No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

*This prospectus supplement (the "**Prospectus Supplement**"), together with the accompanying short form base shelf prospectus dated September 14, 2017 to which it relates, as amended or supplemented (the "**Prospectus**"), and each document incorporated by reference into this Prospectus Supplement and into the Prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale therein and only by persons permitted to sell such securities. See "Plan of Distribution".*

*The Notes (as defined herein) have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws. The Notes are being sold only outside the United States to non-U.S. Persons (as those terms are defined under Regulation S under the U.S. Securities Act) and may not be reoffered, resold, pledged or otherwise transferred in the United States or to U.S. Persons. See "Plan of Distribution" and "Notice to Investors".*

Information has been incorporated by reference in this Prospectus Supplement from documents filed with securities commissions or similar authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Enbridge Inc. at Suite 200, 425 - 1st Street, S.W., Calgary, Alberta, Canada, T2P 3L8 (telephone 403-231-3900) and are also available electronically at www.sedar.com.*

PROSPECTUS SUPPLEMENT

TO THE SHORT FORM BASE SHELF PROSPECTUS DATED SEPTEMBER 14, 2017

New Issue April 9, 2018

ENBRIDGE INC.

$750,000,000 6.625% Fixed-to-Floating Rate Subordinated Notes Series 2018-C due April 12, 2078
Preference Shares, Series 2018-C Issuable Upon Automatic Conversion

Enbridge Inc. (the "**Corporation**") is hereby qualifying the distribution (the "**Offering**") of $750,000,000 aggregate principal amount of 6.625% Fixed-to-Floating Rate Subordinated Notes Series 2018-C due April 12, 2078 (the "**Notes**") and shares of a newly-issued series of preference shares, designated as Preference Shares, Series 2018-C (the "**Conversion Preference Shares**").

The Notes will mature on April 12, 2078 (the "**Maturity Date**"). The Corporation will pay interest on the Notes accruing from April 12, 2018, at a fixed rate of 6.625% per year in equal semi-annual installments on April 12 and October 12 of each year, until April 12, 2028, payable in arrears, with the first payment on October 12, 2018 being $33.125 per $1,000 principal amount of Notes. Thereafter, the Corporation will pay interest on the Notes on every January 12, April 12, July 12 and October 12 of each year during which the Notes are outstanding until April 12, 2078 (each such semi-annual or quarterly date, as applicable, an "**Interest Payment Date**"). Starting on April 12, 2028, and on every January 12, April 12, July 12 and October 12 of each year during which the Notes are outstanding thereafter until April 12, 2078 (each such date, an "**Interest Reset Date**"), the interest rate on the Notes will be reset at an interest rate per annum equal to (i) starting on April 12, 2028, on every Interest Reset Date until April 12, 2048, the Bankers' Acceptance plus 4.32%, payable in arrears, and (ii) starting on April 12, 2048, on every Interest Reset Date until April 12, 2078, the Bankers' Acceptance plus 5.07%, payable in arrears. So long as no event of default has occurred and is continuing, the Corporation may elect, at its sole option, on any date other than an Interest Payment Date, to defer the interest payable on the Notes on one or more occasions for up to five consecutive years (a "**Deferral Period**"). Deferred interest will accrue, compounding on each subsequent Interest Payment Date, until paid. No Deferral Period may extend beyond the Maturity Date.

The Notes, including accrued and unpaid interest thereon, will be converted automatically (an "**Automatic Conversion**"), without the consent of the holders thereof (the "**Noteholders**"), into Conversion Preference Shares upon the occurrence of an Automatic Conversion Event (as hereinafter defined). As the events that give rise to an Automatic Conversion are bankruptcy and related events, it is in the Corporation's interest to ensure that an Automatic Conversion does not occur, although the events that could give rise to an Automatic Conversion may be beyond the Corporation's control.

On or after April 12, 2028, the Corporation may, at its option, redeem the Notes, in whole at any time or in part from time to time, on any Interest Payment Date at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. Prior to the initial Interest Reset Date and within 90 days of a Tax Event (as hereinafter defined), the Corporation may, at its option, redeem all (but not less than all) of the Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. Prior to the initial Interest Reset Date and within 90 days of a Rating Event (as hereinafter defined), the Corporation may, at its option, redeem all (but not less than all) of the Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. See *"Description of the Notes"*.

	Per $1,000 Principal Amount	Total[(1)]
Public offering price	100.00%	$750,000,000
Underwriters' commission	0.75%	$5,625,000
Proceeds to the Corporation (before expenses)	99.25%	$744,375,000

Note:

(1) The expenses of the Offering will be paid from the general funds of the Corporation before deducting the estimated expenses of the Offering of approximately $300,000.

There is currently no market through which the Notes or Conversion Preference Shares may be sold and purchasers may not be able to resell the Notes or Conversion Preference Shares issued under this Prospectus Supplement. This may affect the pricing of the Notes or Conversion Preference Shares in the secondary market, the transparency and availability of trading prices, the liquidity of the Notes or Conversion Preference Shares, and the extent of issuer regulation. See "*Risk Factors*".

The terms of the Offering were determined by negotiations between the Corporation and CIBC World Markets Inc., Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., RBC Dominion Securities Inc., HSBC Securities (Canada) Inc., National Bank Financial Inc. and Desjardins Securities Inc. (collectively, the "**Underwriters**"). The Underwriters, as principals, conditionally offer the Notes, subject to prior sale if, as and when issued by the Corporation and accepted by the Underwriters in accordance with the conditions contained in the Underwriting Agreement referred to under "Plan of Distribution", and subject to the approval of certain legal matters relating to the Offering on behalf of the Corporation by McCarthy Tétrault LLP and on behalf of the Underwriters by Dentons Canada LLP.

It is currently anticipated that the closing date of the Offering (the "**Offering Closing Date**") will be on or about April 12, 2018 or such later date as the Corporation and the Underwriters may agree but in any event not later than April 30, 2018.

Subscriptions for Notes will be received subject to rejection or allotment in whole or in part and the Underwriters reserve the right to close the subscription books at any time without notice. Book-entry only certificates (in physical or electronic form) representing the Notes will be issued in registered form to CDS Clearing and Depository Services Inc. (the "**Depository**") or its nominee and will be deposited with the Depository on the Offering Closing Date. A purchaser of Notes will receive only a customer confirmation from a registered dealer which is a Depository participant and from or through which the Notes are purchased. See "*Description of the Notes – The Depository - Global Notes*".

In connection with the Offering, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Notes offered at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. **The Underwriters propose to offer the Notes initially at the offering price specified above. After reasonable effort has been made to sell all of the Notes at the price specified, the Underwriters may reduce the selling price to investors from time to time in order to sell any of the Notes remaining unsold. Any such reduction will not affect the proceeds received by the Corporation. See "*Plan of Distribution*"**.

In the opinion of counsel to the Corporation and counsel to the Underwriters, the Notes offered hereby, if issued on the date hereof, would be qualified investments under the *Income Tax Act* (Canada) (the "**Tax Act**") for certain investors as referred to under the heading "*Eligibility for Investment*".

Investing in the Notes involves certain risks. See "*Risk Factors*" in the accompanying Prospectus and in this Prospectus Supplement.

Each of the Underwriters is, directly or indirectly, a subsidiary or an affiliate of a lender which is one of the lenders to the Corporation or its subsidiaries and to which the Corporation or its subsidiaries is currently indebted. Consequently, the Corporation may be considered a connected issuer of such Underwriters for the purposes of securities regulations in certain provinces of Canada. The net proceeds from this Offering may be used to reduce the Corporation's indebtedness to such lenders. See "*Relationship Between the Corporation's Lenders and the Underwriters*" and "*Use of Proceeds*".

The Corporation's earnings coverage ratio for the twelve month period ended December 31, 2017 is less than one-to-one. See "*Earnings Coverage Ratio*".

TABLE OF CONTENTS OF PROSPECTUS SUPPLEMENT

TABLE OF CONTENTS OF PROSPECTUS

IMPORTANT NOTICE ABOUT INFORMATION IN THIS PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS

This document is in two parts. The first part is this Prospectus Supplement, which describes the specific terms of the securities the Corporation is offering and also adds to and updates certain information contained in the Prospectus and the documents incorporated by reference therein. The second part, the Prospectus, gives more general information, some of which may not apply to the Notes offered hereunder. Defined terms used in this Prospectus Supplement that are not defined herein have the meanings ascribed thereto in the Prospectus.

You should rely only on the information contained in or incorporated by reference into this Prospectus Supplement and the Prospectus. The Corporation has not, and the Underwriters have not, authorized anyone to provide you with different or additional information. The Corporation is not, and the Underwriters are not, making an offer to sell the Notes in any jurisdiction where the offer or sale is not permitted. You should not assume that the information appearing in this Prospectus Supplement or the Prospectus, or any documents incorporated by reference herein or therein, is accurate as of any date other than the date on the front of those documents as the Corporation's business, operating results, financial condition and prospects may have changed since that date.

If the description of the Notes varies between this Prospectus Supplement and the Prospectus, you should rely on the information in this Prospectus Supplement.

In this Prospectus Supplement, unless otherwise specified or the context otherwise requires, all dollar amounts are expressed in Canadian dollars. References to "dollars" or "$" are to lawful currency of Canada. References to "US Dollars" or "US$" are to lawful currency of the United States of America.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus Supplement is incorporated by reference into the Prospectus as of the date hereof and only for the purposes of the distribution of the Notes offered hereby. As of the date hereof, the following documents filed with the securities commissions or similar authorities in each of the provinces of Canada are specifically incorporated by reference into and form an integral part of this Prospectus Supplement and the Prospectus:

(a) Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed on February 16, 2018 (the "**Annual Report**");

(b) management information circular of the Corporation dated March 12, 2018 relating to the annual meeting of the shareholders of the Corporation to be held on May 9, 2018;

(c) term sheet dated April 9, 2018 (the "**Term Sheet**") prepared for potential investors in connection with the Offering; and

(d) Revised Term Sheet (as defined below).

Any documents of the type referred to above, any unaudited interim consolidated financial statements and related management's discussion and analysis, any material change reports (except confidential material change reports) or Form 8-K, business acquisition reports and any exhibits to unaudited interim consolidated financial statements which contain updated earnings coverage calculations filed by the Corporation with the various securities commissions or similar authorities in Canada or the United States after the date of this Prospectus Supplement and prior to the completion or termination of the Offering shall be deemed to be incorporated by reference into this Prospectus Supplement. These documents are available through the internet on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") which can be accessed at www.sedar.com.

Upon a new Annual Report on Form 10-K being filed by the Corporation with and, where required, accepted by the applicable securities regulatory authorities during the term of the Prospectus, any previous Annual Report on Form 10-K, all unaudited interim consolidated financial statements and accompanying management's discussion and analysis, any material change reports or Form 8-K and any business acquisition reports filed by the Corporation prior to the commencement of the financial year of the Corporation in respect of which the new Annual Report on Form 10-K is filed shall be deemed no longer to be incorporated into the Prospectus for purposes of future offers and sales of securities hereunder. Upon unaudited interim consolidated financial statements and the accompanying management's discussion and analysis being filed by the Corporation with the applicable securities regulatory authorities during the term of the Prospectus, all unaudited interim consolidated financial statements and the accompanying management's discussion and analysis filed prior to the new unaudited interim consolidated financial statements shall be deemed no longer to be incorporated into the Prospectus for purposes of future offers and sales of securities hereunder, and upon a new proxy

statement relating to an annual meeting of shareholders of the Corporation being filed by the Corporation with the applicable securities regulatory authorities during the term of the Prospectus, any management proxy circular or proxy statement for a previous annual meeting of shareholders shall be deemed no longer to be incorporated by reference into the Prospectus for purposes of future offers and sales of securities hereunder.

Any statement contained in the Prospectus or this Prospectus Supplement or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Prospectus or this Prospectus Supplement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of the Prospectus or this Prospectus Supplement.

The Term Sheet did not include a number of terms of the Offering. The terms of the Offering have been confirmed to reflect $750,000,000 aggregate principal amount of Notes offered hereby, a price to the public of $100.00 per $100.00 principal amount of Notes and a floating interest rate to be reset on each Interest Reset Date, starting on April 12, 2028 until April 12, 2048, at an interest rate per annum equal to the three month Bankers' Acceptance plus 4.32%, and, starting on April 12, 2048 until April 12, 2078, at an interest rate per annum equal to the three month Bankers' Acceptance plus 5.07%. Pursuant to subsection 9A.3(7) of National Instrument 44-102 - *Shelf Distributions*, the Corporation has prepared a final term sheet dated April 9, 2017 (the "**Revised Term Sheet**") to reflect the modifications discussed above, a blackline of which has been prepared. A copy of the Revised Term Sheet and associated blackline can be viewed under the Corporation's profile on www.sedar.com.

On February 14, 2018, the Corporation obtained exemptive relief (the "**Relief**") from the Autorité des marchés financiers from the translation requirements prescribed by section 40.1 of the *Securities Act* (Québec) to translate into French certain documents incorporated by reference into the Annual Report, which in turn is incorporated by reference into the Prospectus and this Prospectus Supplement. As a result of the Relief, the Corporation is not required to file such documents in French with the securities regulatory authorities under Canadian securities laws and regulations.

In addition, any template version of any other marketing materials filed with the securities commission or similar authority in each of the provinces of Canada in connection with this offering after the date hereof but prior to the termination of the distribution of the securities under this Prospectus Supplement is deemed to be incorporated by reference herein and in the Prospectus.

The Term Sheet and Revised Term Sheet are not a part of this Prospectus Supplement to the extent that the contents of such documents have been modified or superseded by a statement contained in this Prospectus Supplement.

Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Enbridge Inc., Suite 200, 425 - 1st Street S.W., Calgary, Alberta, T2P 3L8 (telephone 403-231-3900).

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

The Prospectus and this Prospectus Supplement, including documents incorporated by reference into the Prospectus and this Prospectus Supplement, contain forward-looking information within the meaning of Canadian securities laws. This information has been included to provide readers with information about the Corporation and its subsidiaries and affiliates, including management's assessment of the Corporation's and its subsidiaries' future plans and operations. This information may not be appropriate for other purposes. Forward-looking statements are typically identified by words such as "anticipate", "expect", "project", "estimate", "forecast", "plan", "intend", "target", "believe", "likely" and similar words suggesting future outcomes or statements regarding an outlook. Forward-looking information or statements included or incorporated by reference in the Prospectus and this Prospectus Supplement include, but are not limited to, statements with respect to the following: expected earnings before interest, income taxes and depreciation and amortization ("**EBITDA**"); expected earnings/(loss) or expected earnings/(loss) per share; expected future cash flows; expected performance of the Liquids Pipelines, Gas Transmission and Midstream, Gas Distribution, Green Power and Transmission, and Energy Services businesses; financial strength and flexibility; expectations on sources of liquidity and sufficiency of financial resources; expected costs related to announced projects and projects under construction; expected in-service dates for announced projects and projects under construction; expected capital expenditures; expected equity funding requirements for the Corporation's commercially secured growth program; expected future growth and expansion opportunities; expectations about the Corporation's joint venture partners' ability to complete and finance

projects under construction; expected closing of acquisitions and dispositions; estimated future dividends; recovery of the costs of the Canadian portion of the Line 3 Replacement Program (the "**Canadian L3R Program**"); expected expansion of the T-South System and Spruce Ridge Program; expected capacity of the Hohe See Expansion Offshore Wind Project; expected costs in connection with Line 6A and Line 6B crude oil releases; expected effect of Aux Sable Consent Decree; expected future actions of regulators; expected costs related to leak remediation and potential insurance recoveries; expectations regarding commodity prices; supply forecasts; the Offering, including the closing date thereof, the expected use of proceeds; the Corporation's intention to not list the Notes or the Conversion Preference Shares on any stock exchange or other market; the Corporation's intention regarding the redemption or purchase of the Notes; the expected issuance by the Corporation of fixed-to-floating rate debt securities in the United States; expectations regarding the impact of the acquisition of the Corporation of all of the outstanding common stock of Spectra Energy Corp (the "**Merger Transaction**") including the combined Corporation's scale, financial flexibility, growth program, future business prospects and performance; impact of the Canadian L3R Program on existing integrity programs; sponsored vehicle strategy; dividend payout policy; dividend growth and dividend payout expectation; expectations on impact of hedging program; and expectations resulting from the successful execution of the Corporation's 2018-2020 Strategic Plan.

Although the Corporation believes these forward-looking statements are reasonable based on the information available on the date such statements are made and processes used to prepare the information, such statements are not guarantees of future performance and readers are cautioned against placing undue reliance on forward-looking statements. By their nature, these statements involve a variety of assumptions, known and unknown risks and uncertainties and other factors, which may cause actual results, levels of activity and achievements to differ materially from those expressed or implied by such statements. Material assumptions include assumptions about the following: the expected supply of and demand for crude oil, natural gas, natural gas liquids ("**NGL**") and renewable energy; prices of crude oil, natural gas, NGL and renewable energy; exchange rates; inflation; interest rates; availability and price of labour and construction materials; operational reliability; customer and regulatory approvals; maintenance of support and regulatory approvals for the Corporation's projects; anticipated in-service dates; weather; the timing and completion of the Offering, including the receipt of regulatory approvals; the timing and completion of the offering by the Corporation of fixed-to-floating rate debt securities in the United States; the realization of anticipated benefits and synergies of the Merger Transaction; governmental legislation; acquisitions and the timing thereof; the success of integration plans; impact of the dividend policy on the Corporation's future cash flows; credit ratings; capital project funding; expected EBITDA; expected earnings/(loss); expected earnings/(loss) per share; expected future cash flows; and estimated future dividends.

Assumptions regarding the expected supply of and demand for crude oil, natural gas, NGL and renewable energy, and the prices of these commodities, are material to and underlie all forward-looking statements, as they may impact current and future levels of demand for the Corporation's services. Similarly, exchange rates, inflation and interest rates impact the economies and business environments in which the Corporation operates and may impact levels of demand for the Corporation's services and cost of inputs, and are therefore inherent in all forward-looking statements. Due to the interdependencies and correlation of these macroeconomic factors, the impact of any one assumption on a forward-looking statement cannot be determined with certainty, particularly with respect to the impact of the Merger Transaction on the Corporation, expected EBITDA, earnings/(loss), earnings/(loss) per share, or estimated future dividends. The most relevant assumptions associated with forward-looking statements on announced projects and projects under construction, including estimated completion dates and expected capital expenditures, include the following: the availability and price of labour and construction materials; the effects of inflation and foreign exchange rates on labour and material costs; the effects of interest rates on borrowing costs; the impact of weather; and customer, government and regulatory approvals on construction and in-service schedules and cost recovery regimes.

The Corporation's forward-looking statements are subject to risks and uncertainties pertaining to the impact of the Merger Transaction, operating performance, regulatory parameters, dividend policy, project approval and support, renewals of rights of way, weather, economic and competitive conditions, public opinion, changes in tax laws and tax rates, changes in trade agreements, exchange rates, interest rates, commodity prices, political decisions and supply of and demand for commodities, including but not limited to those risks and uncertainties discussed in the Prospectus and this Prospectus Supplement and in the Corporation's other filings with Canadian and United States securities regulators. The impact of any one risk, uncertainty or factor on a particular forward-looking statement is not determinable with certainty as these are interdependent and the Corporation's future course of action depends on management's assessment of all information available at the relevant time. Except to the extent required by applicable law, the Corporation assumes no obligation to publicly update or revise any forward-looking statements made in the Prospectus and this Prospectus Supplement or otherwise, whether as a result of new information, future events or otherwise. All subsequent forward-looking statements, whether written or oral, attributable to the Corporation or persons acting on the Corporation's behalf, are expressly qualified in their entirety by these cautionary statements.

USE OF PROCEEDS

The net proceeds to the Corporation from the Offering will be approximately $744,075,000, after deducting $5,625,000 in Underwriters' commission and $300,000 in estimated expenses of the Offering. The net proceeds of the Offering will be used to partially fund capital projects, to reduce existing short-term indebtedness and for other general corporate purposes of the Corporation and its affiliates. The Corporation may invest funds that it does not immediately require in short term marketable debt securities.

CONSOLIDATED CAPITALIZATION

The following table summarizes the Corporation's consolidated capitalization as of December 31, 2017 on an actual basis and on an as adjusted basis to give effect to the issuance and sale of the Notes offered by this Prospectus Supplement. Investors should read this table together with the Corporation's audited consolidated financial statements for the year ended December 31, 2017 in the Annual Report, which is incorporated by reference in this Prospectus Supplement and the accompanying Prospectus. All U.S. dollar amounts in the following table have been converted to Canadian dollars using the exchange rate on December 31, 2017 of US$0.7971 per $1.00.

	As of December 31, 2017	
	Actual	As Adjusted for the Notes
	(millions of dollars)	
Long-term debt (excluding current portion)[1][2]	$ 60,865	$ 60,865
Notes offered hereby ($750,000,000)	—	$ 750
Total long-term debt	60,865	61,615
Shareholders' equity:		
Preference shares	7,747	7,747
Common shares	50,737	50,737
Additional paid-in capital	3,194	3,194
Retained deficit	(2,468)	(2,468)
Accumulated other comprehensive income	(973)	(973)
Reciprocal shareholding	(102)	(102)
Total Enbridge Inc. shareholders' equity	58,135	58,135
Total capitalization	$ 119,000	$ 119,750

Notes:

(1) As at December 31, 2017, long-term debt included $10,056 million of outstanding commercial paper borrowings and credit facility draws.

(2) Long-term debt at December 31, 2017 does not reflect (i) the expected issuance by the Corporation, on April 12, 2018, of US$600,000,000 aggregate principal amount of 6.375% fixed-to-floating rate subordinated notes, series 2018-B due 2078 pursuant to a prospectus supplement dated April 5, 2018, (ii) the redemption by Spectra Energy Capital, LLC of US$497,699,000 aggregate principal amount of its 3.30% senior notes due 2023 and US$162,580,000 aggregate principal amount of its 5.65% senior notes due 2020 on March 27, 2018, (iii) the purchases by Spectra Energy Capital, LLC of US$106,879,000 aggregate principal amount of its 6.75% senior unsecured notes due 2032 and its 7.50% senior unsecured notes due 2038 pursuant to a cash tender offer which settled on March 9, 2018, (iv) the issuance by the Corporation of US$850,000,000 aggregate principal amount of fixed-to-floating rate subordinated notes, series 2018-A due 2078 on March 1, 2018, (v) the repayment by the Corporation of a term loan of US$650 million on February 26, 2018, (vi) the issuance by Texas Eastern Transmission, LP of US$400,000,000 aggregate principal amount of 3.50% senior notes due 2028 and US$400,000,000 aggregate principal amount of 4.15% senior notes due 2048 on January 9, 2018, or (vii) the decrease in commercial paper, letters of credit and credit facility draws by approximately $229 million, which occurred subsequent to December 31, 2017.

DESCRIPTION OF THE NOTES

The following description of the Notes is a summary of their material attributes and characteristics which does not purport to be complete. Certain of the capitalized terms used but not defined in this section have the meanings set out in Schedule "A" hereto. For further particulars of the terms of the Notes, reference should be made to the Base Indenture (as defined below) as supplemented and amended by the Fourth Supplemental Indenture (as defined below). The Base Indenture has been

filed and, at the Offering Closing Date, the Fourth Supplemental Indenture will have been filed on the Corporation's SEDAR profile at www.sedar.com.

General

The Notes will be issued under a trust indenture dated as of October 20, 1997 between the Corporation and Montreal Trust Company of Canada (now Computershare Trust Company of Canada), as trustee (the "**Trustee**"), as supplemented and amended by a first supplemental indenture dated November 28, 2001, a second supplemental indenture dated December 21, 2011 and a third supplemental indenture dated September 26, 2017 (such indenture as amended and supplemented by the first supplemental indenture, second supplemental indenture and third supplemental indenture, the "**Base Indenture**") and to be further supplemented and amended by a fourth supplemental indenture (the "**Fourth Supplemental Indenture**") establishing the terms of the Notes to be dated as of the Offering Closing Date (the Base Indenture as supplemented and amended by the Fourth Supplemental Indenture, the "**Indenture**"), as may be further supplemented and amended from time to time.

The Notes offered hereunder will be debentures of a single series under the Indenture. The Indenture permits the issuance thereunder from time to time of additional Notes of this series, and of debentures in one or more other series ("**Debentures**"), without limitation as to aggregate principal amount. The Fourth Supplemental Indenture establishes the specific variable terms of the Notes and modifies the application of certain covenants in the Base Indenture to the Notes.

The Depository

Global Notes

The Notes will be represented in the form of fully registered global Notes (each, a "**Global Note**") held by, or on behalf of, CDS Clearing & Depository Services Inc. or a successor (the "**Depository**") as custodian of the Global Notes (for its participants as defined below) and registered in the name of the Depository or its nominee. Except as described below, no purchaser of a Note will be entitled to a certificate or other instrument from the Corporation or the Depository evidencing the purchaser's ownership of the Note. Instead, the Notes will be represented only in book entry form. Beneficial interests in the Global Notes, constituting ownership of the Notes, will be represented through book entry accounts of institutions (including the Underwriters) acting on behalf of beneficial owners, as direct and indirect participants of the Depository ("**participants**"). Each purchaser of a Note represented by a Global Note will receive a customer confirmation of purchase from the Underwriter or Underwriters from whom the Note is purchased in accordance with the practices and procedures of the selling Underwriter or Underwriters. The practices of the Underwriters may vary but generally customer confirmations are issued promptly after execution of a customer order. The Depository will be responsible for establishing and maintaining book entry accounts for its participants having interests in Global Notes.

If the Depository notifies the Corporation that it is unwilling or unable to continue as depository in connection with the Global Notes, or if at any time the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and the Corporation and the Trustee are unable to locate a qualified successor, or if an event of default has occurred and is continuing with respect to the Notes, or if the Corporation elects to terminate the book entry system, beneficial owners of Notes represented by Global Notes will receive Notes in definitive form ("**Definitive Notes**"). Beneficial owners of Notes represented by Global Notes may also receive Definitive Notes if the Trustee gives notice pursuant to the Indenture that an event of default has occurred and is continuing with respect to the Notes.

Payment of Interest and Principal

The Depository or its nominee, as the registered owner of a Global Note, will be considered the sole owner of such Note for the purposes of receiving payments of interest and principal on the Note and for all other purposes under the Indenture and the Note.

The Corporation understands that the Depository or its nominee, upon receipt of any payment of interest or principal in respect of a Global Note, will credit participants' accounts on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note as shown on the records of the Depository or its nominee. The Corporation also understands that payments of interest and principal by participants to the owners of beneficial interests in such Global Note held through such participants will be governed by standing instructions and customary practices. The responsibility and liability of the Corporation in respect of Notes represented by a Global Note is limited to making payment of any interest and principal due on such Global Note and, if applicable, delivery of the Conversion Preference Shares upon the occurrence of an Automatic Conversion Event to the Depository or its nominee in the manner described in the Global Note.

Transfer of Notes

Transfers of beneficial ownership of Notes represented by Global Notes will be effected through records maintained by the Depository or its nominee (with respect to interests of participants) and on the records of participants (with respect to interests of persons other than participants). Beneficial owners who are not participants in the Depository's book-entry system, but who desire to purchase, sell or otherwise transfer ownership of or other interest in Global Notes, may do so only through participants in the Depository's book-entry system.

The ability of a beneficial owner of an interest in a Note represented by a Global Note to pledge the Note or otherwise take action with respect to such owner's interest in a Note represented by a Global Note (other than through a participant) may be limited due to the lack of a physical certificate.

During the 40-day distribution compliance period as defined in Regulation S, beneficial interests in the Global Note may be transferred only to non U.S. persons (within the meaning of Regulation S under the U.S. Securities Act).

Trust Indenture Covenants

Other than as set forth below, the Base Indenture contains a number of covenants of the Corporation that apply to the Notes in the same manner and with the same effect as with respect to other Debentures issued, or that may be issued, under the Base Indenture.

Negative Covenant

So long as any Debentures (including the Notes) remain outstanding, the Corporation will not create, assume or otherwise have outstanding any Security Interest, except for Permitted Encumbrances, on or over its assets (present or future) in respect of any Indebtedness of any person unless, in the opinion of legal counsel to the Corporation, the obligations of the Corporation in respect of all Debentures (including Notes) then outstanding shall be secured equally and rateably therewith, provided that such covenant shall not hinder or prevent the sale of any property or asset of the Corporation.

Issue Test

Other than with respect to its covenants applicable to other Debentures, of which the Notes do not receive the benefit, as long as the Notes are outstanding, the Corporation will not be required to meet an issuance test limiting the Corporation's ability to issue or become liable for Funded Obligations. As a result, the Corporation may not be restricted from the issuance or assumption of additional indebtedness and such additional indebtedness for which the Corporation may issue or become liable may be substantial. See "*Risks Related to the Notes*".

Modifications

The rights of the holders of Notes under the Indenture may be modified. For that purpose, among others, the Indenture contains provisions making binding upon all holders of Notes, resolutions passed at meetings of such Noteholders by the affirmative votes of not less than 66 ⅔% of the principal amount of such Notes present or represented by proxy at such meeting or instruments in writing signed by the holders of not less than 66 ⅔% of the principal amount of all such outstanding Notes. In certain cases, modification will require separate assent by the holders of the required percentages of Notes of each series or tranche outstanding under the Indenture or otherwise. Reference is made to the Indenture for detailed provisions relating to voting and meetings of Noteholders.

Interest and Maturity

The Corporation will pay interest on the Notes at a fixed rate of 6.625% per year in equal semi-annual installments on April 12 and October 12 of each year from the issue date of the Notes until April 12, 2028, with the first payment at such rate on October 12, 2018, being $33.125 per $1,000 principal amount of Notes. Interest will accrue on the Notes from April 12, 2018.

After April 12, 2028, the Corporation will pay interest on the Notes on every January 12, April 12, July 12 and October 12 of each year during which the Notes are outstanding thereafter until April 12, 2078 (each such semi-annual or quarterly date, as applicable, an "**Interest Payment Date**").

From the issue date of the Notes to, but excluding, April 12, 2028, the interest rate on the Notes will be fixed at 6.625% per annum, payable in arrears. Starting on April 12, 2028, and on every January 12, April 12, July 12 and October 12 of each year during which the Notes are outstanding thereafter until April 12, 2078 (each such date, an "**Interest Reset Date**"), the interest rate on the Notes will be reset as follows:

- Starting on April 12, 2028, on every Interest Reset Date, until April 12, 2048, the interest rate on the Notes will be reset at an interest rate per annum equal to the Bankers' Acceptance plus 4.32%, payable in arrears, with the first payment at such rate being on July 12, 2028; and

- Starting on April 12, 2048 on every Interest Reset Date, until April 12, 2078, the interest rate on the Notes will be reset at an interest rate per annum equal to the Bankers' Acceptance plus 5.07%, payable in arrears, with the first payment at such rate being on July 12, 2048.

The Notes will mature on April 12, 2078 (the "**Maturity Date**").

Interest for each interest period from the issue date of the Notes to, but excluding, April 12, 2028 will be calculated on the basis of equal semi-annual payments when calculating amounts due on any Interest Payment Date and the actual number of days elapsed during each such interest period and a 365 or 366- day year, depending upon the actual number of days in the applicable year, when calculating accruals during any partial interest period. Interest for each interest period from April 12, 2028 to April 12, 2078 will be calculated on the basis of the actual number of days elapsed during each such interest period and a 365-day year.

Interest payments will be made to the persons or entities in whose names the Notes are registered at (i) the close of business on April 1 and October 1 (in each case, whether or not a business day), as the case may be, immediately preceding the relevant fixed-rate Interest Payment Date, and (ii) the close of business on January 1, April 1, July 1 and October 1 (in each case, whether or not a business day), as the case may be, immediately preceding the relevant floating-rate Interest Payment Date.

If an Interest Payment Date falls on a day that is not a business day, the Interest Payment Date will be postponed to the next business day, and no further interest will accrue in respect of such postponement. Also, if a redemption date or the Maturity Date of the Notes falls on a day that is not a business day, the payment of interest and principal will be made on the next succeeding business day and no interest on such payment will accrue for the period from and after the redemption date or the Maturity Date, if applicable.

"**Alternative CDOR Page**" means the display designated as page "CDOR" on Bloomberg or an equivalent service that displays average bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months.

"**Alternative Time**", for any Alternative CDOR Page, shall mean the time of day at which such Alternative CDOR Page becomes available.

"**Bankers' Acceptance**" means, for each quarterly interest period after April 12, 2028, the average bid rate of interest rounded to the nearest 1/100,000th of 1.00% (with 0.000005% being rounded up) for Canadian dollar bankers' acceptances with maturities of three months which appears on the Reuters CDOR Page as of 10:00 a.m. (Toronto time) on the first business day of that quarterly interest period, but if that rate does not so appear on that date or if the Reuters CDOR Page is not available or ceases to exist, then Bankers' Acceptance for such period will be determined using an Alternative CDOR Page as of an Alternative Time on such day. If no such Alternative CDOR Page is available on such day, then the Corporation will determine whether to use a substitute or successor base rate that it has determined in its sole discretion is most comparable to the average bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months, provided that if there is an industry accepted successor base rate, the Corporation shall use such successor base rate; or if the Corporation does not determine to use a substitute or successor base rate as so provided, then Bankers' Acceptance shall mean the average of the bid rates of interest (rounded as described above) for Canadian dollar bankers' acceptances with maturities of three months for same-day settlement, as quoted by three of the five largest Schedule I banks, as selected by the Corporation, quoting such a rate as of 10:00 a.m. (Toronto time) on the first business day of that quarterly interest period.

"**Reuters CDOR Page**" means the display designated as page "CDOR" on the Reuters Monitor Money Rates Service (or such other page as may replace the CDOR page on that service) for purposes of displaying Canadian dollar bankers' acceptance rates.

Specified Denomination

The Notes will be issued only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Deferral Right

So long as no event of default has occurred and is continuing, the Corporation may elect, in its sole option, at any date other than an Interest Payment Date (a "**Deferral Date**"), to defer the interest payable on the Notes on one or more occasions for

up to five consecutive years (a "**Deferral Period**"). There is no limit on the number of Deferral Periods that may occur. Such deferral will not constitute an event of default or any other breach under the Indenture and the Notes. Deferred interest will accrue, compounding on each subsequent Interest Payment Date, until paid. A Deferral Period terminates on any Interest Payment Date where the Corporation pays all accrued and unpaid interest on such date. No Deferral Period may extend beyond the Maturity Date. The Corporation will give the Noteholders written notice of its election to commence or continue a Deferral Period at least 10 and not more than 60 days before the next Interest Payment Date.

Dividend Stopper Undertaking

Unless the Corporation has paid all accrued and payable interest on the Notes, the Corporation will not (the "**Dividend Stopper Undertaking**"):

- declare any dividend on the Dividend Restricted Shares or pay any interest on any Parity Notes (other than share dividends on Dividend Restricted Shares);

- redeem, purchase or otherwise retire any Dividend Restricted Shares or Parity Notes (except (i) with respect to Dividend Restricted Shares, out of the net cash proceeds of a substantially concurrent issue of Dividend Restricted Shares or (ii) pursuant to any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions attaching to any series of Dividend Restricted Shares); or

- make any payment to holders of any of the Dividend Restricted Shares or any Parity Notes in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Notes, respectively.

"**Dividend Restricted Shares**" means, collectively, the Corporation's preference shares (including the Conversion Preference Shares) and the Corporation's common shares.

"**Parity Notes**" means any class or series of the Corporation's indebtedness currently outstanding or hereafter created which ranks on a parity with the Notes (prior to any Automatic Conversion (as defined below)) as to distributions upon liquidation, dissolution or winding-up.

It is in the Corporation's interest to ensure that interest on the Notes is timely paid so as to avoid triggering the Dividend Stopper Undertaking.

Automatic Conversion

The Notes, including accrued and unpaid interest thereon, will be converted automatically (the "**Automatic Conversion**"), without the consent of the Noteholders, into the Conversion Preference Shares, upon the occurrence of: (i) the making by the Corporation of a general assignment for the benefit of its creditors or a proposal (or the filing of a notice of its intention to do so) under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), (ii) any proceeding instituted by the Corporation seeking to adjudicate it a bankrupt or insolvent or, where the Corporation is insolvent, seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Corporation or any substantial part of its property and assets in circumstances where the Corporation is adjudged a bankrupt or insolvent, (iii) a receiver, interim receiver, trustee or other similar official is appointed over the property and assets of the Corporation or for any substantial part of its property and assets by a court of competent jurisdiction in circumstances where the Corporation is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada, or (iv) any proceeding is instituted against the Corporation seeking to adjudicate it a bankrupt or insolvent, or where the Corporation is insolvent, seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Corporation or any substantial part of its property and assets in circumstances where the Corporation is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada, and either such proceeding has not been stayed or dismissed within 60 days of the institution of any such proceeding or the actions sought in such proceedings occur (including the entry of an order for relief against the Corporation or the appointment of a receiver, interim receiver, trustee, or other similar official for it or for any substantial part of its property and assets) (each, an "**Automatic Conversion Event**").

The Conversion Preference Shares will carry the right to receive cumulative preferential cash dividends, if, as and when declared by the board of directors of the Corporation, subject to the *Canada Business Corporations Act*, at the same rate as the interest rate that would have accrued on the Notes (had the Notes remained outstanding) as described under "*Description of the*

Notes — Interest and Maturity" (the "**Perpetual Preference Share Rate**"), payable on each semi-annual or quarterly dividend payment date, as the case may be, subject to any applicable withholding tax. See "*Description of Conversion Preference Shares.*"

The Automatic Conversion shall occur upon an Automatic Conversion Event (the "**Conversion Time**"). At the Conversion Time, the Notes shall be automatically converted, without the consent of the Noteholders, into a newly issued series of fully-paid Conversion Preference Shares. At such time, Notes shall be deemed to be immediately and automatically surrendered and cancelled without need for further action by Noteholders, who shall thereupon automatically cease to be holders thereof and all rights of any such holder as a debtholder of the Corporation shall automatically cease, provided, however, that certificated Notes, if any, shall be surrendered by the Noteholder to the Trustee for cancellation prior to the distribution of the Conversion Preference Shares issuable to such Noteholder thereunder pursuant to an Automatic Conversion. At the Conversion Time, the Noteholders will receive one Conversion Preference Share for each $1,000 principal amount of Notes held immediately prior to the Automatic Conversion together with the number of Conversion Preference Shares (including fractional shares, if applicable) calculated by dividing the amount of accrued and unpaid interest, if any, on the Notes, by $1,000.

Upon an Automatic Conversion of the Notes, the Corporation reserves the right not to issue some or all, as applicable, of the Conversion Preference Shares to any person whose address is in, or whom the Corporation or its transfer agent has reason to believe is a resident of, any jurisdiction outside of Canada to the extent that: (i) the issuance or delivery by the Corporation to such person, upon an Automatic Conversion of Conversion Preference Shares, would require the Corporation to take any action to comply with securities or analogous laws of such jurisdiction, or (ii) withholding tax would be applicable in connection with the delivery to such person of Conversion Preference Shares upon an Automatic Conversion ("**Ineligible Persons**"). In such circumstances, the Corporation will hold all Conversion Preference Shares that would otherwise be delivered to Ineligible Persons, as agent for Ineligible Persons, and will attempt to facilitate the sale of such Conversion Preference Shares through a registered dealer retained by the Corporation for the purpose of effecting the sale (to parties other than the Corporation, its affiliates or other Ineligible Persons) on behalf of such Ineligible Persons. Such sales, if any, may be made at any time and any price. The Corporation will not be subject to any liability for failing to sell Conversion Preference Shares on behalf of any such Ineligible Persons or at any particular price on any particular day. The net proceeds received by the Corporation from the sale of any such Conversion Preference Shares will be divided among the Ineligible Persons in proportion to the number of Conversion Preference Shares that would otherwise have been delivered to them, after deducting the costs of sale and applicable taxes, if any. The Corporation will make payment of the aggregate net proceeds to the Depositary (if the Notes are then held in the book-entry only system) or to the registrar and transfer agent (in all other cases) for distribution to such Ineligible Persons in accordance with the procedures of the Depositary or otherwise.

As a precondition to the delivery of any certificate or other evidence of issuance representing any Conversion Preference Shares or related rights following an Automatic Conversion, the Corporation may obtain from any Noteholder (and persons holding Notes represented by such Noteholder) a declaration, in form and substance satisfactory to the Corporation, confirming compliance with any applicable regulatory requirements to establish that such Noteholder is not, and does not represent, an Ineligible Person.

As the events that give rise to an Automatic Conversion are bankruptcy and related events, it is in the Corporation's interest to ensure that an Automatic Conversion does not occur, although the events that could give rise to an Automatic Conversion may be beyond the Corporation's control.

Issue of Conversion Preference Shares in Connection with Automatic Conversion

All corporate action necessary to authorize the Corporation to issue Conversion Preference Shares pursuant to the terms of the Notes will be completed prior to the closing of the offering of the Notes.

Redemption Right

On or after April 12, 2028, the Corporation may, at its option, on giving not more than 60 nor less than 30 days' notice to the Noteholders, redeem the Notes, in whole at any time or in part from time to time, on any Interest Payment Date. The redemption price per $1,000 principal amount of Notes redeemed on any Interest Payment Date will be 100% of the principal amount thereof, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. Notes that are redeemed shall be cancelled and shall not be reissued.

In the event that the Corporation redeems or purchases any of the Notes, the Corporation intends (without thereby assuming a legal obligation) to do so only to the extent the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by the Corporation from new issuances during the period commencing on the 365th or 366th calendar day, depending upon the actual number of days in the applicable year, prior to the date of such redemption or purchase of securities which are assigned by Standard & Poor's Rating Services, a division of McGraw-Hill Companies (Canada) Corporation

("**S&P**") at the time of sale or issuance, an aggregate equity credit that is equal to or greater than the equity credit assigned to the Notes to be redeemed or repurchased (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes), unless:

- the issuer credit rating assigned by S&P to the Corporation is at least BBB+ (or such similar nomenclature then used by S&P) and the Corporation is comfortable that such rating would not fall below this level as a result of such redemption or purchase; or
- in the case of a purchase:
  - such repurchase is of less than 10% of the aggregate principal amount of the Notes originally issued in any period of 12 consecutive months, or
  - a maximum of 25% of the aggregate principal amount of the Notes originally issued in any period of 10 consecutive years is purchased; or
- the Notes are not assigned equity credit by S&P at the time of such redemption or purchase; or
- the Notes are redeemed pursuant to a Rating Event or a Tax Event (each as defined herein); or
- such redemption or purchase occurs on or after April 12, 2048.

Redemption on Tax Event or Rating Event

Prior to the initial Interest Reset Date and within 90 days of a Tax Event, the Corporation may, at its option, on giving not more than 60 nor less than 30 days' notice to the Noteholders, redeem all (but not less than all) of the Notes. The redemption price per $1,000 principal amount of Notes will be equal to 100% of the principal amount thereof, together with accrued and unpaid interest to but excluding the date fixed for redemption.

A "**Tax Event**" means the Corporation has received an opinion of independent counsel of a nationally recognized law firm in Canada or the U.S. experienced in such matters (who may be counsel to the Corporation) to the effect that, as a result of, (i) any amendment to, clarification of, or change (including any announced prospective change) in, the laws, or any regulations thereunder, or any application or interpretation thereof, of Canada or the U.S. or any political subdivision or taxing authority thereof or therein, affecting taxation, (ii) any judicial decision, administrative pronouncement, published or private ruling, regulatory procedure, rule, notice, announcement, assessment or reassessment (including any notice or announcement of intent to adopt or issue such decision, pronouncement, ruling, procedure, rule, notice, announcement, assessment or reassessment) (collectively, an "administrative action"), or (iii) any amendment to, clarification of, or change in, the official position with respect to or the interpretation of any administrative action or any interpretation or pronouncement that provides for a position with respect to such administrative action that differs from the theretofore generally accepted position, in each of case (i), (ii) or (iii), by any legislative body, court, governmental authority or agency, regulatory body or taxing authority, irrespective of the manner in which such amendment, clarification, change, administrative action, interpretation or pronouncement is made known, which amendment, clarification, change or administrative action is effective or which interpretation, pronouncement or administrative action is announced on or after the date of issue of the Notes, there is more than an insubstantial risk (assuming any proposed or announced amendment, clarification, change, interpretation, pronouncement or administrative action is effective and applicable) that the Corporation is, or may be, subject to more than a *de minimis* amount of additional taxes, duties or other governmental charges or civil liabilities because the treatment of any of its items of income, taxable income, expense, taxable capital or taxable paid-up capital with respect to the Notes (including the treatment by the Corporation of interest on the Notes), as or as would be reflected in any tax return or form filed, to be filed, or that otherwise could have been filed, will not be respected by a taxing authority.

Prior to the initial Interest Reset Date and within 90 days following the occurrence of a Rating Event, the Corporation may, at its option, on giving not more than 60 nor less than 30 days' notice to the Noteholders, redeem all (but not less than all) of the Notes. The redemption price per $1,000 principal amount of Notes will be equal to 102% of the principal amount thereof, together with accrued and unpaid interest to but excluding the date fixed for redemption.

A "**Rating Event**" means the amount of equity credit assigned to the Notes by Moody's Investor Services Inc. ("**Moody's**"), S&P, DBRS Limited ("**DBRS**") or Fitch Ratings, Inc. ("**Fitch**") has been reduced due to an amendment to, clarification of or change in, the Equity Credit Methodology.

"**Equity Credit Methodology**" means the methodology or criteria employed by Moody's, S&P, DBRS or Fitch for purposes of assigning equity credit to securities such as the Notes that was effective on the date of the original issuance of the Notes.

Subordination

The Notes will be direct unsecured subordinated obligations of the Corporation. The payment of principal and interest on the Notes, to the extent provided in the Indenture, will be subordinated in right of payment to the prior payment in full of all present and future Senior Indebtedness, and will be effectively subordinated to all indebtedness and obligations of the Corporation's subsidiaries.

In the event (i) of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Corporation or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Corporation, or (ii) subject to the subordination provisions in the Indenture that a default shall have occurred with respect to payments due on any Senior Indebtedness, or there shall have occurred an event of default (other than a default in payment) in respect of any Senior Indebtedness permitting the holder or holders thereof to accelerate the maturity thereof, or (iii) that the principal of and accrued interest on the Notes shall have been declared due and payable pursuant to the Indenture and such declaration shall not have been rescinded and annulled as provided therein, then the holders of Senior Indebtedness shall first be entitled to receive payment of the full amount due thereon before the Noteholders are entitled to receive a payment on account of the principal or interest on the Notes, including, without limitation, any payments made pursuant to any redemption or purchase for cancellation.

"**Senior Indebtedness**" means obligations (other than non-recourse obligations, the Notes or any other obligations specifically designated as being subordinate in right of payment to Senior Indebtedness) of, or guaranteed or assumed by, the Corporation for borrowed money or evidenced by bonds, debentures or notes or obligations of the Corporation for or in respect of bankers' acceptances (including the face amount thereof), letters of credit and letters of guarantee (including all reimbursement obligations in respect of each of the foregoing) or other similar instruments, and amendments, renewals, extensions modifications and refundings of any such indebtedness or obligation including, without limitation, the medium term notes previously issued by the Corporation. As of April 6, 2018, the Corporation's Senior Indebtedness totaled approximately $16,771 million.

Events of Default

An event of default in respect of the Notes will occur only if the Corporation defaults on the payment of (i) principal or premium, if any, when due and payable, or (ii) interest when due and payable and such default continues for 30 days (subject to the Corporation's right, at its sole option, to defer interest payments, as described under "*Description of the Notes - Deferral Right.*"). There will be no right of acceleration in the case of a default in the performance of any other covenant of the Corporation in the Indenture, although a legal action could be brought to enforce such covenant. For the avoidance of doubt, the events of default stated in this section shall be the only events of default applicable to the Notes.

If an event of default has occurred and is continuing, and the Notes have not already been automatically converted into Conversion Preference Shares, then the Corporation shall be deemed to be in default under the Indenture and the Notes and the Trustee may, in its discretion and shall upon the request of holders of not less than one-quarter of the principal amount of Notes then outstanding under the Indenture, demand payment of the principal or premium, if any, together with any accrued and unpaid interest up to (but excluding) such date, which shall immediately become due and payable in cash, and may institute legal proceedings for the collection of such aggregate amount in the event the Corporation fails to make payment thereof upon such demand.

Additional Covenants

In addition to the Dividend Stopper Undertaking, the Corporation will covenant for the benefit of the Noteholders, that it will not create or issue any preference shares which, in the event of insolvency or winding-up of the Corporation, would rank in right of payment in priority to the Conversion Preference Shares.

Governing Law

The Notes and the Indenture will be governed by the laws of the Province of Alberta.

DESCRIPTION OF THE CONVERSION PREFERENCE SHARES

The following is a summary of the principal rights, privileges, restrictions and conditions attaching to the preference shares of the Corporation as a class and to be attached to the Conversion Preference Shares. The Corporation will furnish on request a copy of the text of the provisions attaching to the preference shares as a class and the Conversion Preference Shares, as a series and such provisions will also be available on SEDAR at www.sedar.com.

Certain Provisions of the Preference Shares as a Class

The Corporation is authorized to issue an unlimited number of preference shares without nominal or par value, issuable in series and, with respect to each series, the board of directors of the Corporation shall fix the number of shares comprising the series and determine the designation, rights, privileges, restrictions and conditions attaching to the shares of the series, subject to certain limitations.

The preference shares of each series shall rank on parity with the preference shares of every other series with respect to priority in the payment of dividends and with respect to priority on the return of capital or any other distribution of assets of the Corporation in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "**liquidation distribution**").

The preference shares of each series shall be entitled to preferences over the common shares and any other shares of the Corporation (together, the "**junior shares**") that may rank junior to the preference shares with respect to priority in the payment of dividends and with respect to priority on a liquidation distribution. Subject to certain limitations, the board of directors of the Corporation may give the preference shares of any series such other preferences over the junior shares as the board of directors of the Corporation sees fit.

The holders of preference shares of a series shall not be entitled to receive notice of or to attend or vote at meetings of the shareholders of the Corporation except as required by law. At any meeting of the holders of the preference shares as a class or at any joint meeting of the holders of two or more series of the preference shares, each holder of preference shares entitled to vote thereat shall have on a poll one one-hundredth of a vote in respect of each dollar of the issue price of each share held, and the formalities to be observed with respect to the giving of notice of any such meeting, the quorum therefor and the conduct thereof shall *mutatis mutandis* be those then prescribed by the Corporation's by-laws or standing board resolutions with respect to meetings of shareholders.

Certain Provisions of the Conversion Preference Shares

Issue Price

The Conversion Preference Shares will have an issue price of $1,000 per share.

Dividends on Conversion Preference Shares

Holders of the Conversion Preference Shares will be entitled to receive cumulative preferential cash dividends, if, as and when declared by the board of directors of the Corporation, subject to the *Canada Business Corporations Act*, at the Perpetual Preference Share Rate, payable on each semi-annual or quarterly dividend payment date, as the case may be, subject to applicable withholding tax. If the board of directors does not declare the dividends, or any part thereof, on the Conversion Preference Shares on or before the dividend payment date for a particular period, such dividends or the unpaid part thereof shall be paid on a subsequent date or dates to be determined by the board of directors on which the Corporation shall have sufficient monies properly available, under the provisions of applicable law and under the provisions of any trust indenture governing bonds, debentures or other securities of the Corporation, for the payment of the same.

Redemption of Conversion Preference Shares

The Conversion Preference Shares shall not be redeemable prior to April 12, 2028. On or after that date, but subject to the provisions described under "*Certain Provisions of the Conversion Preference Shares - Restrictions on Payments and Reductions of Capital*", on any semi-annual or quarterly dividend payment date, as applicable, the Corporation may, at its option, redeem all or any part of the Conversion Preference Shares by the payment of an amount in cash for each share to be redeemed equal to $1,000 plus all accrued and unpaid dividends thereon to but excluding the date fixed for redemption (less any tax required to be deducted and withheld by the Corporation). Should any such date not be a business day, the redemption date will be the next succeeding business day.

Notice of any redemption of Conversion Preference Shares will be given by the Corporation not more than 60 days and not less than 30 days prior to the date fixed for redemption. If less than all of the outstanding Conversion Preference Shares are at any time to be redeemed, the shares so to be redeemed shall be selected by lot in such manner as the board of directors of the Corporation or the transfer agent, if any, appointed by the Corporation in respect of such shares shall decide, or, if the board of directors so decides, such shares may be redeemed pro rata.

Purchase for Cancellation

Subject to the provisions described under "*Certain Provisions of the Conversion Preference Shares — Restrictions on Payments and Reductions of Capital*", the Corporation may from time to time purchase for cancellation all or any part of the Conversion Preference Shares at any price by tender to all holders of Conversion Preference Shares or through the facilities of any stock exchange on which the Conversion Preference Shares are listed, or in any other manner, provided that in the case of a purchase in any other manner the price for such Conversion Preference Shares so purchased for cancellation shall not exceed the highest price offered for a board lot of Conversion Preference Shares on any stock exchange on which such shares are listed on the date of purchase for cancellation, plus costs of purchase.

Rights on Liquidation

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Conversion Preference Shares shall be entitled to receive $1,000 per whole Conversion Preference Share together with all accrued and unpaid dividends thereon (less any tax required to be deducted and withheld by the Corporation) before any amount shall be paid or any property or assets of the Corporation shall be distributed to the holders of the junior shares. After payment to the holders of the Conversion Preference Shares of the amount so payable to them, they shall not, as such, be entitled to share in any further distribution of the property or assets of the Corporation.

Restrictions on Payments and Reductions of Capital

So long as any Conversion Preference Shares are outstanding, the Corporation shall not:

- call for redemption, purchase, reduce stated capital maintained by the Corporation or otherwise pay off less than all of the Conversion Preference Shares and all other preference shares of the Corporation then outstanding ranking prior to or on parity with the Conversion Preference Shares with respect to payment of dividends;

- declare, pay or set apart for payment any dividends (other than stock dividends in shares of the Corporation ranking junior to the Conversion Preference Shares) on the common shares or any other shares ranking junior to the Conversion Preference Shares with respect to payment of dividends; or

- call for redemption of, purchase, reduce stated capital maintained by the Corporation or otherwise pay for any shares of the Corporation ranking junior to the Conversion Preference Shares with respect to repayment of capital or with respect to payment of dividends;

unless all dividends up to and including the dividends payable on the last preceding dividend payment dates on the Conversion Preference Shares and on all other preference shares then outstanding ranking prior to or on a parity with the Conversion Preference Shares with respect to payment of dividends shall have been declared and paid or set apart for payment at the date of any such action.

Voting Rights

The holders of Conversion Preference Shares shall not be entitled to receive notice of or to attend or vote at meetings of the shareholders of the Corporation, except as required by law. At any meeting of the holders of the preference shares as a class or at any joint meeting of the holders of two or more series of the preference shares, each holder of preference shares entitled to vote thereat shall have on a poll one one-hundredth of a vote in respect of each dollar of the issue price of each shareholder.

Tax Election

The Conversion Preference Shares will be "taxable preferred shares" as defined in the Tax Act for purposes of the tax under Part IV.1 of the Tax Act applicable to certain corporate holders of the Conversion Preference Shares. The terms of the Conversion Preference Shares require the Corporation to make the necessary election under Part VI.1 of the Tax Act so that such

corporate holders will not be subject to the tax under Part IV.1 of the *Income Tax Act* (Canada) on dividends received (or deemed to be received) on the Conversion Preference Shares. See "*Certain Canadian Federal Income Tax Considerations — Dividends*."

Business Day

If any day on which any dividend on the Conversion Preference Shares is payable by the Corporation or on or by which any other action is required to be taken by the Corporation is not a business day, then such dividend shall be payable and such other action may be taken on or by the next succeeding day that is a business day. For the purposes hereof, "business day" shall mean a day on which banks are generally open for business in each of Calgary, Alberta and Toronto, Ontario.

EARNINGS COVERAGE RATIO

The following earnings coverage ratio for the Corporation has been calculated on a consolidated basis for the 12 month period ended December 31, 2017 and is derived from audited financial information for the 12 month period ended December 31, 2017, prepared in accordance with U.S. GAAP.

The following earnings coverage ratio gives pro forma effect to the Offering, the issuance, redemption or purchase by the Corporation and its affiliates from time to time of debt securities and the repayment by the Corporation of debt since December 31, 2017, including:

- the issuance by the Corporation of US$850,000,000 aggregate principal amount of 6.250% fixed-to-floating rate notes, Series 2018-A due 2078 pursuant to a prospectus supplement dated February 26, 2018, the expected issuance by the Corporation of US$600,000,000 aggregate principal amount of 6.375% fixed-to-floating rate subordinated notes, series 2018-B due 2078 pursuant to a prospectus supplement dated April 5, 2018 and the repayment by the Corporation of a term loan of US$650 million on February 26, 2018;

- the redemption by Spectra Energy Capital, LLC of US$497,699,000 aggregate principal amount of its 3.30% senior notes due 2023 and US$162,580,000 aggregate principal amount of its 5.65% senior notes due 2020 on March 27, 2018,

- the purchases by Spectra Energy Capital, LLC of US$106,879,000 aggregate principal amount of its 6.75% senior unsecured notes due 2032 and its 7.50% senior unsecured notes due 2038 pursuant to a cash tender offer which settled on March 9, 2018; and

- the issuance by Texas Eastern Transmission, LP of US$400,000,000 aggregate principal amount of 3.50% senior notes due 2028 and US$400,000,000 aggregate principal amount of 4.15% senior notes due 2048 on January 9, 2018.

Adjustments for normal course issuances and repayments of debt subsequent to December 31, 2017 would not materially affect the ratio and, as a result, have not been made. The earnings coverage ratio set forth below does not purport to be indicative of earnings coverage ratios for any future periods.

	Twelve Month Period Ended
	December 31, 2017
Earnings coverage[(1)(2)]	0.9 times

Notes:

(1) Earnings coverage on a net earnings basis is equal to earnings attributable to the Corporation plus net interest expense and income taxes divided by net interest expense plus capitalized interest and preference share dividend obligations.

(2) The Corporation's earnings coverage ratio for the twelve month period ended December 31, 2017 is less than one-to-one. The dollar amount of the numerator for this earnings coverage ratio that would be required to achieve a ratio of one-to-one is $3,403 million.

The Corporation evaluates its performance using a variety of measures. The earnings coverage discussed above is not defined under U.S. GAAP and, therefore, should not be considered in isolation or as an alternative to, or more meaningful than, net earnings as determined in accordance with U.S. GAAP as an indicator of the Corporation's financial performance or liquidity. This measure is not necessarily comparable to a similarly titled measure of another company.

The Corporation's dividend requirements on all of its preference shares after giving pro forma effect to the conversion of certain preference shares in accordance with their terms, adjusted for changes in dividend amounts on certain preference shares that took effect as a result of dividend rate adjustments in accordance with the terms of such preference shares and adjusted to a before tax equivalent using an effective income tax recovery rate of 474% at December 31, 2017, amounted to approximately $58 million for the 12 months ended December 31, 2017. The effective income tax recovery rate of 474% for the year ended December 31, 2017 was unusually low because of the tax effect of certain permanent items that are not associated with the current year earnings, relative to the consolidated earnings. For comparability, if the 2016 effective income tax expense rate was used instead of the 2017 effective income tax recovery rate, the Corporation's dividend requirements for the 12 months ended December 31, 2017 would have been approximately $353 million and the earnings coverage ratio would change to 0.8 times the Corporation's aggregate dividend and interest requirements for this period.

The Corporation's interest requirements amounted to approximately $3,345 million for the 12 months ended December 31, 2017. The Corporation's earnings before interest and income taxes for the 12 months ended December 31, 2017 were approximately $2,980 million, which is 0.9 times the Corporation's aggregate dividend and interest requirements for this period.

CREDIT RATINGS

The Notes have been assigned a rating of "Ba2" by Moody's, a rating of "BBB-" by S&P, a rating of "BBB (low)" by DBRS and a rating of "BBB-" by Fitch.

Credit ratings are intended to provide investors with an independent measure of credit quality of any issue of securities and are indicators of the likelihood of payment and of the capacity of a company to meet its financial commitment on the rated obligation in accordance with the terms of the rated obligation. The credit ratings assigned to the Notes by the rating agencies are not recommendations to buy, sell or hold the Notes inasmuch as such ratings do not comment as to market price or suitability for a particular investor, and may be revised or withdrawn entirely at any time by a rating agency. Credit ratings may not reflect the potential impact of all risks on the value of the Notes. In addition, real or anticipated changes in the rating assigned to the Notes will generally affect the market value of the Notes. There can be no assurance that a rating will remain in effect for a given period of time or that a rating will not be revised or withdrawn entirely by a rating agency in the future. The lowering of any rating of the Notes may negatively affect the quoted market price, if any, of such Notes.

Moody's credit ratings are on a long term debt rating scale that ranges from Aaa to C, representing the range from least credit risk to greatest credit risk of such securities rated. The "Ba" rating is the fifth highest of nine rating categories for long term debt. Obligations rated "Ba" are judged to have speculative elements and are subject to substantial credit risk. Moody's applies numerical modifiers 1, 2 and 3 in each generic rating classification from Aa through Caa in its long term debt rating system. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category, the modifier 2 indicates a mid-range ranking and the modifier 3 indicates a ranking in the lower end of that generic rating category.

S&P's credit ratings are on a long term debt rating scale that ranges from AAA to D, representing the range from highest to lowest quality of such securities rated. The "BBB" rating is the fourth highest of ten rating categories for long term debt. An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

DBRS' credit ratings are on a long term debt rating scale that ranges from AAA to D, which represents the range from highest to lowest quality of such securities rated. The "BBB" rating is the fourth highest of ten rating categories for long term debt. Long-term obligations rated "BBB" are of adequate credit quality. The capacity for the payment of financial obligations is considered acceptable, and may be vulnerable to future events. The assignment of a "(high)" or "(low)" modifier within each rating category indicates relative standing within such category. The absence of either a "high" or "low" designation indicates the rating is in the middle of the category. The "high" and "low" grades are not used for the AAA and D categories.

Fitch's credit ratings are on a long-term debt rating scale that ranges from AAA to D, which represents the range from highest to lowest quality of such securities rated. The "BBB" rating category is the fourth highest of the eleven major categories used by Fitch. Fitch describes debt instruments rated "BBB" as having good credit quality. An obligation rated "BBB" indicates that expectations of default risk are currently low and that the capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.

The Corporation made payments to Moody's, S&P, DBRS and Fitch in connection with the assignment of ratings to certain of the Corporation's securities and the Corporation will make payments to these rating agencies in connection with the

confirmation of such ratings for purposes of any future offerings of such securities. Other than those payments made in respect of credit ratings, no additional payments have been made to any of these rating agencies for any other services provided to the Corporation during the past two years.

PLAN OF DISTRIBUTION

Pursuant to an underwriting agreement (the "**Underwriting Agreement**") dated as of April 9, 2018 among the Corporation and the Underwriters, the Corporation has agreed to sell $750,000,000 aggregate principal amount of Notes to the Underwriters, and the Underwriters have severally (and not jointly or jointly and severally) agreed to purchase from the Corporation, as principal, such Notes at a price of 100% of the principal amount payable in cash against delivery on the Offering Closing Date. The Underwriting Agreement provides that, in consideration of the services of the Underwriters in connection with the Offering, the Corporation will pay the Underwriters a fee of 0.75% of the aggregate principal amount of the Notes, for an aggregate fee payable by the Corporation of $5,625,000. The Underwriters' fee is payable on the Offering Closing Date and will be paid, along with the expenses of the Offering, which are estimated to be $300,000, from the general funds of the Corporation.

The terms of the Offering were established through negotiations between the Corporation and the Underwriters.

The obligations of the Underwriters under the Underwriting Agreement are several (and not joint or joint and several) and may be terminated at their discretion upon the occurrence of certain stated events. If an Underwriter fails to purchase the Notes which it has agreed to purchase, the other Underwriters may, but are not obligated to, purchase such Notes, provided that, if the aggregate principal amount of Notes not purchased is less than or equal to 10% of the aggregate principal amount of Notes agreed to be purchased by the Underwriters, then each of the other Underwriters is obligated to purchase severally the aggregate principal amount of Notes not taken up, on a pro rata basis or as they may otherwise agree as between themselves. If the aggregate principal amount of Notes not purchased is greater than 10% of the aggregate principal amount of Notes agreed to be purchased by the Underwriters, then each of the other Underwriters shall be relieved of its obligations to purchase its respective percentage of the Notes, subject to the terms and conditions of the Underwriting Agreement. The Underwriters are, however, obligated to take up and pay for all Notes if any Notes are purchased under the Underwriting Agreement. The Underwriting Agreement also provides that the Corporation will indemnify the Underwriters and their respective directors, officers, shareholders, agents and employees against certain liabilities and expenses.

The Underwriters propose to offer the Notes initially at the public offering price specified on the cover page of this Prospectus Supplement. After the Underwriters have made a reasonable effort to sell all of the Notes offered by this Prospectus Supplement at the price specified herein, the offering price may be decreased and may be further changed from time to time to an amount not greater than the price specified on the cover page of this Prospectus Supplement. In the event the offering price of the Notes is reduced, the compensation received by the Underwriters will be decreased by the amount by which the aggregate price paid by the purchasers for the Notes is less than the gross proceeds paid by the Underwriters to the Corporation for the Notes. Any such reduction will not affect the proceeds received by the Corporation.

Subscriptions for Notes 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.

The Corporation has agreed that it shall not issue or agree to issue any fixed-to-floating rate subordinated debt or any other securities with provisions or characteristics similar to the Notes (all such securities, the "**Restricted Securities**"), prior to 60 days after the Offering Closing Date without the prior consent of CIBC World Markets Inc., Scotia Capital Inc. and TD Securities Inc., on behalf of the Underwriters, which consent shall not be unreasonably withheld. This agreement does not apply to issuances of (i) commercial paper or other debt securities with scheduled maturities of less than one year, (ii) any Senior Indebtedness, or (iii) any Restricted Securities sold exclusively outside of Canada to investors resident outside of Canada.

Pursuant to policy statements of certain securities regulators, the Underwriters may not, throughout the period of distribution, bid for or purchase Notes. The policy statements allow certain exceptions to the foregoing prohibitions. The Underwriters may only avail themselves of such exceptions on the condition that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Notes. These exceptions include a bid or purchase permitted under the Universal Market Integrity Rules for Canadian Marketplaces of the Investment Industry Regulatory Organization of Canada, relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Pursuant to the first mentioned exception, in connection with the Offering, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Notes at levels other than those which otherwise might prevail on the open market. Such transactions, if commenced, may be discontinued at any time.

The Notes have not been and will not be registered under the U.S. Securities Act or any state securities laws. They are being sold only outside the United States to non-U.S. Persons (as those terms are defined under Regulation S under the U.S. Securities Act) and may not be reoffered, resold, pledged or otherwise transferred in the United States or to U.S. Persons. See "**Notice to Investors**".

The Notes are new issues of securities with no established trading market. The Notes will not be listed on any securities exchange or on any automated dealer quotation system. The Corporation has been advised that the Underwriters may make a market in the Notes but are not obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes or that an active public market for the Notes will develop.

NOTICE TO INVESTORS

The Notes are subject to restrictions on transfer as summarized below. By purchasing the Notes, you will be deemed to have made the following acknowledgments, representations to and agreements with the Corporation and the Underwriters:

(1) You acknowledge that:

- the Notes have not been, and will not be, registered under the U.S. Securities Act or any other state securities laws and are being offered for resale in transactions that do not require registration under the U.S. Securities Act or any other state securities laws; and

- the Notes may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act or any other applicable securities laws, and in each case in compliance with the conditions for transfer set forth in paragraph 3 below.

(2) You represent that you are not a U.S. person (as defined in Regulation S under the U.S. Securities Act) and are not purchasing the Notes for the account or benefit of a U.S. person, and you are purchasing the Notes in an offshore transaction in accordance with Regulation S under the U.S. Securities Act.

(3) You represent that you are purchasing Notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the notes in violation of the U.S. Securities Act, and you agree on your own behalf and on behalf of any investor account for which you are purchasing Notes, and each subsequent holder of the Notes by its acceptance of the Notes will agree, that until the end of the Resale Restriction Period (as defined below), the Notes may be offered, sold or otherwise transferred only through offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the U.S. Securities Act.

You also acknowledge that to the extent that you hold the Notes through an interest in a global note, the Resale Restriction Period (as defined below) may continue until 40 days after the Corporation was the owner of such note or an interest in such global note, and so may continue indefinitely.

(4) You also acknowledge that:

- the above restrictions on resale will apply from the issue date until the date that is 40 days after the later of the issue date and the date when the Notes or any predecessor of the Notes are first offered to persons other than distributors (as defined in Rule 902 of Regulation S under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act (the "**Resale Restriction Period**"); and

- each Note will contain a legend substantially to the following effect:

  THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR

OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

RELATIONSHIP BETWEEN THE CORPORATION'S LENDERS AND THE UNDERWRITERS

Under applicable securities legislation in Canada, the Corporation may be considered to be a connected issuer of the Underwriters, as each is a directly or indirectly wholly-owned or majority-owned subsidiary or affiliate of a Canadian or international financial institution which has extended credit facilities to the Corporation upon which the Corporation may draw from time to time (all such institutions being, collectively, the "**Banks**").

As at April 6, 2018, the Corporation has approximately US$168.8 million outstanding unsecured indebtedness to the lenders under the Corporation's unsecured credit facilities. In addition, as at April 6, 2018, approximately $1,648.5 million of the Corporation's unsecured credit facilities are used as a backstop to support outstanding commercial paper balances. The Corporation is in compliance with the terms of its unsecured credit facilities and there have been no waivers of breaches thereunder. There has been no materially adverse change to the financial position of the Corporation since the indebtedness was incurred. The principal purpose of the credit facilities is to finance the Corporation's near-term growth capital expenditures and to support repayment obligations under its commercial paper program; however, the Corporation may incur additional indebtedness to the Banks under the credit facilities and net proceeds received pursuant to this offering may be used, directly or indirectly, to reduce that indebtedness.

None of the Banks was involved in the decision to offer the Notes and none will be involved in the determination of the terms of the distribution of the Notes. Each of the Underwriters will receive its proportionate share of the aggregate underwriting commission payable by the Corporation to the Underwriters.

The Corporation intends to use the net proceeds from the Offering to partially fund capital projects, to reduce short term indebtedness of the Corporation and its affiliates and for other general corporate purposes of the Corporation and its affiliates and, as a consequence, net proceeds from the Offering may be paid to one or more of the Banks. For more information, see "*Use of Proceeds*".

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of McCarthy Tétrault LLP, counsel to the Corporation, and Dentons Canada LLP, counsel to the Underwriters (collectively, "**Counsel**"), the following is a summary of the principal Canadian federal income tax considerations generally applicable to a holder of Notes who acquires Notes under the Offering and who, for purposes of the Tax Act and at all relevant times: (i) is, or is deemed to be, resident in Canada; (ii) deals at arm's length with and is not affiliated with the Corporation, the Underwriters or any of their affiliates; (iii) holds Notes and any Conversion Preference Shares as capital property; and (iv) is not exempt from tax under Part I of the Tax Act (a "**Resident Holder**"). Generally, the Notes and the Conversion Preference Shares will be considered to be capital property to a Resident Holder, provided that the Resident Holder does not hold the Notes or Conversion Preference Shares in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Resident Holders who might not otherwise be considered to hold their Notes or Conversion Preference Shares 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 such Notes or Conversion Preference Shares and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in subsequent taxation years, deemed to be capital property. Resident Holders who do not hold their Notes as capital property should consult their own tax advisors regarding their particular circumstances.

This summary is not applicable to a Resident Holder: (i) that is a "financial institution" for purposes of the "mark-to-market rules" in the Tax Act; (ii) that is a "specified financial institution" for the purposes of the Tax Act; (iii) that has elected to

determine its Canadian tax results in a foreign currency pursuant to the "functional currency" reporting rules in the Tax Act; (iv) an interest in which is a "tax shelter investment" (as defined in the Tax Act); or (v) that has or will enter into a "derivative forward arrangement" (as defined in the Tax Act) with respect to the Notes or Conversion Preference Shares. Such Resident Holders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of Notes and Conversion Preference Shares. In addition, this summary does not address the deductibility of interest by a Resident Holder who has borrowed money or otherwise incurred debt in connection with the acquisition of the Notes.

This summary is based upon the current provisions of the Tax Act and the regulations promulgated thereunder (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 administrative policies and assessing practices of the Canada Revenue Agency ("**CRA**") published in writing prior to the date hereof. This summary is not exhaustive of all Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in law or CRA administrative policies and assessing practices, whether by way of legislative, governmental or judicial decision or action, nor does it take into account or consider any other federal tax considerations or any provincial, territorial or foreign tax considerations, which may differ materially from those discussed herein. While this summary assumes that the Tax Proposals will be enacted in the form proposed, no assurance can be given that such proposals will be enacted in their current form, or at all.

This summary is of a general nature only and is not, and is not intended to be, and should not be construed to be, legal or tax advice to any particular Resident Holder and no representation with respect to the income tax consequences to any particular Resident Holder is made. Prospective purchasers of Notes should consult their own tax advisors with respect to the tax consequences of acquiring, holding and disposing of Notes having regard to their own particular circumstances.

Notes

Interest on the Notes

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 any interest on the Notes that accrues (or is deemed to accrue) to it to the end of the particular 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 computing the Resident Holder's income for a preceding taxation year.

Any other Resident Holder, including an individual, will be required to include in 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 Resident Holder in computing income), except to the extent that the interest was included in the Resident Holder's income for a preceding taxation year. In addition, if at any time a Note should become an "investment contract" (as defined in the Tax Act) in relation to a Resident Holder, such Resident Holder will be required to include in computing the Resident Holder's income for a taxation year any interest that accrues to the Resident Holder on the Note up to the end of any "anniversary date" (as defined in the Tax Act) in the year to the extent such interest was not otherwise included in the Resident Holder's income for that year or a preceding taxation year. The investment contract provisions of the Tax Act will generally apply during any Deferral Period to require Resident Holders who would not otherwise include accrued but unpaid interest in their income to include interest that accrues during the Deferral Period on an annual basis.

Any premium paid by the Corporation to a Resident Holder on a redemption or repayment of Notes (other than in the open market in the manner any such obligation would normally be purchased in the open market by any member of the public) will generally be deemed to be interest received at that time by such Resident Holder, but only to the extent that such premium can reasonably be considered to relate to, and does not exceed the value at that time of, the interest that would have been paid or payable by the Corporation on Notes for taxation years of the Corporation ending after the date of redemption or repayment.

Dispositions of Notes

On a disposition or deemed disposition of Notes by a Resident Holder, including a purchase or redemption by the Corporation, an Automatic Exchange, or a repayment by the Corporation upon maturity, a Resident Holder will generally be required to include in computing its income for the taxation year in which the disposition occurred the amount of interest (including amounts considered to be interest) that has accrued or been deemed to accrue on the Notes from the date of the last interest payment to the date of disposition to the extent that such amount has not otherwise been included in the Resident Holder's income for the taxation year or a previous taxation year.

In general, on a disposition or deemed disposition of Notes, a Resident Holder will realize a capital gain (or a capital loss) equal to the amount, if any, 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. On an Automatic Conversion, the proceeds of disposition will be the fair market value of the Conversion Preference Shares received on such conversion except to the extent a portion of such shares are, or are deemed to be, received in respect of interest on the Notes and the cost of the Conversion Preference Shares received on such conversion will be the fair market value of each such share. In general, where a Resident Holder has disposed of Notes at fair market value, there may be deducted in computing the Resident Holder's income the amount of accrued interest in the Resident Holder's income to the extent such amount was not received or receivable by the Resident Holder in the year of disposition or a previous year.

Conversion Preference Shares

Dividends

Dividends (including a deemed dividend) received on Conversion Preference Shares held by a Resident Holder will be included in computing the Resident Holder's income for purposes of the Tax Act. Such dividends received by a Resident Holder who is an individual (other than certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by the Corporation as eligible dividends in accordance with the provisions of the Tax Act.

Taxable dividends received by a Resident Holder who is an individual (other than certain 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.

A Resident Holder that is a corporation will include such dividends in computing its income and generally will be entitled to deduct the amount of such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations are urged to consult their own tax advisors having regard to their particular circumstances.

A Resident Holder that is a "private corporation" or "subject corporation" (as such term is defined in the Tax Act) may be liable to pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received on the Conversion Preference Shares to the extent such dividends are deductible in computing the Resident Holder's taxable income.

The Conversion Preference Shares will be "taxable preferred shares" (as defined in the Tax Act). The terms of the Conversion Preference Shares require the Corporation to make the necessary election under Part VI.1 of the Tax Act so that corporate Resident Holders will not be subject to tax under Part IV.1 of the Tax Act on dividends received (or deemed to be received) on the Conversion Preference Shares.

Dispositions of Conversion Preference Shares

A Resident Holder who disposes of or is deemed to dispose of Conversion Preference Shares (other than as discussed under "*Redemption or Other Acquisition by the Corporation*") will generally realize a capital gain (or a capital loss) to the extent that the Resident Holder's proceeds of disposition exceed (or are less than) the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. If the Resident Holder is a corporation, any capital loss realized on a disposition or deemed disposition of Conversion Preference Shares may in certain circumstances be reduced by the amount of any dividends, including deemed dividends, which have been received on such shares. Analogous rules apply to a partnership or trust of which a corporation, trust or partnership is a member or beneficiary.

Redemption or Other Acquisition by the Corporation

If the Corporation redeems for cash or otherwise acquires the Conversion Preference Shares, other than by a purchase in the manner in which shares are normally purchased by a member of the public in the open market, the Resident Holder will be deemed to have received a dividend equal to the amount, if any, paid by the Corporation in excess of the paid-up capital of such shares for purposes of the Tax Act at such time. Such deemed dividend will be subject to the treatment described above under "*Dividends*". The difference between the amount paid and the amount of the deemed dividend will be treated as proceeds of disposition for the purposes of computing the capital gain or capital loss arising on a disposition of such shares.

Taxation of Capital Gains and Capital Losses

One-half of the amount of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year will generally be included in the Resident Holder's income for the year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in the year. Any excess allowable capital losses over taxable capital gains of the Resident Holder for that year may be carried back up to three taxation years or forward indefinitely and deducted against net taxable capital gains in those other years, subject to the detailed provisions of the Tax Act. A Resident Holder that is an individual, including certain trusts, may be liable for alternative minimum tax as a result of realizing a capital gain.

Additional Refundable Tax

A Resident Holder that is, throughout the year, a Canadian-controlled private corporation (as defined in the Tax Act) may be liable to pay an additional refundable tax on its "aggregate investment income" (as defined in the Tax Act), including amounts in respect of interest, dividends received or deemed to be received that are not deductible in computing income for a year and the amount of any taxable capital gains.

ELIGIBILITY FOR INVESTMENT

In the opinion of Counsel, based on the current provisions of the Tax Act and the Regulations in force as of the date hereof: (i) the Notes, if acquired on the date hereof, will be qualified investments for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**"), deferred profit sharing plan (other than a trust governed by a deferred profit sharing plan for which the employer is the Corporation or an entity which does not deal at arm's length with the Corporation), registered disability savings plan ("**RDSP**") or tax-free savings account ("**TFSA**") (each, a "**Defined Plan**"); and (ii) provided that the Corporation is a public corporation for the purposes of the Tax Act, at the time of their issuance, the Conversion Preference Shares will, at that time, be qualified investments for a trust governed by a Defined Plan.

Notwithstanding that the Notes and Conversion Preference Shares, as the case may be, may be a qualified investment for a trust governed by a Defined Plan, the annuitant of a RRSP or RRIF, the holder of a TFSA or RDSP or the subscriber of a RESP, as the case may be (each, a "**Controlling Individual**"), will be subject to a penalty tax on such Notes or Conversion Preference Shares held in the Defined Plan if such Notes or Conversion Preference Shares, as the case may be, are a "prohibited investment" within the meaning of the Tax Act. The Notes and Conversion Preference Shares, as the case may be, will generally be a "prohibited investment" if the Controlling Individual of the relevant Defined Plan does not deal at arm's length with the Corporation for the purposes of the Tax Act or has a "significant interest", within the meaning of the Tax Act, in the Corporation. Controlling Individuals of Defined Plans should consult with their own tax advisors as to whether the Notes and/or Conversion Preference Shares will be prohibited investments in their particular circumstances.

RISK FACTORS

An investment in the Notes offered hereunder involves certain risks. In addition to the other information contained in this Prospectus Supplement and the accompanying Prospectus, and in the documents incorporated by reference therein, prospective purchasers of the Notes should consider carefully the risk factors set forth below, as well as the risk factors referenced in the accompanying Prospectus under the heading "*Risk Factors*".

Risks Related to the Notes

The Corporation is a holding company and as a result is dependent on its subsidiaries to generate sufficient cash and distribute cash to the Corporation to service the Corporation's indebtedness, including the Notes.

The Corporation's ability to make payments on its indebtedness, fund its ongoing operations and invest in capital expenditures and any acquisitions will depend on its subsidiaries' ability to generate cash in the future and distribute that cash to us. It is possible that the Corporation's subsidiaries may not generate cash from operations in an amount sufficient to enable the Corporation to service its indebtedness, including the Notes.

Noteholders will only have rights as an equity holder in the event of insolvency.

In the event of the occurrence of the Automatic Conversion, with the result that the Noteholders receive Conversion Preference Shares on conversion of such Notes, the only claim or entitlement of each Noteholder will be in its capacity as a

shareholder of the Corporation. See *"Description of Notes — Automatic Conversion"* and *"Risks Related to the Conversion Preference Shares."*

The Notes are Subordinated in Right of Payment.

The Corporation's obligations under the Notes will be subordinated in right of payment to the Corporation's Senior Indebtedness. This means that the Corporation will not be permitted to make any payments on the Notes if the Corporation defaults on a payment of principal of, premium, if any, or interest on any such Senior Indebtedness or there shall occur an event of default under such Senior Indebtedness and the Corporation does not cure the default within the applicable grace period, if the holders of the Senior Indebtedness have the right to accelerate the maturity of such indebtedness or if the terms of such Senior Indebtedness otherwise restrict the Corporation from making payments to junior creditors. See *"Description of the Notes — Subordination.*" The Corporation's Senior Indebtedness as of April 6, 2018 was approximately $16,771 million.

In addition to the contractual subordination described above, the Notes are not guaranteed by the Corporation's subsidiaries (including partnerships and joint ventures through which the Corporation conducts business) and are thus structurally subordinated to all of the debt of these subsidiaries, partnerships and joint ventures. The Corporation's interests in its subsidiaries and the partnerships and joint ventures through which it conducts business generally consist of equity interests, which are residual claims on the assets of those entities after their creditors are satisfied. As at December 31, 2017, the long-term debt (excluding current portion, as well as guarantees and intercompany obligations between the Corporation and its subsidiaries) of the Corporation's subsidiaries totaled approximately $39,643 million.

The Indenture restricts the Corporation's ability to incur liens, but places no such restriction on its subsidiaries or the partnerships and joint ventures through which the Corporation conducts business. Holders of parent company indebtedness that is secured by parent company assets will have a claim on the assets securing the indebtedness that is prior in right of payment to the Corporation's general unsecured creditors, including the Noteholders. The Indenture permits the Corporation to incur additional liens as described under *"Description of the Notes – Trust Indenture Covenants – Negative Covenant"*.

Furthermore, in the event of an insolvency or liquidation of the Corporation, the claims of creditors of the Corporation would be entitled to a priority payment over the claims of holders of equity interests of the Corporation, such as the Conversion Preference Shares. See *"Risks Related to the Notes - Rights only as an Equity Holder in the Event of Insolvency"* and *"Risks Related to the Conversion Preference Shares - The Conversion Preference Shares will be treated as equity in the event of an insolvency or winding-up of the Corporation"*

The Fourth Supplemental Indenture does not restrict the Corporation's ability to issue or become liable for additional indebtedness.

The Base Indenture restricts the Corporation's ability, for the benefit of the holders of Senior Indebtedness, to issue or become liable for Funded Obligations, which may constitute Senior Indebtedness. Pursuant to the Fourth Supplemental Indenture, Noteholders do not have the benefit of this restriction. As a result, the amount of additional indebtedness, including indebtedness ranking equally with the Notes, for which the Corporation may issue or become liable is not restricted.

The Corporation may redeem the Notes before the Maturity Date.

The Corporation may redeem the Notes in the circumstances described under "*Description of the Notes - Redemption Right" and "- Redemption on Tax Event or Rating Event.*" These redemption rights may, depending on prevailing market conditions at the time, create reinvestment risk for the Noteholders in that they may be unable to find a suitable replacement investment with a comparable return to the Notes.

Deferral of Interest Payments.

So long as no event of default has occurred and is continuing, subject to certain exceptions, the Corporation may elect, at its sole option, to defer the interest payable on the Notes on one or more occasions for up to five consecutive years as described under "*Description of the Notes — Deferral Right.*" There is no limit on the number of Deferral Periods that may occur. Such deferral will not constitute an event of default or any other breach under the Notes and the Indenture.

Changes in Canadian dollar bankers' acceptance rate reporting practices or the method pursuant to which Bankers' Acceptance is determined may adversely affect the value of the Notes.

The Canadian Dollar Offered Rate (CDOR) and other indices which are deemed "benchmarks" are the subject of recent national, international, and other regulatory guidance and proposals for reform. Some of these reforms are already effective while

others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or have other consequences which cannot be predicted.

At this time, it is not possible to predict the effect of any such changes, any establishment of alternative reference rates or any other reforms to CDOR that may be implemented. Uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect the trading market for notes the interest on which is determined by reference to CDOR, including the Notes issued pursuant to this Prospectus Supplement.

More generally, any consequential changes to CDOR or any other "benchmark" as a result of international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the value of and return on any notes based on or linked to a "benchmark".

If the Reuters CDOR Page or any Alternative CDOR Page is not available on the applicable determination date, the terms of the Notes will require that the Corporation use alternative determination procedures including, if the Corporation determines, using a substitute or successor base rate that it has determined in its sole discretion is most comparable to the average bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months. In so acting, the Corporation would not assume any obligations or relationship of agency or trust, including, but not limited to, any fiduciary duties or obligations, for or with any of the holders of the Notes. Any of the outcomes noted above may result in different than expected distributions and could materially affect the value of the Notes.

Risks related to the Conversion Preference Shares

Market for the Conversion Preference Shares.

There is currently no market through which the Conversion Preference Shares may be sold and purchasers of Notes that are subsequently converted into Conversion Preference Shares may not be able to resell the Conversion Preference Shares. The price offered to the public for the Notes and the principal amount of Notes to be issued have been determined by negotiations among the Corporation and the Underwriters. The price paid for each Note may bear no relationship to the price at which the Conversion Preference Shares issuable on conversion of the Notes may trade subsequent to this offering. The Corporation cannot predict at what price the Conversion Preference Shares may trade and there can be no assurance that an active trading market will develop for the Conversion Preference Shares or, if developed, that such market will be sustained. The Corporation is under no obligation to list the Conversion Preference Shares on any stock exchange or other market.

The right of holders of Conversion Preference Shares to receive dividends is subject to the discretion of the Corporation's board of directors.

Holders of Conversion Preference Shares will not have a right to dividends on such shares unless declared by the Corporation's board of directors. The declaration of dividends is in the discretion of the board of directors even if the Corporation has sufficient funds, net of its liabilities, to pay such dividends. Provisions of various trust indentures and credit arrangements to which the Corporation is a party restrict the Corporation's ability to declare and pay dividends under certain circumstances and, if such restrictions apply, they may, in turn, have an impact on the Corporation's ability to declare and pay dividends on the Conversion Preference Shares. In addition, the Corporation may not declare or pay a dividend if there are reasonable grounds for believing that: (i) the Corporation is, or would after the payment be, unable to pay its liabilities as they become due, or (ii) the realizable value of the Corporation's assets would thereby be less than the aggregate of its liabilities and stated capital of its outstanding shares. Liabilities of the Corporation will include those arising in the course of its business, indebtedness, including inter-company debt, and amounts, if any, that are owing by the Corporation under guarantees in respect of which a demand for payment has been made.

Credit ratings applied to the Notes and the Conversion Preference Shares may affect the market price or value and the liquidity of the Conversion Preference Shares.

The credit ratings applied to the Notes and the Conversion Preference Shares issuable on conversion of the Notes are an assessment by Moody's, S&P, DBRS and Fitch of the Corporation's ability to pay its obligations. The credit ratings are based on certain assumptions about the future performance and capital structure of the Corporation that may or may not reflect the actual performance or capital structure of the Corporation. Changes in credit ratings of the Notes and the Conversion Preference Shares issuable on conversion of the Notes may affect the market price or value and the liquidity of the Conversion Preference Shares. There is no assurance that any credit rating assigned to the Notes or the Conversion Preference Shares will remain in effect for any given period of time or that any rating will not be lowered or withdrawn entirely by the relevant rating agency.

The Conversion Preference Shares will be treated as equity in the event of an insolvency or winding-up of the Corporation.

The Conversion Preference Shares are equity capital of the Corporation which rank equally with the Corporation's other preference shares, if any, in the event of an insolvency or winding-up of the Corporation. If the Corporation becomes insolvent or is wound up, the Corporation's assets must be used to pay debt and other liabilities before payments may be made on the Conversion Preference Shares and other preference shares, if any.

The Conversion Preference Shares do not have a fixed maturity date.

The Conversion Preference Shares do not have a fixed maturity date and are not redeemable at the option of the holders of Conversion Preference Shares. The ability of a holder to liquidate its holdings of Conversion Preference Shares may be limited.

The Corporation may choose to redeem the Conversion Preference Shares from time to time.

The Corporation may choose to redeem the Conversion Preference Shares from time to time, in accordance with its rights described under "*Description of Conversion Preference Shares - Redemption of Conversion Preference Shares.*" The amount payable upon redemption may be subject to withholding tax. In addition, if prevailing interest rates are lower at the time of redemption, a purchaser would not be able to reinvest the redemption proceeds in a comparable security at an effective yield as high as the yield on the Conversion Preference Shares being redeemed. The Corporation's redemption right also may adversely impact a purchaser's ability to sell Conversion Preference Shares.

Holders of Conversion Preference Shares will have limited voting rights.

Holders of Conversion Preference Shares will not be entitled to receive notice of or to attend or vote at meetings of the shareholders of the Corporation, except as required by law. See *"Description of Conversion Preference Shares - Voting Rights."*

LEGAL MATTERS

Certain legal matters relating to Canadian law in connection with the Notes offered hereby will be passed upon on behalf of the Corporation by McCarthy Tétrault LLP, and on behalf of the Underwriters by Dentons Canada LLP.

INTERESTS OF EXPERTS

As at the date of this Prospectus Supplement, the partners and associates of McCarthy Tétrault LLP, as a group, and the partners and associates of Dentons Canada LLP, as a group, beneficially own, directly or indirectly, less than 1% of any class of securities of the Corporation. In connection with the audit of the Corporation's consolidated annual financial statements for the year ended December 31, 2017, PricewaterhouseCoopers LLP confirmed that they are independent within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of Alberta.

AUDITORS, PAYING AGENT AND REGISTRAR

The Corporation's auditors are PricewaterhouseCoopers LLP, Calgary, Alberta.

The paying agent and registrar for the Notes is Computershare Trust Company of Canada at its principal offices in Calgary, Alberta, and Toronto, Ontario.

STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

CERTIFICATE OF THE UNDERWRITERS

Dated: April 9, 2018

To the best of our knowledge, information and belief, the short form prospectus together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada.

CIBC World Markets Inc.

By: (Signed) *"Sean Gilbert"*

Scotia Capital Inc.

By: (Signed) *"Greg Greer"*

TD Securities Inc.

By: (Signed) *"Andrew Becker"*

BMO Nesbit Burns

By: (Signed) *"Bob Nguyen"*

RBC Dominion Securities Inc.

By: (Signed) *"Curtis Dunford"*

HSBC Securities (Canada) Inc.

By: (Signed) *"David Loh"*

National Bank Financial Inc.

By: (Signed) *"Tushar Kittur"*

Desjardins Securities Inc.

By: (Signed) *"Francois Carrier"*

SCHEDULE "A"
DEFINITIONS

The Indenture contains, among others, definitions substantially to the following effect:

"***Consolidated Net Tangible Assets***" means all consolidated assets of the Corporation as shown on the most recent audited consolidated balance sheet of the Corporation, less the aggregate of the following amounts reflected upon such balance sheet:

(a) all goodwill, deferred assets, trademarks, copyrights and other similar intangible assets;

(b) to the extent not already deducted in computing such assets and without duplication, depreciation, depletion, amortization, reserves and any other account which reflects a decrease in the value of an asset or a periodic allocation of the cost of an asset; provided that no deduction shall be made under this (b) to the extent that such account reflects a decrease in value or periodic allocation of the cost of any asset referred to in (a) above;

(c) minority interests;

(d) non cash current assets; and

(e) Non Recourse Assets to the extent of the outstanding Non Recourse Debt financing such assets.

"***Financial Instrument Obligations***" means obligations arising under:

(a) any interest swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into or guaranteed by the Corporation where the subject matter of the same is interest rates or the price, value, or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt);

(b) any currency swap agreement, cross currency agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into or guaranteed by the Corporation where the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time; and

(c) any agreement for the making or taking of Petroleum Substances, any commodity swap agreement, floor, cap or collar agreement or commodity future or option or other similar agreements or arrangements, or any combination thereof, entered into or guaranteed by the Corporation where the subject matter of the same is Petroleum Substances or the price, value or amount payable thereunder is dependent or based upon the price of Petroleum Substances or fluctuations in the price of Petroleum Substances;

to the extent of the net amount due or accruing due by the Corporation thereunder (determined by marking to market the same in accordance with their terms).

"***Funded Obligations***" means all Indebtedness, including Purchase Money Obligations, created, assumed or guaranteed which matures by its terms on, or is renewable at the option of the obligor to, a date more than 18 months after the date of the original creation, assumption or guarantee thereof, except the Lakehead Liability, Non Recourse Debt and Subordinated Debt.

"***Generally Accepted Accounting Principles***" means generally accepted accounting principles which are in effect from time to time in Canada, including those accounting principles generally accepted in the United States of America from time to time, which Canadian corporations are permitted to use in Canada pursuant to Canadian law.

"***Indebtedness***" means all items of indebtedness in respect of any amounts borrowed and all Purchase Money Obligations which, in accordance with Generally Accepted Accounting Principles, would be recorded in the financial statements as at the date as of which Indebtedness is to be determined, and in any event including, without duplication:

(a) obligations secured by any Security Interest existing on property owned subject to such Security Interest, whether or not the obligations secured thereby shall have been assumed; and

(b) guarantees, indemnities, endorsements (other than endorsements for collection in the ordinary course of business) or other contingent liabilities in respect of obligations of another person for indebtedness of that other person in respect of any amounts borrowed by them.

"***Lakehead Liability***" means any liability of Lakehead Pipe Line Company, Inc.[1]:

(a) as general partner of Lakehead Pipe Line Company, Limited Partnership and as general partner of Lakehead Pipe Line Partners, L.P. (excluding any liability of Lakehead Pipe Line Partners, L.P. as general partner of Lakehead Services, Limited Partnership), provided that such liability is not required to be recorded in the financial statements of the Corporation in accordance with Generally Accepted Accounting Principles; and

(b) as general partner of Lakehead Pipe Line Partners, L.P. with respect to its liability as general partner of Lakehead Services, Limited Partnership and as limited partner of Lakehead Services, Limited Partnership, with respect to that portion of the total liabilities of Lakehead Services, Limited Partnership against which there is deposited as collateral with a collateral agent such corresponding amount in United States dollars of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or the Government of the United States.

"***Non Recourse Assets***" means the assets created, developed, constructed or acquired with or in respect of which Non Recourse Debt has been incurred and any and all receivables, inventory, equipment, chattel paper, intangibles and other rights or collateral arising from or connected with the assets created, developed, constructed or acquired and to which recourse of the lender of such Non Recourse Debt (or any agent, trustee, receiver or other person acting on behalf of such lender) in respect of such indebtedness is limited in all circumstances (other than in respect of false or misleading representations or warranties).

"***Non Recourse Debt***" means any Indebtedness incurred to finance the creation, development, construction or acquisition of assets and any increases in or extensions, renewals or refundings of any such Indebtedness, provided that the recourse of the lender thereof or any agent, trustee, receiver or other person acting on behalf of the lender in respect of such Indebtedness or any judgment in respect thereof is limited in all circumstances (other than in respect of false or misleading representations or warranties) to the assets created, developed, constructed or acquired in respect of which such Indebtedness has been incurred and to any receivables, inventory, equipment, chattel paper, intangibles and other rights or collateral connected with the assets created, developed, constructed or acquired and to which the lender has recourse.

"***Permitted Encumbrance***" means any of the following:

(a) any Security Interest existing as of the date of the first issuance by the Corporation of Debentures issued pursuant to the Indenture, or arising thereafter pursuant to contractual commitments entered into prior to such issuance;

(b) any Security Interest created, incurred or assumed to secure any Purchase Money Obligation;

(c) any Security Interest created, incurred or assumed to secure any Non Recourse Debt;

(d) any Security Interest in favour of any Subsidiary;

(e) any Security Interest on property of a corporation which Security Interest exists at the time such corporation is merged into, or amalgamated or consolidated with, the Corporation, or such property is otherwise acquired by the Corporation;

(f) any Security Interest securing any Indebtedness to any bank or banks or other lending institution or institutions incurred in the ordinary course of business and for the purpose of carrying on the same, repayable on demand or maturing within 18 months of the date when such Indebtedness is incurred or the date of any renewal or extension thereof;

(g) any Security Interest on or against cash or marketable debt securities pledged to secure Financial Instrument Obligations;

(h) any Security Interest in respect of:

[1] Lakehead Pipe Line Company, Inc., Lakehead Pipeline Company, Limited Partnership and Lakehead Pipeline Partners, L.P. are predecessors to Enbridge Energy Company, Inc., Enbridge Energy, Limited Partnership and Enbridge Energy Partners, L.P., respectively.

(i) liens for taxes and assessments not at the time overdue or any liens securing workmen's compensation assessments, unemployment insurance or other social security obligations; provided, however, that if any such liens, duties or assessments are then overdue the Corporation, shall be prosecuting an appeal or proceedings for review with respect to which it shall have secured a stay in the enforcement of any such obligations,

(ii) any liens for specified taxes and assessments which are overdue but the validity of which is being contested at the time by the Corporation in good faith,

(iii) any liens or rights of distress reserved in or exercisable under any lease for rent and for compliance with the terms of such lease,

(iv) any obligations or duties, affecting the property of the Corporation to any municipality or governmental, statutory or public authority, with respect to any franchise, grant, licence or permit and any defects in title to structures or other facilities arising solely from the fact that such structures or facilities are constructed or installed on lands held by the Corporation under government permits, leases or other grants, which obligations, duties and defects in the aggregate do not materially impair the use of such property, structures or facilities for the purpose for which they are held by the Corporation,

(v) any deposits or liens in connection with contracts, bids, tenders or expropriation proceedings, surety or appeal bonds, costs of litigation when required by law, public and statutory obligations, liens or claims incidental to current construction, builders', mechanics', labourers', materialmen's, warehousemen's, carriers' and other similar liens,

(vi) the right reserved to or vested in any municipality or governmental or other public authority by any statutory provision or by the terms of any lease, license, franchise, grant or permit, that affects any land, to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition to the continuance thereof,

(vii) any undetermined or inchoate liens and charges incidental to the current operations of the Corporation that have not at the time been filed against the Corporation; provided, however, that if any such lien or charge shall have been filed, the Corporation shall be prosecuting an appeal or proceedings for review with respect to which it shall have secured a stay in the enforcement of any such lien or charge,

(viii) any Security Interest the validity of which is being contested at the time by the Corporation in good faith or payment of which has been provided for by deposit with the Trustee of an amount in cash sufficient to pay the same in full,

(ix) any easements, rights of way and servitudes (including, without in any way limiting the generality of the foregoing, easements, rights of way and servitudes for railways, sewers, dykes, drains, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) that in the opinion of the Corporation will not in the aggregate materially and adversely impair the use or value of the land concerned for the purpose for which it is held by the Corporation,

(x) any security to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of the Corporation,

(xi) any liens and privileges arising out of judgments or awards with respect to which the Corporation shall be prosecuting an appeal or proceedings for review and with respect to which it shall have secured a stay of execution pending such appeal or proceedings for review, and

(xii) any other liens of a nature similar to the foregoing which do not in the opinion of the Corporation materially impair the use of the property subject thereto or the operation of the business of the Corporation, or the value of such property for the purpose of such business;

(i) any extension, renewal, alteration or replacement (or successive extensions, renewals, alterations or replacements), in whole or in part, of any Security Interest referred to in the foregoing clauses (a) through (h) inclusive, provided the extension, renewal, alteration or replacement of such Security Interest is limited to all or any part of the same property that secured the Security Interest extended, renewed, altered or replaced (plus improvements on such property) and the principal amount of the Indebtedness secured thereby is not increased; and

(j) any other Security Interest if the amount of Indebtedness secured pursuant to this clause (j) does not exceed 5% of Consolidated Net Tangible Assets.

"***Petroleum Substances***" means crude oil, crude bitumen, synthetic crude oil, petroleum, natural gas, natural gas liquids, related hydrocarbons and any and all other substances, whether liquid, solid or gaseous, whether hydrocarbons or not, produced or producible in association with any of the foregoing, including hydrogen sulphide and sulphur.

"***Purchase Money Obligation***" means any monetary obligation created or assumed as part of the purchase price of real or tangible personal property, whether or not secured, any extensions, renewals or refundings of any such obligation, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and further provided that any security given in respect of such obligation shall not extend to any property other than the property acquired in connection with which such obligation was created or assumed and fixed improvements, if any, erected or constructed thereon.

"***Security Interest***" means any security by way of an assignment, mortgage, charge, pledge, lien, encumbrance, title retention agreement or other security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, perfected or not.

"***Subordinated Debt***" means any Indebtedness which matures by its terms on, or is renewable at the option of the obligor to, a date more than 18 months after the date of the original creation or assumption thereof and which by its terms, operation of law or otherwise, provides that in the event of:

(a) any insolvency, bankruptcy, receivership, liquidation, compromise or other similar proceeding relating to the Corporation or its property; or

(b) any proceedings for the liquidation, dissolution or other winding up of the Corporation, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings; or

(c) any assignment by the Corporation for the benefit of the creditors; or

(d) any other marshalling of the assets of the Corporation for distribution to the creditors of the Corporation;

then and in any such event the principal of, premium, if any, and interest on, the Debentures is to be first paid in full before any payment or distribution, whether in cash or other property, shall be made on account of any such obligation; and in respect of which the Trustee has received an opinion of Counsel to the effect that such Indebtedness constitutes Subordinated Debt.

"***Subsidiary***" means any corporation of which shares carrying more than 50% of the voting rights attaching to all outstanding shares carrying voting rights at all times (provided that ownership of such shares confers the right to elect at least a majority of the directors of such corporation) are beneficially owned, directly or indirectly, by the Corporation or by the Corporation and any other Subsidiary or by any other Subsidiary.