

ROYAL BANK OF CANADA  
 Form FWP  
 August 23, 2018

This document amends and restates the preliminary terms supplement filed on August 21, 2018.

RBC Capital Markets® Filed Pursuant to Rule 433  
 Registration Statement No. 333-208507

The information in this preliminary terms supplement is not complete and may be changed.

Preliminary Terms  
 Supplement

Subject to Completion:  
 Dated August 23, 2018

Pricing Supplement \$ \_\_\_\_\_  
 Dated September \_\_\_\_, 2018 to the  
 Product Prospectus Linked to the STOXX® Europe 600  
 Supplement ERN-EI-1 Index, Due September 15, 2022  
 Dated January 12, 2016, Royal Bank of Canada  
 Prospectus Supplement  
 Dated January 8, 2016,  
 and Prospectus Dated  
 January 8, 2016

Royal Bank of Canada is offering the Buffered Enhanced Return Notes (the “Notes”) linked to the performance of the STOXX® Europe 600 Index (the “Reference Asset”).

The CUSIP number for the Notes is 78013XB56. The Notes do not pay interest. The Notes provide a [210 - 225%] (to be determined on the Trade Date) leveraged positive return if the level of the Reference Asset increases from the Initial Level to the Final Level. If the Final Level is less than the Initial Level by no more than 20%, investors will receive the principal amount. Investors will lose 1% of the principal amount of the Notes for each 1% decrease from the Initial Level to the Final Level of more than 20%. Any payments on the Notes are subject to our credit risk.

Issue Date: September 13, 2018  
 Maturity Date: September 15, 2022

The Notes will not be listed on any securities exchange.

Investing in the Notes involves a number of risks. See “Risk Factors” beginning on page S-1 of the prospectus supplement dated January 8, 2016, “Additional Risk Factors Specific to the Notes” beginning on page PS-4 of the product prospectus supplement dated January 12, 2016, and “Selected Risk Considerations” beginning on page P-6 of this terms supplement.

The Notes will not constitute deposits insured by the Canada Deposit Insurance Corporation, the U.S. Federal Deposit Insurance Corporation or any other Canadian or U.S. government agency or instrumentality.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined that this terms supplement is truthful or complete. Any representation to the contrary is a criminal offense.

	<u>Per Note</u>	<u>Total</u>
Price to public <sup>(1)</sup>	100.00%	\$
Underwriting discounts and commissions <sup>(1)</sup>	2.25%	\$
Proceeds to Royal Bank of Canada	97.75%	\$

<sup>(1)</sup> Certain dealers who purchase the Notes for sale to certain fee-based advisory accounts may forego some or all of their underwriting discount or selling concessions. The public offering price for investors purchasing the Notes in these accounts may be between \$977.50 and \$1,000 per \$1,000 in principal amount.

The initial estimated value of the Notes as of the date of this terms supplement is \$954.18 per \$1,000 in principal amount, which is less than the price to public. The final pricing supplement relating to the Notes will set forth our estimate of the initial value of the Notes as of the Pricing Date, which will not be less than \$934.18 per \$1,000 in principal amount. The actual value of the Notes at any time will reflect many factors, cannot be predicted with accuracy, and may be less than this amount. We describe our determination of the initial estimated value in more detail below.

If the Notes priced on the date of this terms supplement, RBC Capital Markets, LLC, which we refer to as RBCCM, acting as agent for Royal Bank of Canada, would receive a commission of approximately \$22.50 per \$1,000 in principal amount of the Notes and would use a portion of that commission to allow selling concessions to other dealers of up to approximately \$22.50 per \$1,000 in principal amount of the Notes. The other dealers may forgo, in their sole discretion, some or all of their selling concessions. See “Supplemental Plan of Distribution (Conflicts of Interest)” below.

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**SUMMARY**

The information in this “Summary” section is qualified by the more detailed information set forth in this terms supplement, the product prospectus supplement, the prospectus supplement, and the prospectus.

Issuer: Royal Bank of Canada (“Royal Bank”)  
 Issue: Senior Global Medium-Term Notes, Series G  
 Underwriter: RBC Capital Markets, LLC (“RBCCM”)  
 Reference Asset: STOXX® Europe 600 Index  
 Bloomberg Ticker: SXXP  
 Currency: U.S. Dollars  
 Minimum Investment: \$1,000 and minimum denominations of \$1,000 in excess thereof  
 Pricing Date: September 10, 2018  
 Issue Date: September 13, 2018  
 CUSIP: 78013XB56  
 Valuation Date: September 12, 2022

If, on the Valuation Date, the Percentage Change is positive, then the investor will receive an amount per \$1,000 principal amount per Note equal to:  
 Principal Amount + (Principal Amount x Percentage Change x Leverage Factor)  
 Payment at Maturity (if held to maturity): If, on the Valuation Date, the Percentage Change is less than or equal to 0%, but not by more than the Buffer Percentage (that is, the Percentage Change is between zero and -20.00%), then the investor will receive the principal amount only.  
 If, on the Valuation Date, the Percentage Change is negative, by more than the Buffer Percentage (that is, the Percentage Change is between -20.01% and -100%), then the investor will receive a cash payment equal to:  
 Principal Amount + [Principal Amount x (Percentage Change + Buffer Percentage)]

Percentage Change: The Percentage Change, expressed as a percentage, is calculated using the following formula:  
 Initial Level: The closing level of the Reference Asset on the Pricing Date.  
 Final Level: The closing level of the Reference Asset on the Valuation Date.  
 Leverage Factor: [210 - 225%] (to be determined on the Pricing Date)  
 Buffer Percentage: 20.00%  
 Buffer Level: 80.00% of the Initial Level

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Maturity Date:	September 15, 2022, subject to extension for market and other disruptions, as described in the product prospectus supplement dated January 12, 2016.
Principal at Risk:	The Notes are NOT principal protected. You may lose a substantial portion of your principal amount at maturity if the Final Level is less than the Buffer Level.
Calculation Agent:	RBCCM
U.S. Tax Treatment:	By purchasing a Note, each holder agrees (in the absence of a change in law, an administrative determination or a judicial ruling to the contrary) to treat the Notes as a pre-paid cash-settled derivative contract for U.S. federal income tax purposes. However, the U.S. federal income tax consequences of your investment in the Notes are uncertain and the Internal Revenue Service could assert that the Notes should be taxed in a manner that is different from that described in the preceding sentence. Please see the section below, “Supplemental Discussion of U.S. Federal Income Tax Consequences,” and the discussion (including the opinion of our counsel Morrison & Foerster LLP) in the product prospectus supplement dated January 12, 2016 under “Supplemental Discussion of U.S. Federal Income Tax Consequences,” which apply to the Notes.
Secondary Market:	RBCCM (or one of its affiliates), though not obligated to do so, may maintain a secondary market in the Notes after the Issue Date. The amount that you may receive upon sale of your Notes prior to maturity may be less than the principal amount of your Notes.
Listing:	The Notes will not be listed on any securities exchange.
Clearance and Settlement:	DTC global (including through its indirect participants Euroclear and Clearstream, Luxembourg as described under “Description of Debt Securities—Ownership and Book-Entry Issuance” in the prospectus dated January 8, 2016).
Terms Incorporated in the Master Note:	All of the terms appearing above the item captioned “Secondary Market” on pages P-2 and P-3 of this terms supplement and the terms appearing under the caption “General Terms of the Notes” in the product prospectus supplement dated January 12, 2016, as modified by this terms supplement. In addition to those terms, the following two sentences are also so incorporated into the master note: RBC confirms that it fully understands and is able to calculate the effective annual rate of interest applicable to the Notes based on the methodology for calculating per annum rates provided for in the Notes. RBC irrevocably agrees not to plead or assert Section 4 of the Interest Act (Canada), whether by way of defense or otherwise, in any proceeding relating to the Notes.

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#### ADDITIONAL TERMS OF YOUR NOTES

You should read this terms supplement together with the prospectus dated January 8, 2016, as supplemented by the prospectus supplement dated January 8, 2016 and the product prospectus supplement dated January 12, 2016, relating to our Senior Global Medium-Term Notes, Series G, of which these Notes are a part. Capitalized terms used but not defined in this terms supplement will have the meanings given to them in the product prospectus supplement. In the event of any conflict, this terms supplement will control. The Notes vary from the terms described in the product prospectus supplement in several important ways. You should read this terms supplement carefully.

This terms supplement, together with the documents listed below, contains the terms of the Notes and supersedes all prior or contemporaneous oral statements as well as any other written materials including preliminary or indicative pricing terms, correspondence, trade ideas, structures for implementation, sample structures, brochures or other educational materials of ours. You should carefully consider, among other things, the matters set forth in “Risk Factors” in the prospectus supplement dated January 8, 2016 and “Additional Risk Factors Specific to the Notes” in the product prospectus supplement dated January 12, 2016, as the Notes involve risks not associated with conventional debt securities. We urge you to consult your investment, legal, tax, accounting and other advisors before you invest in the Notes. You may access these documents on the Securities and Exchange Commission (the “SEC”) website at [www.sec.gov](http://www.sec.gov) as follows (or if that address has changed, by reviewing our filings for the relevant date on the SEC website):

Prospectus dated January 8, 2016:

<http://www.sec.gov/Archives/edgar/data/1000275/000121465916008810/j18160424b3.htm>

Prospectus Supplement dated January 8, 2016:

<http://www.sec.gov/Archives/edgar/data/1000275/000121465916008811/p14150424b3.htm>

Product Prospectus Supplement ERN-EI-1 dated January 12, 2016:

<https://www.sec.gov/Archives/edgar/data/1000275/000114036116047560/form424b5.htm>

Our Central Index Key, or CIK, on the SEC website is 1000275. As used in this terms supplement, “we,” “us,” or “our” refers to Royal Bank of Canada.

Royal Bank of Canada has filed a registration statement (including a product prospectus supplement, a prospectus supplement, and a prospectus) with the SEC for the offering to which this terms supplement relates. Before you invest, you should read those documents and the other documents relating to this offering that we have filed with the SEC for more complete information about us and this offering. You may obtain these documents without cost by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Alternatively, Royal Bank of Canada, any agent or any dealer participating in this offering will arrange to send you the product prospectus supplement, the prospectus supplement and the prospectus if you so request by calling toll-free at 1-877-688-2301.

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#### HYPOTHETICAL RETURNS

The examples set out below are included for illustration purposes only. The hypothetical Percentage Changes of the Reference Asset used to illustrate the calculation of the Payment at Maturity (rounded to two decimal places) are not estimates or forecasts of the Initial Level, the Final Level or the level of the Reference Asset on any trading day prior to the Maturity Date. All examples assume a Buffer Percentage of 20.00%, resulting in a Buffer Level of 80.00% of the Initial Level, a hypothetical Leverage Factor of 217.50% (the midpoint of the Leverage Factor range of [210 - 225%]) (to be determined on the Pricing Date), that a holder purchased Notes with an aggregate principal amount of \$1,000 and that no market disruption event occurs on the Valuation Date.

Example 1— Calculation of the Payment at Maturity where the Percentage Change is positive.

Percentage Change: 5%

Payment at Maturity:  $\$1,000 + (\$1,000 \times 5\% \times 217.50\%) = \$1,000 + \$108.75 = \$1,108.75$

On a \$1,000 investment, a 5% Percentage Change results in a Payment at Maturity of \$1,108.75, a 10.875% return on the Notes.

Example 2— Calculation of the Payment at Maturity where the Percentage Change is negative (but not by more than the Buffer Percentage).

Percentage Change: -8%

Payment at Maturity: At maturity, if the Percentage Change is negative BUT not by more than the Buffer Percentage, then the Payment at Maturity will equal the principal amount.

On a \$1,000 investment, a -8% Percentage Change results in a Payment at Maturity of \$1,000, a 0% return on the Notes.

Example 3— Calculation of the Payment at Maturity where the Percentage Change is negative (by more than the Buffer Percentage).

Percentage Change: -40%

Payment at Maturity:  $\$1,000 + [\$1,000 \times (-40\% + 20.00\%)] = \$1,000 - \$200.00 = \$800.00$

On a \$1,000 investment, a -40% Percentage Change results in a Payment at Maturity of \$800.00, a -20.00% return on the Notes.

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## SELECTED RISK CONSIDERATIONS

An investment in the Notes involves significant risks. Investing in the Notes is not equivalent to investing directly in the Reference Asset. These risks are explained in more detail in the section “Additional Risk Factors Specific to the Notes,” beginning on page PS-4 of the product prospectus supplement. In addition to the risks described in the prospectus supplement and the product prospectus supplement, you should consider the following:

**Principal at Risk –** Investors in the Notes could lose a substantial portion of their principal amount if there is a decline in the level of the Reference Asset. You will lose 1% of the principal amount of the Notes for each 1% that the Final Level is less than the Initial Level by more than 20%.

**The Notes Do Not Pay Interest and Your Return May Be Lower than the Return on a Conventional Debt Security of Comparable Maturity –** There will be no periodic interest payments on the Notes as there would be on a conventional fixed-rate or floating-rate debt security having the same maturity. The return that you will receive on the Notes, which could be negative, may be less than the return you could earn on other investments. Even if your return is positive, your return may be less than the return you would earn if you bought a conventional senior interest bearing debt security of Royal Bank.

**Payments on the Notes Are Subject to Our Credit Risk, and Changes in Our Credit Ratings Are Expected to Affect the Market Value of the Notes –** The Notes are Royal Bank’s senior unsecured debt securities. As a result, your receipt of the amount due on the maturity date is dependent upon Royal Bank’s ability to repay its obligations at that time. This will be the case even if the level of the Reference Asset increases after the Pricing Date. No assurance can be given as to what our financial condition will be at the maturity of the Notes.

**There May Not Be an Active Trading Market for the Notes—Sales in the Secondary Market May Result in Significant Losses –** There may be little or no secondary market for the Notes. The Notes will not be listed on any securities exchange. RBCCM and other affiliates of Royal Bank may make a market for the Notes; however, they are not required to do so. RBCCM or any other affiliate of Royal Bank may stop any market-making activities at any time. Even if a secondary market for the Notes develops, it may not provide significant liquidity or trade at prices advantageous to you. We expect that transaction costs in any secondary market would be high. As a result, the difference between bid and asked prices for your Notes in any secondary market could be substantial.

**You Will Not Have Any Rights to the Securities Included in the Reference Asset –** As a holder of the Notes, you will not have voting rights or rights to receive cash dividends or other distributions or other rights that holders of securities included in the Reference Asset would have. The Final Level will not reflect any dividends paid on the securities included in the Reference Asset.

**The Initial Estimated Value of the Notes Will Be Less than the Price to the Public –** The initial estimated value set forth on the cover page and that will be set forth in the final pricing supplement for the Notes does not represent a minimum price at which we, RBCCM or any of our affiliates would be willing to purchase the Notes in any secondary market (if any exists) at any time. If you attempt to sell the Notes prior to maturity, their market value may be lower than the price you paid for them and the initial estimated value. This is due to, among other things, changes in the level of the Reference Asset, the borrowing rate we pay to issue securities of this kind, and the inclusion in the price to the public of the underwriting discount and the estimated costs relating to our hedging of the Notes. These factors, together with various credit, market and economic factors over the term of the Notes, are expected to reduce the price at which you may be able to sell the Notes in any secondary market and will affect the value of the Notes in complex and unpredictable ways. Assuming no change in market conditions or any other relevant factors, the price, if any, at which you may be able to sell your Notes prior to maturity may be less than your original purchase price, as any such sale price would not be expected to include the underwriting discount and the hedging costs relating to the Notes. In addition to bid-ask spreads, the value of the Notes determined by RBCCM for any secondary market price

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is expected to be based on the secondary rate rather than the internal funding rate used to price the Notes and determine the initial estimated value. As a result, the secondary price will be less than if the internal funding rate was used. The Notes are not designed to be short-term trading instruments. Accordingly, you should be able and willing to hold your Notes to maturity.

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The Initial Estimated Value of the Notes on the Cover Page and that We Will Provide in the Final Pricing Supplement Are Estimates Only, Calculated as of the Time the Terms of the Notes Are Set – The initial estimated value of the Notes will be based on the value of our obligation to make the payments on the Notes, together with the mid-market value of the derivative embedded in the terms of the Notes. See “Structuring the Notes” below. Our estimates are based on a variety of assumptions, including our credit spreads, expectations as to dividends, interest rates and volatility, and the expected term of the Notes. These assumptions are based on certain forecasts about future events, which may prove to be incorrect. Other entities may value the Notes or similar securities at a price that is significantly different than we do.

The value of the Notes at any time after the Pricing Date will vary based on many factors, including changes in market conditions, and cannot be predicted with accuracy. As a result, the actual value you would receive if you sold the Notes in any secondary market, if any, should be expected to differ materially from the initial estimated value of your Notes.

An Investment in the Notes Is Subject to Risks Relating to Non-U.S. Securities Markets – Because foreign companies or foreign equity securities included in the Reference Asset are publicly traded in the applicable foreign countries and are denominated in non-U.S. currencies, an investment in the securities involves particular risks. For example, the non-U.S. securities markets may be more volatile than the U.S. securities markets, and market developments may affect these markets differently from the U.S. or other securities markets. Direct or indirect government intervention to stabilize the securities markets outside the U.S., as well as cross-shareholdings in certain companies, may affect trading prices and trading volumes in those markets. Also, the public availability of information concerning the foreign issuers may vary depending on their home jurisdiction and the reporting requirements imposed by their respective regulators. In addition, the foreign issuers may be subject to accounting, auditing and financial reporting standards and requirements that differ from those applicable to U.S. reporting companies.

Inconsistent Research – Royal Bank or its affiliates may issue research reports on securities that are, or may become, components of the Reference Asset. We may also publish research from time to time on financial markets and other matters that may influence the levels of the Reference Asset or the value of the Notes, or express opinions or provide recommendations that may be inconsistent with the purchasing or holding the Notes or with the investment view implicit in the Notes or the Reference Asset. You should make your own independent investigation of the merits of investing in the Notes and the Reference Asset.

Market Disruption Events and Adjustments – The payment at maturity and the Valuation Date are subject to adjustment as described in the product prospectus supplement. For a description of what constitutes a market disruption event as well as the consequences of that market disruption event, see “General Terms of the Notes—Market Disruption Events” in the product prospectus supplement.

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#### INFORMATION REGARDING THE REFERENCE ASSET

All disclosures contained in this terms supplement regarding the Reference Asset, including, without limitation, its make-up, method of calculation, and changes in its components, have been derived from publicly available sources. The information reflects the policies of, and is subject to change by, STOXX Limited, as the sponsor of the Reference Asset (“STOXX”). STOXX, which owns the copyright and all other rights to the Reference Asset, has no obligation to continue to publish, and may discontinue publication of, the Reference Asset. The consequences of STOXX discontinuing publication of the Reference Asset are discussed in the section of the product prospectus supplement entitled “General Terms of the Notes—Unavailability of the Level of the Reference Asset.” Neither we nor RBCCM accepts any responsibility for the calculation, maintenance or publication of the Reference Asset or any successor index.

The Reference Asset was created by STOXX Limited, a subsidiary of Deutsche Börse AG. Publication of the Reference Asset began in September 1998, based on an initial index level of 100 at December 31, 1991. Additional Information about the Reference Asset, including its calculation methodology, may be found on the STOXX Limited website: [www.stoxx.com](http://www.stoxx.com).

Information contained in that website is not incorporated by reference in, and should not be considered a part of, this document.

#### STOXX Europe Total Market Index (“TMI”)

The STOXX Europe TMI covers 95% of the free-float market cap of the relevant investable stock universe by region or country. The STOXX Global TMI serves as the basis for all regional and country TMI indices. All TMI indices offer exposure to global equity markets with the broadest diversification within the STOXX equity universe in terms of regions, currencies and sectors.

#### The STOXX Global 1800 Index

The STOXX Global 1800 derived benchmark indices are designed to provide a broad yet investable representation of the world's developed markets of Europe, North America and Asia/Pacific region stocks represented by the STOXX Europe 600 Index, the STOXX North America 600 Index and the STOXX Asia/Pacific 600 Index.

#### The Reference Asset

The Reference Asset is derived from the TMI and is a subset of the STOXX Global 1800 Index. The Reference Asset has a fixed number of components which represent the large, mid and small capitalization companies in terms of free-float market capitalization from across 17 countries of the European region: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom.

#### Composition and Maintenance

For each of the EURO STOXX regional supersector indices, the stocks are ranked in terms of free-float market capitalization. All current stocks in the Reference Asset are then added to the selection list. All of the stocks on the selection list are then ranked in terms of free-float market capitalization to produce the final index selection list. The largest 550 stocks on the selection list are selected; the remaining 50 stocks are selected from the largest remaining current stocks ranked between 551 and 750; if the number of stocks selected is still below 600, then the largest remaining stocks are selected until there are 600 stocks.

The Reference Asset components are subject to a capped maximum index weight of 20%, which is applied on a quarterly basis.

The composition of the Reference Asset is reviewed on a quarterly basis in March, June, September and December, and for each company, only the most liquid stock is considered, which are those stocks with at least one million euro measured over a 3-month average daily trading volume. Changes in the composition of the Reference Asset are made to ensure that the Reference Asset includes the 600 market sector leaders from within the Reference Asset.

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The Reference Asset components are monitored and in order to maintain the number of components, a deleted stock is replaced by the highest-ranked non-component on the selection list in the parent index. The selection list is updated on a monthly basis according to the review component selection process.

License Agreement

We have entered into a non-exclusive license agreement with STOXX providing for the license to us and certain of our affiliated or subsidiary companies, in exchange for a fee, of the right to use indices owned and published by STOXX (including the Reference Asset) in connection with certain securities, including the Notes offered hereby. The license agreement between us and STOXX requires that the following language be stated in this document: STOXX has no relationship to us, other than the licensing of the Reference Asset and the related trademarks for use in connection with the Notes. STOXX does not:

- sponsor, endorse, sell, or promote the Notes;
- recommend that any person invest in the Notes offered hereby or any other securities;
- have any responsibility or liability for or make any decisions about the timing, amount, or pricing of the Notes;
- have any responsibility or liability for the administration, management, or marketing of the Notes; or
- consider the needs of the Notes or the holders of the Notes in determining, composing, or calculating the Reference Asset, or have any obligation to do so.

STOXX will not have any liability in connection with the Notes. Specifically:

- STOXX does not make any warranty, express or implied, and disclaims any and all warranty concerning: the results to be obtained by the Notes, the holders of the Notes or any other person in connection with the use of the Reference Asset and the data included in the Reference Asset;
  - the accuracy or completeness of the Reference Asset and its data;
  - the merchantability and the fitness for a particular purpose or use of the Reference Asset and its data;
  - STOXX will have no liability for any errors, omissions, or interruptions in the Reference Asset or its data; and
- Under no circumstances will STOXX be liable for any lost profits or indirect, punitive, special, or consequential damages or losses, even if STOXX knows that they might occur.

The licensing agreement between us and STOXX is solely for their benefit and our benefit, and not for the benefit of the holders of the Notes or any other third parties.

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#### Historical Information

The graph below sets forth the information relating to the historical performance of the Reference Asset. In addition, below the graph is a table setting forth the intra-day high, intra-day low and period-end closing levels of the Reference Asset. The information provided in this table is for the period from 2008 to 2017, the first and second calendar quarters of 2018 and for the period from July 1, 2018 through August 17, 2018.

We obtained the information regarding the historical performance of the Reference Asset in the chart below from Bloomberg Financial Markets.

We have not independently verified the accuracy or completeness of the information obtained from Bloomberg Financial Markets. The historical performance of the Reference Asset should not be taken as an indication of its future performance, and no assurance can be given as to the Final Level of the Reference Asset. We cannot give you assurance that the performance of the Reference Asset will result in any positive return on your initial investment. STOXX® Europe 600 Index (“SXXP”)

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Period-Start Date	Period-End Date	High Intra-Day Level of the Reference Asset	Low Intra-Day Level of the Reference Asset
1/1/2008	3/31/2008	365.44	290.26
4/1/2008	6/30/2008	332.87	283.92
7/1/2008	9/30/2008	293.71	244.73
10/1/2008	12/31/2008	263.92	179.72
1/1/2009	3/31/2009	214.21	155.38
4/1/2009	6/30/2009	215.37	173.43
7/1/2009	9/30/2009	246.74	195.24
10/1/2009	12/31/2009	254.60	232.54
1/1/2010	3/31/2010	265.48	235.38
4/1/2010	6/30/2010	272.62	229.74
7/1/2010	9/30/2010	267.78	236.29
10/1/2010	12/31/2010	282.00	256.62
1/1/2011	3/31/2011	292.16	262.13
4/1/2011	6/30/2011	285.18	263.22
7/1/2011	9/30/2011	278.01	209.26
10/1/2011	12/31/2011	251.45	214.58
1/1/2012	3/30/2012	272.86	244.54
4/1/2012	6/30/2012	267.62	233.48
7/1/2012	9/30/2012	276.56	249.77
10/1/2012	12/31/2012	282.11	262.86
1/1/2013	3/31/2013	298.90	281.56
4/1/2013	6/30/2013	311.07	274.97
7/1/2013	9/30/2013	317.18	282.65
10/1/2013	12/31/2013	328.42	304.45
1/1/2014	3/31/2014	338.90	315.61
4/1/2014	6/30/2014	349.71	325.50
7/1/2014	9/30/2014	350.85	322.40
10/1/2014	12/31/2014	351.04	302.48
1/1/2015	3/31/2015	404.51	330.85
4/1/2015	6/30/2015	415.18	378.07
7/1/2015	9/30/2015	408.73	331.98
10/1/2015	12/31/2015	387.43	343.21

1/1/2016	3/31/2016	365.48	302.59	6
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**Interest:**

From the Closing Date to June 30, 2025, the Trust will pay interest on the Trust Notes Series 2015-A in equal semi-annual installments on June 30 and December 31 of each year. Notwithstanding the foregoing, assuming the Trust Notes Series 2015-A are outstanding on June 30, 2015, the first interest payment on the Trust Notes Series 2015-A on December 31, 2015 will be in the amount of U.S.\$1,000 per U.S.\$1,000 principal amount of Trust Notes Series 2015-A. Starting on September 30, 2025, the Trust will pay interest on the Trust Notes Series 2015-A on every March 31, June 30, September 30 and December 31 of each year during which the Trust Notes Series 2015-A are outstanding thereafter until June 30, 2075 (each such semi-annual or quarterly date, as applicable, a "Series 2015-A Interest Payment Date").

From the Closing Date to, but excluding, June 30, 2025, the interest rate on the Trust Notes Series 2015-A will be fixed at 3.00% per annum, payable in arrears. Starting on June 30, 2025, and on every March 31, June 30, September 30 and December 31 of each year during which the Trust Notes Series 2015-A are outstanding thereafter until June 30, 2075 (each such date, a "Series 2015-A Interest Reset Date"), the interest rate on the Trust Notes Series 2015-A will be reset as follows: (i) starting on June 30, 2025, on every Series 2015-A Interest Reset Date until June 30, 2045, the interest rate on the Trust Notes Series 2015-A will be reset at an interest rate per annum equal to the three month LIBOR plus 0.50%, payable in arrears, with the first payment at such rate being on September 30, 2025 and, (ii) starting on September 30, 2045, on every Series 2015-A Interest Reset Date, until June 30, 2075, the interest rate on the Trust Notes Series 2015-A will be reset on each Series 2015-A Interest Reset Date at an interest rate per annum equal to the three month LIBOR plus 0.50%, payable in arrears, with the first payment at such rate being on September 30, 2045.

The Trust Notes Series 2015-A will mature on June 30, 2075. Holders of the Trust Notes Series 2015-A may, in certain circumstances, be required to apply interest payable on the Trust Notes Series 2015-A to acquire TCPL Deferral Preference Shares. See "Deferral Right" below.

**TCPL Sub Notes:**

The TCPL Sub Notes will be dated as of the Closing Date and will mature on June 30, 2075. From the Closing Date to June 30, 2025, TCPL will pay interest on the TCPL Sub Notes in equal semi-annual installments on June 30 and December 31 of each year. Notwithstanding the foregoing, assuming the TCPL Sub Notes are outstanding on June 30, 2015, the first interest payment on the TCPL Sub Notes on December 31, 2015 will be in the amount of U.S.\$1,000 per U.S.\$1,000 principal amount of TCPL Sub Notes. Starting on September 30, 2025, TCPL will pay interest on the TCPL Sub Notes on every March 31, June 30, September 30 and December 31 of each year during which the TCPL Sub Notes are outstanding thereafter until June 30, 2075 (each such semi-annual or quarterly date, as applicable, a "TCPL Sub Note Interest Payment Date").



From the Closing Date to, but excluding, June 30, 2025, the interest rate on the TCPL Sub Notes will be fixed at \_\_\_\_\_ % per annum, payable in arrears. Starting on June 30, 2025, and on every March 31, June 30, September 30 and December 31 of each year thereafter during which the TCPL Sub Notes are outstanding there shall be an Interest Reset Date, until June 30, 2045 (each such date, a "TCPL Sub Notes Interest Reset Date"), the interest rate on the TCPL Sub Notes will be reset as follows: (i) starting on June 30, 2025, on every TCPL Sub Notes Interest Reset Date, until June 30, 2045 the interest rate on the TCPL Sub Notes will be reset at an interest rate per annum equal to the three month LIBOR plus \_\_\_\_\_ %, payable in arrears, with the first payment at such rate being on September 30, 2025; (ii) starting on June 30, 2045, on every TCPL Sub Notes Interest Reset Date, until June 30, 2075, the interest rate on the TCPL Sub Notes will be reset on each TCPL Sub Notes Interest Reset Date at an interest rate per annum equal to the three month LIBOR plus \_\_\_\_\_ %, payable in arrears, with the first payment at such rate being on September 30, 2045.

The TCPL Sub Notes are junior unsecured subordinated obligations of TCPL. The payment of principal and interest on the TCPL Sub Notes will be subordinated in right of payment to the payment of principal in full of all present and future TCPL Senior Indebtedness (as described in "Description of the TCPL Sub Notes" and "Description of TCPL Sub Notes"), and will be effectively subordinated to the payment of all present and future indebtedness and obligations of TCPL's subsidiaries. In addition to the TCPL Sub Notes, the Trust may acquire certain assets, the Trust Assets from time to time. The proceeds from the sale of the Trust Assets by TCPL, directly or indirectly, for Voting Trust Units of the Trust of U.S.\$5,001,000 pursuant to agreements between TCPL and the Trust (the "Subscription Agreements") will be used by the Trust to pay its expenses of the Offering. To the extent there is a shortfall, the Trust will borrow the necessary amount from the Credit Facility.

**Deferral Right:**

Pursuant to the Assignment and Set-Off Agreement, on each Series 2015-A Interest Payment Date in respect of which a Deferral Event has occurred (each a "Deferral Date") in respect of which the Trust Notes Series 2015-A, interest payable on Trust Notes Series 2015-A will be applied on behalf of holders of Trust Notes Series 2015-A to acquire TCPL Deferral Preferred Shares. A new series of TCPL Deferral Preferred Shares will be issued on each Deferral Date. The subscription amount for each TCPL Deferral Preferred Share will be an amount equal to U.S.\$1,000, and the number of TCPL Deferral Preferred Shares to be subscribed for on each Deferral Date (including fractional shares, if applicable) will be calculated by dividing the amount of interest payment on the Trust Notes Series 2015-A on the Deferral Date, by U.S.\$1,000. For greater certainty, when a Deferral Event has occurred in respect of a particular Series 2015-A Interest

Payment Date will be determined prior to the commencement of the Series 2015-A Interest Period ending on the day immediately preceding such Series 2015-A Interest Payment Date. A Deferral Event in respect of the Trust Notes Series 2015-A will occur in circumstances where: (i) TCPL has failed to declare dividends on all of the outstanding TCPL Preferred Shares consistent with TCPL's dividend practice in effect from the date of the commencement of the Series 2015-A Interest Period with respect to TCPL Preferred Shares (other than a failure to declare dividends on such shares during a Dividend Restricted Share Period) in each case in the last 90 days preceding the commencement of the Series 2015-A Interest Period ending on the day preceding the relevant Series 2015-A Interest Payment Date; or (ii) TCPL elects, at its sole option, prior to the commencement of the Series 2015-A Interest Period ending on the day preceding the relevant Series 2015-A Interest Payment Date, that holders of the Trust Notes Series 2015-A apply interest paid on such Trust Notes Series 2015-A on the relevant Series 2015-A Interest Payment Date to acquire TCPL Deferral Preferred Shares (an "Other Deferral Event"). There is no limit on the number of Deferral Events that may occur.

Upon a Deferral Event, TCPL reserves the right not to issue Deferral Preferred Shares to an Ineligible Person. In such circumstances, the Indenture Trustee will hold all TCPL Preferred Shares, which would otherwise be delivered to the Ineligible Persons, as agent for Ineligible Persons, and the Indenture Trustee will attempt to sell such TCPL Deferral Preferred Shares (other than TCPL and its affiliates) on behalf of the Ineligible Persons.

See "Description of the Trust Securities - Trust Notes Series 2015-A - Deferral Right".

**Dividend Stopper Undertaking:**

Pursuant to an Assignment and Set-Off Agreement among the Trust, TCPL, TransCanada Corporation ("TCC") and the Indenture Trustee (the "Assignment and Set-Off Agreement"), TCPL will covenant for the benefit of holders of the Trust Notes Series 2015-A that, in the event of a Deferral Event commencing on the relevant Deferral Date to, but excluding, the first day of the applicable Dividend Declaration Restricted Share Month: (i) neither TCC nor TCPL will declare dividends of any kind on any of the Dividend Restricted Shares, as applicable; and (ii) neither TCC, TCPL nor any subsidiary of TCC or TCPL will redeem any Dividend Restricted Shares (other than TCPL Deferral Preferred Shares) or make any payment to holders of any Dividend Restricted Shares in respect of dividends not declared or paid on such Dividend Restricted Shares, and neither TCC nor TCPL nor any subsidiary of TCC or TCPL may purchase or acquire any Dividend Restricted Shares. **It is in the interest of TCC and TCPL to ensure,**

to the extent within their control, that the Trust pays the holders of the Trust Notes Series 2015-A in cash on the Series 2015-A Interest Payment Date so as to avoid triggering a Dividend Stopper Undertaking. See "Description of the Securities Trust Notes Series 2015-A Dividend Stopper Undertaking" and "Risk Factors".

**TCPL Deferral Preferred Shares:**

The TCPL Deferral Preferred Shares will carry the right to receive fixed quarterly cumulative preferential cash dividends, if and when declared by the Board of Directors, subject to the provisions of the *Business Corporations Act*, at the Perpetual Preferred Share Interest Payment Date, subject to any applicable withholding tax. The TCPL Deferral Preferred Shares would rank *pari passu* with other outstanding preferred shares of TCPL, if any. See "Description of TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares".

**Automatic Exchange:**

The Trust Notes Series 2015-A, including accrued and unpaid interest thereon, will be exchanged automatically (the "Automatic Exchange"), without the consent of the holder thereof, for newly issued TCPL Exchange Preferred Shares upon the occurrence of: (i) the making by TCC or TCPL of an assignment for the benefit of its creditors or a proposal for a compromise or arrangement (or a notice of its intention to do so) under the Bankruptcy and Insolvency Act (Canada), (ii) any proceeding instituted against TCC or TCPL seeking to adjudicate it a bankrupt or insolvent or to liquidate, wind up, dissolve, reorganize, arrange, compromise, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization, or the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL over a substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent; or (iii) a receiver, interim receiver, trustee or other similar official appointed over TCC or TCPL or for any substantial part of its property and assets by a court of competent jurisdiction in any circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent; or (iv) any proceeding is instituted against TCC or TCPL seeking to adjudicate it a bankrupt or insolvent or to liquidate, wind up, dissolve, reorganize, arrange, compromise, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL or any substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent, and either such proceeding has not been stayed or dismissed within sixty (60) days of the institution of such proceeding or the actions sought in such proceeding, including the entry of an order for relief against TCC or TCPL.

or the appointment of a receiver, interim receiver, trustee or similar official for it or for any substantial part of its property or assets (each, a "Automatic Exchange Event"). The Automatic Exchange shall occur as of 8:00 a.m. (Eastern time) (the "Automatic Exchange Time") on the date that an Automatic Exchange Event occurs. Pursuant to a Share Exchange Agreement between the Trust and the Exchange Trustee (the "Share Exchange Agreement"), holders of the Trust Notes Series 2015-A will receive, and will be issued one TCPL Exchange Preferred Share for each dollar of principal amount of Trust Notes Series 2015-A together with the number of TCPL Exchange Preferred Shares (including fractional shares, if applicable) calculated by dividing the amount of accrued and unpaid interest, if any, on the Trust Notes Series 2015-A, excluding, the date the Automatic Exchange Event occurs, by U.S.\$1,000, which right will be immediately and automatically exercised. Following the Automatic Exchange, holders of the Trust Notes Series 2015-A immediately prior to the Automatic Exchange will cease to have any claim or entitlement to interest or principal against the Trust or any other rights as holders of the Trust Notes Series 2015-A, including under the subordinate debt structure, by TCPL. Holders of the Trust Notes Series 2015-A will be individually bound by the Automatic Exchange, acting through the Exchange Trustee, on the basis contemplated by the Share Exchange Agreement.

Upon an Automatic Exchange, TCPL reserves the right to deliver TCPL Exchange Preferred Shares to an Ineligible Person. In such circumstance, the Exchange Trustee will hold all TCPL Exchange Preferred Shares, which would otherwise be delivered to Ineligible Persons, as agent for Ineligible Persons and the Exchange Trustee will attempt to sell such TCPL Exchange Preferred Shares (to parties other than TCPL and its affiliates) on behalf of Ineligible Persons.

If, following the occurrence of an Automatic Exchange, Trust Notes Series 2015-A remain outstanding and are not redeemed by TCPL or an affiliate of TCPL, the Trust will redeem, for each U.S.\$1,000 principal amount of Trust Notes Series 2015-A, one TCPL Exchange Preferred Share owned for consideration consisting of one TCPL Exchange Preferred Share together with the number of TCPL Exchange Preferred Shares (including fractional shares, if applicable) calculated by dividing the amount of accrued and unpaid interest, if any, on such Trust Notes Series 2015-A to, but excluding, the date the Automatic Exchange Event occurs, by U.S.\$1,000.

**interests of TCPL to ensure that an Automatic Exchange Event does not occur, although the events that could give rise to an Automatic Exchange, namely the occurrence of an Automatic Exchange Event, may be beyond TCPL's control.** See "Description of the Trust Securities - Trust Securities - Trust Notes Series 2015-A - Automatic Exchange", "Description of the Trust Securities - Trust Securities - TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares" and "Risk Factors".

**TCPL Exchange Preferred Shares:**

The TCPL Exchange Preferred Shares will carry the right to receive fixed quarterly cumulative preferential cash dividends, if and when declared by the Board of Directors, subject to the provisions of the *Business Corporations Act*, at the Perpetual Preferred Shares, subject to any applicable withholding tax. The TCPL Exchange Preferred Shares would rank *pari passu* with other outstanding preferred shares of TCPL, if any. See "Description of the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares".

**Trust Redemption Right:**

On or after June 30, 2025, the Trust may, at its option, in the direction of TCPL, on giving not more than 60 nor less than 30 days' notice to the holders of the Trust Notes Series 2015-A, redeem the Trust Notes Series 2015-A, in whole or in part from time to time on any Series 2015-A Interest Payment Date. The redemption price per U.S.\$1,000 principal amount of the Trust Notes Series 2015-A redeemed on any Series 2015-A Interest Payment Date will be par, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. The redemption price payable by the Trust will be paid from the redemption proceeds it receives from TCPL upon redemption of the Trust Notes Series 2015-A that are redeemed shall be cancelled and shall not be reissued. See "Description of the Trust Securities Trust Notes Series 2015-A Trust Redemption".

**Redemption on Tax or Rating Event:**

Upon the occurrence of, or any time following the occurrence of, a Rating Event or a Tax Event, the Trust may, at its option, redeem (but not less than all) of the Trust Notes Series 2015-A at a redemption price per U.S.\$1,000 principal amount of the Trust Notes Series 2015-A equal to par (in the case of a Tax Event) or par plus \$20 (in the case of a Rating Event), together with accrued and unpaid interest to but excluding the date fixed for redemption. See "Description of the Trust Securities Trust Notes Series 2015-A Redemption on Rating Event or Tax Event".

**Purchase for Cancellation:**

The Trust Notes Series 2015-A may be purchased, in whole or in part, by the Trust, at the direction of TCPL, in the open market or by tender or private contract. Trust Notes Series 2015-A purchased by the Trust shall be cancelled and shall not be reissued. The purchase price payable by the Trust will be paid in cash. See "Description of the Trust Securities Trust Notes Series 2015-A Purchase for Cancellation".

**Guarantee by TCPL:**

TCPL will guarantee, on a subordinated basis, the due and prompt payment of the principal amount of and interest on (including accrued interest on the amount in default) the Trust Notes Series 2015-A and performance by the Trust of all the Trust's obligations to the holders of the Trust Notes Series 2015-A pursuant to the Trust Exchange Agreement and the Assignment and Set-Off Agreement. See "Description of the Trust Securities Trust Notes Series 2015-A Guarantee by TCPL".

**Additional TCPL  
Covenants:**

The payment of principal and interest under TCPL's guaranteed by the Trust Notes Series 2015-A will be subordinated in payment to the prior payment in full of all present and future obligations of the Guarantor Senior Indebtedness (as described in "Description of Trust Securities Trust Notes Series 2015-A Guarantor Senior Indebtedness") and will be effectively subordinated to all indebtedness and obligations of TCPL's subsidiaries.

In addition to the Dividend Stopper Undertaking, TCPL has entered into a covenant for the benefit of the holders of the Trust Notes Series 2015-A, pursuant to the Share Exchange Agreement or the Assignment and Set-Off Agreement, as the case may be:

(i) all of the outstanding Voting Trust Units will be held by the Guarantor, directly or indirectly, by TCPL;

(ii) as long as any Trust Notes Series 2015-A are outstanding, TCPL will not take any action to cause the termination of the Trust Notes Series 2015-A held by any person other than TCPL or an affiliate of TCPL;

(iii) TCPL will not create or issue any TCPL Preferred Shares, which, in the event of insolvency or winding-up of TCPL, will rank in right of payment in priority to the TCPL Exchange Preferred Shares or the TCPL Deferral Preferred Shares;

(iv) TCPL will not assign or otherwise transfer its obligations under the Share Exchange Agreement or the Assignment and Set-Off Agreement, except in the case of a merger, consolidation, amalgamation or reorganization or a sale of substantially all the assets of TCPL;

(v) if the Trust Notes Series 2015-A have not been issued, TCPL will not, without the approval of the holders of the Trust Notes Series 2015-A, amend, delete or vary any terms attaching to the TCPL Exchange Preferred Shares, other than amendments, deletions or variations which do not materially impact future holders of TCPL Exchange Preferred Shares, and amendments that relate to the preferred shares of TCPL;

(vi) prior to the issuance of any TCPL Deferral Preferred Shares, in respect of a Deferral Event, TCPL will not, without the approval of the holders of the Trust Notes Series 2015-A, amend, delete or vary any terms attaching to the TCPL Deferral Preferred Shares, other than amendments, deletions or variations which do not materially impact future holders of TCPL Deferral Preferred Shares, and amendments that relate to the preferred shares of TCPL.

**Subordination and Events  
of Default:**

The Trust Notes Series 2015-A will be unsecured obligations of the Trust. The payment of principal and interest on the Trust Notes Series 2015-A will be subordinated in right of payment to the prior payment in full of all present and future Issuer Indebtedness (as described in "Description of the Trust Securities Trust Notes Series 2015-A Subordination") and will be effectively subordinated to all indebtedness and obligations of the Trust and its subsidiaries of the Trust.

An event of default in respect of the Trust Notes Series 2015-A will occur if the Trust becomes insolvent or bankrupt or, subject to certain exceptions, resolves to wind up or liquidate or is wound up or liquidated or is otherwise dissolved by operation of law.

The subordination provisions and the event of default provisions for the Trust Notes Series 2015-A as described herein are intended to be relevant to the holders of the Trust Notes Series 2015-A in their capacity as creditors of the Trust since, upon the occurrence of an Automatic Exchange Event, the Automatic Exchange Event for the Trust Notes Series 2015-A will result in the Trust Notes Series 2015-A being exchanged for the right to receive TCPL Exchange Preferred Shares effective as of the Exchange Time, which right will be immediately and automatically exercisable. See "Description of the Trust Securities Trust Notes Series 2015-A Automatic Exchange" and "Rights of Holders of Trust Notes Series 2015-A". If an event of default has occurred and is continuing, and the Trust Notes Series 2015-A have not already been automatically exchanged for the right to be issued TCPL Exchange Preferred Shares, the Indenture Trustee may, in its discretion and at the request of holders of not less than one-quarter of the amount of Trust Notes Series 2015-A then outstanding under the Trust Indenture, declare the principal of and interest on the outstanding Trust Notes Series 2015-A to be immediately payable. There will be no right of acceleration in the case of a default in the performance of any covenant of the Trust Notes under the Trust Indenture, although a legal action could be brought to enforce such covenant.

**Payment of Additional Amounts**

All payments made by or on account of any obligation of TCPL under or with respect to the Trust Notes Series 2015-A shall be made on account of any obligation of TCPL under or with respect to the guarantee of the Trust Notes Series 2015-A, shall be made without withholding or deduction for Canadian Taxes, unless required by law or the interpretation or administration thereof, in which case the Trust or TCPL shall pay such additional amounts as may be necessary so that the net amount received by holders of the Trust Notes Series 2015-A (other than certain excluded holders) shall be less than the amount such holders would have received had Canadian Taxes had not been withheld or deducted, subject to certain exceptions. See "Description of the Trust Securities" under "Trust Notes Series 2015-A Payment of Additional Amounts".

**Conflicts of Interest**

TCPL may have outstanding short term indebtedness owed to certain of the Underwriters and affiliates of such Underwriters, a portion of which TCPL may repay with the net proceeds from the sale of the TCPL Sub Notes. See "Use of Proceeds". As a result, one or more of such Underwriters or their affiliates may receive more than 5% of the net proceeds from the offering of the Trust Notes Series 2015-A in the form of the repayment of such indebtedness. Accordingly, the offering of the Trust Notes Series 2015-A is being made pursuant to Rule 501(c)(1) of the Financial Industry Regulatory Authority, Inc. Pursuant to the appointment of a qualified independent underwriter, it is necessary in connection with this offering, because the conditions of Rule 5121(a)(1)(C) are satisfied.

**Book-Entry Only Form:**

The Trust Notes Series 2015-A will be issued under the book-entry only system operated by The Depository Trust Company and its nominees (the "Clearing Agency") and must be purchased and transferred through participants (collectively, "Participants") using the depository service of the Clearing Agency. Participants include securities brokers and dealers, banks and trust companies. Accordingly, physical certificates representing the Trust Notes Series 2015-A will not be available except in the circumstances described under "Description of the Trust Securities" under "Trust Notes Series 2015-A Book-Entry".

**Voting Trust Units:**

On or prior to the closing of the Offering, TCPL will issue Voting Trust Units. See "Description of the Trust Securities" under "Voting Trust Units".



### THE TRUST

The Trust is a unit trust established under the laws of Ontario by the Trustee pursuant to the of Trust. The Trust has been formed for the purpose of issuing debt securities, including the Trust Notes Series 2015-A and to acquire and hold the Trust Assets that will generate funds for payment of principal, interest, the redemption price and the amount payable on purchase for cancellation, if any, and other amounts, in respect of its debt securities, including the Trust Notes Series 2015-A. Immediately upon the issuance by the Trust of the Trust Notes Series 2015-A pursuant to the Offering, the Trust will acquire TCPL for the Voting Trust Units and the purchase by the Trust of the TCPL Sub Notes, the Trust will have approximately U.S.\$ [redacted] in Trust Assets, U.S.\$ [redacted] of capital attributable to the Trust Notes Series 2015-A and U.S.\$5,001,000 of capital attributable to the Voting Trust Units.

### RISK FACTORS

The purchase of Trust Notes Series 2015-A is subject to certain risks including the following: (i) investment in Trust Notes Series 2015-A could be replaced, in certain circumstances without the consent of the holder, by an investment in TCPL Exchange Preferred Shares and holders may in certain circumstances be required to apply interest payable on the Trust Notes Series 2015-A to acquire TCPL Deferred Shares; (ii) there can be no assurance that an active trading market in the Trust Notes Series 2015-A will develop or be sustained or that the Trust Notes Series 2015-A may be resold at or above the initial offering price; and (iii) the Trust Indenture does not contain any provision limiting the ability of the Trust to incur indebtedness generally. See "Risk Factors".

## GLOSSARY

*In this prospectus, unless the context otherwise requires:*

**2014 MD&A** means TCPL's management's discussion and analysis of financial condition and operations as at and for the year ended December 31, 2014.

**Administration Agreement** means the agreement between the Trust and TCPL pursuant to which TCPL, or any successor thereto, will serve as Administrative Agent to the Trust.

**Administrative Agent** means TCPL, or any successor thereto, in its capacity as administrative agent to the Trust pursuant to the Administration Agreement.

**Annual Information Form** means the annual information form of TCPL for the year ended December 31, 2014 dated March 16, 2015.

**Assignment and Set-Off Agreement** means the agreement to be entered into among the Trust, TCPL and the Indenture Trustee, as bare trustee and nominee on behalf of the holders of the Trust Notes Series 2015-A, pursuant to which, among other things, the Deferral Event Subscription Agreement is amended.

**Automatic Exchange** means the automatic exchange of the Trust Notes Series 2015-A for newly issued TCPL Exchange Preferred Shares upon the occurrence of an Automatic Exchange Event.

**Automatic Exchange Event** means an event giving rise to the Automatic Exchange, being the occurrence of any one of the following: (i) the making by TCC or TCPL 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); (ii) any proceeding instituted by TCC or TCPL seeking to adjudicate TCC or TCPL bankrupt or insolvent or seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL or any substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent; (iii) a receiver, interim receiver, trustee or other similar official is appointed over TCC or TCPL or for any substantial part of its property and assets by a court of competent jurisdiction in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent; or (iv) any proceeding is instituted against TCC or TCPL seeking to adjudicate TCC or TCPL bankrupt or insolvent or seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL or any substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent, and either such proceeding has not been stayed or dismissed within sixty (60) days of the institution of any such proceeding or the stay or dismissal sought in such proceedings occur (including the entry of an order for relief against TCC or TCPL 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).

**Board of Directors** means the board of directors of TCPL.

**Business Day** means a day on which TCPL, the Trustee and the Indenture Trustee are open for business in the City of Calgary, Alberta, other than a Saturday, Sunday or any statutory or civic holiday in the City of Toronto, Ontario, the City of Calgary, Alberta and the City of New York, New York.

**Clearing Agency** means the Depository Trust Company.

**Clearing Agency Procedures** mean the customary practices and procedures of the Clearing Agency.



**Code** means the Internal Revenue Code of 1986, as amended.

**Closing Date** means the date of closing of the Offering which date is expected to be on or about \_\_\_\_\_, 2015, or such other date not later than \_\_\_\_\_, 2015 as the Trust, T Underwriters may agree.

**CRA** means Canada Revenue Agency.

**Credit Facility** means the unsecured credit facility to be provided by TCPL to the Trust.

**Declaration of Trust** means the declaration of trust made by the Trustee dated September \_\_\_\_\_ establish the Trust, as amended and restated from time to time.

**Deferral Date** means a Series 2015-A Interest Payment Date in respect of which a Deferral occurred and is continuing.

**Deferral Event** in respect of the Series 2015-A Interest Payment Date means either a Missed Deferral Event or an Other Deferral Event.

**Deferral Event Subscription** means the right and obligation of TCPL to issue TCPL Deferral Preferred Shares, and the corresponding right and obligation of holders of the Trust Notes Series 2015-A pursuant to the Assignment and Set-Off Agreement, to subscribe for TCPL Deferral Preferred Shares in each case, using interest paid on the Trust Notes Series 2015-A or the right to receive a payment on the Trust Notes Series 2015-A upon the occurrence of a Deferral Event.

**Deferral Event Subscription Proceeds** means the subscription proceeds payable by a holder of Trust Notes Series 2015-A to TCPL in connection with a Deferral Event Subscription.

**Deferral Event Subscription Proceeds Assignment** means the assignment of all right, title and interest to the Deferral Event Subscription Proceeds as described in "Description of the Trust Securities Trust Notes Series 2015-A Deferral Right".

**Dividend Declaration Resumption Month** means the month following the first day on which TCPL Deferral Preferred Shares have been issued, no TCPL Deferral Preferred Shares are outstanding, being the month in which TCPL and TCC may resume declaring dividends on the TCPL Dividend Restricted Shares and TCC Dividend Restricted Shares, respectively.

**Dividend Restricted Period** means the period from and including a Deferral Date to, but excluding the first day of the applicable Dividend Declaration Resumption Month.

**Dividend Restricted Shares** means, collectively, any TCC Preferred Shares or, if no TCC Preferred Shares are then outstanding, the Common Shares of TCC and any TCPL Preferred Shares or, if no Preferred Shares are then outstanding, the Common Shares of TCPL, being the shares that are subject to the Dividend Stopper Undertaking.

**Dividend Stopper Undertaking** means the covenant of TCC and TCPL set out in the Assignment and Set-Off Agreement, for the benefit of the holders of the Trust Notes Series 2015-A, to refrain from declaring dividends of any kind on the Dividend Restricted Shares during the Dividend Restricted Period.

**Exchange Time** means the time at which the Automatic Exchange will be effective, being 11:00 a.m. (Eastern Time) on the date that an Automatic Exchange Event occurs.

**Exchange Trustee** means CST Trust Company which acts as trustee for the holders of the Trust Notes Series 2015-A, pursuant to the Share Exchange Agreement or such other successor trust agreement appointed from time to time pursuant to the Share Exchange Agreement.

**Extraordinary Resolution** means (i) the written consent of holders of not less than a majority of the aggregate principal amount of the Trust Notes Series 2015-A; or (ii) an extraordinary resolution passed at a meeting of holders of the Trust Notes Series 2015-A where holders of not less than a majority of the aggregate principal amount of the Trust Notes Series 2015-A are represented in person or by proxy and a lesser amount of holders if such meeting has been dissolved and reconvened due to failure to achieve a quorum in the manner specified in the Trust Indenture) and passed by the favourable votes of holders of Trust Notes Series 2015-A representing not less than 66 2/3% of the aggregate principal amount of the Trust Notes Series 2015-A represented at the meeting.

**Guarantor Senior Indebtedness** means obligations (other than non-recourse obligations, trust indenture obligations under the guarantee of the Trust Notes Series 2015-A or any other obligations specifically designated as being subordinate in right of payment to Guarantor Senior Indebtedness) of, or guaranteed or assumed by, TCPL for borrowed money or evidenced by bonds, debentures or notes or obligations of TCPL 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 forgoing) or other similar instruments, and amendments, renewals, extensions, modifications and refundings of any such instruments or obligation.

**Indenture Trustee** means CST Trust Company, acting as trustee for the holders of the Trust Notes Series 2015-A pursuant to the Trust Indenture or such other successor trustee as may be designated from time to time pursuant to the Trust Indenture.

**Ineligible Person** means any person whose address is in, or whom the Trust or TCPL or its agent has reason to believe is a resident of, any jurisdiction outside of Canada and the U.S. to the extent that (i) the issuance or delivery by TCPL or the Trust to such person, upon an Automatic Exchange of Information Event, of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, as applicable, would require TCPL or the Trust 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 TCPL Exchange Preferred Shares upon an Automatic Exchange.

**Initial Trust Assets** means the TCPL Sub Notes to be acquired by the Trust on the Closing Date pursuant to the TCPL Sub Note Purchase Agreement.

**Interim MD&A** means TCPL's management's discussion and analysis of the financial condition and results of operations as at and for the three month period ended March 31, 2015 and 2014.

**Issuer Senior Indebtedness** means obligations (other than non-recourse obligations, trust indenture obligations under the Trust Indenture or any other obligations specifically designated as being subordinate in right of payment to Issuer Senior Indebtedness) of, or guaranteed or assumed by, the Trust for borrowed money or evidenced by bonds, debentures or notes or obligations of the Trust 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 forgoing) or other similar instruments, and amendments, renewals, extensions, modifications and refundings of any such indebtedness or obligation.

**LIBOR** means, for any Series 2015-A Interest Period, the rate for U.S. dollar borrowings as published on page LIBOR01 of the Reuters Service (or on any successor or substitute page of such Service, or on any successor to or substitute for such Service providing rate quotations comparable to those currently published on such page of such Service, as determined by the Trust from time to time for purposes of providing rate quotations of interest rates applicable to U.S. dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Series 2015-A Interest Period, as the rate for U.S. Dollar deposits with a maturity comparable to the maturity of the Series 2015-A Interest Period. In the event that such rate is not available at such time for any reason, the "LIBOR" for such Series 2015-A Interest Period shall be the rate at which U.S. dollar

deposits of U.S.\$5,000,000 and for a maturity comparable to such Series 2015-A Interest Period by the principal London office of an agent selected by the Trust in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Series 2015-A Interest Period.

**MD&A** means the Interim MD&A together with the 2014 MD&A.

**Missed Dividend Deferral Event** means the failure of TCPL, other than during a Dividend Deferral Period, to declare cash dividends on TCPL Preferred Shares, if any, consistent with TCPL's dividend payment practice in effect from time to time with respect to TCPL Preferred Shares, in each case in the last Business Day preceding the commencement of the Series 2015-A Interest Period ending on the day preceding the Series 2015-A Interest Payment Date.

**Moody's** means Moody's Investors Service, Inc.

**Non-Resident Holder** means a holder of Trust Notes Series 2015-A who acquires Trust Notes Series 2015-A under the Offering and who, for purposes of the Tax Act and at all relevant times, is not, and is not deemed to be, resident in Canada, deals at arm's length with and is not affiliated with the Trust or any of their respective affiliates and holds Trust Notes Series 2015-A, any TCPL Exchange Preferred Shares and any TCPL Deferral Preferred Shares as capital property.

**Offering** means the offering of Trust Notes Series 2015-A by the Trust pursuant to this prospectus and the U.S. registration statement on Form F-10 filed with the SEC of which this prospectus forms a part.

**Other Deferral Event** means the election by TCPL, at its sole option, prior to the commencement of the Series 2015-A Interest Period ending on the day preceding the relevant Series 2015-A Interest Payment Date, that the holders of the Trust Notes Series 2015-A apply interest paid on the Trust Notes Series 2015-A on the relevant Series 2015-A Interest Payment Date to acquire TCPL Deferral Preferred Shares.

**Participants** means the participants in the depository service of the Clearing Agency.

**Perpetual Preferred Share Rate** means the interest rate per annum applicable to the Trust Notes Series 2015-A, from time to time: (i) in the case of TCPL Exchange Preferred Shares, at the Exchange Time; or (ii) in the case of TCPL Deferral Preferred Shares, on the date of issuance of the Series 2015-A Interest Period of TCPL Deferral Preferred Shares.

**Rating Event** means that the Trust or TCPL has received confirmation from S&P or Moody's that (i) any amendment to, clarification of, or change in hybrid capital methodology or a change in interpretation thereof, in each case occurring or becoming effective after the date of issue of the Trust Notes Series 2015-A; or (ii) the application of a different hybrid capital methodology or set of criteria by S&P or Moody's after the date of issue of the Trust Notes Series 2015-A (due to changes in the methodology previously assigned to the Trust and/or TCPL or for any other reasons), the Trust Notes Series 2015-A no longer be eligible for the same or a higher amount of "equity credit" (or such other nomenclature used by S&P or Moody's may then use to describe "equity credit") attributed to the Trust Notes Series 2015-A on the date of issue of the Trust Notes Series 2015-A.

**S&P** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies.

**SEC** means the United States Securities and Exchange Commission.

**Securities Act** means the United States Securities Act of 1933, as amended.

**Series 2015-A Interest Payment Date** means, prior to and including June 30, 2025, June 30, December 31, and after June 30, 2025, March 31, June 30, September 30 and December 31, of each year during which any Trust Notes Series 2015-A are outstanding.

**Series 2015-A Interest Period** means, initially, the period from and including the Closing Date, excluding, December 31, 2015 and thereafter from and including each Series 2015-A Interest Payment Date, to, but excluding, the next following Series 2015-A Interest Payment Date.

**Series 2015-A Interest Reset Date** means June 30, 2025 and every September 30, December 31, and June 30 thereafter until June 30, 2075 on which dates the interest rate on the Trust Notes Series 2015-A will be reset.

**Share Exchange Agreement** means the share exchange agreement to be entered into on the Closing Date among the Trust, TCPL and the Exchange Trustee providing for, among other things, the rights and obligations of the Trust, TCPL and the holders of the Trust Notes Series 2015-A with respect to the automatic exchange of Trust Notes Series 2015-A for rights to be issued TCPL Exchange Preferred Shares upon an Automatic Exchange.

**Subscription Agreements** means the agreement entered into on December 15, 2014 and thereafter to be entered into on or before the Closing Date between TCPL and the Trust pursuant to which the Trust directly or indirectly has subscribed and will subscribe for Voting Trust Units.

**Subscription Right** means the right granted by TCPL to the Trust pursuant to the Share Exchange Agreement to subscribe for TCPL Exchange Preferred Shares for the sole benefit of the holders of the Trust Notes Series 2015-A so as to enable the Trust to redeem the Trust Notes Series 2015-A, if any, outstanding and that are not owned by TCPL or an affiliate of TCPL following an Automatic Exchange Event for TCPL Exchange Preferred Shares.

**Tax Act** means the *Income Tax Act* (Canada).

**Tax Event** means the Trust, TCC or TCPL has received an opinion of independent counsel from a nationally recognized law firm in Canada or the U.S. experienced in such matters (who may be counsel to the Trust, TCC or TCPL) to the effect that, as a result of, (i) any amendment to, clarification of, or change in, (including any announced prospective change) in, the laws, or any regulations thereunder, or any interpretation thereof, of Canada or the U.S. or any political subdivision or taxing authority thereof, therein, affecting taxation; (ii) any judicial decision, administrative pronouncement, published or unpublished ruling, regulatory procedure, rule, notice, announcement, assessment or reassessment (including any announcement 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 an administrative action that differs from the theretofore generally accepted position, in each of cases (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 or 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 Trust Notes Series 2015-A, there is more than an insubstantial risk (assessing the proposed or announced amendment, clarification, change, interpretation, pronouncement or administrative action is effective and applicable) that (A) the Trust, TCC or TCPL is, or may be, subject to more than a *de minimus* amount of additional taxes, duties or other governmental charges or civil liabilities because of the treatment of any of its items of income, taxable income, expense, taxable capital or taxable paid-up value with respect to the Trust Notes Series 2015-A (including the treatment by the Trust, TCC or TCPL of its interest on the TCPL Sub Notes or the Trust Notes Series 2015-A) or the treatment of the TCPL Exchange Preferred Shares or other property of the Trust, as or as would be reflected in any tax return or form filed, to be filed, or otherwise could have been filed, will not be respected by a taxing authority, (B) the Trust is, or will be, subject to more than a *de minimus* amount of taxes, duties or other governmental charges or civil liabilities, or (C) any payment of interest, consideration or otherwise in respect of the

TCPL Sub Notes or Trust Notes Series 2015-A gives rise to more than *de minimus* amount of tax for the Trust, TCC or TCPL and/ or that results in the requirement to pay more than a *de minimus* amount of Additional Amounts (as defined herein).

**Tax Proposals** means all specific proposals to amend the Tax Act and the regulations thereunder that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of this prospectus.

**TCC** means TransCanada Corporation, a corporation existing under the *Canada Business Corporations Act*.

**TCC Common Shares** means the common shares of TCC.

**TCC Preferred Shares** means any preferred shares of TCC.

**TCPL, we, us, our** or the **Corporation** means TransCanada PipeLines Limited, a corporation existing under the *Canada Business Corporations Act*.

**TCPL Common Shares** means the common shares of TCPL.

**TCPL Deferral Preferred Shares** means each series of first preferred shares of TCPL, as authorized by the Board of Directors, to be issued to holders of the Trust Notes Series 2015-A in respect of a Deferral Event.

**TCPL Exchange and Deferral Preferred Shares** means, collectively, the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares.

**TCPL Exchange Preferred Shares** means the applicable series of first preferred shares of TCPL, as authorized by the Board of Directors, to be issued by TCPL following an Automatic Exchange u Share Exchange Agreement.

**TCPL Preferred Shares** means the preferred shares of TCPL (including the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares).

**TCPL Senior Indebtedness** means obligations (other than non-recourse obligations, the Trust Notes or any other obligations specifically designated as being subordinate in right of payment to Senior Indebtedness) of, or guaranteed or assumed by, TCPL for borrowed money or evidenced debentures or notes or obligations of TCPL for or in respect of bankers' acceptances (including the amount thereof), letters of credit and letters of guarantee (including all reimbursement obligations of each of the forgoing) or other similar instruments, and amendments, renewals, extensions, modifications and refundings of any such indebtedness or obligation.

**TCPL Sub Note Interest Payment Date** means, prior to and including June 30, 2025, June 30, December 31, and, after June 30, 2025, March 31, June 30, September 30 and December 31, of each year during which any TCPL Sub Notes are outstanding.

**TCPL Sub Note Interest Period** means, initially, the period from and including the Closing Date but excluding December 31, 2015 and thereafter from and including each TCPL Sub Note Interest Payment Date to, but excluding, the next following TCPL Sub Notes Interest Payment Date.

**TCPL Sub Note Interest Reset Date** means June 30, 2025 and every September 30, December 31, March 31, and June 30 thereafter until June 30, 2075 on which dates the interest rate on the TCPL Sub Notes will be reset.

**TCPL Sub Note Purchase Agreement** means the purchase agreement to be entered into by TCPL and the Trust on or about the Closing Date providing for the purchase by the Trust of the TCPL Sub Notes.





**TCPL Sub Note Trust Indenture** means the trust indenture to be entered into between TCPL and Computershare Trust Company of Canada on the Closing Date providing for the issuance of the Trust Notes, as supplemented by the First Supplemental Sub Note Indenture to be entered into on the Closing Date among TCPL and Computershare Trust Company of Canada, as amended, restated or supplemented from time to time.

**TCPL Sub Notes** means the junior subordinated unsecured notes dated as of the Closing Date issued by TCPL to the Trust pursuant to the TCPL Sub Note Trust Indenture in order to generate funds for the payment of the principal, interest, the redemption price and the amount payable on purchase for cancellation and any other amounts, in respect of the Trust's debt securities, including the Trust Notes Series 2015-A.

**Trust** means TransCanada Trust, the issuer of the Trust Securities.

**Trust Assets** means the Initial Trust Assets and any other cash, securities and other property held by the Trustee on behalf of the Trust from time to time.

**Trust Indenture** means the trust indenture to be entered into on the Closing Date between the Trust and the Indenture Trustee, providing for the issuance of debt securities by the Trust, as supplemented by the First Supplemental Indenture to be entered into on the Closing Date among the Trust, TCPL, and the Indenture Trustee, and as amended, restated or supplemented from time to time.

**Trust Notes Series 2015-A** means the Trust Notes Series 2015-A of the Trust, representing the junior subordinated unsecured debt obligations, due June 30, 2075 to be issued by the Trust to investors in the Offering.

**Trust Securities** means, collectively, the Trust Notes Series 2015-A and the Voting Trust Units.

**Trustee** means Valiant Trust Company as trustee of the Trust or such other successor trustee appointed from time to time pursuant to the Declaration of Trust.

**Underwriters** means HSBC Securities (USA) Inc., Credit Suisse Securities (USA) LLC, and [redacted].

**Underwriting Agreement** means the agreement dated [redacted], 2015 between the Trust and the Underwriters.

**U.S. Person** has the meaning set out under the Securities Act.

**Voting Trust Units** mean the voting trust units to be issued by the Trust to TCPL or affiliates.

## RISK FACTORS

*Investment in the Trust Notes Series 2015-A is subject to various risks including those risks of TCPL inherent in the pipeline, energy and gas storage industries. You should consider carefully the risks and factors contained in and incorporated by reference in this prospectus.*

*Discussions of certain risk factors affecting TCPL in connection with its business are provided in our annual and interim disclosure documents filed with the various securities regulatory authorities, which are incorporated by reference in this prospectus.*

### **Risks Related to the Trust Notes Series 2015-A**

#### ***Dependence on Performance of TCPL and TCC***

The purchase of Trust Notes Series 2015-A involves risk with respect to the performance of TCPL and TCC. An investment in Trust Notes Series 2015-A could be replaced in certain circumstances without the consent of the holder, by an investment in TCPL Exchange Preferred Shares and holders may in certain circumstances, including at the option of TCPL, be required to apply interest payable on the Trust Notes Series 2015-A to acquire TCPL Deferral Preferred Shares. An investment in TCPL Exchange Preferred Shares is subject to certain risks that are distinct from the risks associated with an investment in the Trust.

In the event of decline in the performance of TCPL or TCC or TCPL or TCC becoming insolvent, bankrupt or resolving to wind-up or liquidate or being ordered wound-up or liquidated or the occurrence of any other event constituting an Automatic Exchange Event, the Trust Notes Series 2015-A will be automatically exchanged for rights to be issued TCPL Exchange Preferred Shares, which will be immediately and automatically exercised, without the consent of the holders thereof, which shares will be an investment in TCPL and not in the Trust. As a result, holders of the Trust Notes Series 2015-A will become shareholders of TCPL at a time when TCPL's and/or TCC's financial condition is deteriorated or when TCPL and/or TCC has become insolvent or bankrupt or resolved to wind-up or has been ordered to wind-up or liquidated or upon the occurrence of any other event constituting an Automatic Exchange Event. In addition, if there is a Deferral Event, holders of the Trust Notes Series 2015-A will be entitled to interest on the applicable Deferral Date but will not receive cash as interest payable on Trust Notes Series 2015-A will be applied on behalf of holders of Trust Notes Series 2015-A to acquire TCPL Deferral Preferred Shares. In the event of a liquidation of TCPL, the claims of creditors of TCPL will be entitled to a priority of payment over the claims of holders of equity interests such as the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares. See "Risks Related to an Investment in TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares - Insolvency or Winding Up".

#### ***Rights only as an Equity Holder in the Event of Insolvency***

If TCPL were to become insolvent or bankrupt or resolved to wind-up or was ordered wound-up or liquidated after the Automatic Exchange or if the Automatic Exchange were to occur after the insolvency of TCPL, the holders of the TCPL Exchange Preferred Shares may receive, if anything, substantially less than the holders of the Trust Notes Series 2015-A would have received had the Trust Notes Series 2015-A been so exchanged. In the event of the occurrence of the Automatic Exchange, with the result that a Trust Note Series 2015-A receives a right to receive TCPL Exchange Preferred Shares in exchange for such Trust Note Series 2015-A and ultimately TCPL Exchange Preferred Shares, such holder shall thereupon cease to have any direct claim or entitlement with respect to the assets of the Trust or the guarantee by TCPL and the only claim or entitlement of such holder will be in its capacity as a shareholder of TCPL. Holders of the Trust Notes Series 2015-A will individually be bound by the Automatic Exchange acting through the Exchange Trustee, on the basis contemplated by the Share Exchange Agreement. In addition, holders

of TCPL Deferral Preferred Shares, if any, would also be subject to these risks in respect of their Deferral Preferred Shares. Potential investors in the Trust Notes Series 2015-A should carefully read the description of TCPL set forth under "TCPL". See also "Description of the Trust Securities Notes Series 2015-A Automatic Exchange" and "Risks Related in an Investment in TCPL Deferral Preferred Shares or TCPL Deferral Preferred Shares Insolvency or Winding Up".

***Dependence on Payments on the TCPL Sub Notes***

Although the obligations of the Trust are guaranteed on an unsecured subordinated basis by the ability of the Trust to make timely payments on the Trust Notes Series 2015-A is dependent on the Trust making the corresponding payments on the TCPL Sub Notes. Other than the TCPL Sub Notes, the Trust is not expected to have other significant assets available to satisfy its obligations on the Trust Notes Series 2015-A.

***Liquidity of and Dealings in Trust Notes Series 2015-A***

It is not expected that Trust Notes Series 2015-A will be listed on any stock exchange. The absence of a trading market for the Trust Notes Series 2015-A in the secondary market, the transparency and availability of trading prices, and the liquidity of the Trust Notes Series 2015-A. There can be no assurance that a trading market will develop or be sustained or that the Trust Notes Series 2015-A may be resold at or above the initial public offering price. The ability of a holder to pledge Trust Notes Series 2015-A or to take action with respect to such holder's interest in Trust Notes Series 2015-A (other than through the Trust Participant) may be limited due to the lack of a physical certificate.

***Dependence Upon TCPL and its Affiliates and Potential Conflicts of Interest***

The Trust will be dependent on the diligence and skill of the employees of TCPL, as Administrative Agent. In addition, potential conflicts of interest may arise between the Trust and TCPL and its affiliates. See "The Trust Activities of the Trust" and "Interests of TCPL and its Affiliates in Material Transactions". The Administrative Agent may also delegate or subcontract all or a portion of its obligations under the Administration Agreement to one or more affiliates, and under certain conditions to non-affiliates, in the business of managing assets such as the Trust Assets. In the event that the Administrative Agent delegates or subcontracts its obligations in such a manner, the Trust will be dependent upon the ability of the subcontractor to provide services. See "The Trust The Administrative Agent".

***Subordination***

The Trust's obligations under the Trust Notes Series 2015-A (and TCPL's obligations under the Trust Notes Series 2015-A) are guaranteed by the guarantee of the Trust Notes Series 2015-A and TCPL's obligations under the TCPL Sub Notes Series 2015-A are subordinated in right of payment to all of the Trust's (TCPL's) current and future senior indebtedness (including TCPL's outstanding senior notes and other senior indebtedness), other than non-recourse obligations or any other obligations specifically designated as being subordinate in right of payment to the Trust's senior indebtedness. This means that the Trust (and TCPL) will not be permitted to make any payments on the Trust Notes Series 2015-A (or under TCPL's guarantee of the Trust Notes Series 2015-A) until the Trust (TCPL) has paid in full all of its senior indebtedness (including the Trust's (TCPL's) obligations under the TCPL Sub Notes) if the Trust (TCPL) defaults on a payment of principal or interest on any such senior indebtedness or there shall occur an event of default under such senior indebtedness and the Trust (TCPL) 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 restrict the Trust (TCPL) from making payments to junior creditors. See "Description of the Trust Securities Trust Notes Series 2015-A Subordination", "Description of the Trust Securities Notes Series 2015-A Guarantee by TCPL" and "Description of the TCPL Sub Notes Prior to the Issuance of the Trust Sub Notes".

Due to these subordination provisions, in the event of the Trust's (or TCPL's) insolvency, the Trust (or TCPL) would otherwise use to make payments under the Trust Notes Series 2015-A (TCPL's guarantee thereof) will be used to pay the holders of the indebtedness ranking senior in right of payment to the Trust Notes Series 2015-A (TCPL's guarantee thereof) to the extent necessary to pay such senior indebtedness in full. As a result of those payments, the holders of such senior indebtedness will recover more, ratably, than holders of the Trust Notes Series 2015-A. In addition, the holders of such senior indebtedness may under certain circumstances restrict or prohibit the Trust (or TCPL) from making payments on the Trust Notes Series 2015-A (or under TCPL's guarantee thereof).

In addition to the contractual subordination described above, the payment of principal and interest under the Trust Notes Series 2015-A will be structurally subordinated to all indebtedness and other obligations of the Trust, any subsidiaries of the Trust, and the payment of principal and interest under TCPL's guarantee of the Trust Notes Series 2015-A will be structurally subordinated to all indebtedness and other obligations of the Trust and its subsidiaries.

TCPL's indebtedness as of March 31, 2015 was approximately \$24.6 billion, all of which was senior in right of payment to TCPL's guarantee of the Trust Notes Series 2015-A and to the Trust Notes. As of March 31, 2015, TCPL's subsidiaries had approximately \$4.5 billion of outstanding indebtedness that effectively ranks senior to TCPL's guarantee of the Trust Notes Series 2015-A and TCPL Sub Notes.

Furthermore, in the event of an insolvency or liquidation of TCPL, the claims of creditors of TCPL would be entitled to a priority payment over the claims of holders of equity interests of TCPL, such as TCPL Exchange Preferred Shares and TCPL Deferred Shares. See "Risks Related to the Trust Notes Series 2015-A Rights only as equity holder in event of insolvency" and "Risks Related to Investment in TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares Insolvency or Winding-up".

#### ***No Limit on Debt***

Although the Trust does not intend to issue any additional securities other than Voting Trust Securities, additional Trust Notes or other subordinated debt securities, the Trust Indenture does not contain a provision limiting the Trust's ability to incur indebtedness generally. Any such indebtedness could have priority to the Trust Notes Series 2015-A. In addition, the Trust Indenture does not limit the amount of indebtedness by TCPL, and TCPL's current indebtedness and any future indebtedness of TCPL may have priority to TCPL's guarantee of the Trust Notes Series 2015-A and the TCPL Sub Notes. TCPL has substantial indebtedness and the Trust and TCPL may incur substantial additional indebtedness in the future.

#### ***Early Redemption***

Upon the occurrence of a Tax Event or a Rating Event, TCPL may cause the Trust to redeem (but not less than all) of the Trust Notes Series 2015-A at a redemption price equal to par (in the case of a Tax Event) and par plus \$20 (in the case of a Rating Event) plus accrued and unpaid interest to the date of redemption. This redemption right may, depending on prevailing market conditions at the time of redemption, increase the reinvestment risk for holders of the Trust Notes Series 2015-A in that they may be unable to find a replacement investment with a comparable return to the Trust Notes Series 2015-A.

#### ***Interest in Respect of Deferral Events***

On each Series 2015-A Interest Payment Date in respect of which a Deferral Event has occurred, the interest payable on Trust Notes Series 2015-A will be applied on behalf of holders of Trust Notes Series 2015-A.

Series 2015-A to acquire TCPL Deferral Preferred Shares. This interest will be required to be included in the income of the holder for U.S. federal income tax purposes and will be included in such holder's income. See "Certain Canadian Federal Income Tax Considerations Trust Notes Series 2015-A Interest on the Trust Notes Series 2015-A". In addition, for U.S. federal income tax purposes, during any deferral period, the Trust Notes Series 2015-A will be treated as issued with OID and the interest on such deferral and all interest due after such deferral will be treated as OID. Consequently, a U.S. holder of Trust Notes Series 2015-A would be required to include OID in its gross income even though no cash payments would not make any actual cash payments to the holders of Trust Notes Series 2015-A during the deferral period. See "Certain U.S. Federal Income Tax Considerations Interest on the Trust Notes Series 2015-A".

### ***Ratings***

Credit ratings may not reflect all risks associated with an investment in the Trust Notes Series 2015-A. Any credit ratings applied to the Trust Notes Series 2015-A are an assessment of TCPL's ability to pay their respective obligations. Consequently, real or anticipated changes in the credit ratings may generally affect the market value of the Trust Notes Series 2015-A. The credit ratings, however, do not reflect the potential impact of risks related to structure, market or other factors discussed herein of the Trust Notes Series 2015-A. There is no assurance that any credit rating assigned to the Trust Notes Series 2015-A 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.

### **Risks Related to an Investment in TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares**

#### ***Ratings of TCPL Preferred Shares***

The credit ratings, if any, applied to the TCPL Exchange and Deferral Preferred Shares are an assessment of TCPL's ability to pay its obligations. The credit ratings are based on certain assumptions about the future performance and capital structure of TCPL that may or may not reflect the actual performance and capital structure of TCPL. Changes in credit ratings of the TCPL Exchange and Deferral Preferred Shares may affect the market price or value and the liquidity of the TCPL Exchange and Deferral Preferred Shares. There is no assurance that any credit rating will be assigned to the TCPL Exchange and Deferral Preferred Shares, or that any credit rating assigned to the TCPL Exchange and Deferral Preferred 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.

#### ***Dividends***

Holders of TCPL Exchange and Deferral Preferred Shares do not have a right to dividends on their shares unless declared by the Board of Directors. The declaration of dividends is in the discretion of the Board of Directors even if TCPL has sufficient funds, net of its liabilities, to pay such dividends. The Board may not declare or pay a dividend if there are reasonable grounds for believing that (i) TCPL is, or will be, unable to pay its liabilities as they become due, or (ii) the realizable value of TCPL's assets would thereby be less than the aggregate of its liabilities and stated capital of its outstanding shares. Liabilities of TCPL will include those arising in the course of its business, indebtedness, including inter-company debt, and amounts, if any, that are owing by TCPL under guarantees in respect of which a demand for payment has been made. In addition, a dividend (including a deemed dividend) received by holders of TCPL Exchange and Deferral Preferred Shares may be subject to Canadian non-resident withholding tax, and, if any such dividends are so subject, no additional amounts will be payable to holders of TCPL Exchange and Deferral Preferred Shares in respect of such withholding tax. See "Certain Canadian Federal Income Tax Considerations TCPL Exchange and Deferral Preferred Share Dividends".

***Insolvency or Winding-Up***

The TCPL Exchange and Deferral Preferred Shares do not constitute indebtedness and are not part of the capital of TCPL which rank junior to all indebtedness and other non-equity claims and equally with the first preferred shares of TCPL, if any, in the event of an insolvency or winding-up of TCPL. If TCPL becomes insolvent or is wound up, TCPL's assets must be used to pay liabilities and other debt before any payments may be made on the TCPL Exchange and Deferral Preferred Shares and other first preferred shares, if any.

***No Fixed Maturity***

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

***Voting Rights***

Holders of TCPL Exchange and Deferral Preferred Shares will not have any voting rights in the event of the non-payment of six quarterly dividends as described under "Description of TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares - Voting Rights" or otherwise required by law.

***Secondary Market and Liquidity***

There can be no assurance that an active trading market will develop for the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares following the issuance of any of those shares, or if developed that such a market will be liquid or sustained at the issue price of such shares. TCPL is under no obligation to list the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares on any stock exchange or other market.

The ability of a holder to pledge TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares or otherwise take action with respect to such holder's interest therein (other than through a Participant) may be limited due to the lack of a physical certificate.

***Market Value***

The market value of the TCPL Exchange and Deferral Preferred Shares may fluctuate due to a number of factors relative to TCPL's business, including announcements of new developments, fluctuations in TCPL's operating results, sales of TCPL Preferred Shares, failure to meet analysts' expectations, changes in interest rates, of various tax laws or rates and general market conditions or the worldwide economy. There can be no assurance that the market value of the TCPL Exchange and Deferral Preferred Shares will not experience significant fluctuations in the future, including fluctuations that are unrelated to TCPL's performance. Prevailing yields on similar securities will affect the market value of the TCPL Exchange and Deferral Preferred Shares. Assuming all other factors remain unchanged, the market value of the TCPL Exchange and Deferral Preferred Shares would be expected to decline as prevailing yields for similar securities increase and would be expected to increase as prevailing yields for similar securities decline. Spreads over LIBOR or other comparable benchmark rates of interest for similar securities will also affect the market value of the TCPL Exchange and Deferral Preferred Shares in an analogous manner. In addition, the market value of the TCPL Exchange and Deferral Preferred Shares will be significantly adversely affected in the event that dividends are not paid on such shares. See "Risks Related to an Investment in TCPL Exchange Preferred Shares and TCPL Preferred Shares - Dividends".

## THE TRUST

### General

The Trust is a unit trust established under the laws of Ontario by the Trustee pursuant to the Trust Agreement of Trust. The Trust has been formed for the purpose of issuing debt securities, including the Trust Notes Series 2015-A, and acquiring and holding the Trust Assets in order to generate funds for the payment of principal, interest, the redemption price and the amounts payable on purchase for cancellation, if any other amounts, in respect of its debt securities, including the Trust Notes Series 2015-A. The Trust will provide TCPL with a cost-effective means of raising capital which qualifies for Basket "C" treatment by Moody's and for "Intermediate Equity Credit" by S&P.

The Trust's head office is located at 450 1st Street S.W., Calgary, Alberta, T2P 5H1.

The Trust is not a trust company and does not carry on business as a trust company and, accordingly, the Trust is not registered under the trust company legislation of any jurisdiction. The Trust Notes Series 2015-A are not "deposits" within the meaning of the Canada Deposit Insurance Corporation Act (Canada) and are not insured under the provisions of that act or any other legislation.

### Activities of the Trust

The Trust's objective is to acquire and hold the Trust Assets that will generate funds for the payment of principal, interest, the redemption price and the amounts payable on purchase for cancellation, if any other amounts, in respect of its debt securities, including the Trust Notes Series 2015-A. The Trust Assets will consist of the TCPL Sub Notes, which are to be purchased pursuant to the TCPL Sub Note Purchase Agreement. Each TCPL Sub Note is a junior subordinated unsecured obligation of TCPL. The Trust may also acquire and hold other assets, including money, debt obligations and contractual obligations. The Trust will not be involved in any business operations of TCPL and will not be involved in the respect of the activities and operations of the Trust from time to time.

### Capitalization

Although formed on September 16, 2014, the Trust has no prior operating history. Immediately following the issuance by the Trust of the Trust Notes Series 2015-A pursuant to the Offering, the Trust will be owned by TCPL, directly or indirectly, for the Voting Trust Units and the purchase by the Trust of the TCPL Sub Notes the Trust will have approximately U.S.\$ 100,000,000 in Trust Assets, U.S.\$ 100,000,000 attributable to the Trust Notes Series 2015-A and U.S.\$5,001,000 of capital attributable to the Trust Units. See "Capitalization of the Trust" and "Risk Factors".

### Conflicts of Interest

Due to the nature of the Trust's relationship with TCPL and its affiliates, it is possible that conflicts of interest will arise with respect to certain transactions, including the Trust's acquisition of Trust Assets from TCPL and/or its affiliates. See "Interests of TCPL and its Affiliates in Material Transactions" and "Conflicts of Interest of Holders of Securities". It will be the Trust's policy that the terms of any financial dealings with TCPL and its affiliates will be consistent with those available from third parties.

Conflicts of interest between the Trust and TCPL and its affiliates may also arise in connection with the actions taken by TCPL, as direct or indirect holder of the Voting Trust Units. It is intended that the terms of all agreements and transactions between the Trust, on the one hand, and TCPL and its affiliates, on the other hand, including the Administration Agreement, the Assignment and Set-Off Agreement and the Exchange Agreement, will be fair to the parties and consistent with market terms for such types of transactions. However, there can be no assurance that any such agreement or transaction will be more favourable to the Trust as would have been obtained from unaffiliated third parties.



### **The Administrative Agent**

The Trustee has entered into an agreement (the "Administration Agreement") with TCPL, pursuant to which the Trustee has delegated to TCPL certain of its obligations in relation to the administration of the Trust. TCPL, in its role as administrative agent under the Administration Agreement (the "Administrative Agent") will, at the request of the Trustee, administer the day-to-day operations of the Trust and such other matters as may be requested by the Trustee from time to time. The Administrative Agent will, from time to time, delegate or sub-contract all or a portion of its obligations under the Administration Agreement to one or more of its qualified affiliates. The Administrative Agent will not, in connection with the delegation or sub-contracting of any of such obligations, be discharged or relieved in any respect of its obligations under the Administration Agreement. The Administrative Agent will be entitled to receive an annual administration fee.

The Administration Agreement has an initial 10-year term and will be automatically renewed thereafter subject to the right of the Trustee to replace the Administrative Agent and/or terminate the Administration Agreement at any time upon written notice if performance of the Administrative Agent's duties is not permitted by law; the Administrative Agent ceases to be resident in Canada for purposes of the Tax Act; the Trustee is directed to do so by holders of Voting Trust Units; or upon the occurrence of any other more events generally related to the failure of the Administrative Agent to perform its obligations under the Administration Agreement in a proper and timely manner which is not remedied within 90 days.

### **Liquidity**

The Trust will only borrow funds from TCPL or its affiliates pursuant to an unsecured credit facility extended by such entity to the Trust (the "Credit Facility") and will use borrowed funds only for the purposes of ensuring liquidity in the normal course of the Trust's activities and to facilitate the payment of the Trust of its expenses including the expenses of the Offering.

### **Certain Continuous Disclosure Requirements**

As a result of the Offering, the Trust will become a reporting issuer in the provinces of Alberta and Ontario, and may in future become a reporting issuer in other provinces and territories of Canada if such concept exists. As such, the Trust will be required, among other things, to make continuous disclosure filings with applicable Canadian securities regulatory authorities; however, the Trust expects to be able to rely on available exemptions for issuers that have issued debt securities guaranteed by a parent company or supporter that will allow it to rely on and file TCPL's interim unaudited and annual audited financial statements, annual information form, management information circular (if any) and other continuous disclosure documents required to be filed by TCPL from time to time. If this exemption is applicable, the Trust will not be required to file interim unaudited and annual audited financial statements, including management's discussion and analysis of the financial condition and results of operation of the Trust, and annual certificates signed by the chief executive officer and chief financial officer, an information circular or an annual information form of the Trust, and holders of the Trust Notes Series 2015 will not receive such financial statements and other continuous disclosure documents of the Trust. It is expected, however, that the Trust will remain subject to the requirement to file material change reports in the event of any material change in the affairs of the Trust. The Trust will also file these documents with the SEC on EDGAR until such time as it is eligible to cease reporting with the SEC.

### CONSOLIDATING SUMMARY FINANCIAL INFORMATION

The tables below contain consolidating financial information as at and for the three-month periods ended March 31, 2015 and 2014 and the years ended December 31, 2014 and 2013 for (i) TCPL, (ii) the Trust, (iii) TCPL's subsidiaries, other than the Trust, on a combined basis, (iv) consolidating adjustments, and (v) TCPL and all of its subsidiaries on a consolidated basis, in each case for the periods indicated. This consolidating summary financial information should be read in conjunction with TCPL's interim unaudited consolidated financial statements for the three-month periods ended March 31, 2015 and 2014 and its annual consolidated financial statements for the years ended December 31, 2014 and 2013, which are incorporated by reference in this prospectus.

#### For the three months ended and as at March 31, 2015 and 2014<sup>(1)</sup>

(in billions of Canadian dollars)	TCPL <sup>(2)</sup>		Subsidiaries of TCPL other than the Trust <sup>(3)</sup>		Consolidating adjustments <sup>(4)</sup>		TCPL (consolidated) <sup>(5)</sup>	
	2015	2014	2015	2014	2015	2014	2015	2014
Revenues	0.4	0.4	2.9	2.8	(0.4)	(0.3)	2.9	2.9
Net income attributable to controlling interests	0.4	0.4	1.2	1.0	(1.2)	(1.0)	0.4	0.4
Current assets	23.6	3.8	65.5	12.0	(81.2)	(9.7)	7.9	61.1
Non-current assets	50.4	45.7	124.0	109.1	(115.7)	(102.8)	58.7	52.0
Current liabilities	26.1	5.8	64.7	10.6	(81.6)	(10.0)	9.2	6.4
Non-current liabilities	24.8	21.9	42.6	37.5	(33.0)	(29.5)	34.4	29.9

#### For the years ended and as at December 31, 2014 and 2013<sup>(1)</sup>

(in billions of Canadian dollars)	TCPL <sup>(2)</sup>		Subsidiaries of TCPL other than the Trust <sup>(3)</sup>		Consolidating adjustments <sup>(4)</sup>		TCPL (consolidated) <sup>(5)</sup>	
	2014	2013	2014	2013	2014	2013	2014	2013
Revenues	1.8	1.7	9.7	7.6	(1.3)	(0.5)	10.2	8.8
Net income attributable to controlling interests	1.8	1.8	4.9	4.8	(4.9)	(4.8)	1.8	1.8
Current assets	21.5	2.2	53.9	3.6	(69.0)	0.1	6.4	5.9
Non-current assets	47.5	43.3	118.4	104.3	(110.5)	(96.9)	55.4	50.7
Current liabilities	24.3	3.2	53.5	2.8	(69.3)	0.8	8.5	6.8
Non-current liabilities	22.1	20.8	39.2	36.0	(30.6)	(28.4)	30.7	28.4

(1) The consolidating summary financial information presented in this table is unaudited and does not constitute an offering of Trust Notes Series 2015-A or any other transactions subsequent to the dates stated. An independent auditor has not performed a review of this consolidating summary financial information.

(2) TCPL is presenting the above on the basis of accounting for investments in all its subsidiaries using the equity method.

(3) These columns account for all direct and indirect subsidiaries of TCPL on a combined basis.

(4) These columns include the necessary amounts to eliminate the intercompany balances and transactions between TCPL and its subsidiaries and other adjustments to arrive at the information for TCPL on a consolidated basis for each respective period.

- (5) TCPL (consolidated) is presented in accordance with U.S. generally accepted accounting principles.
- (6) The Trust was formed on September 16, 2014 and, does not have financial information for the period presented. In addition, it is anticipated that the Trust's financial results will not be consolidated in the financial statements under U.S. GAAP and, as such, no consolidated financial information for the period presented in the above table.

**USE OF PROCEEDS**

The gross proceeds to the Trust from the Offering of U.S.\$ \_\_\_\_\_ in respect of the Trust Notes Series 2015-A will be used to acquire the TCPL Sub Notes from TCPL. TCPL, in turn, the proceeds from the issue of the TCPL Sub Notes for general corporate purposes and to reduce indebtedness of TCPL and its affiliates, which short term indebtedness was used to fund TCPL's program and for general corporate purposes. TCPL may invest the funds that it does not immediately need in short term marketable debt securities. The Offering will provide TCPL with a cost-effective means of raising capital which qualifies for Basket "C" equity treatment by Moody's and for "Intermediate Credit" by S&P.

**CAPITALIZATION OF THE TRUST**

The following table sets forth the capitalization of the Trust as of the date of this prospectus adjusted to reflect the closing of the Offering and the issuance of Voting Trust Units.

		Outstanding as at May 4, 2015 (in thousands of U.S. dollars)	Outstanding as at _____, 2015 after giving effect to the Offering <sup>(1)</sup> (in thousands of U.S. dollars)
Trust Notes	Series 2015-A	U.S.\$	U.S.\$
Voting Trust Units		1	5,001
Original Settlement Amount		1	1
Trust Capital		U.S.\$	1 U.S.\$

(1) Issue costs including the Underwriters' fee are estimated to be U.S.\$ \_\_\_\_\_.

**TCPL**

**General**

TCPL operates its business in three segments: Natural Gas Pipelines, Liquids Pipelines and Energy. Natural Gas Pipelines and Liquids Pipelines are principally comprised of our respective natural gas pipelines in Canada, the U.S. and Mexico as well as our regulated natural gas storage operations in the U.S. Energy includes our power operations and the non-regulated natural gas storage business.

TCPL's principal subsidiaries as of December 31, 2014 are indicated in the diagram under the heading "TransCanada PipeLines Limited - Intercorporate Relationships" in the Annual Information Form. All outstanding common shares of TCPL are owned by TCC.

**Consolidated Capitalization**

There have been no material changes in the share and loan capital of TCPL, on a consolidated basis, since March 31, 2015.

**Use of Proceeds**

TCPL intends to use the proceeds from the issue of the TCPL Sub Notes for general corporate purposes and to reduce short term indebtedness of TCPL and its affiliates, which short term indebtedness was used to fund TCPL's capital program and for general corporate purposes. TCPL may invest the funds that

immediately require in short term marketable debt securities. The

Offering will provide TCPL with a cost-effective means of raising capital which qualifies for Bankruptcy Remote Vehicle (BRV) equity treatment by Moody's and for "Intermediate Equity Credit" by S&P.

**Earnings Coverage**

***Period Ended December 31, 2014***

The following financial ratios for TCPL have been calculated on a consolidated basis for the period ended December 31, 2014 and are based on audited financial information. The following ratios give pro forma effect to the issuance on March 31, 2015 by TCPL of U.S.\$750,000,000 aggregate principal amount of 4.60% senior notes due 2045, the issuance on January 12, 2015 by TCPL of U.S.\$500,000,000 aggregate principal amount of 1.875% senior notes due 2018, the issuance on January 12, 2015 by TCPL of U.S.\$250,000,000 aggregate principal amount of floating rate senior notes due 2018, and to the issuance of the Trust Notes Series 2015-A pursuant to this prospectus and the intended use of proceeds therefrom. Adjustments for other normal course issuances and repayments of long-term debt subsequent to December 31, 2014 would not materially affect the ratios and, as a result, have not been made.

	<b>December 31, 2014</b>
<b>Earnings coverage on long-term debt and current liabilities</b>	<b>times</b>
<p>TCPL's interest requirements for the 12-month period ended December 31, 2014 after giving pro forma effect to the issuance on March 31, 2015 by TCPL of U.S.\$750,000,000 aggregate principal amount of 4.60% senior notes due 2045, the issuance on January 12, 2015 by TCPL of U.S.\$500,000,000 aggregate principal amount of 1.875% senior notes due 2018, the issuance on January 12, 2015 by TCPL of U.S.\$250,000,000 aggregate principal amount of floating rate senior notes due 2018, and to the issuance of the Trust Notes Series 2015-A pursuant to this prospectus and the intended use of proceeds therefrom, amounted to approximately \$ _____ billion. TCPL's earnings before interest expense and income taxes amounted to approximately \$ _____ billion for the 12-month period ended December 31, 2014, which is _____ times TCPL's pro forma interest requirements for that period.</p>	

***Period Ended March 31, 2015***

The following financial ratios for TCPL have been calculated on a consolidated basis for the period ended March 31, 2015 and are based on audited and unaudited financial information. The following financial ratios give pro forma effect to the issuance of the Trust Notes Series 2015-A pursuant to this prospectus and the intended use of proceeds therefrom. Adjustments for other normal course issuances and repayments of long-term debt subsequent to March 31, 2015 would not materially affect the ratios and, as a result, have not been made.

	<b>March 31, 2015</b>
<b>Earnings coverage on long-term debt and current liabilities</b>	<b>times</b>
<p>TCPL's interest requirements for the 12-month period ended March 31, 2015 after giving pro forma effect to the issuance of the Trust Notes Series 2015-A pursuant to this prospectus and the intended use of proceeds therefrom, amounted to approximately \$ _____ billion. TCPL's earnings before interest expense and income taxes amounted to approximately \$ _____ billion for the 12-month period ended March 31, 2015, which is _____ times TCPL's pro forma interest requirements for that period.</p>	

## DESCRIPTION OF THE TRUST SECURITIES

### Trust Notes Series 2015-A

The following is a summary of the rights, privileges, restrictions, obligations and conditions to the Trust Notes Series 2015-A and certain provisions of the Trust Indenture and related agreements. This summary is qualified in its entirety by the provisions of the Trust Indenture and such related agreements. A copy of the Trust Indenture and such related agreements may be inspected during normal business hours at the principal office of the Administrative Agent in Calgary, Alberta, during the course of the distribution of the Trust Notes Series 2015-A. Following closing of the Offering, a copy of the Trust Indenture and such related agreements will be available on SEDAR at [www.sedar.com](http://www.sedar.com).

Holders of the Trust Notes Series 2015-A shall have no recourse to the assets of the Trust in connection with any payments in respect of the Trust Notes Series 2015-A. For information concerning the TCPL Exchange Preferred Shares into which the Trust Notes Series 2015-A are, in certain circumstances, exchangeable as described under "Automatic Exchange" below, see "Description of TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares". For information concerning the TCPL Deferral Preferred Shares, which in certain circumstances holders of the Trust Notes Series 2015-A will be required to purchase with interest or the right to receive a payment of interest on the Trust Notes Series 2015-A described under "Deferral Right" below, see "Description of TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares".

### *Interest and Maturity*

From the Closing Date to June 30, 2025, the Trust will pay interest on the Trust Notes Series 2015-A in equal semi-annual installments on June 30 and December 31 of each year. Notwithstanding the foregoing, assuming the Trust Notes Series 2015-A are issued on [redacted], 2015, the first interest payment on the Trust Notes Series 2015-A on December 31, 2015 will be in the amount of U.S.\$ [redacted] per U.S.\$ [redacted] principal amount of Trust Notes Series 2015-A. Starting on September 30, 2025, the Trust will pay interest on the Trust Notes Series 2015-A on every March 31, June 30, September 30 and December 31 of each year during which the Trust Notes Series 2015-A are outstanding thereafter until June 30, 2075 (each such date, a "Series 2015-A Interest Payment Date").

From the Closing Date to, but excluding, June 30, 2025, the interest rate on the Trust Notes Series 2015-A will be fixed at [redacted] % per annum, payable in arrears. Starting on June 30, 2025, and on every March 31, June 30, September 30 and December 31 of each year during which the Trust Notes Series 2015-A are outstanding thereafter until June 30, 2075 (each such date, a "Series 2015-A Interest Reset Date"), the interest rate on the Trust Notes Series 2015-A will be reset as follows: (i) on June 30, 2025, on every Series 2015-A Interest Reset Date, until June 30, 2045, the interest rate on the Trust Notes Series 2015-A will be reset at an interest rate per annum equal to the three month LIBOR plus [redacted] %, payable in arrears, with the first payment at such rate being on September 30, 2025; (ii) starting on June 30, 2045, on every Series 2015-A Interest Reset Date, until June 30, 2075, the interest rate on the Trust Notes Series 2015-A will be reset on each Series 2015-A Interest Reset Date at an interest rate per annum equal to the three month LIBOR plus [redacted] %, payable in arrears, with the first payment at such rate being on September 30, 2045.

The Trust Notes Series 2015-A will mature on June 30, 2075. Holders of the Trust Notes Series 2015-A may, in certain circumstances, be required to apply interest payable on the Trust Notes Series 2015-A to acquire TCPL Deferral Preferred Shares. See "Deferral Right" below for more information.

Interest for each Series 2015-A Interest Period from the Closing Date to, but excluding, June 30, 2025 will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest for each Series 2015-A Interest Period from June 30, 2025 to June 30, 2075 will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

of the actual number of days elapsed during each such Series 2015-A Interest Period and a 360-day year, for the purposes of disclosure under the Interest Act (Canada), and without affecting the interest payable on the Trust Notes Series 2015-A, whenever the interest rate on the Trust Notes Series 2015-A is to be determined on the basis of a period of less than a calendar year, the yearly interest rate equivalent for such interest period will be the interest rate multiplied by the actual number of days in the relevant calendar year and divided by the number of days used in calculating the specified interest rate.

If a Series 2015-A Interest Payment Date falls on a day that is not a Business Day, the Series 2015-A Interest Payment Date will be postponed to the next Business Day, and no further interest will accrue in respect of such postponement.

#### ***Specified Denominations***

The Trust Notes Series 2015-A will be issued only in minimum denominations of U.S.\$1,000 and integral multiples thereof.

#### ***Deferral Right***

On each Series 2015-A Interest Payment Date in respect of which a Deferral Event has occurred (a "Deferral Date"), holders of the Trust Notes Series 2015-A will be required to apply interest payable thereon to acquire TCPL Deferral Preferred Shares. A new series of TCPL Deferral Preferred Shares will be issued in respect of each Deferral Date. The subscription amount of each TCPL Deferral Preferred Share will be an amount equal to U.S.\$1,000 and the number of TCPL Deferral Preferred Shares subscribed will be calculated by dividing the amount of the interest payment on the Trust Notes Series 2015-A on each applicable Deferral Date by U.S.\$1,000. For greater certainty, whether or not a Deferral Event has occurred in respect of a particular Series 2015-A Interest Payment Date will be determined prior to the commencement of the Series 2015-A Interest Period ending on the day immediately preceding such Series 2015-A Interest Payment Date.

A Deferral Event for the Trust Notes Series 2015-A will occur in circumstances where: (i) TCPL failed to declare cash dividends on all of the outstanding TCPL Preferred Shares, if any, consistent with TCPL's dividend practice in effect from time to time with respect to TCPL Preferred Shares (other than a failure to declare dividends on such shares during a Dividend Restricted Period) in each case in the 90 days preceding the commencement of the Series 2015-A Interest Period ending on the day preceding the relevant Series 2015-A Interest Payment Date (a "Missed Dividend Deferral Event"); or (ii) TCPL, in its sole option, prior to the commencement of the Series 2015-A Interest Period ending on the day preceding the relevant Series 2015-A Interest Payment Date, that holders of the Trust Notes Series 2015-A have not received interest paid on such Trust Notes Series 2015-A to acquire the relevant Series 2015-A Interest Payment Date in TCPL Deferral Preferred Shares (an "Other Deferral Event"). There is no limit on the number of Deferral Events that may occur.

The issuance of TCPL Deferral Preferred Shares upon the occurrence of any Deferral Event shall be effected pursuant to the Assignment and Set-Off Agreement, whereby: (i) TCPL assigns, transfers and conveys to the Trust all of its right, title and interest in the subscription proceeds (the "Deferral Event Subscription Proceeds") payable to TCPL in connection with the Deferral Event Subscription (the "Deferral Event Subscription Proceeds Assignment"); (ii) the Trust agrees that on each TCPL Sub Note Interest Payment Date that is a Deferral Date, the interest payable to the Trust by TCPL on such TCPL Sub Note Interest Payment Date pursuant to the TCPL Sub Notes shall have been satisfied to the extent of the amount equal to the aggregate Deferral Event Subscription Proceeds payable by holders of the Trust Notes Series 2015-A in connection with the TCPL Deferral Preferred Shares issued on such Deferral Date pursuant to the Deferral Event Subscription Proceeds Assignment and TCPL shall only be required to pay cash to the Trust in an amount equal to the excess of the interest



payable by TCPL pursuant to the TCPL Sub Notes on such TCPL Sub Note Interest Payment Date the amount of such Deferral Event Subscription Proceeds; and (iii) the Indenture Trustee, on behalf of the Trust Notes Series 2015-A, agrees that on each Series 2015-A Interest Payment Date that is a Deferral Event, without any further action being required by TCPL, the Trust or holders of the Trust Notes Series 2015-A, the right of the holders of the Trust Notes Series 2015-A to receive the interest on the Series 2015-A Interest Payment Date shall be automatically set-off against their obligation to pay the cash subscription price for the TCPL Deferral Preferred Shares to the extent of such interest, and the TCPL Deferral Preferred Shares shall be delivered to the assignee, without any payment of cash by the Trust in respect of the interest or by the holders in respect of the subscription price. As a result, pursuant to the Assignment and Set-Off Agreement, a holder's obligation to pay the subscription price in the case of a Deferral Event on a Series 2015-A Interest Payment Date is to the delivery of the TCPL Deferral Preferred Shares.

In acting pursuant to the Assignment and Set-Off Agreement, TCPL shall promptly create, issue and distribute such number of TCPL Deferral Preferred Shares (including fractional shares, if applicable) as shall be issuable pursuant to the Deferral Event Subscription. If any TCPL Deferral Preferred Shares require registration or qualification with or approval of or the filing of any document, including any prospectus, or a similar document, or the taking of any proceeding with or the obtaining of any order, ruling, approval or consent from any governmental or regulatory authority under any applicable Canadian or U.S. law, in order for such TCPL Deferral Preferred Shares to be issued and delivered by TCPL in connection with the Deferral Event, TCPL shall in good faith, expeditiously take all such actions and do all such things as are necessary to cause such TCPL Deferral Preferred Shares to be duly registered, qualified or approved as and to the extent required for such purpose pursuant to such applicable laws.

Upon a Deferral Event, TCPL reserves the right not to issue TCPL Deferral Preferred Shares to any Ineligible Person. In such circumstances, the Indenture Trustee will hold all TCPL Deferral Preferred Shares that would otherwise be delivered to Ineligible Persons, as agent for Ineligible Persons, and the Indenture Trustee will deliver such shares to a broker retained by TCPL for the purpose of effecting the sale of such shares (other than TCPL and its affiliates or other Ineligible Persons) on behalf of such Ineligible Persons. The sale of TCPL Deferral Preferred Shares. Such sales, if any, may be made at any time and any price. Neither the Trust nor the Indenture Trustee will be subject to any liability for failing to sell TCPL Deferral Preferred Shares on behalf of any such Ineligible Persons or at any particular price on any particular day. The net proceeds received by the Indenture Trustee from the sale of any TCPL Deferral Preferred Shares shall be divided among the Ineligible Persons in proportion to the number of TCPL Deferral Preferred Shares that would otherwise have been deliverable to them, after deducting the costs of sale and any applicable taxes, including withholding taxes. The Indenture Trustee will make payment of the aggregate net proceeds to the Trust Agency (if the Trust Notes Series 2015-A are then held in the book-entry only system) or to the Trust and transfer agent (in all other cases) for distribution to such Ineligible Persons in accordance with the Clearing Agency Procedures or otherwise.

As a precondition to the delivery of any certificate or other evidence of issuance representing TCPL Deferral Preferred Shares or related rights following a Deferral Event, TCPL may require the Holder to obtain from any Holder of Trust Notes Series 2015-A (and persons holding Trust Notes Series 2015-A represented by such Holder of Trust Notes Series 2015-A) a declaration, in form and substance as shall be provided to TCPL, confirming compliance with any applicable regulatory requirements to establish that such Holder of Trust Notes Series 2015-A is not, and does not represent, an Ineligible Person.

#### ***Dividend Stopper Undertaking***

Pursuant to the Assignment and Set-Off Agreement, TCC and TCPL will covenant for the benefit of the holders of the Trust Notes Series 2015-A that, in the event of a Deferral Event, in the period

commencing on the relevant Deferral Date to, but excluding, the first day of the applicable Dividend Declaration Resumption Month: (i) neither TCC nor TCPL will declare dividends of any kind on Dividend Restricted Shares, as applicable; and (ii) neither TCC, TCPL nor any subsidiary of TCC may redeem any Dividend Restricted Shares (other than TCPL Deferral Preferred Shares) or make payment to holders of any of the Dividend Restricted Shares in respect of dividends not declared on such Dividend Restricted Shares (other than, for greater certainty, accrued and unpaid dividends on TCPL Deferral Preferred Shares that are redeemed), and neither TCC nor TCPL nor any subsidiary of TCC or TCPL may purchase any Dividend Restricted Shares. **It is in the interest of TCPL and TCC to the extent within their control, that the Trust pays the interest to holders of the Trust Notes Series 2015-A in cash on each Series 2015-A Interest Payment Date so as to avoid the Dividend Stopper Undertaking.**

#### *Automatic Exchange*

The Trust Notes Series 2015-A, including accrued and unpaid interest thereon, will be exchanged automatically (the "Automatic Exchange"), without the consent of the holders thereof, for the newly issued TCPL Exchange Preferred Shares upon the occurrence of: (i) the making by TCPL of a general assignment for the benefit of its creditors or a proposal (or the filing of a notice of intention to do so) under the Bankruptcy and Insolvency Act (Canada), (ii) any proceeding instituted against TCC or TCPL seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL or for any substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is bankrupt or insolvent, (iii) a receiver, interim receiver, trustee or other similar official is appointed for TCC or TCPL or for any substantial part of its property and assets by a court of competent jurisdiction in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent; or (iv) any proceeding is instituted against TCC or TCPL seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for TCC or TCPL or any substantial part of its property and assets in circumstances where TCC or TCPL, as applicable, is adjudged a bankrupt or insolvent, and either such proceeding has not been stayed or adjourned for a period of more than sixty (60) days of the institution of any such proceeding or the actions sought in such proceeding occur, including the entry of an order for relief against TCC or TCPL 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.

TCPL will mail written notice of the occurrence of the Automatic Exchange Event to the Trust Notes Series 2015-A holders 10 days of such event. Following the Automatic Exchange, holders of the Trust Notes Series 2015-A immediately prior to the Automatic Exchange shall automatically cease to have any claim or entitlement to interest or principal against the Trust or any other rights as Series 2015-A Noteholders, including any right to a guarantee by TCPL.

The TCPL Exchange Preferred Shares will carry the right to receive fixed quarterly cumulative preferential cash dividends, if, as and when declared by the Board of Directors, subject to the *Canada Business Corporations Act*, at the Perpetual Preferred Share Rate, subject to any applicable withholding tax. See "Description of TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares".

The Automatic Exchange shall occur at the Exchange Time and will be effected pursuant to the terms of the Share Exchange Agreement. As of the Exchange Time, each holder of Trust Notes Series 2015-A shall have exchanged and transferred to TCPL all of such holder's right, title and interest in and to the Trust Notes Series 2015-A and shall thereupon automatically cease to be a holder of the Trust Notes Series 2015-A.

thereof and all rights of such holder as a debtholder of the Trust (including under the guarantee b shall automatically cease and such person shall therefrom be for all purposes entitled to a right to TCPL Exchange Preferred Shares, which right shall be immediately and automatically exercised upon exercise, holders of the Trust Notes Series 2015-A will receive one TCPL Exchange Preferred Share for each U.S.\$1,000 principal amount of Trust Notes Series 2015-A previously held together with one share of TCPL Exchange Preferred Shares (including fractional shares, if applicable) calculated by dividing the amount of accrued and unpaid interest, if any, on the Trust Notes Series 2015-A, by U.S.\$1,000. The Trust Notes Series 2015-A will individually be bound by the Automatic Exchange, acting as the Automatic Exchange Trustee, on the basis contemplated by the Share Exchange Agreement.

If, following the occurrence of an Automatic Exchange Event, for any reason, any Trust Notes Series 2015-A remain outstanding and not owned by TCPL or an affiliate of TCPL, the Trust shall redeem each U.S.\$1,000 principal amount of Trust Notes Series 2015-A not so exchanged for one TCPL Exchange Preferred Share for consideration consisting of one TCPL Exchange Preferred Share plus the number of TCPL Exchange Preferred Shares (including fractional shares, if applicable) calculated by dividing the amount of accrued and unpaid interest, if any, on the Trust Notes Series 2015-A immediately preceding Series 2015-A Interest Payment Date to, but excluding, the date the Automatic Exchange Event occurs, by U.S.\$1,000. Each holder of Trust Notes Series 2015-A so redeemed shall automatically cease to be a holder thereof and all rights of such holder as a debtholder of the Trust shall automatically cease and such person shall therefrom be entitled only to the right to be issued TCPL Exchange Preferred Shares. It shall not be necessary for the Trust, in such circumstances, to provide prior written notice of redemption to holders of the Trust Notes Series 2015-A. The Trust will issue the TCPL Exchange Preferred Shares required by it for purposes of such redemption, if any, from the proceeds pursuant to the Subscription Right.

Upon an Automatic Exchange of the Trust Notes Series 2015-A for the right to receive TCPL Exchange Preferred Shares and the exercise of such right, TCPL reserves the right not to issue TCPL Exchange Preferred Shares to Ineligible Persons. In such circumstances, the Indenture Trustee will issue TCPL Exchange Preferred Shares that would otherwise be delivered to Ineligible Persons, as agents of Ineligible Persons, and the Indenture Trustee will deliver such shares to a broker retained by TCPL for the purpose of effecting the sale (to parties other than TCPL, its affiliates or other Ineligible Persons) of such Ineligible Persons of such TCPL Exchange Preferred Shares. Such sales, if any, may be made at any time and any price. Neither TCPL, the Trust nor the Indenture Trustee will be subject to any liability for failing to sell TCPL Exchange Preferred Shares on behalf of any such Ineligible Persons or at any price on any particular day. The net proceeds received by the Indenture Trustee from the sale of TCPL Exchange Preferred Shares will be divided among the Ineligible Persons in proportion to the number of TCPL Exchange Preferred Shares that would otherwise have been deliverable to them, after deducting the costs of sale and any applicable withholding taxes. The Indenture Trustee will make payment of the aggregate net proceeds to the Clearing Agency (if the Trust Notes Series 2015-A are then held in a book-entry only system) or to the registrar and transfer agent (in all other cases) for distribution to the Ineligible Persons in accordance with the Clearing Agency Procedures or otherwise.

As a precondition to the delivery of any certificate or other evidence of issuance representing TCPL Exchange Preferred Shares or related rights following an Automatic Exchange, TCPL may require the Trust to obtain from any Holder of Trust Notes Series 2015-A (and persons holding Trust Notes Series 2015-A represented by such Holder of Trust Notes Series 2015-A) a declaration of good faith and substance satisfactory to TCPL, confirming compliance with any applicable regulatory requirements and to establish that such Holder of Trust Notes Series 2015-A is not, and does not represent, an Ineligible Person.

**If the Automatic Exchange were to occur and TCPL Exchange Preferred Shares were result thereof, the benefit to TCPL of the consolidated capital raised by TCPL through the Trust Notes Series 2015-A would be lost. Accordingly, it is in the interests of TCPL to an Automatic Exchange does not occur, although the events that could give rise to an Automatic Exchange, namely the occurrence of an Automatic Exchange Event, may be beyond TCPL**

***Trust Redemption Right***

On or after June 30, 2025, the Trust may, at its option, or at the direction of TCPL, on giving more than 60 nor less than 30 days' notice to the holders of the Trust Notes Series 2015-A, redeem the Trust Notes Series 2015-A, in whole at any time or in part from time to time on any Series 2015-A Interest Payment Date. The redemption price per U.S.\$1,000 principal amount of Trust Notes Series 2015-A redeemed on any Series 2015-A Interest Payment Date will be par, together with accrued and unpaid interest to, but excluding, the date fixed for redemption. The redemption price payable by the Trust will be the redemption proceeds it receives from TCPL upon the redemption of TCPL Sub Notes. Trust Notes Series 2015-A redeemed in this regard shall be cancelled and shall not be reissued.

In the event that TCPL causes the Trust to redeem the Trust Notes Series 2015-A, or in the event that TCPL or any of its subsidiaries or other affiliates purchase any of the Trust Notes Series 2015-A and its subsidiaries or other affiliates intend (without thereby assuming a legal obligation) to do so, to the extent the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by TCPL or TCC from new issuances by TCPL or TCC or a subsidiary or affiliate of TCPL (including the Trust) during the period commencing on the 360th calendar day prior to the date of such redemption or purchase of securities which are assigned by S&P at the time of sale or issuance, a "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Trust Notes Series 2015-A to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Trust Notes Series 2015-A) if (i) the issuer credit rating assigned by S&P to TCPL is at least A- (or such similar nomenclature used by S&P or Moody's) and TCPL is comfortable that such rating would not fall below this level as a result of such redemption or purchase, or (ii) in the case of a purchase (x) such repurchase is of less than 10 percent of the aggregate principal amount of the Trust Notes Series 2015-A originally issued in any period of 12 consecutive months or (y) a maximum of 25 percent of the aggregate principal amount of the Trust Notes Series 2015-A originally issued in any period of ten consecutive years is purchased, or (iii) the Trust Notes Series 2015-A are not assigned an "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or purchase), or (iv) the Trust Notes Series 2015-A are redeemed as a result of a Rating Event (to the extent it is triggered by a change of methodology at S&P), or a Tax Event, or a Redemption Event, or a Redemption or purchase occurs on or after June 30, 2045.

***Redemption on Rating Event or Tax Event***

The Trust may, at its option, on giving not more than 60 nor less than 30 days' notice to the holders of the Trust Notes Series 2015-A, redeem all (but not less than all) of the Trust Notes Series 2015-A upon the occurrence of a Rating Event or a Tax Event. The redemption price per U.S.\$1,000 principal amount of Trust Notes Series 2015-A will be equal to par (in the case of a Tax Event) and par plus \$20 (in the case of a Rating Event), together with accrued and unpaid interest to but excluding the date fixed for redemption. Trust Notes Series 2015-A redeemed by the Trust shall be cancelled and shall not be reissued.

***Purchase for Cancellation***

The Trust Notes Series 2015-A may be purchased, in whole or in part, by the Trust, at the TCPL, in the open market or by tender or private contract. Trust Notes Series 2015-A purchased by the Trust shall be cancelled and shall not be reissued. The purchase price payable by the Trust will be in cash. It is anticipated that the purchase price would be par or slightly below par.

***Subordination***

The Trust Notes Series 2015-A will be direct unsecured subordinated obligations of the Trust. The payment of principal and interest on the Trust Notes Series 2015-A, to the extent provided in the Trust Indenture, will be subordinated in right of payment to the prior payment in full of all present and future obligations of the Trust, including obligations of the Trust and its subsidiaries, to the Trust Indenture Issuer Senior Indebtedness, and will be effectively subordinated to all indebtedness and obligations of the Trust and its subsidiaries of the Trust.

The subordination provisions and the event of default provisions of the Trust Notes Series 2015-A described herein are not likely to be relevant to the holders of the Trust Notes Series 2015-A in their capacity as creditors of the Trust since, upon the occurrence of an Automatic Exchange Event, the Automatic Exchange provisions of the Trust Notes Series 2015-A will result in the Trust Notes Series 2015-A being automatically exchanged for the right to be issued TCPL Exchange Preferred Shares effective as of the Exchange Time. See "Risk Factors - Risks Related to the Trust Notes Series 2015-A".

***Events of Default***

An event of default in respect of the Trust Notes Series 2015-A will occur only if the Trust (i) resolves to wind-up or liquidate or is ordered wound-up or liquidated (other than in respect of a transaction of the kind permitted under "Automatic Exchange - Merger, Consolidation, Sale, Lease or Conveyance" but excluding the event of any other dissolution of it, by operation of law) or (ii) makes a general assignment for the benefit of its creditors, or otherwise acknowledges its insolvency, becomes insolvent or is declared bankrupt, consents to the institution of bankruptcy or insolvency proceedings against it under any bankruptcy or insolvency or analogous laws or if a custodian, sequestrator, liquidator, receiver, receiver and manager or any other officer with similar powers is appointed of it or of its property or any part thereof which, in the opinion of the Indenture Trustee, is a substantial part thereof.

The event of default provisions of the Trust Notes Series 2015-A described herein are not likely to be relevant to holders of the Trust Notes Series 2015-A in their capacity as creditors of the Trust since, upon the occurrence of an Automatic Exchange Event, the Automatic Exchange provisions of the Trust Notes Series 2015-A will result in the Trust Notes Series 2015-A being exchanged for the right to be issued TCPL Exchange Preferred Shares effective as of the Exchange Time. See "Automatic Exchange" and "Risk Factors".

If an event of default has occurred and is continuing, and the Trust Notes Series 2015-A have already been automatically exchanged for the right to be issued TCPL Exchange Preferred Shares, the Indenture Trustee may, in its discretion and shall upon the request of holders of not less than one-third of the principal amount of Trust Notes Series 2015-A then outstanding under the Trust Indenture, cause the principal of and interest on all outstanding Trust Notes Series 2015-A to be immediately due and payable. There will be no right of acceleration in the case of a default in the performance of any covenant or condition of the Trust Indenture or TCPL in the Trust Indenture, although a legal action could be brought to enforce such covenants and conditions.

***Rights on Termination of the Trust***

The Trust may only be terminated with the approval of the holder of the Voting Trust Units. The Trust may only be terminated if no Trust Notes Series 2015-A are outstanding or if all Trust Notes Series 2015-A are held by TCPL or any of its affiliates. The holders of the Trust Notes Series 2015-A will not be required to initiate proceedings for the termination of the Trust.

TCPL will not approve the termination of the Trust unless the Trust has sufficient funds to pay the redemption price of the Trust Notes Series 2015-A.

***Guarantee by TCPL***

TCPL will guarantee, on a subordinated basis, the due and punctual payment of the principal and interest on (including, in case of default, interest on the amount in default) the Trust Notes Series 2015-A and performance by the Trust of all the Trust's obligations to the holders of the Trust Notes Series 2015-A pursuant to the Share Exchange Agreement and the Assignment and Set-Off Agreement. The payment of principal and interest under TCPL's guarantee of the Trust Notes Series 2015-A, 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 Guarantor Senior Indebtedness, and will be effectively subordinated to all indebtedness and obligations of TCPL's subsidiaries.

***Additional TCPL Covenants***

In addition to the Dividend Stopper Undertaking, TCPL will covenant for the benefit of the holders of the Trust Notes Series 2015-A, pursuant to the Share Exchange Agreement or the Assignment and Set-Off Agreement, as the case may be, that:

- (i) all of the outstanding Voting Trust Units will be held at all times, directly or indirectly, by TCPL;
- (ii) as long as any Trust Notes Series 2015-A are outstanding and held by any person other than TCPL or an affiliate of TCPL, TCPL will not take any action to cause the termination of the Trust;
- (iii) TCPL will not create or issue any TCPL Preferred Shares which, in the event of the insolvency or winding-up of TCPL, would rank in right of payment in priority to the TCPL Exchange Preferred Shares or the TCPL Deferral Preferred Shares;
- (iv) TCPL will not assign or otherwise transfer its obligations under the Share Exchange Agreement or the Assignment and Set-Off Agreement, except in the case of a consolidation, amalgamation or reorganization or a sale of substantially all of the assets of TCPL;
- (v) if the Trust Notes Series 2015-A have not been exchanged for rights to be exchanged for TCPL Exchange Preferred Shares following the Automatic Exchange, TCPL will not, without the approval by Extraordinary Resolution of the holders of the Trust Notes Series 2015-A, amend, delete or vary any terms attaching to the TCPL Exchange Preferred Shares other than amendments, deletions or variations which do not negatively impact future holders of TCPL Exchange Preferred Shares and amendments to the preferred shares of TCPL as a class; and
- (vi) prior to the issuance of any TCPL Deferral Preferred Shares in respect of a Deferral Event, TCPL will not, without the approval by Extraordinary Resolution of the holders of the Trust Notes Series 2015-A, amend, delete or vary any terms attaching to the TCPL Deferral Preferred Shares other than amendments, deletions or variations which do not negatively impact future holders of TCPL Deferral Preferred Shares and amendments that relate to the preferred shares of TCPL as a class.

***Issue of TCPL Exchange and Deferral Preferred Shares in Connection with Automatic Exchange and Deferral Event***

All corporate action necessary to authorize TCPL to issue TCPL Exchange and Deferral Preferred Shares pursuant to the terms of the Trust Notes Series 2015-A will be completed prior to the closing of the Offering.

***Share Exchange Agreement***

On the Closing Date, TCPL, the Trust and the Exchange Trustee, as trustee for the holders of Trust Notes Series 2015-A, will enter into the Share Exchange Agreement providing for the grant of certain rights and obligations relating to the Automatic Exchange. Pursuant to the Share Exchange Agreement, TCPL will grant to the Exchange Trustee for the benefit of the holders of the Trust Notes Series 2015-A the right to exchange such Trust Notes Series 2015-A for the right to be issued TCPL Exchange Preferred Shares upon an Automatic Exchange. Holders of the Trust Notes Series 2015-A will grant to TCPL the right to exchange such Trust Notes Series 2015-A for the right to be issued TCPL Exchange Preferred Shares upon an Automatic Exchange. Holders of the Trust Notes Series 2015-A will individually be bound by the Automatic Exchange, acting through the Exchange Trustee, on the basis contemplated by the Share Exchange Agreement. Pursuant to the Share Exchange Agreement, TCPL will covenant to take or refrain from taking certain actions so as to ensure that the Trust Notes Series 2015-A will receive the benefit of the Automatic Exchange, including the approval by Extraordinary Resolution of holders of the Trust Notes Series 2015-A to any amendments to the provisions of the TCPL Exchange Preferred Shares (other than any amendments relating to the TCPL Exchange Preferred Shares as a class). See "Additional TCPL Covenants" above.

***Assignment and Set-Off Agreement***

On the Closing Date, TCPL, TCC, the Trust and the Indenture Trustee, as bare trustee and on behalf of the holders of the Trust Notes Series 2015-A, will enter into the Assignment and Set-Off Agreement providing for the Dividend Stopper Undertaking and the grant of certain rights and obligations relating to the Deferral Event Subscription.

***Capital Reorganizations and Amalgamations***

If there is a capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Exchange Preferred Shares, the Share Exchange Agreement will provide that holders of the Trust Notes Series 2015-A will be entitled to receive the benefit of the Automatic Exchange provisions, after the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Exchange Preferred Shares, the number of TCPL Exchange Preferred Shares or other securities or consideration of TCPL or of a corporation resulting, surviving or continuing from the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Exchange Preferred Shares, that such holder would have received had its Trust Notes Series 2015-A been issued pursuant to the Automatic Exchange, for TCPL Exchange Preferred Shares immediately prior to the record date of the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Exchange Preferred Shares.

If there is a capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Deferral Preferred Shares, the Assignment and Set-Off Agreement will provide that holders of the Trust Notes Series 2015-A will be entitled to receive the benefit of the Deferral Event Subscription, upon a Deferral Event, after the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Deferral Preferred Shares, the number of TCPL Deferral Preferred Shares or other securities or consideration of TCPL or of a corporation resulting, surviving or continuing from the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Deferral Preferred Shares, that such holder would have received had the TCPL Deferral Preferred Shares been issued immediately prior to the record date of the capital reorganization, merger or amalgamation or sale of substantially all the assets of TCPL or a comparable transaction affecting the TCPL Deferral Preferred Shares.



***Merger, Consolidation, Sale, Lease or Conveyance***

The Trust Indenture provides that neither the Trust nor TCPL will merge, amalgamate or combine with any other person and will not sell, lease or convey all or substantially all its assets to any person. The Trust or TCPL, as applicable, shall be the continuing person, or unless the successor corporation is a person that acquires all or substantially all the assets of the Trust or TCPL, as applicable, shall elect to assume all of the covenants to be performed and conditions to be observed by the Trust or TCPL, as applicable, under the Trust Indenture, and unless immediately after such merger, amalgamation, consolidation, sale, lease or conveyance, the Trust or TCPL, as applicable, such person or such successor corporation shall not be in default in the performance of the covenants and conditions of such Trust Indenture to be performed or observed by the Trust or TCPL, as applicable.

If such successor corporation or person that acquires all or substantially all the assets of the Trust or TCPL is organized under the laws of a jurisdiction other than the laws of Canada or any province or territory thereof or the United States, any state thereof or the District of Columbia, such successor corporation or person shall assume the Trust's or TCPL's obligations, as the case may be, under the Indenture to pay Additional Amounts, with the name of such successor jurisdiction being included in addition to the name of each place that Canada appears in "Payment of Additional Amounts".

***Payment of Additional Amounts***

All payments made by or on account of any obligation of the Trust under or with respect to the Trust Notes Series 2015-A, or by or on account of any obligation of TCPL under or with respect to the Trust Notes Series 2015-A, shall be made free and clear of and without withholding or deduction for or on account of, any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) imposed or levied by or on behalf of the Government of Canada or any province or territory thereof or by any authority or agency therein having power to tax (hereinafter, "Canadian Taxes"), unless the Trust or TCPL is required to withhold or deduct Canadian Taxes by law or by the interpretation or administration thereof by the relevant authority or agency. If the Trust or TCPL is so required to withhold or deduct any amount for or on account of Canadian Taxes from any payment made under or with respect to the Trust Notes Series 2015-A, the guarantee thereof, the Trust or TCPL shall pay as additional interest such additional amounts (hereinafter, "Additional Amounts") as may be necessary so that the net amount received by each holder of the Trust Notes Series 2015-A (including Additional Amounts) after such withholding or deduction shall be not less than the amount the holder of the Trust Notes Series 2015-A would have received if such Canadian Taxes had not been withheld or deducted; provided, however, that no Additional Amounts shall be payable with respect to a payment made to a holder of the Trust Notes Series 2015-A (hereinafter an "Excluded Holder") in respect of a beneficial owner (i) with which the Trust or TCPL does not deal at arm's length (as defined in the *Income Tax Act* (Canada)) at the time of the making of such payment, (ii) which is subject to Canadian Taxes by reason of the failure to comply with any certification, identification, information reporting, documentation or other reporting requirement by a holder of the Trust Notes Series 2015-A if such compliance is required by law, regulation, administrative practice or an applicable treaty as a precondition to the payment, or a reduction in, the rate of deduction or withholding of, such Canadian Taxes, (iii) where the portion of the amount paid to such holder of the Trust Notes Series 2015-A is deemed to be a dividend payable to such Holder pursuant to subsection 214(16) of the *Income Tax Act* (Canada), or (iv) which is subject to such Canadian Taxes by reason of its carrying on business in or being connected with Canada or any province or territory thereof otherwise than by the mere holding of Trust Notes Series 2015-A. The Trust or TCPL shall make such withholding or deduction and remit the amount deducted or withheld to the relevant authority as and when required under applicable law.

If a holder of the Trust Notes Series 2015-A has received a refund or credit for any Canada tax with respect to which the Trust or TCPL has paid Additional Amounts, such holder of the Trust Notes Series 2015-A shall pay over such refund to the Trust or TCPL (but only to the extent of such Additional Amounts), net of all out-of-pocket expenses of such holder of the Trust Notes Series 2015-A together with any interest paid by the relevant tax authority in respect of such refund.

If Additional Amounts are required to be paid as a result of a Tax Event, the Trust may elect to pay such Additional Amounts from the proceeds of the redemption of the outstanding Trust Notes Series 2015-A. See "Redemption on Rating Event or Tax Event."

#### ***Amendment, Supplement and Waiver***

The Trust Indenture or the Trust Notes Series 2015-A may be amended and any existing event of default or compliance with any provision of the Trust Indenture or the Trust Notes Series 2015-A may be waived by Extraordinary Resolution; provided that, in any case, without the consent of a majority in amount of the outstanding Trust Notes Series 2015-A affected thereby, the Trust and the Trustee may (a) extend the stated maturity of the principal of the Trust Notes Series 2015-A, (b) reduce the principal amount of the Trust Notes Series 2015-A, (c) reduce the rate or extend the time of payment of interest thereon, (d) change the place at which or currency in which principal and interest payments are to be made, (e) reduce the amount of any original issue discount security payable upon acceleration of the Trust Notes Series 2015-A, (f) reduce the amount of any payment of interest or principal provable in bankruptcy or impair the right to institute suit for the enforcement of any payment on the Trust Notes Series 2015-A when due, or (g) reduce the aforesaid percentage in principal amount of the Trust Notes Series 2015-A.

#### ***Issue of Additional Trust Securities***

The Trust may, at any time and from time to time, issue additional Voting Trust Units, Trust Securities or other subordinated notes without the authorization of holders of the Trust Notes Series 2015-A. If the Trust issues additional series of subordinated notes, the rights, privileges, restrictions and conditions attached to such additional series may vary materially from the Trust Notes Series 2015-A. In no event shall the right of the holders of the Trust Notes Series 2015-A to receive interest or principal payments thereon be superior to the rights of the holders of other subordinated notes.

#### ***Governing Law***

The Indenture and the Trust Notes Series 2015-A will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### ***Book-Entry Only Form***

Upon issuance, the Trust Notes Series 2015-A will be represented by one or more fully registered global securities (the "Global Securities") registered in the name of Cede & Co. (the nominee of the Depository Trust Company (the "Clearing Agency")), or such other name as may be requested by the authorized representative of the Clearing Agency. The authorized denominations of each Trust Note Series 2015-A will be U.S.\$1,000 and integral multiples thereof. Accordingly, the Trust Notes Series 2015-A may be transferred or exchanged only through the Clearing Agency and its authorized participants. Except as described below, owners of beneficial interests in the Global Securities will be entitled to receive the Trust Notes Series 2015-A in definitive form.

Beneficial interests in the Trust Notes Series 2015-A will be represented through book-entry form by the Clearing Agency or other financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Clearing Agency. Holders of the Trust Notes Series 2015-A may elect to hold interests in the Trust Notes Series 2015-A in global form through either the Clearing Agency in the U.S. or Clearstream, société anonyme ("Clearstream, Luxembourg"), or Euroclear Bank S.A./N.V.

("Euroclear"), if they are participants in those systems, or indirectly through organizations which are participants in those systems. Clearstream, Luxembourg and Euroclear will hold interests on behalf of participants through customers' securities accounts in Clearstream, Luxembourg's and Euroclear's securities accounts in the books of their respective depositories, which in turn will hold such interests in customers' securities accounts in the depositories' names on the books of the Clearing Agency.

Each person owning a beneficial interest in a Global Security must rely on the procedures of the Clearing Agency and, if such person is not a participant, on the procedures of the participant through which such person owns its interest in order to exercise any rights of a holder under the Trust Indenture. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in certificated form. Such limits and such laws may impair the ability to transfer beneficial interests in a Global Security representing the Trust Notes Series 2015-A.

The following is based on information furnished by the Clearing Agency:

The Clearing Agency is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. The Clearing Agency holds securities that its participants ("Participants") deposit with the Clearing Agency. The Clearing Agency also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes to Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants ("Direct Participants") include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. The Clearing Agency is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for the Clearing Agency, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the Clearing Agency's system is also available to others such as securities brokers and dealers, banks, trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly ("Direct Indirect Participants") or indirectly ("Indirect Participants"). The rules applicable to the Clearing Agency and its Participants are filed with the SEC.

Purchases of the Trust Notes Series 2015-A under the Clearing Agency's system must be made through Direct Participants, which will receive a credit for such Trust Notes Series 2015-A on the Clearing Agency's records. The ownership interest of each actual purchaser of each Trust Note Series 2015-A is represented by a Global Security ("Beneficial Owner") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from the Clearing Agency of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participants or Indirect Participants through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in a Global Security representing the Trust Notes Series 2015-A will be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners of a Global Security representing the Trust Notes Series 2015-A will not receive the Trust Notes Series 2015-A in definitive form representing their ownership interests therein, except in the event that use of the book-entry system for such Trust Notes Series 2015-A is discontinued.

To facilitate subsequent transfers, the Global Securities representing the Trust Notes Series 2015-A which are deposited with the Clearing Agency are registered in the name of the Clearing Agency, Cede & Co., or such other name as may be requested by an authorized representative of the Clearing Agency. The deposit of Global Securities with the Clearing Agency and their registration in the name of Cede & Co. or such other nominee effect no change in beneficial

ownership. The Clearing Agency has no knowledge of the actual Beneficial Owners of the Global Securities representing the Trust Notes Series 2015-A; the Clearing Agency's records reflect only the identities of the Direct Participants to whose accounts such Trust Notes Series 2015-A are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their interests on behalf of their customers.

Conveyance of notices and other communications by the Clearing Agency to Direct Participants and by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements that may be in effect from time to time.

Neither the Clearing Agency nor Cede & Co. (nor such other nominee of the Clearing Agency) will consent or vote with respect to the Global Securities representing the Trust Notes Series 2015-A in accordance with usual procedures, the Clearing Agency mails an "omnibus proxy" to the Trust as soon as possible before the applicable record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to the Direct Participants to whose accounts the Trust Notes Series 2015-A are credited on the applicable record date (identified in a listing attached to the omnibus proxy).

Principal, premium, if any, and interest payments on the Global Securities representing the Trust Notes Series 2015-A will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of the Clearing Agency). The Clearing Agency's practice is to credit Direct Participants' accounts, upon the Clearing Agency's receipt of funds and corresponding detailed instructions from the Trust or the Trustee, on the applicable payment date in accordance with their respective instructions shown on the Clearing Agency's records. Payments by Participants to Beneficial Owners will be made by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name", and will be the responsibility of such Participants, not of the Clearing Agency, the applicable Trustee or us, subject to any statutory or regulatory requirements that may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of the Clearing Agency) is the responsibility of the Trust or the applicable Trustee (provided it has received funds from the Trust). Disbursement of such payments to Direct Participants shall be the responsibility of the Clearing Agency and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants.

The Clearing Agency may discontinue providing its services as securities depository with respect to the Trust Notes Series 2015-A at any time by giving reasonable notice to us or the Trustee. Under certain circumstances, in the event that a successor securities depository is not obtained, Trust Notes Series 2015-A in definitive form are required to be printed and delivered to each holder.

We may decide to discontinue use of the system of book-entry transfers through the Clearing Agency (or a successor securities depository). In that event, the Trust Notes Series 2015-A in definitive form will be printed and delivered.

Clearstream, Luxembourg advises that it is incorporated under the laws of Luxembourg as a professional depository. Clearstream, Luxembourg holds securities for its participating organizations ("Clearstream participants"), and facilitates the clearance and settlement of securities transactions for Clearstream participants through electronic book-entry changes in accounts of Clearstream participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides services for Clearstream participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg interfaces with domestic markets in several countries. As a professional depository, Clearstream, Luxembourg is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (Commission de Surveillance du Secteur Financier). Clearstream participants include recognized financial institutions around the world, including

underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and other organizations and may include the underwriters. Indirect access to Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream participant, either directly or indirectly.

Distributions with respect to interests in the Trust Notes Series 2015-A held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures, to the extent received by the Clearing Agency for Clearstream, Luxembourg.

Euroclear advises that it was created in 1968 to hold securities for participants of Euroclear (the "Euroclear System"), and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of securities certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear also provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. ("Euroclear Operator"). All clearing and settlement activities are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator. Euroclear participants include banks (including clearing banks), securities brokers and dealers and other professional financial intermediaries and may include underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System and applicable Belgian law (collectively, the "Terms and Conditions"). The Terms and Conditions govern the transfers of securities and cash within the Euroclear System, withdrawals of securities and cash from the Euroclear System, and receipts of payment with respect to securities in the Euroclear System. All securities held in the Euroclear System are held on a fungible basis without attribution of specific certificates to individual securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear participants, and has no records of or relationship with persons holding through Euroclear.

Distributions with respect to the Trust Notes Series 2015-A held beneficially through the Euroclear System will be credited to the cash accounts of Euroclear participants in accordance with the Terms and Conditions, to the extent received by the U.S. depository for the Euroclear System.

The information in this section concerning the Clearing Agency and the Clearing Agency's clearing and settlement system, Clearstream, Luxembourg and Euroclear has been obtained from sources that we believe to be reliable, but is subject to any changes to the arrangements between us and the Clearing Agency and any changes to such procedures that may be instituted unilaterally by the Clearing Agency, Clearstream, Luxembourg and Euroclear.

### ***Transfers***

Transfers of ownership of the Trust Notes Series 2015-A will be effected only through records maintained by the Clearing Agency for such Trust Notes Series 2015-A with respect to interests of Euroclear Participants and on the records of Participants with respect to interests of persons other than Euroclear Participants. Holders of the Trust Notes Series 2015-A who are not Participants, but who desire to purchase or otherwise transfer ownership of or other interests in the Trust Notes Series 2015-A, may do so only through Euroclear Participants. The ability of a holder to pledge Trust Notes Series 2015-A or otherwise take action with respect to such holder's interest in Trust Notes Series 2015-A (other than through a Participant) is limited due to the lack of a physical certificate. See "Risk Factors - Risks Related to the Trust Notes Series 2015-A - Liquidity of and Dealings in Trust Notes Series 2015-A".

***Payments and Deliveries***

As long as the Clearing Agency is the registered owner of the Trust Notes Series 2015-A, the Clearing Agency will be considered the sole owner of the Trust Notes Series 2015-A for the purposes of making payments on the Trust Notes Series 2015-A or the delivery of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares upon the occurrence of an Automatic Exchange or Deferral Event, as the case may be. Payments of interest in respect of Trust Notes Series 2015-A will be made by the Trust to the Clearing Agency as the registered holder of the Trust Notes Series 2015-A and the Trust understands that such payments will be forwarded by the Clearing Agency to Participants in accordance with the Clearing Agency Procedures. Deliveries of TCPL Exchange Preferred Shares in respect of the exercise or operation of an Automatic Exchange or TCPL Deferral Preferred Shares in connection with a Deferral Event in the circumstances described under "Automatic Exchange" and "Deferral Right" will be made by the Trust, as the case may be, to the Clearing Agency as the registered holder of the Trust Notes Series 2015-A and TCPL and the Trust understand that such shares will be forwarded by the Clearing Agency to Participants in accordance with the Clearing Agency Procedures. As long as the Trust Notes Series 2015-A are held in the Clearing Agency book-entry only system, the responsibility and liability of the Trust and TCPL in respect of the Trust Notes Series 2015-A is limited to making payment of any amount due on the Trust Notes Series 2015-A and/or making delivery of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares in respect thereof to the Clearing Agency.

***The Voting Trust Units***

Pursuant to the Declaration of Trust, the Trust may issue an unlimited number of Voting Trust Units. TCPL will at all times own, directly or indirectly, all of the Voting Trust Units. The following is a summary of the rights, privileges, restrictions and conditions attaching to the Voting Trust Units. This summary is qualified in its entirety by the provisions of the Declaration of Trust.

***Voting Rights***

The Declaration of Trust provides that a holder of Voting Trust Units is entitled to vote in respect of the Trust among other things: (i) the termination of the Trust as set forth under "Description of the Trust Securities Trust Notes Series 2015-A Rights on Termination of the Trust"; (ii) the removal and replacement of the Trustee; and (iii) the removal and replacement of the Administrative Agent.

***Distributions***

TCPL or affiliates of TCPL, as holders of the Voting Trust Units, shall be entitled to receive their proportionate share of distributable funds on all assets of the Trust, if any, of the Trust remaining after discharge of the obligations of the Trust to creditors, including the holders of the Trust Notes Series 2015-A.

***Redemption, Repurchase***

The Trust, with the consent of the holder of the Voting Trust Units, may redeem all or part of the Voting Trust Units at any time but will not redeem all unless there are no Trust Notes Series 2015-A outstanding and held by any person other than TCPL or any of its affiliates. In addition, TCPL may request the Trust to repurchase at any time all, or from time to time part, of the Voting Trust Units but the Trust is not required to repurchase all of the Voting Trust Units unless there are no Trust Notes Series 2015-A outstanding and held by any person other than TCPL or any of its affiliates.

***Rights on Termination of the Trust***

In the event of a termination of the Trust, after the discharge of the obligations of the Trust to the creditors, TCPL and/or its affiliates, as holders of the Voting Trust Units, will be entitled to the remaining assets of the Trust.

## DESCRIPTION OF TCPL EXCHANGE PREFERRED SHARES AND TCPL DEFERRAL PREFERRED SHARES

The following is a summary of the rights, privileges, restrictions and conditions attaching to the TCPL Exchange Preferred Shares and the TCPL Deferral Preferred Shares (collectively, the "TCPL Exchange Preferred Shares and the TCPL Deferral Preferred Shares"). This summary is qualified in its entirety by the articles and by-laws of TCPL and the actual terms and conditions of the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares, respectively.

### *Issue Price*

The TCPL Exchange and Deferral Preferred Shares will have an issue price of U.S.\$1,000 per share.

### *Dividends*

Holder of TCPL Exchange and Deferral Preferred Shares will be entitled to receive fixed or floating preferential cash dividends, if, as and when declared by the Board of Directors, subject to the *Canada Business Corporations Act*, equal to the Perpetual Preferred Share Rate, payable on each quarterly payment date, subject to applicable withholding tax. If the Board of Directors does not declare the dividend or any part thereof, on the TCPL Exchange and Deferral Preferred Shares on or before the dividend payment date for a particular quarterly period, such dividend or the unpaid part thereof shall be paid on a date or dates to be determined by the Board of Directors on which TCPL shall have sufficient funds properly available, under the provisions of applicable law and under the provisions of any trust instrument governing bonds, debentures or other securities of TCPL, for the payment of the same.

### *Redemption of the TCPL Exchange Preferred Shares*

The TCPL Exchange Preferred Shares will not be redeemable by TCPL on or prior to the date that is ten years from the Closing Date. After that date, but subject to the provisions of the *Canada Business Corporations Act* and the provisions described below under "Restrictions on Dividends and Retirement of TCPL Exchange Preferred Shares", TCPL may redeem at any time all, or from time to time any part, of the outstanding TCPL Exchange Preferred Shares, without the consent of the holders, on not more than 60 days and not less than 30 days prior notice, by the payment of an amount in cash for each such share so redeemed of U.S.\$1,000 per share together with an amount equal to all accrued and unpaid dividends thereon, subject to any applicable withholding tax.

### *Redemption of the TCPL Deferral Preferred Shares*

Subject to the provisions of the *Canada Business Corporations Act* and the provisions described below under "Restrictions on Dividends and Retirement of TCPL Deferral Preferred Shares", TCPL may redeem at any time all, or from time to time any part, of the outstanding TCPL Deferral Preferred Shares, without the consent of the holders, on not more than 60 days and not less than 30 days prior notice, by the payment of an amount in cash for each such share so redeemed of U.S.\$1,000 per share together with an amount equal to all accrued and unpaid dividends thereon, subject to any applicable withholding tax.

### *Presentation for Redemption or Sale*

A redemption or sale to TCPL of TCPL Exchange Preferred Shares and/or TCPL Deferral Preferred Shares, as applicable, will be effected by the holder transferring such holder's TCPL Exchange Preferred Shares and/or TCPL Deferral Preferred Shares to be redeemed or sold, as the case may be, to the TCPL in the Clearing Agency (or, in the event that the TCPL Exchange

Preferred Shares and/or TCPL Deferral Preferred Shares are not then issued in book-entry only form, but are deposited with the transfer agent for the TCPL Exchange Preferred Shares and/or TCPL Deferral Preferred Shares, at one of its principal offices, certificates representing such TCPL Exchange Preferred Shares and/or TCPL Deferral Preferred Shares).

***Purchase for Cancellation***

On or after the date that is ten years after the Closing Date in the case of the TCPL Exchange Preferred Shares, and at any time after the date of issuance of such shares in the case of the TCPL Deferral Preferred Shares, but, in either case, subject to the provisions described below under " Restrictions on Dividends and Retirement of TCPL Exchange Preferred Shares" and " Restrictions on Dividends and Retirement of TCPL Deferral Preferred Shares", respectively, TCPL may, purchase for cancellation any TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares in the open market or by tender or private contract, at any price, subject to any applicable withholding tax. Any such shares purchased by TCPL shall be cancelled and shall not be reissued.

***Rights on Liquidation***

In the event of the liquidation, dissolution or winding-up of TCPL, the holders of the TCPL Exchange Preferred Shares and Deferral Preferred Shares shall be entitled to receive U.S.\$1,000 per share (less any amount that has been returned to holders as a return of capital), together with all accrued and unpaid dividends, subject to any applicable withholding tax, before any amount shall be paid or any assets of TCPL shall be distributed to the holders of TCPL Common Shares or any shares ranking junior to the TCPL Exchange Preferred Shares. The holders of the TCPL Exchange and Deferral Preferred Shares shall not be entitled to any share in any further distribution of the property or assets of TCPL.

***Restrictions on Dividends and Retirement of TCPL Exchange Preferred Shares***

So long as any of the TCPL Exchange Preferred Shares are outstanding, TCPL will not, without the approval of the holders of the TCPL Exchange Preferred Shares, given as specified below:

- (i) declare any dividend on the TCPL Common Shares or any other shares ranking junior to the TCPL Exchange Preferred Shares (other than stock dividends on shares ranking junior to the TCPL Exchange Preferred Shares); or
- (ii) redeem, purchase or otherwise retire any TCPL Common Shares or any other shares ranking junior to the TCPL Exchange Preferred Shares (except out of the net proceeds of a substantially concurrent issue of shares ranking junior to the TCPL Exchange Preferred Shares); or
- (iii) redeem, purchase or otherwise retire: (i) less than all the TCPL Exchange Preferred Shares; or (ii) except pursuant to any purchase obligation, sinking fund, redemption privilege or mandatory redemption provisions attaching to any series of preferred shares of TCPL, any other shares ranking on a parity with the TCPL Exchange Preferred Shares;

unless, in each case, all dividends on the TCPL Exchange Preferred Shares and on all other shares ranking junior to or on a parity with the TCPL Exchange Preferred Shares, have been declared and paid or provided for payment.



***Restrictions on Dividends and Retirement of TCPL Deferral Preferred Shares***

So long as any of the TCPL Deferral Preferred Shares are outstanding, TCPL shall not, without the approval of the holders of the TCPL Deferral Preferred Shares:

- (i) declare any dividend on the TCPL Common Shares or any other shares ranking junior to the TCPL Deferral Preferred Shares (other than stock dividends on shares ranking junior to the TCPL Deferral Preferred Shares); or
- (ii) redeem, purchase or otherwise retire any TCPL Common Shares or any other shares ranking junior to the TCPL Deferral Preferred Shares (except out of the net proceeds of a substantially concurrent issue of shares ranking junior to the TCPL Deferral Preferred Shares).

In addition, so long as any of the TCPL Deferral Preferred Shares are outstanding TCPL shall not, without the approval of the holders of the TCPL Deferral Preferred Shares, redeem, repurchase or otherwise retire: (i) less than all of the TCPL Deferral Preferred Shares; or (ii) except pursuant to any purchase obligation, sinking fund, retraction privilege, or mandatory redemption provisions attaching to any other shares of TCPL, any other shares ranking *pari passu* with the TCPL Deferral Preferred Shares, unless, in each case, all dividends payable on the TCPL Deferral Preferred Shares, and on all other shares ranking prior to or *pari passu* with the TCPL Deferral Preferred Shares, have been declared and set apart for payment.

***Issue of Additional Series of TCPL Preferred Shares***

TCPL may issue other series of TCPL Preferred Shares without the authorization of the holders of the TCPL Exchange and Deferral Preferred Shares, as applicable.

***Shareholder Approvals***

The approval of any amendments to the rights, privileges, restrictions and conditions attaching to the TCPL Exchange and Deferral Preferred Shares, respectively, may be given by a resolution carried by an affirmative vote of not less than 66<sup>2</sup>/<sub>3</sub>% of the votes cast at a meeting of holders of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, as applicable, at which at least a majority of the outstanding TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, as applicable, are represented or, if no quorum is present at such meeting, at a meeting following such adjourned meeting in which no quorum requirement would apply. Pursuant to the Share Exchange Agreement and the Set-Off Agreement, TCPL will covenant that for so long as the Trust Notes Series 2015-A are outstanding no amendment will be made to the rights, privileges, restrictions and conditions of the TCPL Exchange Preferred Shares and the TCPL Deferral Preferred Shares, respectively, (other than amendments relating to the TCPL Preferred Shares as a class) without the prior approval of the holders of the Trust Notes Series 2015-A by Extraordinary Resolution.

***Voting Rights***

The holders of the TCPL Exchange and Deferral Preferred Shares, as applicable, will not be entitled to receive notice of or to attend or to vote at any meeting of the shareholders of TCPL unless and until such time as TCPL shall fail to pay in aggregate six quarterly dividends on the TCPL Exchange and Deferral Preferred Shares, as applicable, whether or not consecutive and whether or not dividends have been declared and voted on, or if not there are any monies of TCPL properly applicable to the payment of dividends. In that event the holders of the TCPL Exchange and Deferral Preferred Shares, as applicable, will be entitled to receive notice of and to attend, all meetings of shareholders and will be entitled to one vote for each share held. The voting rights of the holders of the TCPL Exchange and

Deferral Preferred Shares shall forthwith cease upon payment by TCPL of all arrears of dividends on outstanding TCPL Exchange and Deferral Preferred Shares, as applicable, unless and until six quarters after the date of payment. Dividends on the TCPL Exchange and Deferral Preferred Shares shall again be in arrears and unpaid until such time as all such dividends are paid.

***Tax Election***

The TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares will be "taxable Canadian shares" as defined in the Tax Act for purposes of the tax under Part IV.1 of the Tax Act. The terms of the TCPL Exchange and Deferral Preferred Shares will require TCPL to make the necessary election under Part VI.1 of the Tax Act so that corporate holders will not be subject to the tax under Part IV.1 of the Tax Act on dividends received (or deemed to be received) on the TCPL Exchange and Deferral Preferred Shares. See "Canadian Federal Income Tax Considerations".

***Book-Entry Only Form***

Unless TCPL elects otherwise, the TCPL Exchange Preferred Shares and TCPL Deferral Preferred Shares will be issued in "book-entry only" form and, subject to the limitations applicable to the TCPL Exchange and Deferral Preferred Shares described under "Description of the Trust Securities Trust Notes Series 2015-A Deferral Right", may be purchased, held and transferred in substantially the same manner as the Trust Notes Series 2015-A. See "Description of the Trust Securities Trust Notes Series 2015-A Book-Entry Only Form".

**DESCRIPTION OF THE TCPL SUB NOTES**

The following is a summary of the terms and conditions attaching to the TCPL Sub Notes. This summary is qualified in its entirety by the terms of the TCPL Sub Notes.

***Interest and Maturity***

Each TCPL Sub Note will be dated as of the Closing Date and will mature on June 30, 2075. From the Closing Date to June 30, 2025, TCPL will pay interest on the TCPL Sub Notes in equal semi-annual installments on June 30 and December 31 of each year. Notwithstanding the foregoing, assuming the TCPL Sub Notes are issued on [redacted], 2015, the first interest payment on the TCPL Sub Notes on December 31, 2015 will be in the amount of U.S.\$ [redacted] per U.S.\$1,000 principal amount of TCPL Sub Note. From September 30, 2025, TCPL will pay interest on the TCPL Sub Notes on every March 31, June 30, September 30 and December 31 of each year during which the TCPL Sub Notes are outstanding until June 30, 2075 (each such semi-annual or quarterly date, as applicable, a "TCPL Sub Note Interest Payment Date").

From the Closing Date to, but excluding, June 30, 2025, the interest rate on the TCPL Sub Notes will be fixed at [redacted] % per annum, payable in arrears. Starting on June 30, 2025, and on every March 31, June 30, September 30 and December 31 of each year during which the TCPL Sub Notes are outstanding thereafter until June 30, 2075 (each such date, a "TCPL Sub Notes Interest Reset Date"), the interest rate on the TCPL Sub Notes will be reset as follows: (i) starting on June 30, 2025, on every TCPL Sub Note Interest Reset Date, until June 30, 2045, the interest rate on the TCPL Sub Notes will be reset at an interest rate per annum equal to the three month LIBOR plus [redacted] %, payable in arrears, with the first payment at such rate being on September 30, 2025 and, (ii) starting on June 30, 2045, on every TCPL Sub Note Interest Reset Date, until June 30, 2075, the interest rate on the TCPL Sub Notes will be reset on each TCPL Sub Note Interest Reset Date at an interest rate per annum equal to the three month LIBOR plus [redacted] % payable in arrears, with the first payment at such rate being on September 30, 2045.

In addition to the TCPL Sub Notes, the Trust may acquire other assets from time to time. The assets to be acquired from the subscription by TCPL, directly or indirectly, for Voting Trust Units of U.S.\$5,001,000 under the Subscription Agreements will be used by the Trust to pay its expenses of the Offering. To the extent that there is a funding shortfall, the Trust will borrow the necessary amount from TCPL under the Credit Agreement.

#### ***Redemption at the Option of TCPL***

On or after June 30, 2025 TCPL may, at its option, on giving not more than 60 nor less than 30 days' notice to the holder of the TCPL Sub Notes, redeem the TCPL Sub Notes, in whole at any time or in part from time to time. The redemption price per U.S.\$1,000 principal amount redeemed on any TCPL Sub Note Interest Reset Date will be par, together in either case with accrued and unpaid interest to but excluding the date fixed for redemption. The TCPL Sub Notes redeemed shall be cancelled and shall not be reissued.

If TCPL has redeemed the TCPL Sub Notes, in whole or in part, the Trust will be required to redeem the corresponding principal amount of the Trust Notes Series 2015-A. It is the intention of the Trust to use the proceeds of redemption received in respect of the TCPL Sub Notes to make payment to the holders of the Trust Notes Series 2015-A to be redeemed, as required.

Notwithstanding the foregoing, in the event that the Trust elects to redeem the Trust Notes Series 2015-A as a result of a Rating Event or Tax Event, TCPL shall redeem a corresponding principal amount of TCPL Sub Notes, at a redemption price per \$1,000 principal amount of TCPL Sub Note equal to par (in the case of a Tax Event) or par plus \$20 (in the case of a Rating Event), together with accrued and unpaid interest to, but excluding, the date fixed for redemption.

#### ***Redemption on Tax or Rating Event***

TCPL may, at its option, on giving not more than 60 nor less than 30 days' notice to the holder of the TCPL Sub Notes, redeem all (but not less than all) of the TCPL Sub Notes upon the occurrence of a Rating Event or a Tax Event. The redemption price per U.S.\$1,000 principal amount of the TCPL Sub Note equal to par (in the case of a Tax Event) or par plus \$20 (in the case of a Rating Event), together with accrued and unpaid interest to but excluding the date fixed for redemption.

#### ***Events of Default***

An event of default in respect of the TCPL Sub Notes will occur only if TCPL (i) resolves to liquidate or is ordered wound-up or liquidated (other than in respect of certain transactions permitted under the TCPL Sub Note Trust Indenture similar to the transactions described under "Description of Trust Securities - Merger, Consolidation, Sale, Lease or Conveyance" above, or in the event of a dissolution of the TCPL, by operation of law) or (ii) makes a general assignment for the benefit of its creditors, or otherwise acknowledges its insolvency, becomes insolvent or is declared bankrupt or to the institution of bankruptcy or insolvency proceedings against it under any bankruptcy, insolvency or analogous laws or if a custodian, sequestrator, liquidator, receiver, receiver and manager or any other person with similar powers is appointed of TCPL or of the property of TCPL or any part thereof which, in the opinion of the trustee under the TCPL Sub Note Trust Indenture, a substantial part thereof.

The event of default provisions of the TCPL Sub Notes described herein are not likely to be triggered by the holders of the Trust Notes Series 2015-A since the Automatic Exchange provisions of the Trust Notes Series 2015-A will result in the Trust Notes Series 2015-A being exchanged for the right to receive TCPL Exchange Preferred Shares effective as of the Exchange Time. Failure by TCPL to make payments to satisfy its other obligations under the TCPL Sub Notes will not entitle the Trust to accelerate the TCPL Sub Notes.

*Priority of the TCPL Sub Notes*

The TCPL Sub Notes are junior unsecured subordinated obligations of TCPL. The payment and interest on the TCPL Sub Notes, to the extent provided in the Indenture, will be subordinated to the prior payment in full of all present and future TCPL Senior Indebtedness, and will be effectively subordinated to all indebtedness and obligations of TCPL's subsidiaries. See "Risk Factors Related to the Trust Notes - Series 2015-A".

**CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**

In the opinion of Stikeman Elliott LLP, Canadian tax counsel to the Trust and TCPL, and N. Fulbright Canada LLP, counsel to the Underwriters, the following is a summary of the principal federal income tax considerations generally applicable to a holder of Trust Notes - Series 2015-A who acquires Trust Notes - Series 2015-A under the Offering and who, for purposes of the Tax Act at relevant times, (i) is not, and is not deemed to be, resident in Canada, (ii) deals at arm's length with respect to TCPL or the Trust or any of their respective affiliates, (iii) deals at arm's length with a transferee resident (or deemed to be resident) in Canada to whom the Holder disposes of a Trust Note - Series 2015-A, (iv) is not a financial institution, and (v) holds Trust Notes - Series 2015-A, TCPL Exchange and Deferral Preferred Shares as capital property (a "Non-Resident Holder"). Generally, Trust Notes - Series 2015-A and TCPL Exchange and Deferral Preferred Shares will be considered to constitute capital property to a Non-Resident Holder provided that the Non-Resident Holder does not acquire Trust Notes - Series 2015-A or TCPL Exchange and Deferral Preferred Shares in the course of or in connection with the business of buying and selling securities and has not acquired them in one or more transactions that constitute an adventure in the nature of trade. Special rules, which are not discussed in this summary, may apply to certain Non-Resident Holders that are (i) insurers carrying on an insurance business in Canada or elsewhere or (ii) an "authorized foreign bank" (as defined in the Tax Act).

This summary is based upon the current provisions of the Tax Act and the regulations issued thereunder in force as of the date hereof, and all specific proposals to amend the Tax Act and the regulations (the "Proposals") and counsel's understanding of the administrative policies and assessing practices of the CRA as published in writing by the CRA prior to the date hereof. This summary is not exhaustive of all federal income tax considerations and, except for the Tax Proposals, does not take into account or consider 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 income 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 their current form, if proposed, no assurance can be given that such proposals will be enacted in their current form, or at all.

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Trust Notes - Series 2015-A, TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares are determined in Canadian dollars. Any such amount that is expressed or denominated in a currency other than Canadian dollars must be converted into Canadian dollars using the relevant exchange rate quoted by the Bank of Canada at noon on the relevant day or such other rate of exchange acceptable to the Minister of National Revenue (Canada).

**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 Non-Resident Holder and no representation is made with respect to the income tax consequences to any particular Non-Resident Holder is made. Prospective purchasers of Trust Notes - Series 2015-A should consult their own tax advisors with respect to the consequences of acquiring, holding and disposing of Trust Notes - Series 2015-A.**

**Trust Notes Series 2015-A**

***Interest on and disposition of the Trust Notes Series 2015-A***

Under the Tax Act, interest, principal and premium, if any, paid or credited, or deemed to be credited to a Non-Resident Holder on Trust Notes Series 2015-A, including any interest that is paid on behalf of a Non-Resident Holder to acquire TCPL Deferral Preferred Shares upon a Deferral Event, and any interest that is paid to the Non-Resident Holder by the issuance of rights to acquire TCPL Exchange Preferred Shares upon an Automatic Exchange, will be exempt from Canadian non-resident withholding tax. No other taxes on income (including taxable capital gains) will be payable under the Tax Act in respect of the acquisition, holding, redemption or disposition of Trust Notes Series 2015-A, or the receipt of interest, premium or principal thereon by a Non-Resident Holder solely as a consequence of such acquisition, holding, redemption or disposition of Trust Notes Series 2015-A.

***Rights under Automatic Exchange and Deferral Event Subscription***

TCPL and the Exchange Trustee have been advised by HSBC Securities (USA) Inc. and CR Securities (USA) LLC, that the value to Non-Resident Holders of the rights under each of the Automatic Exchange and the Deferral Event Subscription is nominal and, therefore, TCPL is of the view that the amount should be allocated to such rights. However, this determination is not binding on the CR

***Deferral Event***

A Non-Resident Holder may acquire TCPL Deferral Preferred Shares upon the occurrence of a Deferral Event. The cost to a Non-Resident Holder of the TCPL Deferral Preferred Share received will be equal to the amount of interest that is applied on behalf of such Non-Resident Holder to acquire such share.

***Automatic Exchange***

An exchange of Trust Notes Series 2015-A by a Non-Resident Holder for rights to acquire TCPL Exchange Preferred Shares pursuant to an Automatic Exchange will result in a disposition of such Trust Notes Series 2015-A for purposes of the Tax Act for proceeds equal to the fair market value of the TCPL Exchange Preferred Shares which the Non-Resident Holder has the right to acquire, not including interest. The amount considered to be interest. A Non-Resident Holder will not generally be subject to tax under the Tax Act in respect of such disposition or the exercise of such rights to acquire TCPL Exchange Preferred Shares. The aggregate cost to a Non-Resident Holder of the TCPL Exchange Preferred Shares ultimately received on an Automatic Exchange will be equal to the fair market value thereof at the time received.

**TCPL Exchange and Deferral Preferred Shares**

***Dividends***

A dividend (including a deemed dividend) received on TCPL Exchange and Deferral Preferred Shares by a Non-Resident Holder will generally be subject to Canadian non-resident withholding tax under the Tax Act at a rate of 25 percent, subject to any reduction in the rate of such withholding under the provisions of an income tax treaty or convention. For a Non-Resident Holder who is a resident of the United States and who qualifies for the *Canada- United States Tax Convention*, the rate of withholding will generally be 15 percent or such other applicable rate pursuant to the income tax treaty.

***Dispositions***

A Non-Resident Holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares who disposes of or is deemed to dispose of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares (other than as discussed under "*Redemption or Other Acquisition by TCPL*") will not be subject to tax in respect of any capital gain realized on a disposition of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares unless the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares constitute "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Holder at the time of the disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention. The TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares will be considered taxable Canadian property if such shares are not listed on a designated stock exchange and, at any time during the 60-month period immediately preceding the disposition, the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares derived (directly or indirectly) more than 50 percent of their fair market value from real or immovable property situated in Canada, Canadian resource properties, timber properties or options or interests in respect of any such property, all as defined for the purposes of the Tax Act.

If the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares are considered taxable Canadian property to the Non-Resident Holder, a disposition or deemed disposition of such TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares (other than as discussed under "*Redemption or Other Acquisition by TCPL*") will generally give rise to a capital gain (or a capital loss) equal to the amount of the proceeds of disposition of such TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares to the Non-Resident Holder. Generally, one half of any such capital gain must be included in the Non-Resident Holder's income for the year and one half of any such capital loss must be deducted against taxable capital gains realized from dispositions of taxable Canadian property. Certain excess allowable capital losses from the disposition of taxable Canadian property may be claimed in any of the three preceding taxation years or any other taxation year subject to the rules contained in the Tax Act.

An applicable income tax treaty or convention may apply to exempt a Non-Resident Holder from tax under the Tax Act in respect of a disposition of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, as the case may be, notwithstanding that such shares may constitute taxable Canadian property.

***Redemption or Other Acquisition by TCPL***

If TCPL redeems for cash or otherwise acquires the TCPL Exchange Preferred Shares or TCPL Deferral Preferred 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 Non-Resident Holder will be deemed to have received a dividend equal to the amount, if any, paid by TCPL in excess of the paid-up capital of such shares for the purposes of the Tax Act at such time. Such deemed dividend will be subject to the treatment described 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 on the disposition of such shares. In the case of a corporate shareholder, it is possible that in certain circumstances all or part of the amount so deemed to be a dividend may be treated as proceeds of disposition and not as a dividend.

### CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of the material U.S. federal income tax considerations of the purchase, ownership and disposition of the Trust Notes Series 2015-A. Except where noted, this discussion only applies to Trust Notes Series 2015-A that are held as capital assets by holders of the Trust Notes Series 2015-A upon their original issuance at their initial offering price. This discussion does not describe all of the material tax considerations that may be relevant to holders in light of particular circumstances or to holders subject to special rules, such as certain financial institutions, companies, tax-exempt entities, certain former citizens or residents of the United States, dealers and traders in securities, persons holding the Trust Notes Series 2015-A as part of a hedge, straddle or integrated transaction or persons whose functional currency is not the U.S. dollar. In addition, this discussion does not address the effect of any state, local, foreign or other tax laws or any U.S. federal estate tax or alternative minimum tax considerations. This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all as in effect on the date hereof, and all of which are subject to change or interpretation, possibly with retroactive effect, so as to result in U.S. federal income tax consequences that are different from those discussed below.

As used in this prospectus, the term "U.S. Holder" means a beneficial owner of Trust Notes Series 2015-A that is for U.S. federal income tax purposes:

an individual citizen or resident of the United States;

a corporation (or other entity taxable as a corporation) created or organized in accordance with the laws of the United States, any state thereof or the District of Columbia;

an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust with respect to which (i) a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or (ii) a valid election is in effect under applicable Treasury regulations to be treated as a U.S. person.

The term "Non-U.S. Holder" means a beneficial owner of Trust Notes Series 2015-A that is not a U.S. Holder or a partnership (or other entity treated as a partnership for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) is a holder of Trust Notes Series 2015-A, the tax treatment of the partnership and its partners will generally depend on the status of the partner and the activities of the partnership and its partners. If you are a partner in a partnership (or other entity that is treated as a partnership for U.S. federal income tax purposes), you should consult your own tax advisors regarding the U.S. federal income tax considerations of the purchase, ownership and disposition of Trust Notes Series 2015-A.

Persons considering the purchase of Trust Notes Series 2015-A should consult their own tax advisors regarding the U.S. federal income tax considerations relating to the purchase, ownership and disposition of Trust Notes Series 2015-A in light of their particular circumstances, as well as the effect of any state, local, foreign or other tax laws.

**Trust Notes Series 2015-A**

***Characterization of the Notes***

The characterization of instruments such as the Notes as debt or equity is based on a variety of factors, none of which are determinative. While the Company believes that the Notes should be treated as debt, it intends to take that position, there is no certainty that the IRS or a court will agree with that position. If the Notes were treated as equity then the holders would be treated as owning an interest in the Trust and the Trust will be a pass-through for U.S. federal income tax purposes the holders would be allocated their share of the property owned by the Trust in lieu of the treatment described below. Thus, the holders would recognize dividend income to the extent that the Trust receives dividends. The treatment of such income is discussed below.

***Interest on the Trust Notes Series 2015-A***

Under applicable Treasury regulations, the possibility that interest on the Trust Notes Series 2015-A might be deferred could result in the Trust Notes Series 2015-A being treated as issued with original issue discount ("OID"), notwithstanding that the Trust Notes Series 2015-A are issued at par, unless the likelihood of such deferral is remote. We believe that the likelihood of interest deferral on the Trust Notes Series 2015-A is remote within the meaning of the Treasury regulations and therefore the possibility of such deferral will not result in the Trust Notes Series 2015-A being treated as issued with OID. Based on the foregoing, we believe that, although the matter is not free from doubt, the Trust Notes Series 2015-A will not be considered to be issued with OID. Accordingly, interest paid on the Trust Notes Series 2015-A will be taxable to a U.S. Holder as ordinary interest income at the time it is received in accordance with such U.S. Holder's method of accounting for U.S. federal income tax purposes. Interest on Trust Notes Series 2015-A will be treated as arising from foreign sources for foreign tax credit purposes. The rules relating to foreign tax credits and the timing thereof are complex. U.S. Holders should consult their own tax advisers regarding the availability of a foreign tax credit and the application of foreign tax credit limitations to their particular circumstances.

However, there can be no assurance that the IRS or a court will agree with this position. If the possibility of interest deferral were determined not to be remote, the Trust Notes Series 2015-A would be treated as issued with OID at the time of issuance and all stated interest would be treated as OID income. In that case, a U.S. Holder would be required to include stated interest in income as it accrues, regardless of the method of accounting, using a constant yield method, and actual cash payments of interest on the Trust Notes Series 2015-A would not be reported as taxable income.

Further, during any deferral period, the Trust Notes Series 2015-A will be treated as issued with OID at the time of such deferral and all stated interest due after such deferral will be treated as OID income. Consequently, a U.S. Holder of Trust Notes Series 2015-A would be required to include OID income in the manner described above even though the Trust would not make any actual cash payments to the holders of Trust Notes Series 2015-A during a deferral period.

***Dispositions***

Upon the sale, exchange, redemption or retirement of a note, a U.S. Holder will generally recognize a gain or loss equal to the difference between the amount realized (less any accrued interest not previously included in the U.S. Holder's income, which will be taxable as ordinary income) on the sale, exchange, redemption or retirement and such U.S. Holder's adjusted tax basis in the note. Assuming that we do not exercise our option to require deferral of payment of interest on the Trust Notes Series 2015-A and a Deferral Event does not otherwise occur and that the Trust Notes Series 2015-A are not deemed to be issued with OID, a U.S. Holder's adjusted tax basis in the Trust Notes Series 2015-A generally will be the purchase price. If the Trust Notes Series 2015-A



are deemed to be issued with OID, a U.S. Holder's tax basis in the Trust Notes Series 2015-A will be its initial purchase price, increased by OID previously includible in that U.S. Holder's gross income on the date of disposition and decreased by payments received on the Trust Notes Series 2015-A since that date, including the date that the Trust Notes Series 2015-A were deemed to be issued with OID. The exchange generally will be capital gain or loss and generally will be long-term capital gain or loss if the Trust Notes Series 2015-A have been held for more than one year. A U.S. Holder that is an individual is not entitled to preferential treatment for net long-term capital gains. The ability of a U.S. Holder to deduct capital losses is limited. Gain or loss recognized by a U.S. Holder on a sale or other disposition of Trust Notes Series 2015-A generally will be U.S. source gain or loss for foreign tax credit purposes.

#### ***Automatic Exchange***

The exchange of Trust Notes Series 2015-A for TCPL Exchange Shares pursuant to the Automatic Exchange should be treated as a tax free recapitalization for U.S. federal income tax purposes. Taxable income, gain or loss will be recognized on the exchange except to the extent that there is accrued interest at the time of the exchange. Any TCPL Exchange Shares will be treated as first being received for the accrued but unpaid interest and the remainder will be treated as received in exchange for the Trust Notes Series 2015-A. The holding period for the TCPL Exchange Shares received in the exchange will include the holding period for the Trust Notes Series 2015-A.

#### ***Deferral Note Subscription***

The acquisition of Deferral Preferred Shares upon the occurrence of a Deferral Event will be treated as a purchase of the Deferral Preferred Shares for an amount equal to the interest income that was accrued with respect to such Deferral Event.

#### **TCPL Exchange and Deferral Preferred Shares**

#### ***Dividends***

U.S. Holders of TCPL Exchange and Deferral Preferred Shares will include in gross income the amount of any distributions paid, before reduction for Canadian withholding taxes, by TCPL out of its current or accumulated earnings and profits, as determined for U.S. federal income tax purposes, when the dividend is actually or constructively received by the U.S. Holder. Distributions of current and accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be treated as a return of capital to the extent of the U.S. Holder's basis in its TCPL Exchange and Deferral Preferred Shares and thereafter as capital gain.

Currently, dividends paid by a "qualified foreign corporation" to individual U.S. Holders who meet certain holding period requirements will be taxable at a maximum tax rate of 20%. TCPL expects to constitute a qualified foreign corporation for U.S. federal income tax purposes and that distributions to individual U.S. Holders that are treated as dividends for U.S. federal income tax purposes will be treated as qualified dividend income eligible for such reduced maximum rates, provided the applicable holding period requirements are met. If distributions by TCPL do not qualify for this reduced maximum rate, U.S. Holders will be subject to tax on such distributions at ordinary income rates.

Distributions by TCPL that are treated as dividends for U.S. federal income tax purposes generally will not be eligible for the dividends-received deduction generally allowed to U.S. corporations in respect of dividends received from certain other corporations. The amount of such distributions included in the income of a U.S. Holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares will be the U.S. dollar value of the Canadian dollar payments made, determined at the spot Canadian dollar/US dollar exchange rate on the date such distribution is included in the income of the

U.S. Holder, regardless of whether the payment is in fact converted into U.S. dollars. Generally, loss resulting from currency exchange fluctuations during the period from the date such a distribution is included in income to the date such distribution is converted into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. Gain or loss will generally be income from sources within the U.S. for foreign tax credit limitation purposes.

Distributions by TCPL that are treated as dividends for U.S. federal income tax purposes will be income from sources outside the U.S. for foreign tax credit limitation purposes. Depending on the U.S. Holder's circumstances, such dividends may be "passive category" or "general category" income for foreign tax credit limitation purposes. Subject to certain limitations, Canadian tax withheld with respect to distributions by TCPL to a U.S. Holder of TCPL Deferral Preferred Shares and paid over to Canada will generally be creditable against the U.S. Holder's U.S. federal income tax liability. As discussed above, the withholding of Canadian tax is imposed at a 25% rate (reduced to 15% for recipients that are residents of the U.S. eligible for benefits under the Canada-United States Tax Convention) both on cash and non-cash distributions by TCPL to persons that are not Canadian residents. However, as any non-cash distribution by TCPL generally will not be included in income for U.S. federal income tax purposes, such Canadian tax withholding may exceed a U.S. Holder's allowable foreign tax credit for the taxable year of the distribution. To the extent a refund of the tax withheld is available to a U.S. Holder under the laws of Canada and the income tax treaty between the U.S. and Canada, the amount of tax withheld that is refundable to the U.S. Holder is eligible for credit against the U.S. Holder's U.S. federal income tax liability, whether or not the refund is actually obtained. The foreign tax credit limitation rules are complex and dependent on the specific circumstances particular to each U.S. Holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares. Consequently, each U.S. Holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares should consult its tax advisor as to the U.S. federal income tax consequences resulting from such U.S. Holder.

### ***Dispositions***

A U.S. Holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares that otherwise disposes of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares, as a result of a sale or exchange, generally will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference between the U.S. dollar value of the amount realized and the holder's tax basis, determined in U.S. dollars, in the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares. Any capital gain or loss recognized by a U.S. Holder will be long-term capital gain or loss if the U.S. Holder had a holding period for the TCPL Deferral Preferred Shares of more than one year at the time of the sale or other disposition. Long-term capital gains recognized by an individual generally is subject to a maximum U.S. federal income tax rate of 20%. Long-term capital gains generally are subject to a maximum U.S. federal income tax rate of 39.6%. The deduction for capital losses is subject to limitations. Gain realized by a U.S. Holder from a sale or other disposition of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares will generally be treated as income from U.S. sources for foreign tax credit limitation purposes.

### **Redemption or Other Acquisition by TCPL**

A redemption of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares will be treated under section 302 of the Code as a dividend to the extent of current and accumulated earnings and profits of the corporation unless the redemption satisfies the test set forth in section 302(b) enabling the redemption to be treated as a sale or exchange. The redemption will satisfy this test only if it (1) is "substantially disproportionate" to the holder's ownership, (2) constitutes a "complete termination of the holder's stock interest" in TCPL or (3) is "not essentially equivalent to a dividend," each within the meaning of section 302(b). In determining whether the tests are met, shares considered to be owned by the U.S. Person by

reason of certain constructive ownership rules set forth in the Code, as well as shares actually owned, generally be taken into account. Because the determination as to whether any of the alternative tests under section 302(b) of the Code is satisfied with respect to a particular holder of TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares will depend on the facts and circumstances as of the time the determination is made, U.S. Holders are advised to consult their own tax advisors to determine the appropriate treatment in light of their own particular investment circumstances.

#### ***Medicare Tax***

Recently enacted legislation generally imposes a tax of 3.8% on the "net investment income" of individuals, trusts and estates. Among other items, net investment income generally includes gross income from interest and dividend as well as net gain attributable to the disposition of certain property, less certain deductions. U.S. Holders should consult their own tax advisors regarding the possible implications of this legislation in their particular circumstances.

#### ***Reporting and Backup Withholding***

A U.S. Holder that is an exempt recipient will not be subject to information reporting requirements with respect to payments of principal or interest on, and proceeds from the sale, retirement or other termination or disposition of, Trust Notes Series 2015-A or dividends received with respect to the TCPL Exchange Preferred Shares or TCPL Deferral Preferred Shares or proceeds from the disposition of those shares. A U.S. Holder that is not an exempt recipient may be subject to information reporting requirements. A U.S. Holder can satisfy this requirement by providing the issuer or its paying agent with a duly completed and executed copy of an IRS Form W-9 or a substantially similar form. In general, individuals are exempt recipients, whereas corporations and certain other entities generally are exempt recipients. If a U.S. Holder subject to the information reporting requirement fails to provide the Trust or its paying agent with a duly completed and executed copy of an IRS Form W-9 or a substantially similar form, or if the information on such form, including the U.S. Holder's U.S. taxpayer identification number, is incorrect, the IRS notifies the Trust or its paying agent that the U.S. Holder has failed to report or under-report payments of interest or dividends, the Trust or its paying agent will be required to withhold a portion of certain payments it makes to the U.S. Holder and pay to the IRS as a backup against the U.S. Holder's potential U.S. federal income tax liability. Backup withholding is not an additional tax and will be refunded against the U.S. Holder's U.S. federal income tax liability or refunded to the U.S. Holder, provided the U.S. Holder timely files a tax return with the IRS. Prospective purchasers should consult their own tax advisors regarding the applicability of the information reporting and backup withholding rules to them.

**The above summary is not intended to constitute a complete analysis of all U.S. income tax consequences relating to U.S. Holders of their acquisition, ownership and disposition of the Trust Notes Series 2015-A. U.S. Holders should consult their own tax advisers concerning the tax consequences to them of the acquisition, ownership and disposition of the Trust Notes Series 2015-A in light of their particular circumstances under the U.S. federal, state, local, foreign and other applicable laws.**

**UNDERWRITING**

Subject to the terms and conditions of an underwriting agreement (the "Underwriting Agreement") dated [redacted], 2015 between the Trust, TCPL and the Underwriters named below (collectively "Underwriters"), through their representatives HSBC Securities (USA) Inc. and Credit Suisse Securities (USA) LLC, the Trust has agreed to sell and the Underwriters have severally agreed to purchase for the Trust, the following respective principal amounts of Trust Notes Series 2015-A listed opposite the names below:

<b>Underwriters</b>	<b>Principal Amount of Trust Notes Series 2015-A</b>
HSBC Securities (USA) Inc.	U.S.\$ [redacted]
Credit Suisse Securities (USA) LLC	U.S.\$ [redacted]
<b>Total</b>	<b>U.S.\$ [redacted]</b>

The terms of the offering were established through negotiations between the Trust, TCPL and the Underwriters.

The Underwriting Agreement provides that the obligations of the several Underwriters to purchase the Trust Notes Series 2015-A offered hereby are subject to certain conditions precedent and that the Underwriters will purchase all of the Trust Notes Series 2015-A offered by this prospectus if a certain amount of Trust Notes Series 2015-A are purchased.

The obligations of the Underwriters under the Underwriting Agreement may be terminated in the discretion of the Underwriters, subject to certain conditions, following a suspension of trading on certain stock exchanges, a banking moratorium, an outbreak or escalation of hostilities or a declaration by the U.S. or Canada of a national emergency or war, or other calamity or crisis affecting financial markets such as to make it in the sole judgment of the representatives of the Underwriters impractical or inadvisable to proceed with the offering or delivery of the Trust Notes Series 2015-A as contemplated by this prospectus, and the occurrence of certain stated events.

The Trust and TCPL have been advised by the representatives of the Underwriters that the Underwriters propose to offer the Trust Notes Series 2015-A to the public at the public offering price set forth on the cover page of this prospectus and to dealers at a price that represents a concession not in excess of [redacted] % of the principal amount of the Trust Notes Series 2015-A. The Underwriters may, in their sole discretion, allow these dealers to re-allow, a concession of not more than [redacted] % of the principal amount of the Trust Notes Series 2015-A to other dealers. After the initial public offering the representatives of the Underwriters may change the offering prices and other selling terms. Thus, the prices paid for Trust Notes Series 2015-A may vary from purchaser to purchaser and may vary during the period of the offering. The compensation realized by the Underwriters will be either increased or decreased by the amount that the aggregate price paid by purchasers of the Trust Notes Series 2015-A differs from the gross proceeds to the Trust by the Underwriters.

We estimate the Trust's share of the total expenses of this offering, excluding underwriting commissions, will be approximately U.S.\$ [redacted].

The Trust and TCPL have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make in respect of any of these liabilities.

The representatives of the Underwriters have advised the Trust and TCPL that the Underwriters intend to confirm sales to any account over which they exercise discretionary authority.

The Trust Notes Series 2015-A are a new issue of securities with no established trading market. Trust Notes Series 2015-A will not be listed on any securities exchange or on any automated quotation system. The Underwriters may make a market in the Trust Notes Series 2015-A after the Offering, but will not be obligated to do so and may discontinue any market-making activity at any time without notice. No assurance can be given as to the liquidity of the trading market for the Trust Notes Series 2015-A or that an active public market for the Trust Notes Series 2015-A will develop. If an active public trading market for the Trust Notes Series 2015-A does not develop, the market price and liquidity of such Trust Notes Series 2015-A may be adversely affected.

In connection with the Offering, the Underwriters may purchase and sell the Trust Notes Series 2015-A in the open market. These transactions may include short sales, purchases and sales of positions created by short sales and stabilizing transactions.

Short sales involve the sale by the Underwriters of a greater principal amount of Trust Notes Series 2015-A than they are required to purchase in the Offering. The Underwriters may cover any short position by purchasing Trust Notes Series 2015-A in the open market. A short position is most likely to be created if the Underwriters are concerned that there may be downward pressure on the price of the Trust Notes Series 2015-A in the open market prior to the completion of the Offering.

Stabilizing transactions consist of various bids for or purchases of the Trust Notes Series 2015-A by the Underwriters in the open market prior to the completion of the offering.

The Underwriters may impose a penalty bid. This occurs when a particular underwriter repurchases a portion of the underwriting commission received by it because the representative of the Underwriters have repurchased Trust Notes Series 2015-A sold by or for the account of that underwriter in stabilizing or short covering transactions.

Purchases to cover short positions and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of the Trust Notes Series 2015-A. Additionally, these purchases, together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the Trust Notes Series 2015-A.

As a result, the price of the Trust Notes Series 2015-A may be higher than the price that might otherwise exist in the open market. These transactions may be effected in the over-the-counter market or otherwise.

Certain of the Underwriters and their respective affiliates have, from time to time, performed and in the future may perform, commercial and investment banking and advisory services for us for which we have received or will receive customary fees and expenses. The Underwriters may, from time to time, enter into transactions with and perform services for us in the ordinary course of their business.

Under applicable securities legislation in the Province of Alberta and Ontario, TCPL may be deemed to be a connected issuer of HSBC Securities (USA) Inc. and Credit Suisse Securities (USA) LLC, which is, directly or indirectly, a subsidiary or affiliate of a bank or other financial institution which is a lender (collectively, the "Lenders") to TCPL or its affiliates under certain unsecured credit facilities (collectively, the "Facilities"). The Facilities consist of the following committed syndicated facilities: a \$3.0 billion amended and restated credit agreement; a TransCanada PipeLine USA Ltd. U.S.\$1.0 billion credit agreement; a TransCanada American Investments Ltd. U.S.\$1.0 billion credit agreement; a TC PipeLines, LP U.S.\$500 million first amendment to a second amended and restated revolving credit agreement; a TC PipeLines, LP U.S.\$500 million term loan agreement, each as amended from time to time. As of March 31, 2015, we had approximately \$1.0 billion outstanding under the Facilities. As of the date hereof, TCPL and its affiliates are in material compliance with all material terms of the agreements governing the Facilities and none of the Lenders has waived any material breach by TCPL or its affiliates of those agreements since the

Facilities were established. TCPL's financial position on a consolidated basis has not changed substantially and adversely since the indebtedness under the Facilities was incurred. None of the Lenders has or will be involved in the decision to offer the Trust Notes Series 2015-A and none has been or will be involved in the determination of the terms of any distribution of the Trust Notes Series 2015-A.

As a consequence of their participation in the offering, the Underwriters will be entitled to receive certain underwriting commissions relating to the offering of the Trust Notes Series 2015-A. The decision to offer and distribute the Trust Notes Series 2015-A hereunder and the determination of the terms of this offering were made through negotiations between the Trust, TCPL and the Underwriters. TCPL may have outstanding short term indebtedness owing to certain of the Underwriters and affiliates of such Underwriters, including which TCPL may repay with the net proceeds from the sale of the TCPL Sub Notes. See "Use of Proceeds" hereunder. As a result, one or more of such Underwriters or their affiliates may receive more than 5% of the net proceeds from the offering of the Trust Notes Series 2015-A in the form of the repayment of such short term indebtedness. Accordingly, the offering of the Trust Notes Series 2015-A is being made pursuant to Rule 5121 of the Financial Industry Regulatory Authority, Inc. Pursuant to this rule, the appointment of a qualified independent underwriter is not necessary in connection with this offering, because the conditions of Rule 5121(a)(1)(C) are satisfied.

### **Notice to Prospective Investors in the European Economic Area**

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a "relevant member state"), with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state (the "relevant implementation date"), an offer of Trust Notes Series 2015-A described in this prospectus may not be made to the public in that relevant member state prior to the publication of a prospectus in relation to the Trust Notes Series 2015-A which has been approved by the competent authority in that relevant member state and published in accordance with the Prospectus Directive as implemented in the relevant member state or, where appropriate, approved in another relevant member state and notified to the competent authority in that relevant member state in accordance with the Prospectus Directive, except that, with effect from and including the relevant implementation date, an offer of Trust Notes Series 2015-A may be made to the public in that relevant member state at any time:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to the issuer or underwriter obtaining the prior consent of the relevant underwriter; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Trust Notes Series 2015-A will result in the requirement of the issuer or underwriter to publish by us or any underwriter a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Each purchaser of Trust Notes Series 2015-A described in this prospectus located within a relevant member state will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of Article 2(1)(e) of the Prospectus Directive.

For purposes of this notice, the expression an "offer to the public" in any relevant member state means the communication in any form and by any means of sufficient information on the terms of the offering of Trust Notes Series 2015-A to be offered so as to enable an investor to decide to purchase or subscribe for the Trust Notes Series 2015-A, as the expression may be varied in that member state by any member state implementing the Prospectus Directive in that member state, and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including



the 2010 PD Amending Directive, to the extent implemented in the relevant member state) and in each relevant implementing measure in each relevant member state and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

The sellers of the Trust Notes Series 2015-A have not authorized and do not authorize the making of any offer of the Trust Notes Series 2015-A through any financial intermediary on their behalf, or any offers made by the underwriters with a view to the final placement of the Trust Notes Series 2015-A contemplated in this prospectus.

Accordingly, no purchaser of the Trust Notes Series 2015-A, other than the underwriters, is authorized to make any further offer of the Trust Notes Series 2015-A on behalf of the sellers or the underwriters.

#### **Notice to Prospective Investors in the United Kingdom**

This prospectus and any other material in relation to the Trust Notes Series 2015-A described herein are only being distributed to, and are only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive (and amendments thereto) or Section 86(7) of the Financial Services and Markets Act 2000 (United Kingdom), as amended (the "Act") that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") or (ii) high net worth entities or other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Act (all such persons together being referred to as "relevant persons"). The Trust Notes Series 2015-A are only available to, and any invitation, offer or agreement to purchase or otherwise acquire such Trust Notes Series 2015-A will be engaged only with, relevant persons.

This prospectus and its contents are confidential and should not be distributed, published or otherwise made available (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

No invitation or inducement to engage in investment activity (within the meaning of Section 21(1) of the FSMA in connection with the issue or sale of the Trust Notes Series 2015-A may be communicated or caused to be communicated except in circumstances in which Section 21(1) of the FSMA does not apply to us or the underwriters. In addition, all applicable provisions of the FSMA must be complied with in relation to anything done to the Trust Notes Series 2015-A in, from or otherwise involving the United Kingdom.

#### **MATERIAL CONTRACTS**

The material contracts entered into or to be entered into by the Trust and/or TCPL and/or TCF in connection with the Offering are as follows:

1. the Trust Indenture described under "Description of Trust Securities Trust Notes Series 2015-A";
2. the First Supplemental Indenture described under "Description of Trust Securities Trust Notes Series 2015-A";
3. the Administration Agreement described under "The Trust The Administration Agreement";
4. the Declaration of Trust described under "The Trust";
5. the TCPL Sub Note Purchase Agreement described under "The Trust Activities of the Trust";





6. the TCPL Sub Note Trust Indenture described under "Description of the TCPL Sub Notes";
7. the First Supplemental Sub Note Indenture described under "Description of the TCPL Sub Notes";
8. the Share Exchange Agreement described under "Description of the Trust Securities Trust Notes Series 2015-A Share Exchange Agreement";
9. the Assignment and Set-Off Agreement described under "Description of the Trust Securities Trust Notes Series 2015-A Assignment and Set-Off Agreement";
10. the Credit Facility described under "The Trust Liquidity";
11. the Subscription Agreements described under "Description of the TCPL Sub Notes Interest and Maturity"; and
12. the Underwriting Agreement described under "Underwriting".

#### **PRINCIPAL HOLDERS OF SECURITIES**

It is intended that, at all times following the Closing Date, TCPL and/or its affiliates will own all of the Voting Trust Units. See "Capitalization of the Trust" and "Use of Proceeds".

#### **INTERESTS OF TCPL AND ITS AFFILIATES IN MATERIAL TRANSACTIONS**

Pursuant to the Administration Agreement, TCPL will administer the day-to-day operations of the Trust. TCPL and its affiliates may have interests which are not identical to those of the Trust. Consequently, conflicts of interest may arise with respect to transactions, including, the sale of the Trust Assets, future acquisitions of the Trust Assets from TCPL and/or its affiliates, and the renewal, termination or modification of the Administration Agreement. It is the intention of the Trust and its affiliates that any agreements and transactions between the Trust, on the one hand, and TCPL and/or its affiliates, on the other hand, are fair to all parties and consistent with market terms and conditions.

#### **LEGAL MATTERS**

Certain matters relating to the issue and sale of the Trust Notes Series 2015-A will be passed upon on behalf of the Trust and TCPL by Blake, Cassels & Graydon LLP, as to matters of Canadian law, Stikeman Elliott LLP as to matters of Canadian tax law, and by Mayer Brown LLP, as to matters of U.S. law. Mayer Brown LLP will rely upon the opinion of Blake, Cassels & Graydon LLP as to matters of Canadian law and the opinion of Stikeman Elliott LLP as to matters of Canadian tax law. In addition, all other legal matters in connection with the Offering will be passed upon on behalf of the underwriters by Canadian legal counsel Norton Rose Fulbright LLP, as to matters of Canadian law, and by their U.S. legal counsel Paul, Weiss, Rifkind, Wharton & Garrison LLP, as to matters relating to U.S. law.

#### **EXPERTS**

The consolidated financial statements of TCPL as at December 31, 2014 and 2013 and for the years in the three-year period ended December 31, 2014 have been incorporated by reference hereinto the registration statement in reliance on the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

## INTERESTS OF EXPERTS

As at the date of this prospectus, the partners and associates of Blake, Cassels & Graydon LLP, as a group, the partners and associates of Stikeman Elliott LLP, as a group, and the partners and associates of Mayer Brown LLP, as a group, beneficially own, directly or indirectly, less than 1% of any class of securities of the Trust, TCPL or TCC. In connection with the audit of TCPL's annual financial statements for the year ended December 31, 2014, KPMG LLP confirmed that they are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and the U.S. and are independent under any applicable legislation or regulations and also that they are independent accountants under all applicable U.S. professional and regulatory standards.

## DOCUMENTS FILED AS PART OF THE REGISTRATION STATEMENT

The following documents have been or will be filed with the SEC as part of the registration statement of which this prospectus forms a part: the documents referred to under "Documents Incorporated by Reference"; consent of KPMG LLP; consent of Blake, Cassels & Graydon LLP; consent of Stikeman Elliott LLP; consent of Mayer Brown LLP; consent of Norton Rose Fulbright LLP, powers of attorney of the directors and officers of TCPL; and copies of the form of each of the agreements listed under the heading "Material Contracts".

## TRANSFER AGENT AND REGISTRAR AND EXCHANGE TRUSTEE

CST Trust Company will be appointed as transfer agent, registrar, Indenture Trustee and Exchange Trustee in respect of the Trust Notes Series 2015-A. The Trust Notes Series 2015-A will be delivered in book-entry only form through the Clearing Agency. See "Description of the Trust Securities - Trust Notes Series 2015-A Book-Entry Only Form".

## ENFORCEMENT OF CIVIL LIABILITIES

The Trust is organized and TCPL is incorporated in Canada. Some of the directors and officers of TCPL, and some of the experts named in this prospectus, are residents of Canada or otherwise residents of the U.S., and all or a substantial portion of their assets, and a substantial portion of the assets of the Trust, are located outside the U.S. The Trust and TCPL have appointed an agent for service of process in the U.S. to effect service upon those directors, officers and experts who are not residents of the U.S. It may be difficult for holders of the Trust Notes Series 2015-A who reside in the U.S. to effect service within the U.S. upon those directors, officers and experts who are not residents of the U.S. It may be difficult for holders of the Trust Notes Series 2015-A who reside in the U.S. to realize in the U.S. the judgments of courts of the U.S. predicated upon the civil liability of the Trust or TCPL and the civil liability of the directors and officers of TCPL and experts under U.S. federal securities laws.

The Trust and TCPL have been advised by their Canadian counsel, Blake, Cassels & Graydon LLP, that a judgment of a U.S. court predicated solely upon civil liability under U.S. federal securities laws probably be enforceable in Canada if the U.S. court in which the judgment was obtained has a basis of jurisdiction in the matter that would be recognized by a Canadian court for the same purposes. The Trust and TCPL have also been advised by Blake, Cassels & Graydon LLP, however, that there is real doubt whether an action could be brought in Canada in the first instance on the basis of liability predicated solely upon U.S. federal securities laws.

The Trust and TCPL filed with the SEC, concurrently with their registration statement on Form F-15, an appointment of agent for service of process on Form F-X. Under the Form F-X, TCPL and the Trust have appointed TransCanada PipeLine USA Ltd. as its agent for service of process in the U.S. in connection with any investigation or administrative proceeding conducted by the SEC, and any civil suit or action brought against or involving the Trust or TCPL in a U.S. court arising out of or related to or concerning the Trust or TCPL of securities under this prospectus.



**U.S.\$**

**TRANSCANADA TRUST**

**Trust Notes Series 2015-A Due June 30, 2075**

**The Trust Notes Series 2015-A are guaranteed on a subordinated  
basis by  
TRANSCANADA PIPELINES LIMITED**

**PROSPECTUS**  
**, 2015**

*Joint Book-Running Managers and Co-Structuring Advisors*

**HSBC**

**Credit**

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**PART II**

**INFORMATION NOT REQUIRED TO BE  
DELIVERED TO OFFEREEES OR PURCHASERS**

**Basis for Form F-10 Eligibility**

TransCanada Trust (the "Trust") and TransCanada PipeLines Limited ("TCPL" and, together with the Trust, the "Registrants") are filing this Registration Statement in reliance upon General Instruction I.C.(5) to Form F-10. The Trust is a foreign private issuer established under the law of Ontario and a majority-owned subsidiary of TCPL, which meets the requirements of General Instruction I.C.(5) to Form F-10 in reliance upon General Instruction I.C.(5) to Form F-10. TCPL has a reasonable belief that it would have been eligible to register investment grade, non-convertible securities on Form F-9 as of December 30, 2012 on the basis of (1) satisfying the credit rating requirements of General Instruction I.C.(5) to Form F-9, (2) TCPL is incorporated under the laws of Canada, (3) TCPL is a foreign private issuer, and (4) TCPL has been subject to the continuous disclosure requirements of the Alberta Securities Commission for a period of at least 12 calendar months immediately preceding the filing of this Registration Statement and is currently in compliance with such obligations. The Registrants will file a final prospectus offering to be made under this Registration Statement on or prior to December 31, 2015.

**Indemnification of Certain Persons**

**TransCanada PipeLines Limited**

Section 124 of the *Canada Business Corporations Act* ("CBCA") and Section 6 of By-Laws of TCPL provide for the indemnification of directors and officers of TCPL. Under these provisions, TCPL may indemnify a director or officer of TCPL, a former director or officer, and may indemnify an individual who acts or acted at TCPL's request as a director or officer or in a similar capacity of another entity (collectively, an "Indemnified Person") against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the Indemnified Person in respect of any civil, criminal, administrative, investigative or other proceeding (other than in respect to an action by or on behalf of TCPL or other entity, if the Indemnified Person fulfills the following two conditions: (a) he or she acted or acted in good faith with a view to the best interests of TCPL or in the best interests of such other entity as the case may be applicable and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful in the respect of an action by or on behalf of TCPL or such other entity to procure a judgment in its favor) and, with the approval of a court, may indemnify an Indemnified Person against all costs, charges and expenses reasonably incurred by him or her in connection with such action if he or she fulfills the conditions in clauses (a) and (b) of the previous sentence. Notwithstanding the foregoing, an Indemnified Person shall not be entitled to indemnification from TCPL in respect of all costs, charges and expenses reasonably incurred by him or her in connection with the defense of any civil, criminal, administrative, investigative or other proceeding to which he or she is made a party by reason of his or her association with TCPL or such other entity if he or she fulfills the conditions in clauses (a) and (b) of this paragraph and was not judged by a court or other competent authority to have committed any fault or omitted to do anything that he or she ought to have done.

Insofar as indemnification for liabilities arising under the United States Securities Act of 1933, as amended (the "Securities Act") may be permitted to directors, officers or controlling persons of TCPL pursuant to the provisions described above, or otherwise, TCPL has been advised that in the opinion of

the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

TCPL maintains directors' and officers' liability insurance with policy limits, subject to the policy terms and conditions, of U.S.\$200,000,000 in the aggregate, subject to a deductible in respect of corporate reimbursement of U.S.\$5,000,000 for each loss and a separate policy with a limit of U.S.\$50,000,000 for non-indemnifiable losses only. Generally, under this insurance TCPL is responsible for payments in excess of the deductible made under corporate indemnity provisions on behalf of its directors and officers, and individual directors and officers (or their heirs and legal representatives) are covered for losses arising during the performance of their duties for which they are not indemnified by TCPL. Noteworthy exclusions from coverage are: claims arising from illegal acts, those acts which result in personal profit, violation of any fiduciary duty under the United States of America Employee Retirement Income Security Act of 1974, pollution damage (except for resultant shareholder actions), bodily injury, property damage or engineering professional services and claims brought by a director or officer of TCPL, or another director or officer or by TCPL against a director or officer except for shareholder derivative actions not assisted in by a director or officer of TCPL.

The foregoing is a description of the provisions of Section 124 of the CBCA and TCPL's Board of Directors regarding indemnification of directors and officers of TCPL and TCPL's directors' and officers' liability insurance in effect as of May 4, 2015.

Additionally, directors and officers of TCPL are party to indemnity agreements with TCPL, under which TCPL has agreed to indemnify such directors and officers from liability arising in connection with the performance of their duties. Such indemnity agreements conform with the provisions of the CBCA.

#### **TransCanada Trust**

The Trust's Declaration of Trust and the Administration Agreement, dated as of September 1, 2009, entered into among the Trust, TCPL, as administrative agent (the "Administrative Agent"), and Valiant Trust as trustee (the "Administration Agreement"), provide that the Trust will indemnify and hold harmless the Administrative Agent, and its directors, officers, employees, agents and representatives (collectively, "Trust Indemnified Persons") in respect of (i) any liability and all costs, charges and expenses, including reasonable attorneys' fees, incurred in respect of any action, suit or proceeding that is or is proposed to be brought or commenced against the Trust Indemnified Persons, as the case may be, for or in respect of anything done or proposed to be done in respect of the execution of the obligations, duties, responsibilities, powers, discretions or authorities of the Administrative Agent under the Trust's Declaration of Trust or the Administration Agreement and (ii) all other costs, charges, taxes, penalties and interest in respect of unpaid taxes and other expenses and liabilities sustained or incurred by the Administrative Agent in respect of the administration or termination of the Trust. A Trust Indemnified Person shall not be indemnified for any particular loss, damage or expense is attributable to the gross negligence, wilful misconduct, dishonesty, fraud or fraud of the Administrative Agent in the performance of such obligations, duties, responsibilities, powers, discretions or authorities under the Trust's Declaration of Trust or the Administration Agreement or to the Administrative Agent's failure to perform such obligations, duties, responsibilities, powers, discretions or authorities. Recovery by the Trust Indemnified Persons will be limited to the assets of the Trust available to the Trust's Declaration of Trust and the Administration Agreement.

The Trust does not carry any insurance to cover such potential obligations and, to the Administrative Agent's knowledge, none of the foregoing parties are insured for losses for which the Trust has agreed to indemnify them.



Insofar as indemnification for liabilities arising under the Securities Act may be permitted to officers or controlling persons of the Trust or the Administrative Agent pursuant to the provisions above, or otherwise, the Trust has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and therefore, unenforceable.

The foregoing is a description of the provisions of the Trust's Declaration of Trust and the Administration Agreement regarding indemnification of the Administrative Agent in effect as of May 4, 2015.

**EXHIBITS**

<b>Exhibit Number</b>	<b>Description</b>
4.1	Audited comparative consolidated financial statements of TCPL as at December 31, 2013 and for each of the years in the three-year period ended December 31, 2014, thereon, and the auditors' report thereon (included as part of the Form 40-F filed with the Securities and Exchange Commission on February 13, 2015, as amended by the Form 40-F/A filed with the Securities and Exchange Commission on March 23, 2015, and incorporated by reference herein).
4.2	Management's Discussion and Analysis of Financial Condition and Results of Operations of TCPL as at and for the year ended December 31, 2014 (included as part of the Form 40-F filed with the Securities and Exchange Commission on February 13, 2015, as amended by the Form 40-F/A filed with the Securities and Exchange Commission on March 23, 2015, and incorporated by reference herein).
4.3	Annual Information Form of TCPL for the year ended December 31, 2014, dated March 13, 2015 (included as part of the Form 40-F filed with the Securities and Exchange Commission on February 13, 2015, as amended by the Form 40-F/A filed with the Securities and Exchange Commission on March 23, 2015, and incorporated by reference herein).
4.4	Consolidated comparative interim unaudited financial statements of TCPL as at March 31, 2015 and for the three-month periods ended March 31, 2015 and 2014, and the notes thereto (included as part of the Form 6-K report on May 1, 2015, filed with the Securities and Exchange Commission as part of a Form 6-K report on May 1, 2015 and incorporated by reference herein).
4.5	Management's Discussion and Analysis of Financial Condition and Results of Operations of TCPL as at and for the three-month period ended March 31, 2015 (filed with the Securities and Exchange Commission as part of a Form 6-K report on May 1, 2015 and incorporated by reference herein).
*4.6	Trust's Declaration of Trust, dated as of September 16, 2014, made by Valiant Trust Company.
*4.7	Administration Agreement, dated as of September 16, 2014, between Valiant Trust Company and TCPL.
**4.8	Form of Assignment and Set-Off Agreement among the Trust, TCPL, TransCanada Corporation and CST Trust Company.
**4.9	Form of Share Exchange Agreement among the Trust, TCPL and CST Trust Company.
**4.10	Form of Subordinated Notes Purchase Agreement between the Trust and TCPL.
**4.11	Form of Credit Facility between the Trust and TCPL.
**4.12	Form of Subscription Agreement between the Trust and TCPL.
*4.13	Subscription Agreement, dated December 15, 2014, between the Trust and TCPL.
**4.14	Form of Underwriting Agreement among the Trust, TCPL, HSBC Securities (USA) LLC and Credit Suisse Securities (USA) LLC.
**4.15	Consent of KPMG LLP filed with the Alberta Securities Commission.
**4.16	Consent of Stikeman Elliott LLP filed with the Alberta Securities Commission.

\*\*4.17 Consent of Norton Rose Fulbright LLP filed with the Alberta Securities Commission  
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<b>Exhibit Number</b>	<b>Description</b>
*5.1	Consent of KPMG LLP.
**5.2	Consent of Blake, Cassels & Graydon LLP.
**5.3	Consent of Mayer Brown LLP.
**5.4	Consent of Stikeman Elliott LLP.
**5.5	Consent of Norton Rose Fulbright LLP.
*6.1	Power of attorney (included in the signature page to this Registration Statement).
**7.1	Form of Trust Indenture between the Trust and CST Trust Company, as trustee.
**7.2	Form of First Supplemental Indenture between TCPL, the Trust and CST Trust Company, as trustee to the Trust Indenture between the Trust and CST Trust Company, as trustee.
**7.3	Form of Subordinated Notes Trust Indenture between the TCPL and Computershare Trust Company of Canada, as trustee.
**7.4	Form of First Supplemental Indenture between TCPL and Computershare Trust Company of Canada, as trustee to the Subordinated Notes Trust Indenture between TCPL and Computershare Trust Company of Canada, as trustee.

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\*  
Filed herewith.

\*\*  
To be filed by amendment.

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**PART III**

**UNDERTAKING AND CONSENT TO SERVICE OF PROCESS**

**Item 1. Undertaking**

The Registrants undertake to make available, in person or by telephone, representatives to respond to inquiries made by the Commission staff, and to furnish promptly, when requested to do so by the Commission staff, information relating to the securities registered pursuant to Form F-10 or to transactions in said securities.

**Item 2. Consent to Service of Process**

- (a) Concurrently with the filing of this Registration Statement, the Registrants are filing with the Commission a written irrevocable consent and power of attorney on Form F-X.
- (b) Concurrently with the filing of this Registration Statement, CST Trust Company of Canada, Trustee under the Trust Indenture, is filing with the Commission a written irrevocable consent and power of attorney on Form F-X.
- (c) Concurrently with the filing of this Registration Statement, Computershare Trust Company of Canada, Trustee under the Subordinated Notes Trust Indenture, is filing with the Commission a written irrevocable consent and power of attorney on Form F-X.
- (d) Any change to the name or address of the agent for service of the Registrants, CST Trust Company or Computershare Trust Company of Canada shall be communicated to the Commission by amendment to Form F-X referencing the file number of the relevant registration statement.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-10 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, at Calgary, Province of Alberta, Country of Canada, on the 4<sup>th</sup> day of May, 2015.

TRANSCANADA PIPELINES LIMITED

By: /s/ RUSSELL K. GIRLING

Name: Russell K. Girling  
Title: President and Chief Executive Officer

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**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints each of Russell K. Girling, Donald R. Marchand and Christine R. Johnston his or her true and lawful attorney-in-fact and agent, acting alone, with full power of substitution and resubstitution, for him or her and in his or her name and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and any additional registration statements pursuant to Rule 462(b), and all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing appropriate or necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their substitute or substitutes, lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed to be an original, but which taken together shall constitute one instrument.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	
<u>/s/ RUSSELL K. GIRLING</u> Russell K. Girling	President and Chief Executive Officer (Principal Executive Officer)	M
<u>/s/ DONALD R. MARCHAND</u> Donald R. Marchand	Executive Vice-President and Chief Financial Officer (Principal Financial Officer)	M
<u>/s/ G. GLENN MENUZ</u> G. Glenn Menuz	Vice-President and Controller (Principal Accounting Officer)	M
<u>/s/ S. BARRY JACKSON</u> S. Barry Jackson	Director, Chair	M
<u>/s/ KEVIN E. BENSON</u> Kevin E. Benson	Director	M
<u>/s/ DEREK H. BURNEY</u> Derek H. Burney	Director	M

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Signature

Title

/s/ PAULE GAUTHIER

\_\_\_\_\_  
The Hon. Paule Gauthier

Director

/s/ PAULA ROSPUT REYNOLDS

\_\_\_\_\_  
Paula Rosput Reynolds

Director

/s/ JOHN RICHEL

\_\_\_\_\_  
John Richels

Director

/s/ MARY PAT SALOMONE

\_\_\_\_\_  
Mary Pat Salomone

Director

/s/ D. MICHAEL G. STEWART

\_\_\_\_\_  
D. Michael G. Stewart

Director

/s/ SIIM A. VANASELJA

\_\_\_\_\_  
Siim A. Vanaselja

Director

/s/ RICHARD E. WAUGH

\_\_\_\_\_  
Richard E. Waugh

Director

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-10 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, of Calgary, Province of Alberta, Country of Canada, on the 4<sup>th</sup> day of May, 2015.

TRANSCANADA TRUST, by TRANSCANADA  
PIPELINES LIMITED, in its capacity as  
Administrative Agent

By: /s/ RUSSELL K. GIRLING

Name: Russell K. Girling  
Title: President and Chief Executive Officer

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**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, the undersigned this Registration Statement, solely in the capacity of the duly authorized representative of TransCanada PipeLines Limited and TransCanada Trust in the United States, on May 4, 2015 in Calgary, Alberta.

TRANSCANADA PIPELINE USA LTD.

By: /s/ CHRISTINE R. JOHNSTON

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Name: Christine R. Johnston  
Title: Vice-President and Assistant

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**EXHIBIT INDEX**

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\*  
Filed herewith.

\*\*  
To be filed by amendment.

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