nearest cent, half a cent being rounded upwards.

(iii) Interest Payment Dates

Each Floating Rate Note bears interest at the applicable Floating Rate from and including the Interest Commencement Date and such interest will be payable in arrears on the Interest Payment Date(s) in each year specified in the applicable Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement, if any Interest Payment Date of a Floating Rate Note (provided such Interest Payment Date does not correspond to the Maturity Date) is not a Business Day, it shall be postponed to the next following Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day. If such Interest Payment Date corresponds to the Maturity Date and is not a Business Day, such Interest Payment Date shall not be postponed but, in such case, the Noteholder shall not be entitled to the payment of interest due on such date until the next following Business Day and shall not be entitled to any further interest or other payment in respect of such delay.

(iv) Interest payments

Accrued interest on a Floating Rate Note will be paid subject to and in accordance with the provisions of Condition 5.

(v) Minimum and/or maximum rate

If the Note is subject to a minimum rate for any Interest Period then, in the event that the Floating Rate in respect of any such Interest Period determined in accordance with paragraph 3 (b)(i) is less than such minimum rate, the Floating Rate for such Interest Period shall be such minimum rate. If the Note is subject to a maximum rate for any Interest Period then, in the event that the Floating Rate in respect of any such Interest Period determined in accordance with the following provision is greater than such maximum rate, the Floating Rate for such Interest Period shall be such maximum rate.

(vi) Notification of Floating Rate and Floating Interest Amount

Québec will cause the Floating Rate and the Floating Interest Amount (expressed per \$1,000 principal amount of Notes) for each Interest Period and the relevant Interest Payment Date (the "Interest Information") to be published on its world-wide-web site (<http://www.finances.gouv.qc.ca>) as soon as possible after determining such rate and amount. Each Floating Interest Amount and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

(c) Indexed Notes and Dual Currency Notes

In the case of Indexed Notes or Dual Currency Notes, if the rate of interest applicable thereto or amount of interest in respect thereof is to be determined by reference to an Index and/or a Formula or, as the case may be, an exchange rate, such rate of interest or amount of interest payable shall be determined by Québec in the manner specified in the applicable Pricing Supplement.

(d) Interest on Real Return Notes

(i) Indexing Process

In the case of Real Return Notes, an index ratio (the “Index Ratio”) is applied to calculate both the Coupon Interest and the Inflation Compensation (as defined in paragraph 3(d)(ii)). As shown below, said Index Ratio for any date is defined as the ratio of the reference CPI applicable to said Date (“Ref CPI_{Date}”) divided by the reference CPI applicable to the Original Issue Date (“Ref CPI_{Original}”).

$$\text{Index Ratio}_{\text{Date}} = \frac{\text{Ref CPI}_{\text{Date}}}{\text{Ref CPI}_{\text{Original}}}$$

The reference CPI applicable on the first day of any calendar month is the CPI for the third preceding calendar month. For example, the reference CPI applicable on December 1 in any year will be the CPI for September in that year. The reference CPI applicable on any other day in a month is calculated by linear interpolation between the reference CPI applicable to the first day of such month and the reference CPI applicable to the first day of the following month. For the purpose of interpolating Ref CPI_{Date}, calculations will be carried to six decimal places and rounded, such that Ref CPI_{Date} will be expressed to five decimal places (with numbers of 5 or more rounded up). Similarly, calculations of an Index Ratio will be carried to six decimal places and rounded (on the same basis), so that the Index Ratio will be expressed to five decimal places.

Consequently, the formula used to calculate Ref CPI_{Date} applicable on a date which is not the first day of a month is expressed as follows:

$$\text{Ref CPI}_{\text{Date}} = \text{Ref CPI}_{\text{Month}} + \frac{(t-1)}{D} * [\text{Ref CPI}_{\text{Month}+1} - \text{Ref CPI}_{\text{Month}}]$$

where

D = the number of days in the calendar month in which such Date falls;

t = the calendar day corresponding to such Date;

Ref CPI_{Month} = reference CPI applicable on the first day of the calendar month in which such Date falls;
and

Ref CPI_{Month+1} = reference CPI applicable on the first day of the calendar month immediately following such Date.

The Ref CPI_{Original} will be indicated in the applicable Pricing Supplement. Thus, the Index Ratio at the Original Issue Date will equal one (1). The Ref CPI_{Original} remains constant throughout the term of the Notes, except when the Official Time Base is changed. Whenever the Official Time Base is changed, the Government of Canada will publish the conversion factor (which is calculated to three decimal places) used to rebase the CPI series to the new Official Time Base. For the purposes of the Notes, such conversion factor will be used to rebase relevant prior CPI data (including CPI data relevant to the calculation of Ref CPI_{Original}), when the first CPI published under the new Official Time Base is applicable to the calculation of Ref CPI_{Date}, with calculations carried to six decimal places and rounded to five decimal places (in the manner described above) or, in any event, to a minimum of five significant digits. Accordingly, a change in the Official Time Base will have no impact on the right of a holder to Coupon Interest or Inflation Compensation (as defined in paragraph 3(d)(ii)), except for a possible insignificant impact which might result from rounding calculations.

(ii) Interest

Each Real Return Note bears interest from and including the Interest Commencement Date at a Nominal Rate indicated in the applicable Pricing Supplement, adjusted in relation to the CPI in accordance with the provisions of this paragraph 3(d). The interest shall consist of an inflation compensation component calculated on the principal amount (the “Principal”) of the Note (the “Inflation Compensation”) and of a cash component calculated on the Principal and the accrued Inflation Compensation (the “Coupon Interest”).

Inflation Compensation accrued to any Date (“Inflation Compensation_{Date}”) is the product of the Principal and the Index Ratio for that Date (“Index Ratio_{Date}”) minus the Principal as described below:

$$\begin{aligned} \text{Inflation Compensation}_{\text{Date}} &= \{ [\text{Principal} * \text{Index Ratio}_{\text{Date}}] - \text{Principal} \} \\ \text{or} \\ \text{Inflation Compensation}_{\text{Date}} &= \{ [\text{Principal} * \frac{\text{Ref CPI}_{\text{Date}}}{\text{Ref CPI}_{\text{Original}}}] - \text{Principal} \} \end{aligned}$$

The Coupon Interest will be payable in arrears on the Interest Payment Date(s) in each year specified in the applicable Pricing Supplement. The Coupon Interest payable on any Interest Payment Date will be calculated by multiplying the Nominal Rate specified in the applicable Pricing Supplement (or half of that rate if the Coupon Interest is payable semi-annually) by the sum of the Principal and the Inflation Compensation accrued from the Original Issue Date until the relevant Interest Payment Date. The following formula shows the calculation of the Coupon Interest payable semi-annually:

$$\text{Coupon Interest}_{\text{Interest Payment Date}} = \frac{\text{Nominal Rate} * [\text{Principal} + \text{Inflation Compensation}_{\text{Interest Payment Date}}]}{2}$$

In the calculation of the Coupon Interest payable on any Interest Payment Date, the Ref CPI_{Date} applicable to the relevant Inflation Compensation_{Date} for the relevant Interest Payment Date will be used.

If Interest is required to be calculated for a period shorter than an Interest Period, such interest shall be calculated on the basis of a 365-day year or such other basis as may be specified in the applicable Pricing Supplement.

If an Interest Payment Date of a Real Return Note is not a Business Day, the holder shall not be entitled to such payment until the next following Business Day and shall not be entitled to any further interest or other payment in respect of such delay.

(iii) Description of CPI

The CPI is defined as the Consumer Price Index for Canada, All-items (Not Seasonally Adjusted), as published by Statistics Canada (or its successor governmental department or agency). Statistics Canada is a bureau operated under the *Statistics Act* (Canada) and is responsible for collecting and reporting statistical information concerning commercial, industrial, financial, social, economic and general activities of the people of Canada. Statistics Canada has the specific authority and responsibility to collect and publish statistics on prices and the cost of living in Canada.

The CPI is a general measure of price movements obtained by comparing, through time, the cost of a basket of goods and services, specified according to purchases made by Canadian urban and rural households in a certain reference period. Since the basket contains commodities for which quantity and quality stay the same or are equivalent, the index reflects only pure price movements.

The goods and services in the basket are organized into a group of commodities such as Food, Shelter and Transportation, each with its respective weight. The weights are derived from the data of the Family Expenditure Survey of Statistics Canada. This survey consists of interviews with a randomly selected sample of households. Notwithstanding the notion of fixed basket, the basket for the CPI is revised periodically to take into account changes in consumers' expenditure patterns. The data based on a new basket are linked to the data based on the previous basket to insure continuity each time the basket is changed. In the course of 2011, Statistics Canada has revised basket of good and services used in the calculation of the CPI in order to introduce a new weighting pattern to allow for the representation of emerging technologies and services in the marketplace.

The calculation of the monthly CPI begins with the measurement of the price change of a particular good or service in a given region. Because the collection of prices is done at different times during a month, the index represents the month as a whole. While prices for many CPI commodities are collected each month, the prices of those with low

degree of volatility are collected less frequently. Indices are computed for each commodity group and the results are linked by weighting the consumer expenditure to determine the monthly All-items index of the CPI for Canada.

The CPI, like all indices, is expressed in relative terms and thus is expressed in relation to a time base reference period for which the level is set at 100. From time to time, the CPI is rebased. For example, the official time base reference period (the "Official Time Base") for the CPI was changed from 1992=100 to 2002=100 starting from the CPI published for May, 2007. When the Official Time Base is changed, 100 represents an average for the entire year of the new base year. The basket reference years are determined independently of the Official Time Base.

The CPI for the relevant month is generally published in the third week of the following month.

(iv) Effect of Changes on Calculation of CPI

The Government of Canada is committed to publish the CPI. If the Government of Canada determines not to publish the CPI, it will publish a substitute Index (the "Substitute Index") which will be designed to reflect pure price movements in the Canadian economy and will be equivalent in all material respects to the CPI. The Substitute Index will, therefore, be an "all-items" index designed to reflect pure price movements affecting typical Canadian household expenditures. The Substitute Index will be effective, for the purposes of the Notes, only from the date of announcement that the Substitute Index will be used and will not be utilized to adjust any right to interest (whether Coupon Interest or Inflation Compensation) which has accrued prior thereto. The Substitute Index will apply for the purposes of the Notes, even if the relevant CPI is published subsequently. Furthermore, should a published CPI be revised for any reason, the originally published figure will apply for the purposes of the Notes. In addition, the Government of Canada will publish changes in the formula or the method of calculation of the CPI (including any Substitute Index) which have, or could reasonably be expected to have, a significant impact on the Notes.

Should there be any change relating to the determination of the CPI, the corresponding provisions of the Notes shall be amended automatically and notice thereof shall be given forthwith to the noteholders in accordance with the provisions of Condition 6.

(e) Accrual of Interest

The Notes will cease to bear interest (if any) from the due date for their repayment or redemption unless payment of their principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before judgment) until the day on which all sums due in respect of such Notes up to that day are paid. Such interest will accrue at a rate per annum equal to (i) the Fixed Rate, in the case of Fixed Rate Notes; (ii) the Canadian Prime Rate or the U.S. Prime Rate, depending on whether the Specified Currency of the Notes is the Canadian dollar or the U.S. dollar, in the case of Zero Coupon Notes; (iii) the Floating Rate, in the case of Floating Rate Notes; (iv) the nominal rate specified in the applicable Pricing Supplement together with the Inflation Compensation, in the case of Real Return Notes; or (v) the rate of interest provided for in the Notes, in the case of all other Notes.

(f) Interest Act (Canada) Disclosure

For the purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rate of interest to which any rate of interest payable under these Terms and Conditions, which is to be calculated on any basis other than a full calendar year, is equivalent, may be determined by multiplying such rate of interest (expressed as a percentage) by a fraction the numerator of which is the actual number of days in the calendar year in which the period for which interest at such rate is payable ends and the denominator of which is the number of days comprising such other basis.

4. Repayment, Redemption and Purchase

(a) Repayment at Maturity

Each Note will be repaid by Québec in the relevant Specified Currency on the Maturity Date set forth in the applicable Pricing Supplement. Unless previously redeemed, each Note will thus be repaid by Québec at its principal amount. However, in the case of a Real Return Note, on the Maturity Date, in addition to Coupon Interest, a final payment (the "Final

Payment”) equal to the sum (whether positive or negative) of the Principal and of the Inflation Compensation accrued from the Original Issue Date until the Maturity Date will be made. Said sum will constitute the aggregate final payment of the Principal and the Inflation Compensation. The calculation of the Final Payment is described below:

$$\begin{aligned} \text{Final Payment} &= \text{Principal} + \text{Inflation Compensation} \\ \text{or} \\ \text{Final Payment} &= \text{Principal} + \left\{ \left[\text{Principal} * \frac{\text{Ref CPI}_{\text{Maturity Date}}}{\text{Ref CPI}_{\text{Original}}} \right] - \text{Principal} \right\} \end{aligned}$$

(b) Redemption prior to Maturity

The Notes of this Series cannot be redeemed prior to their maturity unless the Pricing Supplement applicable to the Notes of this Series indicates that such Notes will be redeemable at the option of Québec and/or the noteholders prior to their Maturity Date in accordance with the provisions of paragraphs (c) or (d) below.

(c) Redemption at the Option of Québec

If so specified in the applicable Pricing Supplement, Québec may, having given in accordance with the provisions of Condition 6 not more than 30 nor less than 15 days’ notice to the noteholders (or such lesser period if so specified in the Pricing Supplement) (which notice shall be irrevocable), redeem all or some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Pricing Supplement together, if appropriate, with accrued interest. In the event of a partial redemption of such Notes, such redemption must be for an aggregate principal amount of Notes of not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, as specified in the applicable Pricing Supplement.

(d) Redemption at the Option of the Noteholders

If and to the extent specified in the applicable Pricing Supplement, upon notice of not more than 30 nor less than 15 days (or such lesser period if so specified in the Pricing Supplement) given to Québec in accordance with the provisions of Condition 6 (which notice shall be irrevocable) by the noteholders, Québec will, on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Pricing Supplement together, if appropriate, with accrued interest, redeem, in accordance with the terms specified in the applicable Pricing Supplement, the Notes requested to be redeemed by such notice. Any redemption of Notes must be for an aggregate principal amount of Notes of \$1,000 or an integral multiple thereof.

(e) Purchases

Québec may at any time purchase Notes in any manner and at any price but if purchases are made by tenders, tenders must be available to all noteholders alike. Notes thus purchased may be held or resold by Québec or, in its discretion, cancelled.

5. Payments

The registered holder of Notes, originally CDS & Co., shall be the only person entitled to receive payments in respect of such Notes and Québec will be discharged by payment to such holder in respect of each amount so paid. No person other than the noteholder shall have any claim against Québec in respect of their payment. Each of the persons shown in the registers of the Depositary as the owner of a beneficial interest in the Notes must look solely to the Depositary for his share of each payment so made by Québec. Québec shall have no liability whatsoever for maintaining, supervising or reviewing the registers of the Depositary in which are recorded the beneficial interests in the Notes. Payments made by the Depositary to the owners of beneficial interests in the Notes will be made in accordance with the procedures established from time to time by the Depositary.

6. Notices

All notices to be given by Québec to the noteholders regarding the Notes of this Series shall be delivered to the Depositary for communication by the Depositary to the owners of beneficial interests in such Note and any notice so given shall be deemed to have been given to the noteholders on the seventh day after the day on which the said notice was delivered to the Depositary.

All notices to be given by the noteholders to Québec regarding the Notes of this Series shall be delivered by the Depositary (acting on the instructions of the owners of beneficial interests in such Notes) to the office of the Direction de la gestion des fonds et des paiements mentioned in Condition 1 and any notice so given shall be deemed to have been given to Québec on the day of its delivery.

7. Further Issues

Québec reserves the right to issue subsequent Tranches without the consent of the noteholders of this Series which may then be outstanding.

8. Governing Law

The Notes are governed by, and shall be construed in accordance with, the laws of Québec and the laws of Canada applicable therein.

IV. USE OF PROCEEDS

The net proceeds from each issue of Notes will be added to the Consolidated Revenue Fund of Québec.

V. PLAN OF DISTRIBUTION

Pursuant to a Distribution Agreement entered into as of June 1st, 2012 between Québec and the Agents, as such agreement has been or may be modified from time to time, the Notes are being offered on a continuous basis by Québec through the Agents, who have agreed to use their best efforts to solicit purchases of the Notes. The Notes may also be sold, for public issue in Canada, at a price agreed between Québec and the purchaser, to an Agent acting for its own account, or to another person acting through an Agent, or to a group of underwriters, who are not necessarily Agents or to purchasers through a dealer other than the Agents (an "Other Intermediary") and Québec will pay such purchaser a commission the amount whereof shall have been agreed upon with such purchaser.

Québec will have the sole right to accept any offer to purchase Notes and may reject any such offer in whole or in part.

The Agents have agreed with Québec to use their best efforts to maintain the existence of a secondary market for the Notes.

The aggregate amount of the initial offering prices of all Notes at any time outstanding will not exceed \$66,000,000,000, calculated as set forth below in the case of Notes denominated in U.S. dollars. Québec will have the option to change such amount at any time.

For the purpose of calculating the aggregate initial offering prices of Notes from time to time outstanding, the Canadian dollar equivalent of the aggregate initial offering prices of Notes denominated in U.S. dollars (including Dual Currency Notes, the principal of which is denominated in U.S. dollars) shall be determined as of the date of issue of such Notes on the basis of the noon rate for the sale of Canadian dollars against the purchase of U.S. dollars as established by the Bank of Canada on such date.

ISSUER

Québec

Direction principale du financement des organismes publics et de la documentation financière

Ministère des Finances
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2^e étage
Québec, Québec G1R 5L3

QUÉBEC LEGAL ADVISERS

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REGISTRAR, PAYING AND CALCULATING AGENT

Québec

Direction de la gestion des fonds et des paiements

Ministère des Finances
8, rue Cook
Québec, Québec G1R 0A4

DEPOSITARY

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Suite 310
Montréal, Québec H3A 3J2

AGENTS

National Bank Financial Inc.

Édifice Sun Life
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Ground Floor
Montréal, Québec H3B 4S9

Casgrain & Company Limited

1200 McGill College Avenue
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Montréal, Québec H3B 4G7

Desjardins Securities Inc.

1170 Peel Street
Suite 300
Montréal, Québec H3B 0A9

Merrill Lynch Canada Inc.

1250 René-Lévesque Boulevard West
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Scotia Capital Inc.

Scotia Tower
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Montréal, Québec H3A 3L6

BMO Nesbitt Burns Inc.

1501 McGill College Avenue
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Montréal, Québec H3A 3M8

CIBC World Markets Inc.

600 de Maisonneuve Boulevard West
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Montréal, Québec H3A 3J2

Laurentian Bank Securities Inc.

1981 McGill College Avenue
Suite 1900
Montréal, Québec H3A 3K3

RBC Dominion Securities Inc.

1 Place Ville-Marie
Suite 300
Montréal, Québec H3B 3R8

The Toronto-Dominion Bank

1 Place Ville-Marie
Suite 2315
Montréal, Québec H3B 3M5



\$74,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$8,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$66,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$74,000,000,000, such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$84,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circular dated December 13, 2012 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$10,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$74,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$84,000,000,000, such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$99,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012 and May 2, 2013 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$15,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$84,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$99,000,000,000, such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$114,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013 and January 16, 2014 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$15,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$99,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$114,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

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Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$124,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013, January 16, 2014 and February 17, 2015 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$10,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$114,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$124,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$132,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013, January 16, 2014, February 17, 2015 and June 2, 2016 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$8,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$124,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$132,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$140,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013, January 16, 2014, February 17, 2015, June 2, 2016 and June 27, 2017 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$8,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$132,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$140,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

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Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$150,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013, January 16, 2014, February 17, 2015, June 2, 2016, June 27, 2017 and May 4, 2018 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$10,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$140,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$150,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.



\$175,000,000,000

Canadian Medium Term Note Programme
for the issue of Notes
with maturities of one year or longer

This Supplemental Offering Circular is prepared in connection with the Canadian Medium Term Note Programme of Québec and is supplemental to and should be read in conjunction with the Offering Circular dated June 1, 2012 and with the Supplemental Offering Circulars dated December 13, 2012, May 2, 2013, January 16, 2014, February 17, 2015, June 2, 2016, June 27, 2017, May 4, 2018 and June 25, 2019 (the “Offering Circular”).

The purpose of this Supplemental Offering Circular is to reflect an increase of \$25,000,000,000 in the aggregate amount of the initial offering prices of all Notes which may be at any time outstanding under such Programme. As of the date hereof, all references in the Offering Circular to the amount of \$150,000,000,000 as the aggregate amount of the initial offering prices of all Notes outstanding at any time shall be changed to \$175,000,000,000 such aggregate amount being calculated as set forth in the Offering Circular in the case of Notes denominated in U.S. dollars (See “Plan of Distribution”).

Financière Banque Nationale Inc.

BMO Nesbitt Burns Inc.

La Banque Toronto-Dominion

RBC Dominion valeurs mobilières Inc.

Valeurs Mobilières Banque Laurentienne inc.

Casgrain & Compagnie Limitée

Marchés mondiaux CIBC Inc.

Scotia Capitaux Inc.

Valeurs mobilières Desjardins Inc.

SCHEDULE 2
TO THE GLOBAL CERTIFICATE NO:
CDS-1
ISIN: CA74814ZFM01
COMMON CODE: 234685031

PRICING SUPPLEMENT

Unless otherwise stated or unless the context requires otherwise, words and expressions defined in the Terms and Conditions of the Notes shall have the same meaning when used in this Pricing Supplement.

1. Series No.: **B130**
2. Date of Issue : **May 27, 2021**
3. Date of the Offering Circular containing the Terms and Conditions of the Notes as replaced or modified by this Pricing Supplement:
June 1, 2012 as modified on December 13, 2012, on May 2, 2013, on January 16, 2014, on February 17, 2015, on June 2, 2016, on June 27, 2017, on May 4, 2018, on June 25, 2019 and on November 26, 2020
4. Specified Currency: **Canadian Dollar**
5. Aggregate principal amount: **\$500,000,000**
6. Interest/Payment Basis: Fixed Rate
7. If there is more than one Interest/Payment Basis, the periods during which each Basis will apply: **n/a**
8. Interest Commencement Date: May 27, 2021
9. Number of days within the first Interest Period, if shorter or longer than the others (excluding the last one): **n/a**
10. Number of days within the last Interest Period, if shorter or longer than the others (excluding the first one): **n/a**
11. Maturity Date: **May 27, 2031**
12. In the case of Fixed Rate Notes:
 - (a) Fixed Rate: **2.10%**
 - (b) Interest Payment Date(s): **May 27 and November 27 of each year**
 - (c) Initial Fixed Interest Amount, if any: **n/a**
 - (d) Final Fixed Interest Amount, if any: **n/a**
13. In the case of Floating Rate Notes:
 - (a) Interest Payment Date(s): **n/a**
 - (b) Manner of determination of Floating Rate, including:
 - (1) Reference Rate: **n/a**
 - (2) Designated Maturity: **n/a**
 - (3) Interest Reset Date(s): **n/a**

- (4) Margin(s), if any: **n/a**
- (c) Minimum rate, if any: **n/a**
- (d) Maximum rate, if any: **n/a**
- (e) Denominator to be used for the calculation of the Interest Amount, if different from the denominator set forth in Condition 3 (b) (ii): **n/a**
- 14. In the case of Indexed Notes:
 - (a) Index or Formula: **n/a**
 - (b) Applicable provisions if calculation by reference to an Index or a Formula is impossible or impracticable: **n/a**
- 15. In the case of Dual Currency Notes:
 - (a) Exchange rate or basis of the calculation of the exchange rate: **n/a**
 - (b) Applicable provisions if calculation by reference to the exchange rate is impossible or impracticable: **n/a**
- 16. In the case of Real Return Notes:
 - (a) Original Issue Date: **n/a**
 - (b) Interest Payment Date(s): **n/a**
 - (c) Nominal Rate: **n/a**
 - (d) Official Time Base: **n/a**
 - (e) Reference CPI applicable as of the Original Issue Date: **n/a**
- 17. Redemption at the option of the Issuer:
 - (a) Optional Redemption Date(s): **n/a**
 - (b) Optional Redemption Amount(s) and the method, if any, of calculating same: **n/a**
 - (c) If redeemable in part,
 - (1) Minimum Redemption Amount: **n/a**
 - (2) Maximum Redemption Amount: **n/a**
- 18. Redemption at the option of the Noteholders:
 - (a) Optional Redemption Date(s): **n/a**
 - (b) Optional Redemption Amount(s) and the method, if any, of calculating same: **n/a**
- 19. Applicable definition of “Business Day” (if different from that set out in the Terms and Conditions of the Notes): **n/a**
- 20. Terms and conditions of the Sinking Fund: **n/a**
- 21. Other terms and conditions:

Use of proceeds: The net proceeds of the issue will be added to the Consolidated Revenue Fund of Québec or advanced to Financement-Québec as permitted by law for the purpose of the Eligible Projects. The net proceeds of the Notes will not be held in a segregated account. An amount equal to the net proceeds of the Notes will be recorded in a designated account in Québec’s financial records, or as the case may be in Financement-Québec’s financial records, in order to track the use and allocation of funds relating to Eligible Projects. As long as the account balance is positive, amounts equivalent to the funds disbursed are deducted from the balance of the designated account as the funds are allocated to Eligible Projects approved under Québec’s internal selection process.

The term “**Eligible Projects**” refers to a group of selected projects that offer environmental benefits for protecting the environment, reducing greenhouse gas emissions or adapting to climate change in Québec. Electricity generation projects involving fossil fuels and nuclear energy are excluded.

Without limitations, Eligible Projects may fall into the following categories:

- Public transit
- Energy efficiency
- Renewable energy
- Sustainable waste management
- Sustainable land development
- Water management and/or water treatment
- Forest, agricultural land, and land management
- Climate adaptation and resilience

Proceeds of the Notes are expected to be used to fund some or all of such types of Eligible Projects.

Additional information on Québec's Green Bond Program is available online:

http://www.finances.gouv.qc.ca/en/RI_GB_Green_Bonds.asp

Listing: Application will be made for the Notes to be admitted to the Official List of the Luxembourg Stock Exchange and for such Notes to be admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange. The Euro MTF Market of the Luxembourg Stock Exchange is not a regulated market for purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended, "**MiFID II**"). Québec has undertaken to the underwriters to use all reasonable efforts to have the Notes listed on the Euro MTF Market of the Luxembourg Stock Exchange on or as soon as possible after the closing of the issue of the Notes. Québec cannot guarantee that these applications will be approved, and settlement of the Notes is not conditioned on obtaining the listing. If Québec determines that it is unduly onerous to maintain the listing of the Notes on the Luxembourg Stock Exchange, then Québec may delist the Notes from the Luxembourg Stock Exchange. If the listing of the Notes is so terminated, prior to such termination Québec will use its best efforts to seek an alternative admission to listing, trading and/or quotation of such Notes by another listing authority, securities exchange and/or quotation, reasonably.

Secondary Market trading: Secondary market trading between Depositary participants, including Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") will be in accordance with market conventions applicable to transactions in book-based Canadian domestic notes. Links have been established among the Depositary, Clearstream, Luxembourg and Euroclear to facilitate the initial issuance of the Notes and cross market transfers of the Notes associated with secondary market trading. The Depositary will be linked indirectly to Clearstream, Luxembourg and Euroclear through the Depositary accounts of their respective Canadian depositaries. At the time of the initial settlement, the Notes will be represented by one or more fully registered Global Certificates without interest coupons which will not be exchangeable for fully registered physical certificates representing individual Notes.

Notices: As long as the Notes are listed on the Luxembourg Stock Exchange, and the rules of the Luxembourg Stock Exchange so require, notices will be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the Luxembourg Stock Exchange website at www.bourse.lu. Any such notice shall be deemed to have been given on the date of such delivery (or, if delivered more than once or on different dates, on the first date on which delivery is made) or, in the case of mailing, on the fourth weekday following such mailing and, in the case of publication, on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

Target Market:

MiFID II Product Governance / Professional Investors and ECPs only Target Market - Solely for the purposes of the underwriter's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Markets in Financial Instruments Directive (the "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the underwriter's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the underwriter's target market assessment) and determining appropriate distribution channels.

Prohibition of Sales to EEA Retail Investors: The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Prohibition of Sales to Belgian Consumers: The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time.

Selling Restrictions: See Schedule A to this Pricing Supplement.

Canadian Federal Income Tax Considerations: See Schedule B to this Pricing Supplement.

22. If it is a public issue, the names of the underwriters:

HSBC Securities (Canada) Inc.
RBC Dominion Securities Inc.
Scotia Capital Inc.
The Toronto-Dominion Bank
Skandinaviska Enskilda Banken AB (publ)
BMO Nesbitt Burns Inc.
Casgrain & Company Limited
CIBC World Markets Corp.
National Bank Financial Inc.
BNP Paribas
Crédit Agricole Corporate and Investment Bank
Desjardins Securities Inc.
Laurentian Bank Securities Inc.
Merrill Lynch Canada Inc.

23. ISIN number of the Notes: **CA 74814 ZFM 01**

24. Common Code: **234685031**

SCHEDULE A

This is Schedule A to the Pricing Supplement dated May 27, 2021 and sets out certain selling restrictions relevant to the Notes.

Selling Restrictions:

General: Each of the underwriters has severally agreed that it will not offer, sell or deliver any of the Notes, directly or indirectly, or distribute this offering circular or any other offering material relating to the Notes, in or from any jurisdiction except under circumstances that, to the best knowledge and belief of such underwriter, will result in compliance with the applicable laws and regulations thereof and which will not impose any obligations on Québec except as set forth in the underwriting agreement.

United States of America:

Each of the underwriters acknowledges that the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”) or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of 1933 Act and applicable state securities laws. Accordingly, each underwriter represents and warrants to and with Québec, and will cause its U.S. registered broker-dealer affiliates (the “**U.S. Affiliates**”) to comply with, such representations and warranties, that:

- (i) it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States, except in accordance with Rule 144A under the 1933 Act (the “**Rule 144A**”) and exemptions from applicable state securities laws or outside the United States in accordance with Regulation S under the 1933 Act. Accordingly, neither it nor any of its affiliate(s) nor any persons acting on its or their behalf have engaged or will engage in (i) any offer to sell or any solicitation of an offer to buy, any Notes to any person in the United States, (ii) any sale of Notes to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States (except for any discretionary account or similar account (other than estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States);
- (ii) it will not, either directly or through its U.S. Affiliate, solicit offers for, or offer to sell, the Notes in the United States by means of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the 1933 Act) and neither it nor its affiliate(s), nor any person acting on its or their behalf, have engaged or will engage in any “directed selling efforts” (as such term is defined in Regulation S under the 1933 Act) with respect to the Notes;
- (iii) it will solicit (and will cause its U.S. Affiliate to solicit) offers for the Notes in the United States only from, and will offer the Notes only to, persons who it reasonably believes to be Qualified Institutional Buyers in accordance with Rule 144A (the “**Qualified Institutional Buyers**”);
- (iv) immediately prior to soliciting any offeree, the underwriting has reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer;
- (v) it will inform (and cause its U.S. Affiliate to inform) all purchasers of the Notes in the United States that the Notes have not been and will not be registered under the 1933 Act and are being sold to them without registration under the 1933 Act in reliance on the exemption from registration provided by Rule 144A; and
- (vi) all offers and sales of the Notes in the United States will be effected in compliance with registration or qualification provisions of applicable state securities laws or exemptions therefrom.

European Economic Area (Prohibition of Sales to Retail Investors): Each underwriter has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area (“**EEA**”). For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and

(b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Each person in a Member State of the EEA who receives any communication in respect of, or who acquires any Notes under, the offer contemplated in this offering circular, or to whom the Notes are otherwise made available, will be deemed to have represented, warranted and agreed to and with each underwriter and Québec that it and any person on whose behalf it acquires Notes as a financial intermediary, as that term is defined in the Prospectus Regulation, is: (a) a qualified investor as defined in the Prospectus Regulation; and (b) not a “retail investor” as defined above.

United Kingdom: Each of the underwriters, on behalf of itself and each of its affiliates that participate in the initial distribution of the Notes, has severally represented and agreed that (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue and sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to Québec; and (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom (“**UK**”).

Further: (a) this document is for distribution only to persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “**Financial Promotion Order**”), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc”) of the Financial Promotion Order, (iii) are outside the UK, or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”); (b) this document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons; and (c) any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

SCHEDULE B

This is Schedule B to the Pricing Supplement dated May 27, 2021 and sets out certain Canadian Federal Income Tax Considerations.

Canadian Federal Income Tax Considerations:

In the opinion of Stein Monast L.L.P., Canadian counsel to Québec, the following summary describes the principal Canadian federal income tax considerations, as of the date hereof, generally applicable to a purchaser who acquires Notes pursuant to this offering and who at all relevant times, for purposes of the *Income Tax Act* (Canada) (the “**Tax Act**”) holds the Notes as capital property, is not affiliated with the underwriters and deals at arm’s length with the underwriters. Generally, the Notes will be considered capital property to a holder, provided the holder does not use or hold or is not deemed to use or hold the Notes in the course of carrying on a business and has not acquired them or is not deemed to have acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to: (a) a holder that is a “financial institution”, as defined in the Tax Act, for purposes of the mark-to-market rules; (b) a holder an interest in which is or would constitute a “tax shelter investment” as defined in the Tax Act; (c) a holder who reports its “Canadian tax results” within the meaning of the Tax Act in a currency other than Canadian currency; or (d) a holder that has entered or will enter into, with respect to the Notes, a “derivative forward agreement” as defined in the Tax Act. Any such holder should consult their own tax advisors to determine the particular Canadian federal income tax consequences to them of acquiring, holding and disposing the Notes.

This summary is based on the current provisions of the Tax Act and the regulations in force as of the date hereof, all specific proposals to amend the Tax Act and the regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”) and counsel’s understanding of the current published administrative practices and assessing policies of the Canada Revenue Agency. This summary assumes that the Tax Proposals will be enacted in the form proposed and does not take into account or anticipate any other changes in law or administrative or assessing practice, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax considerations which may differ from the Canadian federal income tax considerations described herein. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all, or that legislative, judicial or administrative changes will not modify or change the statements expressed herein.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any particular holder and no representation with respect to the income tax consequences to any particular holder is made. This summary is not exhaustive of all possible Canadian federal income tax considerations. Accordingly, prospective holders should consult their own tax advisors with respect to their particular circumstances.

Residents of Canada

The following discussion is generally applicable to a holder who, at all relevant times and for the purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be a resident of Canada (a “**Resident Holder**”). Certain Resident Holders whose Notes might not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Notes and every other “Canadian security”, as defined in the Tax Act, owned by such Resident Holders in the taxation year of the election and in all subsequent taxation years treated as capital property.

Interest Payments

A Resident Holder that is a corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year all interest on the Notes that accrues or is deemed to accrue to it to the end of the taxation year or that has become receivable by or is received by the Resident Holder before the end of that taxation year, except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year.

A Resident Holder (other than a holder referred to in the previous paragraph) will be required to include in computing its income for a taxation year all interest on Notes that is received or receivable by such Resident Holder in that taxation year (depending upon the method regularly followed by the holder in computing income), except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year.

Dispositions

On a disposition or deemed disposition of a Note by a Resident Holder, including a redemption or purchase by Québec or a repayment by Québec upon maturity, a Resident Holder will generally be required to include in computing its income for the taxation year in which the disposition occurred all interest on the Note that has accrued or is deemed to have accrued to such

Resident Holder from the last interest payment date to the date of disposition to the extent that such interest has not otherwise been included in the Resident Holder's income for the taxation year or a previous taxation year.

In general, a disposition or deemed disposition of a Note a Resident Holder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition, net of any amount required to be included in the Resident Holder's income as interest or otherwise, exceed (or are exceeded by) the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. Generally, one-half of a capital gain realized by a Resident Holder must be included in computing the Resident Holder's income for the taxation year of disposition as a taxable capital gain. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is generally required to deduct one-half of the amount of any capital loss (an allowable capital loss) realized in a taxation year against taxable capital gains realized in that taxation year. Any allowable capital loss not deductible in the taxation year of disposition may be deducted against taxable capital gains in computing taxable income for any of the three preceding taxation years or any subsequent taxation year in accordance with the rules contained in the Tax Act. Taxable capital gains realized by a Resident Holder who is an individual or a trust (other than certain specified trusts) may result in such Resident Holder being liable for alternative minimum tax under the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

Additional Refundable Tax

A Resident Holder that is throughout the relevant taxation year a "Canadian-controlled private corporation" as defined in the Tax Act may be liable to pay an additional refundable tax on certain investment income including interest and taxable capital gains realized on the disposition or deemed disposition of the Notes.

Eligibility for Investment

The Notes are "qualified investments" under the Tax Act at the time of their acquisition for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a tax-free savings account and a deferred profit sharing plan, each as defined in the Tax Act (except for a deferred profit sharing plan of Québec).

Non-Residents of Canada

The following comments are generally applicable to a holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention, is neither resident nor deemed to be resident in Canada, deals at arm's length with any transferee resident (or deemed to be resident) in Canada to whom the holder disposes of the Notes and does not use or hold, and is not deemed to use or hold, the Notes in, or in the course of, carrying on a business or part of a business in Canada (a "**Non-Resident Holder**").

Principal and Interest

The payment by Québec of interest (including any amounts deemed to be interest) and principal on the Notes and of any premium as a result of the redemption or purchase by it of a Note before the maturity thereof to a Non-Resident Holder will not be subject to Canadian non-resident withholding tax. No other taxes on income (including taxable capital gains) will be payable by a Non-Resident Holder under the Tax Act in respect of the acquisition, holding or disposition of the Notes.