



INTER PIPELINE (CORRIDOR) INC.

Short Term Promissory Notes

INFORMATION MEMORANDUM

This Information Memorandum is not, and under no circumstances is to be construed as, an offering of Short Term Promissory Notes for sale directly or indirectly in the United States of America (including the States thereof and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or to, or for the account or benefit of, any citizen or resident of the United States of America, except in certain transactions exempt from the registration requirements of the United States *Securities Act of 1933*. Persons resident in the United States of America should consult with their tax advisors prior to making any investment in the Short Term Promissory Notes. Payments of principal and interest on the Short Term Promissory Notes will not be increased to take into account any Canadian withholding tax payable in respect of interest or other amounts (including amounts deemed to be interest) on the Short Term Promissory Notes.

This Information Memorandum contains summary information concerning the Short Term Promissory Notes and Inter Pipeline (Corridor) Inc. This Information Memorandum does not constitute an offer or an invitation to subscribe for or purchase any Short Term Promissory Notes and does not in any way obligate Inter Pipeline (Corridor) Inc. to accept an offer to purchase Short Term Promissory Notes described herein. Potential purchasers should determine for themselves the relevance of the information contained in this Information Memorandum and their interest in the purchase of the Short Term Promissory Notes should be based upon such investigations as they deem necessary.

August 14, 2007

INTER PIPELINE (CORRIDOR) INC.

Inter Pipeline (Corridor) Inc. (formerly, Terasen Pipelines (Corridor) Inc.) (the "**Corporation**") was incorporated under the laws of Alberta on July 15, 1998, and is a direct, wholly-owned subsidiary of Inter Pipeline Fund. The registered office of the Corporation is located at 2600, 237 – 4th Avenue S.W., Calgary, Alberta T2P 4K3.

The Corporation's primary business is ownership and operation of a pipeline system, including expansions thereof, for the transportation of diluted bitumen, diluent and other products from the Muskeg River Mine near Fort McMurray, Alberta to the Scotford Upgrader near Fort Saskatchewan, Alberta (the "**Corridor Pipeline System**"). The Corridor Pipeline System is owned by the Corporation, while the Muskeg River Mine and the Scotford Upgrader are owned by Shell Canada Energy, Chevron Canada Limited and Western Oil Sands L.P. (the "**Shippers**").

On November 1, 2006, pursuant to the Firm Service Agreement between the Corporation and the Shippers (as amended from time to time), the Shippers provided the Corporation with notice of the proposed AOSP Expansion I, including the request to proceed with the expansion to the Corridor Pipeline System (the "**Corridor Expansion**") to support the expansion of the Athabasca Oil Sands Project. The current diluted bitumen capacity of the Corridor Pipeline System is approximately 300,000 barrels per day. The Corridor Pipeline System is expected to add 165,000 barrels per day of diluted bitumen transportation capacity to accommodate new bitumen production. After completion of the Corridor Expansion, the diluted bitumen transportation capacity of the Corridor Pipeline System is expected to be approximately 465,000 barrels per day.

The Corridor Pipeline System, the Corridor Expansion and the operation and development of the Muskeg River Mine and the Scotford Upgrader are all part of the Athabasca Oil Sands Project undertaken by the Corporation and the Shippers.

DESCRIPTION OF THE SHORT TERM PROMISSORY NOTES

Principal Amount: The aggregate principal amount of Short Term Promissory Notes (the "**Notes**") outstanding at any one time shall not exceed \$1,654,000,000 in Canadian funds.

Purpose: The net proceeds from the sale of the Notes will be used by the Corporation for the ownership and operation of the Corridor Pipeline System and the Corridor Expansion.

Form of Notes: The Notes will be issued in Canadian Dollars payable to bearer or to the order of a named payee as non-interest bearing notes sold at a discount or as interest-bearing notes sold at par or at a discount, in the form set out in this Information Memorandum.

At the option of the Corporation, Notes may be issued in "certificated" form. Otherwise, Notes will be issued in "book entry" form ("**Book Entry Notes**"), in which case such Notes must be purchased or transferred through participants ("**Participants**") in the CDS Clearing and Depository Services Inc. ("**CDS**") debt clearing system which include securities brokers and dealers, banks and trust companies. Indirect access to the CDS book entry system is also available to other institutions ("**Indirect Participants**") that maintain custodial relationships with a Participant, either directly or indirectly.

The Corporation will cause Book Entry Notes to be held on behalf of, and registered in the name of, CDS or its nominee. Each purchaser of a Book Entry Note will receive a customer confirmation of purchase from the registered dealer from whom such Note is purchased in accordance with the practices and procedures of that registered dealer. Practices of registered dealers may vary, but generally customer confirmations are issued promptly after execution of a customer order.

No person having an interest in any Book Entry Notes (a "**holder**") will be entitled to a certificate or other instrument from the Corporation or CDS evidencing that person's interest in such Notes, nor will any holder be shown on the records maintained by CDS, except through an agent of the person who is a Participant or an Indirect Participant in CDS. Registration of interests in and transfers of Book Entry Notes will only be made through the debt clearing system of CDS. All payments on Book Entry Notes will be made by the Corporation to an issuing and paying agent retained by the Corporation which will then make payments to CDS and such payments will be forwarded by CDS to its Participants, by Participants to holders or by Participants to Indirect Participants and thereafter to holders.

Neither the Corporation nor any of its affiliates shall assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Book Entry Notes held by CDS or the payments

relating thereto; (b) maintaining, supervising or reviewing any records relating to the Book Entry Notes; or (c) any advice or representation made by or with respect to CDS relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depository for the Participants and, subject to any contract between CDS and any Participant, CDS has a statutory duty to enforce payment of the Notes on behalf of the Participants. Once payment of the principal and interest on the Book Entry Notes is made by or on behalf of the Corporation to CDS, the Corporation will be discharged of its obligation to pay under such Notes.

The ability of a holder to pledge Book Entry Notes or take action with respect thereto (other than through a Participant or an Indirect Participant) may be limited due to the lack of physical certificates.

The Corporation will have the option to terminate its participation in the CDS book entry system with respect to the Book Entry Notes, in which case Notes in "certificated" form payable to bearer or to the order of a named payee will be issued to holders of Book Entry Notes or their nominees.

The Book Entry Notes will be subject to the *Depository Bills and Notes Act* (Canada).

- Denominations:** The Notes shall be issued in multiples of \$1,000, subject to a minimum of \$100,000, in Canadian funds.
- Maturities:** The Notes will mature up to but not exceeding 180 days from the date of issue.
- Rates of Interest:** Available on request.
- Delivery:** Delivery of Book Entry Notes will be made in accordance with the rules established by CDS. Delivery of Notes in "certificated" form will be made against payment by certified cheque and may be arranged for same day delivery to the purchaser or its agent in Montreal, Toronto, Winnipeg, Calgary or Vancouver, subject to confirmation by the Corporation, on applications made through a Canadian chartered bank designated by the Corporation in those cities or by bank letter of undertaking in other principal cities in Canada.
- Payment:** All payments on Book Entry Notes will be made in accordance with the rules established by CDS. Payment of each Note in "certificated" form will be made when due, on behalf of the Corporation, in the currency of issue upon presentation and surrender at the branches of the Canadian chartered bank designated in the Notes.
- Ranking:** The Notes will be direct, unsecured obligations of the Corporation, ranking *pari passu* with all other current and future unsecured and

unsubordinated senior indebtedness of the Corporation.

Credit Facilities:

The Corporation maintains bank lines of credit and other liquidity support which, in the opinion of management of the Corporation, are sufficient to finance the ownership and operation of the Corridor Pipeline Systems and to cover the full costs of the Corridor Expansion and for its obligations under the Notes.

Rating:

The Notes have been assigned a rating of R-1 (low) by DBRS Limited (pursuant to its Canadian commercial paper rating scale). The rating is subject to change without notice.

Restrictions

The Notes will not be offered for sale directly or indirectly in the United States of America (including the States thereof and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or to, or for the account or benefit of, any citizen or resident of the United States of America, except in certain transactions exempt from the registration requirements of the United States *Securities Act of 1933*. Persons resident in the United States of America should consult with their tax advisors prior to making any investments in the Notes.

RIGHT OF RESCISSION OR DAMAGES FOR PURCHASERS IN NOVA SCOTIA

Where the Information Memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a misrepresentation, a purchaser to whom the Information Memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has a right of action for damages against the issuer or other seller and, subject to certain additional defenses, against directors of the seller, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller or directors of the seller, provided that, among other limitations:

- (a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the misrepresentation;
- (b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon; and
- (c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

In addition no person or company other than the issuer is liable if the person or company proves that:

- (a) the Information Memorandum or the amendment to the Information Memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
- (b) after delivery of the Information Memorandum or the amendment to the Information Memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the Information Memorandum, or amendment to the Information Memorandum, the person or company withdrew the person's or company's consent to the Information Memorandum, or amendment to the Information Memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or
- (c) with respect to any part of the Information Memorandum or amendment to the Information Memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (i) there had been a misrepresentation, or (ii) the relevant part of the Information Memorandum or amendment to the Information Memorandum (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no person or company other than the issuer is liable with respect to any part of the Information Memorandum or amendment to the Information Memorandum not purporting (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (a) failed to conduct a reasonable investigation to provide

reasonable grounds for a belief that there had been no misrepresentation; or (b) believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, the Information Memorandum or amendment to the Information Memorandum, the misrepresentation is deemed to be contained in the Information Memorandum or amendment to the Information Memorandum.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and not in derogation from any other right the purchaser may have.

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof, as described above, unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

For the purposes of the *Securities Act* (Nova Scotia) "misrepresentation" means:

- (i) an untrue statement of material fact, or
- (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

INTER PIPELINE (CORRIDOR) INC.
(the "Corporation")

Borrowing Provision

"2.04 **Banking Arrangements**

The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or other persons as may from time to time be authorized by the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time prescribe or authorize."

The undersigned, William A. van Yzerloo, Chief Financial Officer of the Corporation, hereby certifies that the foregoing is a true and correct copy of the borrowing provision contained in By-Law Number 1 of the Corporation, duly enacted by the Board of Directors of the Corporation on August 24, 1998, and duly confirmed by the sole shareholder of the Corporation on August 24, 1998, and that such borrowing provision has not been amended and is in full force and effect as of the date hereof.

Dated the 14th day of August 2007.

(signed) "William A. van Yzerloo"

William A. van Yzerloo
Chief Financial Officer

INTER PIPELINE (CORRIDOR) INC.
(the "Corporation")

**Certified Copy of a Resolution Authorizing the
Issuance and Sale of the Short Term Promissory Notes**

"BE IT RESOLVED THAT:

- (a) the Corporation borrow money by the issue and sale of commercial paper in the form of unsecured promissory notes (the "Notes"), whether in certificated form or book entry only form, each Note to be in a denomination of not less than \$100,000 and in integral multiples of \$1,000, in lawful money of Canada, and to have a maturity date of not more than 180 days from the date of its issue; provided that the aggregate principal amount of the Notes outstanding at any time shall not exceed the sum of \$1,654,000,000 in lawful money of Canada;
- (b) any two officers of the Corporation be and they are hereby authorized and empowered on behalf of the Corporation from time to time to execute, either by manual or facsimile signature, and deliver Notes, subject to the limitations described in the preceding resolution and otherwise in the forms and in the amounts and on the terms (including maturity dates and rates of interest or discount) as any of those officers may determine, those determinations to be conclusively evidenced by their execution thereof, and, in the case of Notes issued in certificated form, to designate and authorize by instruments in writing one or more banks, trust companies or other agents to countersign the Notes and to deliver the same to the purchaser or purchasers thereof, and to execute and deliver any or all other documents in any way relating to any money so borrowed;
- (c) any Note executed by the Corporation in accordance with the provisions of this resolution and, in the case of Notes issued in certificated form only, countersigned by either manual or facsimile signature on behalf of the Corporation shall constitute a valid and binding obligation of the Corporation enforceable in accordance with its terms notwithstanding that, at any time after execution of that Note, any person duly authorized to execute or countersign the same may cease to hold the office or position held by that person at the time he or she executed or countersigned that Note; and
- (d) any two officers of the Corporation be and they are hereby authorized for and on behalf of the Corporation to take all such action, do such things and execute and deliver, whether under the common seal of the Corporation or otherwise, all such agreements, instruments, statements, forms and other documents as they may deem appropriate in connection with the foregoing resolutions, and execution by any such officers of the Corporation shall be conclusive proof of their authority to act on behalf of the Corporation."

The undersigned, William A. van Yzerloo, Chief Financial Officer of the Corporation, hereby certifies on behalf of the Corporation that the foregoing is a true and correct copy of a resolution passed by the Board of Directors of the Corporation on August 14, 2007, and that such resolution is in full force and effect as of the date hereof.

Dated the 14th day of August, 2007

(signed) "William A. van Yzerloo"

William A. van Yzerloo
Chief Financial Officer

INTER PIPELINE (CORRIDOR) INC.
(the "Corporation")

Certificate of Incumbency and Signatures of Officers

Name	Office	Signature
David W. Fesyk	President	<u>(signed) "David W. Fesyk"</u>
William A. van Yzerloo	Chief Financial Officer	<u>(signed) "William A. van Yzerloo"</u>
S. James Arsenych	Vice President	<u>(signed) "S. James Arsenych"</u>

I, the undersigned, Vice President of the Corporation, hereby certifies on behalf of the Corporation that the persons named above have been duly elected or appointed to the offices in the Corporation set forth opposite their respective names, that those persons are now holding the offices set forth opposite their respective names and are acting as the officers indicated and that the signatures set forth opposite their respective names are true specimens or true reproductions of the respective signatures of those officers.

Dated the 14th day of August, 2007

(signed) "S. James Arsenych"
S. James Arsenych
Vice President

August 14, 2007

Inter Pipelines (Corridor) Inc.
2600, 237 - 4th Avenue S.W.
Calgary, Alberta
T2P 4K3

RE: Issuance of Short-Term Promissory Notes

We have acted as counsel to Inter Pipeline (Corridor) Inc. (the "**Corporation**") in connection with the proposed issue and sale from time to time of the Corporation's short-term promissory notes (the "**Notes**") in multiples of \$1,000, subject to a minimum of \$100,000, each in lawful money of Canada, and in maturities of not more than 180 days from the respective dates of issue thereof, all as more particularly described in the Information Memorandum dated August 14, 2007 (the "**Memorandum**") of which this opinion forms a part. The Notes may be issued in certificated form payable to bearer or to a specified payee and may be issued in "book entry" form. We understand that the Corporation will file the Memorandum and any other disclosure documents delivered to purchasers of the Notes resident in the Province of Québec with the Autorite des marches financiers in Québec and that if the Memorandum or any other disclosure document is furnished to persons in the Province of Québec, it will be accompanied by the French language version thereof.

For the purposes of this opinion, we have examined the following:

1. all currently effective articles and by-laws of the Corporation;
2. resolutions of the board of directors of the Corporation dated August 14, 2007, authorizing the borrowing of money from time to time by the issue and sale of the Notes;
3. specimen forms of Notes;
4. a certificate of status for the Corporation dated August 14, 2007, issued by the Registrar of Corporations (Alberta) (the "**Certificate of Status**");
5. a certificate dated August 14, 2007 of the Chief Financial Officer of the Corporation as to certain factual matters; and
6. the dealer agreement dated August 14, 2007 (the "**Dealer Agreement**") between the Corporation and certain Canadian chartered banks (collectively, the "**Bank**") wherein the Corporation has appointed the Bank as its agent to complete and deliver the Notes.

We have not independently verified the accuracy of the matters set forth in the above referenced certificates upon which we have relied. For the purposes of our opinions hereinafter expressed, we have assumed that:

1. all agreements, certificates and other documents examined by us which purport to be originals are authentic, those which purport to be copies, whether photostatic or certified, facsimile or otherwise conform with the originals thereof and that the signatures on all such documents are genuine;
2. all individuals had the requisite legal capacity;
3. the Dealer Agreement is within the capacity and power of, and has been validly authorized, executed and delivered by or on behalf of, the Bank;
4. the Dealer Agreement constitutes legal, valid, binding and enforceable obligations of each of the parties thereto, other than the Corporation;
5. all certificates issued by governmental authorities and public records which are referred to herein or that we have examined are complete, true and accurate and remain complete, true and accurate as of the date hereof; and
6. the Bank is duly incorporated and subsisting under the laws of its jurisdiction of incorporation, has the power, capacity and authority to enter into and perform its obligations under the Dealer Agreement and to act as agent to complete and deliver the Notes.

We are members of the Bar of the Province of Alberta and are qualified to express opinions only with respect to the laws of the Province of Alberta and the laws of Canada applicable therein. Subject to the following sentence, the opinions set forth below relate only to the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta (in effect as of the date hereof) and we express no opinion as to any laws, or any matters governed by any laws, of any other jurisdiction. Notwithstanding the foregoing sentence, the opinion in paragraph 4 below relates to the respective laws of each Province of Canada (in each case in effect as of the date hereof). Insofar as the opinions set forth below relate to the laws of any provincial jurisdiction other than the laws of the Province of Alberta and the federal laws of Canada applicable therein (the "**Foreign Jurisdictions**", and together with the Province of Alberta, the "**Jurisdictions**"), we have relied exclusively on the opinions of local counsel of even date herewith and listed below:

1. Borden Ladner Gervais LLP – British Columbia;
2. MacPherson, Leslie & Tyerman LLP – Saskatchewan;
3. Aikins, MacAulay & Thorvaldson LLP – Manitoba;
4. Goodmans LLP – Ontario;
5. Fraser Milner Casgrain LLP – Québec; and
6. Stewart McKelvey – Nova Scotia, Newfoundland and Labrador, New Brunswick and Prince Edward Island.

To the extent that any opinion of counsel upon which we have relied is stated to be based on any assumption, to be given in reliance on any certificate or other document, or to be subject to any limitation,

qualification or exception, the opinion expressed below relying on such opinion is based upon the same assumption, is given in reliance on the same certificate or document, and is subject to the same limitation, qualification or exception. We have made no independent investigation nor are we providing any independent opinion with respect to the opinions provided by the local counsels listed above since we are not qualified to practice law in the Foreign Jurisdictions.

In connection with the opinions expressed below, we have, without having made any investigation, search or inquiry regarding the factual matters therein set forth, relied upon the certificate of the Chief Financial Officer of the Corporation dated the date hereof.

The opinion expressed in paragraph 3 with respect to a Note constituting a valid and binding unsecured obligation of the Corporation enforceable against the Corporation in accordance with its terms is subject to the qualification that enforceability may be limited by applicable bankruptcy, insolvency, winding-up, moratorium, reorganization, arrangement or other laws relating to or affecting the enforcement of creditors' rights generally, by the fact that equitable remedies, such as specific performance and injunctive relief, are only available in the discretion of the court from which they are sought and by the fact that a judgment of a court in Canada may only be awarded in Canadian currency.

Notwithstanding any provision of the Notes, the rate at which interest is payable on any judgment obtained in respect of any obligation contained in the Notes may be limited by the *Interest Act* (Canada), the *Judgment Interest Act* (Alberta), the *Court Order Interest Act* (British Columbia) or similar applicable provincial legislation to a rate which is less than the rate stipulated in the Notes. Furthermore, no opinion is given as to any obligation of the Corporation to the extent that any amount payable would result in the receipt of interest at a criminal rate (as such term is defined in the *Criminal Code* (Canada)).

In connection with the opinion expressed in paragraph 1 below, we have relied exclusively upon the Certificate of Status.

In connection with the opinion expressed in paragraph 4 below, we have assumed that the Notes have been assigned a credit rating of R-1 (low) by DBRS Limited ("**DBRS**") and there has been no announcement by DBRS of which the Corporation is or reasonably should be aware that the rating may be downgraded to a level below R-1 (low). Furthermore, we have assumed that the Notes have not been assigned, nor has there been any announcements of which the Corporation is or reasonably should be aware that the Notes will be assigned, a credit rating below: (i) F1 in the case of Fitch Ratings; (ii) P-1 in the case of Moody's Investors Service; or (iii) A-1 (low) in the case of Standard & Poor's.

We express no opinion with respect to compliance with the *Personal Information and Electronic Documents Act* (Canada) or any other privacy laws of any Canadian Province.

We have assumed that the Notes will be issued exclusively in reliance upon the prospectus and registration exemption for short-term debt pursuant to section 2.35 of National Instrument 45-106 – *Prospectus and Registration Exemptions* ("**NI 45-106**") and that the Notes are not convertible or exchangeable into or accompanied by a right to purchase another security other than a security described in section 2.35(l) of NI 45-106.

We have also assumed that, in connection with the opinions and other matters expressed herein with respect to trades or distribution of securities, there is no order, ruling, decision or decree in effect of any court or regulatory authority having jurisdiction having the result of ceasing, restricting or suspending trading in the Notes by any person or company in the Jurisdictions.

For the purposes of the opinion expressed in paragraph 4 below, applicable securities legislation means, collectively, the applicable securities laws of each of the Jurisdictions and the respective regulations and rules made under those securities laws together with all applicable policy statements, blanket orders and rulings of the securities commission or regulatory authority in each of the Jurisdictions together with applicable published policy statements of the Canadian securities administrators.

A specific assumption, limitation or qualification in this opinion is not to be interpreted to restrict the generality of an assumption, limitation or qualification expressed in general terms that includes the subject matter of the specific assumption, limitation or qualification.

Based upon and subject to the foregoing, we are of the opinion that at the date hereof:

1. The Corporation is organized and subsisting under the laws of the Province of Alberta.
2. The Corporation has all necessary corporate power and corporate capacity to borrow money by the issue and sale of the Notes, and has taken all necessary corporate action required to authorize the execution, issuance and sale of the Notes and the borrowing of money thereby.
3. Each Note, specimens of the forms of which are included in the Memorandum, when duly executed on behalf of the Corporation, completed on behalf of the Corporation by the Bank under the Dealer Agreement, and delivered (whether physically or electronically) against payment therefor, will constitute a valid and binding unsecured obligation of the Corporation enforceable against the Corporation in accordance with its terms.
4. No filing or registration is necessary under applicable securities legislation in order for the Corporation to offer the Notes for sale through persons legally authorized to do so:
 - (a) to the public in each of the provinces of Ontario, Québec (provided a copy of the Memorandum and any other disclosure documents delivered to purchasers resident in Québec are filed with the Autorite des marches financiers), British Columbia, Alberta, Saskatchewan, Manitoba, Newfoundland and Labrador, New Brunswick and Prince Edward Island; and
 - (b) to the public in the Province of Nova Scotia, provided that for sales to which the *Securities Act* (Nova Scotia) applies, the Memorandum and any other disclosure document is accompanied by a description of the statutory right of action for rescission or damages granted by the *Securities Act* (Nova Scotia) to purchasers in the Province of Nova Scotia, as required by the *Securities Act* (Nova Scotia).

The opinions herein are given at the date hereof and we disclaim any obligation or undertaking to advise any person of any change in law or fact which may come to our attention after the date hereof. Reliance on the opinions contained herein as to Notes issued after the date hereof must be on the assumption that there has been no change in the law or in the facts on which the opinions are based. This opinion is provided for the benefit of the persons to whom it is addressed and may not be relied upon by any other person and is provided solely in connection with the transaction to which it relates. It may not be quoted, in whole or in part, or otherwise referred to or used for any other purpose without our prior written consent.

Yours very truly,

(signed) "Burnet, Duckworth & Palmer LLP"

**"CERTIFICATED" FORM
FORMULAIRE <<NOMINATIF>>**



Note No. #
Billet n°

Discount / Interest Bearing
Billet à escompte / portant intérêt

**PROMISSORY NOTE
BILLET**

Issue Date
date d'émission

Due Date
Date d'échéance

Inter Pipeline (Corridor) Inc., for value received,
Inter Pipeline (Corridor) Inc., contre valeur reçue,

hereby promises to pay to or to the order of
s'engage par les présentes à payer à ou à l'ordre de _____

on the Due Date, the sum of
a la date d'échéance, la somme de _____

plus interest thereon at
avec intérêt au taux de _____

percent per annum, from the Issue Date up to but not including the Due Date,
pour cent par année, de la date d'émission a la date d'échéance exclusivement,

payable in the lawful money of _____ on due presentation and surrender of this Promissory Note
payable en monnaie ayant cours légal au(x) _____ sur présentation et remise en bonne et due forme du billet à la

to the main branch of The Toronto-Dominion Bank in Montréal, Toronto, Winnipeg, Calgary or Vancouver.
succursale principale de La Banque Toronto-Dominion à Montréal, Toronto, Winnipeg, Calgary or Vancouver.

Authenticated by:
Authentifié par:

**THE TORONTO-DOMINION BANK
LA BANQUE TORONTO-DOMINION**

INTER PIPELINE (CORRIDOR) INC.

By / Par _____
Authorized Signing Officer/ *Signataire autorisé*

By / Par _____
Authorized Signing Officer/ *Signataire autorisé*

By / Par _____
Authorized Signing Officer/ *Signataire autorisé*

**THIS PROMISSORY NOTE SHALL BECOME VALID ONLY WHEN MANUALLY AUTHENTICATED.
LE PRÉSENT BILLET N'EST VALIDE QUE S'IL EST AUTHENTIFIÉ MANUELLEMENT.**

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933.

LE PRÉSENT BILLET N'A PAS ÉTÉ NI NE SERA ENREGISTRÉ AUX TERMES DE LA SECURITIES ACT OF 1933 DES ÉTATS-UNIS.

BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER).

EN ACCEPTANT LA PRÉSENTE OBLIGATION, LE PORTEUR DECLARE ET GARANTIT QU'IL N'EST PAS UNE PERSONNE DES ÉTATS-UNIS (À L'EXCEPTION D'UN BÉNÉFICIAIRE EXONÉRÉ DECRIT À L'ALINÉA 6049(b)(4) DU INTERNAL REVENUE CODE ET DES RÈGLEMENTS PRIS EN APPLICATION DE CELUI-CI) ET QU'IL N'AGIT PAS POUR LE COMPTE D'UNE PERSONNE DES ETATS-UNIS (A L'EXCEPTION D'UN BÉNÉFICIAIRE EXONÉRÉ DÉCRIT À L'ALINÉA 6049(b)(4) DU INTERNAL REVENUE CODE ET DES RÈGLEMENTS PRIS EN APPLICATION DE CELUI-CI).

INTER PIPELINE (CORRIDOR) INC. MAY WITHHOLD FROM ANY PAYMENT UNDER THIS NOTE ANY AMOUNT REQUIRED TO BE DEDUCTED OR WITHHELD ON ACCOUNT OF CANADIAN NON-RESIDENT INCOME TAX ON SUCH PAYMENT AND IF IT DOES SO, INTER PIPELINE (CORRIDOR) INC. FORTHWITH REMIT THE AMOUNTS WITHHELD TO THE APPROPRIATE TAXING AUTHORITIES ON BEHALF OF THE HOLDER. PAYMENTS OF PRINCIPAL AND INTEREST ON THE NOTES WILL NOT BE INCREASED TO TAKE INTO ACCOUNT CANADIAN WITHHOLDING TAX PAYABLE IN RESPECT OF INTEREST OR AMOUNTS DEEMED TO BE INTEREST ON THE NOTES.

INTER PIPELINE (CORRIDOR) INC. PEUT RETENIR DE TOUT PAIEMENT EN VERTU DU PRÉSENT BILLET TOUT MONTANT QUI DOLT ÊTRE DÉDUIT OU RETENU AU TITRE DE L'IMPÔT SUR LE REVENU DES NON-RÉSIDENTS CANADIENS A L'ÉGARD DE CE PAIEMENT ET, LE CAS ÉCHÉANT, INTER PIPELINE (CORRIDOR) INC. REMETTRA SANS DÉLAI LES MONTANTS RETENUS AUX AUTORITÉS FISCALES PERTINENTES POUR LE COMPTE DU PORTEUR. LES PAIEMENTS DU CAPITAL ET DES INTÉRÊTS A L'ÉGARD DES BILLETS NE SERONT PAS AUGMENTÉS POUR TENIR COMPTE DE LA RETENUE D'IMPÔT CANADIENNE PAYABLE SUR L'INTÉRÊT OU LES MONTANTS RÉPUTÉS ÊTRE DES INTÉRÊTS SUR LES BILLETS.

**"BOOK ENTRY" FORM
FORMULAIRE <<D'INSCRIPTION EN COMPTE>>**



Note No. #
Billet n°
Discount / Interest Bearing
Billet à escompte / portant intérêt

**PROMISSORY NOTE
BILLET**

Issue Date
date d'émission

Due Date
Date d'échéance

This is a depository note subject to the Depository and Notes Act
Le présent billet de dépôt est assujéti à la Loi sur les lettres et billets de dépôt

Inter Pipeline (Corridor) Inc., for value received hereby promises to pay to or to the order of **CDS & Co.**
Inter Pipeline (Corridor) Inc., contre valeur reçue, s'engage pour les présentes à payer à ou à l'ordre de CDS & Co.

on the Due Date, the sum of
a la date d'échéance, la somme de _____

plus interest thereon at
avec intérêt au taux de _____

percent per annum, from the Issue Date up to but not including the Due Date,
pour cent par année, de la date d'émission à la date d'échéance exclusivement,

payable in the lawful money of _____ on due presentation and surrender of this Promissory Note
payable en monnaie ayant cours légal au(x) _____ sur présentation et remise en bonne et due forme du billet à la

to the main branch of The Toronto-Dominion Bank in Toronto.
succursale principale de La Banque Toronto-Dominion à Toronto.

Authenticated by:
Authentifié par:

THE TORONTO-DOMINION BANK
LA BANQUE TORONTO-DOMINION

INTER PIPELINE (CORRIDOR) INC.

By / Par _____
Authorized Signing Officer/ Signataire autorisé

By / Par _____
Authorized Signing Officer/ Signataire autorisé

By / Par _____
Authorized Signing Officer/ Signataire autorisé

THIS PROMISSORY NOTE SHALL BECOME VALID ONLY WHEN MANUALLY AUTHENTICATED.
LE PRESENT BILLET N'EST VALIDE QUE S'IL EST AUTHENTIFIE MANUELLEMENT.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933.

LE PRÉSENT BILLET N'A PAS ÉTÉ NI NE SERA ENREGISTRÉ AUX TERMES DE LA SECURITIES ACT OF 1933 DES ÉTATS-UNIS.

BY ACCEPTING THIS OBLIGATION, THE HOLDER REPRESENTS AND WARRANTS THAT IT IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND REGULATIONS THEREUNDER) AND THAT IT IS NOT ACTING FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER).

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