

TRANSCANADA PIPELINES LTD
Form SUPPL
April 30, 2007

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General Instruction II.K of Form F-9;
File No. 333-141122

The information in this preliminary prospectus supplement and the accompanying prospectus is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these notes and are not soliciting an offer to buy these notes in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated April 30, 2007

Preliminary prospectus supplement to prospectus dated March 20, 2007

TransCanada PipeLines Limited

US\$

% Junior Subordinated Notes Due 2067

Interest on the notes will accrue from, and including, the issue date to, but not including, May , 2017 at a fixed rate equal to % per year and will be payable semi-annually in arrears on May and November of each year, commencing on November , 2007. From, and including, May , 2017 until maturity, interest on the notes will accrue at a floating rate, reset quarterly, equal to 3-month LIBOR plus %, payable quarterly in arrears on February , May , August , and November of each year, commencing on August , 2017. We may defer the payment of interest for one or more periods of up to ten years without giving rise to an event of default and without permitting acceleration under the terms of the notes. We will not be required to settle deferred interest payments pursuant to the alternative payment mechanism described in this prospectus supplement until we have deferred interest payments for five years or made a payment of current interest. Deferred interest will accumulate additional interest at the rate then applicable to the notes. In the event of our bankruptcy, holders will have a limited claim for accrued interest the payment of which has otherwise been deferred.

The notes will mature on May , 2067. We may redeem some or all of the notes at any time on or after May , 2017 at 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, together with any compounded interest, on the notes to the date of redemption, which aggregate amount we refer to as the "par redemption amount."

Prior to May , 2017, we may redeem the notes, in whole or in part, at the greater of the par redemption amount and the applicable "make-whole" redemption amount. The "make-whole" redemption amount will be lower if we redeem the notes in whole, and not in part, in connection with a "tax event" or a "rating agency event," as described herein.

We intend to redeem or purchase the notes only with proceeds raised from the sale of securities having equal or greater rating agency equity credit as the notes at the time of such redemption or purchase.

If we exercise our right to redeem the notes in part, in any case, the aggregate principal amount thereof outstanding after such redemption must be at least US\$50,000,000. See "Description of the Notes Redemption".

The notes will be junior subordinated unsecured obligations of TransCanada PipeLines Limited (the "Corporation") and will be subordinated in right of payment to our existing or future senior indebtedness, as defined herein, and will be effectively subordinated to all indebtedness and obligations of our subsidiaries. The notes will be issued only in denominations of US\$2,000 and in integral multiples of US\$1,000.

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As further described in this prospectus supplement, following the earlier of the fifth anniversary of the commencement of a deferral period or a payment, during a deferral period, of current interest on the notes, we and our parent, TransCanada Corporation ("TCC"), will be required to make commercially reasonable efforts to sell APM qualifying securities (as defined herein) and must pay optionally deferred interest payments otherwise due on the notes only from the net proceeds of those sales. An event of default will occur if non-payment of interest, due to an optional deferral or otherwise, continues for 10 consecutive years without all accrued and unpaid interest (including compounded interest) having been paid in full and such non-payment continues for 30 days. In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of any of the notes, whether voluntary or not, a claim of a holder of the notes for accrued interest that is unpaid (including compounded interest thereon) and that has not been settled through the application of the alternative payment mechanism (as described herein), will be limited, to the extent the amount of such interest (including compounded interest thereon) exceeds an amount corresponding to two years of accumulated and unpaid interest (including compounded interest thereon) on such holder's notes, to a claim on our remaining assets ranking equally with claims of our common shareholders upon our liquidation, as more fully described in "Description of the Notes - Limitation on Claims in the Event of Bankruptcy, Insolvency or Receivership".

The notes will not be subject to redemption at the option of the holder or to any sinking fund payments. The notes will not be listed on any securities exchange.

Investing in the notes involves risk. See "Risk Factors" beginning on page S-15 of this prospectus supplement and on page 20 of the accompanying prospectus.

Under applicable Canadian securities legislation, we may be considered to be a connected issuer of Deutsche Bank Securities Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and _____, each of which is a subsidiary or affiliate of one of our lenders to which we are currently indebted. See "Underwriting".

This offering is made by a Canadian issuer that is permitted, under a multi-jurisdictional disclosure system adopted by the United States, to prepare this prospectus supplement and the accompanying prospectus in accordance with Canadian disclosure requirements. Prospective investors should be aware that such requirements are different from those of the United States. The financial statements included or incorporated herein by reference have been prepared in accordance with Canadian generally accepted accounting principles ("Canadian GAAP"), and may be subject to Canadian auditing and auditor independence standards, and thus may not be comparable to financial statements of United States companies. Information regarding the impact upon the Corporation's financial statements of significant differences between Canadian and United States generally accepted accounting principles is contained in the Corporation's restated audited related supplemental note entitled "Restated Reconciliation to United States GAAP" as at December 31, 2006 and 2005 and for each of the years in the three year period ended December 31, 2006 and the unaudited related supplemental note entitled "Reconciliation to United States GAAP" as at March 31, 2007 and December 31, 2006 and for the three month periods ended March 31, 2007 and 2006.

Prospective investors should be aware that the acquisition of the notes described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in, or citizens of, the United States may not be described fully in this prospectus supplement or the prospectus.

The enforcement by investors of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Corporation is incorporated and organized under the laws of Canada, that some or all of its officers and directors are residents of Canada, that some or all of the experts named in the registration statement are residents of Canada and that all or a substantial portion of the assets of the Corporation and said persons are located outside the United States.

The notes have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any state securities commission nor has the SEC or any state securities commission passed upon the accuracy or adequacy of this prospectus supplement or the prospectus. Any representation to the contrary is a criminal offense.

	Per Note	Total
Public offering price	%	US\$
Underwriting discounts and commissions	%	US\$
Proceeds, before expenses, to TransCanada PipeLines Limited	%	US\$

The public offering price set forth above does not include accrued interest, if any. Interest on the notes will accrue from May _____, 2007.

We expect to deliver the notes to investors through the book-entry delivery system of The Depository Trust Company for the accounts of its participants, including Clearstream Banking, société anonyme, Luxembourg and/or Euroclear Bank N.V./S.A., on or about May _____, 2007.

Joint Book-Running Managers

Deutsche Bank Securities

Sole Structuring Advisor

The date of this prospectus supplement is _____, 2007.

Citi

JPMorgan

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

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of the notes we are offering. The second part, the base shelf prospectus, gives more general information, some of which may not apply to the notes we are offering. The accompanying base shelf prospectus, dated March 20, 2007, is referred to as the "prospectus" in this prospectus supplement. References in this prospectus supplement to "we", "us", "our", or the "Corporation" refer to TransCanada PipeLines Limited and not to any of its subsidiaries.

If the description of the notes varies between this prospectus supplement and the prospectus, you should rely on the information in this prospectus supplement.

EXCHANGE RATE DATA

We publish our consolidated financial statements in Canadian dollars. In this prospectus supplement, unless otherwise specified or the context otherwise requires, all dollar amounts are expressed in Canadian dollars and references to "Cdn.\$" or "\$" are to Canadian dollars and references to "US\$" are to United States dollars.

The following table sets forth certain exchange rates based on the noon buying rate in Toronto, Ontario as reported by the Bank of Canada. Such rates are set forth as United States dollars per Cdn.\$1.00 and are the inverse of rates quoted by the Bank of Canada for Canadian dollars per US\$1.00. On April 27, 2007, the inverse of the noon buying rate was US\$0.8967 per Cdn.\$1.00.

	Three Months Ended March 31,		Year Ended December 31,	
	2007	2006	2006	2005
High	0.8674	0.8832	0.9099	0.8690
Low	0.8437	0.8528	0.8528	0.7872
Average ⁽¹⁾	0.8567	0.8699	0.8846	0.8281
Period end	0.8674	0.8568	0.8581	0.8577

(1) The average of the daily exchange rates on the last day of each month during the applicable period.

**SPECIAL NOTE
REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus supplement and the prospectus and the documents incorporated by reference therein include "forward-looking statements" within the meaning of securities laws, including the "safe harbor" provisions of the Securities Act (Alberta), the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the United States Securities Act of 1933, as amended (the "Securities Act"). All forward-looking statements are based on our beliefs as well as assumptions made by and information currently available to us and relate to, among other things, anticipated financial performance, business prospects, strategies, regulatory developments, new services, market forces, commitments and technological developments. Forward-looking statements may be identified by the use of words like "believes", "intends", "expects", "may", "will", "should", or "anticipates", or the negative equivalents of those words or comparable terminology, and by discussions of strategies that involve risks and uncertainties.

The risks and uncertainties of our business, including those discussed and incorporated by reference herein and in the prospectus and the Annual Information Form (as defined herein) as described under "Risk Factors", could cause our actual results and experience to differ materially from the anticipated results or other expectations expressed. The material assumptions in making these forward-looking statements are disclosed in the 2006 MD&A (as defined herein), as may be modified or superseded by documents incorporated or deemed to be incorporated by reference herein, under the headings "TCPL's Strategy", "Pipelines Opportunities and Developments", "Pipelines Outlook", "Energy Opportunities and Developments" and "Energy Outlook". In addition, we base forward-looking statements on assumptions about future events, which may not prove to be accurate. In light of these risks, uncertainties and assumptions, prospective investors should not place undue reliance on forward-looking statements and should be aware that the events described in the forward-looking statements set out in this prospectus supplement and the documents incorporated by reference in this prospectus supplement and the prospectus may not occur.

We cannot assure prospective investors that our future results, levels of activity and achievements will occur as we expect, and neither we nor any other person assumes responsibility for the accuracy or completeness of the forward-looking statements. Except as required by law, we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC, under the Securities Act, a registration statement on Form F-9 relating to the notes. This prospectus supplement and the prospectus, which constitute a part of the registration statement, do not contain all of the information contained in the registration statement, certain items of which are contained in the exhibits to the registration statement as permitted by the rules and regulations of the SEC. Statements included or incorporated by reference in this prospectus supplement and the prospectus about the contents of any contract, agreement or other documents referred to are not necessarily complete, and in each instance, prospective investors should refer to the exhibits for a complete description of the matter involved. Each such statement is qualified in its entirety by such reference.

We file annual and quarterly financial information and material change reports and other material with the securities commissions or similar regulatory authorities in each of the provinces and territories of Canada and with the SEC. Under the multi-jurisdictional disclosure system adopted by the United States, documents and other information that we file with the SEC may be prepared in accordance with the disclosure requirements of Canada, which are different from those of the United States. Prospective investors may read and download any public document that we have filed with the securities commissions or similar authorities in each of the provinces and territories of

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Canada on the System for Electronic Document Analysis and Retrieval ("SEDAR") at www.sedar.com. Prospective investors may read and copy any document we have filed with the SEC at the SEC's public reference room in Washington D.C., and may also obtain copies of those documents from the public reference room of the SEC at 100 F Street, N.E., Washington, D.C. 20549 by paying a fee. In addition, prospective investors may read and download some of the documents the Corporation has filed with the SEC's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR") at www.sec.gov. Reports and other information about the Corporation may also be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

DOCUMENTS INCORPORATED BY REFERENCE

This prospectus supplement is deemed, as of the date hereof, to be incorporated by reference into the prospectus only for the purposes of the offering of the notes offered hereunder. Other documents are also incorporated or deemed to be incorporated by reference into the prospectus and reference should be made to the prospectus for full details.

The following documents of the Corporation, which are filed by the Corporation with the securities commission or similar authority in each of the provinces and territories of Canada and with the SEC, are specifically incorporated by reference into and form an integral part of this prospectus supplement and the prospectus:

- (a) Audited comparative consolidated financial statements as at December 31, 2006 and 2005 and for each of the years in the three year period ended December 31, 2006, the notes thereto, and the auditors' report thereon;
- (b) Management's discussion and analysis of financial condition and results of operations as at and for the year ended December 31, 2006 (the "2006 MD&A");
- (c) Annual Information Form for the year ended December 31, 2006 dated February 22, 2007 (the "Annual Information Form");
- (d) Restated audited related supplemental note entitled "Restated Reconciliation to United States GAAP" as at December 31, 2006 and 2005 and for each of the years in the three year period ended December 31, 2006, the notes thereto, and the auditors' report thereon;
- (e) Comments by Auditors for United States Readers on Canada-United States Reporting Differences, dated February 22, 2007;
- (f) Management's Report on Internal Control over Financial Reporting, dated February 22, 2007 and the auditors' report thereon;
- (g) Unaudited interim comparative consolidated financial statements as at March 31, 2007 and December 31, 2006 and for the three month periods ended March 31, 2007 and 2006 and the notes thereto;
- (h) Management's discussion and analysis of financial condition and results of operations as at and for the three month period ended March 31, 2007 (together with the 2006 MD&A, the "MD&A"); and
- (i) Unaudited related supplemental note entitled "Reconciliation to United States GAAP" as at March 31, 2007 and December 31, 2006 and for the three month periods ended March 31, 2007 and 2006, and the notes thereto.

Any documents of the type referred to above, including all annual information forms, all information circulars, all annual and interim financial statements and management's discussion and analysis relating thereto, all material change reports (excluding confidential material change reports), press releases containing financial information for financial periods more recent than the most recent annual or interim financial

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statements, any business acquisition reports, all updated earnings coverage ratio information, as well as all prospectus supplements disclosing additional or updated information subsequently filed by the Corporation with the Alberta Securities Commission after the date of this

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prospectus supplement and prior to the termination of any offering hereunder shall be deemed to be incorporated by reference into the prospectus. These documents are available through the internet on SEDAR, which can be accessed at www.sedar.com. In addition, any similar documents filed by the Corporation with the SEC in the Corporation's periodic reports on Form 6-K or annual report on Form 40-F, and any other documents filed with or furnished to the SEC pursuant to Section 13(a), 13(c) or 15(d) of the Exchange Act, in each case after the date of this prospectus supplement, shall be deemed to be incorporated by reference into this prospectus supplement and the registration statement of which this prospectus supplement forms a part, if and to the extent expressly provided in such reports. The Corporation's periodic reports on Form 6-K and its annual reports on Form 40-F are available on the SEC's web site at www.sec.gov.

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

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SUMMARY

This summary contains basic information about TransCanada PipeLines Limited and this offering. Because it is a summary, it does not contain all of the information that you should consider before investing in the notes. You should read this entire prospectus supplement, including the section entitled "Risk Factors," our financial statements and the notes thereto incorporated by reference into this prospectus supplement, and the accompanying prospectus carefully before making an investment decision.

THE CORPORATION

The Corporation operates primarily in two business segments: Pipelines and Energy. The Pipelines segment of the Corporation's business is principally comprised of the Corporation's pipelines in Canada, the United States and Mexico and its natural gas storage business which is operated in conjunction with the ANR pipeline in the United States. The Energy segment includes the Corporation's power operations in Canada and the United States, natural gas storage business in Canada and liquefied natural gas projects in Canada and the United States.

The significant subsidiaries of the Corporation as of December 31, 2006 are listed under the heading "TransCanada PipeLines Limited Significant Subsidiaries" in the Annual Information Form. The Corporation's registered office and head office are located at 450 - 1st Street S.W., Calgary, Alberta, Canada, T2P 5H1.

THE OFFERING

Issuer	TransCanada PipeLines Limited.
Parent	TransCanada Corporation.
Securities Offered	% Junior Subordinated Notes due 2067 (the "notes").
Ranking	The notes will be junior subordinated notes which will be issued under the amended and restated subordinated debt indenture, dated November 30, 2000, as supplemented by a first supplemental subordinated indenture to be dated as of the date of the issuance of the notes, between TransCanada PipeLines Limited, TCC and The Bank of Nova Scotia Trust Company of New York, as trustee.
Subordination	<p>The payment of principal of and interest on the notes, to the extent provided in the subordinated indenture, will be subordinated in right of payment to the prior payment in full of all present and future senior indebtedness, as described in "Description of the Notes Subordination," and will be effectively subordinated to all indebtedness and obligations of our subsidiaries.</p> <p>The subordinated indenture places no limitation on the amount of additional indebtedness that is senior in right of payment to the notes that we may incur.</p>
Denominations	The notes will be issued in denominations of US\$2,000 principal amount and integral multiples of US\$1,000 in excess thereof.
Aggregate Principal Amount	US\$.
Maturity Date	May , 2067.
Interest	<p>As described below:</p> <p>interest on the notes will accrue from, and including, the issue date to, but not including, May , 2017 at a fixed rate equal to % per year, payable semi-annually in arrears on May and November of each year, commencing on May , 2007; and</p> <p>from, and including, May , 2017 until maturity, interest on the notes will accrue at a floating rate, reset quarterly, equal to 3-month LIBOR plus %, payable quarterly in arrears on February , May , August and November of each year, commencing on August 2017.</p>
Additional Amounts	Any payments with respect to the notes made by us will be made without withholding or deduction for Canadian taxes, unless required by law or the interpretation or administration thereof, in which case we will pay such additional amounts as may be necessary so that the net amount received by holders of the notes (other than certain excluded holders) after such withholding or deduction will not be less than the amount that would have been received in the absence of such withholding or deduction. See "Description of the Notes Canadian Withholding Taxes".

Redemption

We may redeem the notes, in whole or in part, at any time, on or after May , 2017, at the par redemption amount, as defined herein. We may redeem the notes prior to May , 2017, in whole or in part, at a price equal to the greater of (i) the par redemption amount and (ii) the applicable make-whole redemption amount, as defined herein. The make-whole redemption amount will be lower if we redeem the notes in whole, but not in part, in connection with a "tax event" or a "rating agency event" (as defined herein). However, in any case, if the notes are not redeemed in whole, we may not effect such redemption unless at least US\$50,000,000 aggregate principal amount of the notes, excluding any of the notes held by us or any of our affiliates, remains outstanding after giving effect to such redemption. See "Description of the Notes Redemption."

Capital Replacement Intention

In the event that we redeem the notes, whether as a result of a "tax event" or a "rating agency event," each as defined herein, or otherwise, or in the event we or any of our subsidiaries or other affiliates purchase any of the notes, we and our subsidiaries or other affiliates intend to do so only to the extent the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by us or TCC from new issuances by us or TCC during the period commencing on the 180th calendar day prior to the date of such redemption or purchase of securities having equal or greater rating agency equity credit as the notes at the time of such redemption or purchase.

Optional Deferral

So long as no event of default, as described below, with respect to the notes has occurred and is continuing, we may elect to defer one or more interest payments on the notes at any time and from time to time for up to ten years. Deferred interest will continue to accrue and will compound semi-annually to, but not including, May , 2017, and quarterly, on and after May , 2017, in each case, at the rate of interest applicable to the notes, to the extent permitted by applicable law.

Following the earlier of (i) the fifth anniversary of the commencement of a deferral period or (ii) a payment, during a deferral period, of current interest on the notes, the alternative payment mechanism described below in this summary under " Alternative Payment Mechanism" will apply.

During any optional deferral period, the restrictions on payment by us and TCC of dividends and other distributions on capital stock (described below in this summary under " Payment Restrictions") will apply.

Upon the termination of any optional deferral period and the payment of all amounts then due, we may commence a new optional deferral period, subject to the above requirements. There is no limit to the number of such new optional deferral periods that we may begin. See "Description of the Notes Optional Deferral of Interest."

If we defer interest for a period of 10 consecutive years from the commencement of an optional deferral period, we will be required to

pay all accrued and unpaid interest (including compounded interest) at the conclusion of the 10-year period. If we fail to pay in full all accrued and unpaid interest (including compounded interest) at the conclusion of the 10-year period, due to an optional deferral or otherwise and such failure continues for 30 days, an event of default will occur.

Alternative Payment Mechanism

If we have optionally deferred interest payments otherwise due on the notes, then following the earlier of (i) the fifth anniversary of the commencement of a deferral period or (ii) a payment, during a deferral period, of current interest on the notes, we and TCC (unless TCC's obligations have been earlier terminated as described under "Description of the Notes – Termination of TCC's Obligations") must make commercially reasonable efforts to satisfy our obligation to pay interest in full on the notes (subject to the limitations described below) by selling APM qualifying securities, as defined herein, the sale of which will provide a cash amount to be paid to the holders of the notes in satisfaction of accrued and unpaid interest, together with any compounded interest, on the next succeeding interest payment date. Such obligation will continue until all deferred interest (including compounded interest) has been paid in full (subject to the limitations described below). Our and TCC's obligation to make commercially reasonable efforts to sell APM qualifying securities to satisfy our obligation to pay interest is subject to market disruption events and subject to certain caps (each as defined herein), and does not apply if an event of default with respect to the notes has occurred and is continuing. The net proceeds received by us or TCC from the issuance of APM qualifying securities (i) during the 180 days prior to any interest payment date on which we and TCC are required to use this alternative payment mechanism and (ii) designated by us or TCC at or before the time of such issuance as available to pay interest on the notes will, at the time such proceeds are delivered to the trustee to satisfy the relevant interest payment, be deemed to satisfy our obligations to pay interest on the notes pursuant to the alternative payment mechanism, though any interest not so paid will continue to be treated as optionally deferred interest and such interest will continue to accrue and compound as described above. To the extent TCC raises such eligible proceeds with respect to a deferral period (as described in "Description of the Notes – Alternative Payment Mechanism"), TCC will be required to comply with its contribution obligation (as defined under "Description of the Notes – Alternative Payment Mechanism").

Neither TCC nor any of our subsidiaries will guarantee payments of principal of or interest on the notes.

APM Qualifying Securities

Our or TCC's qualifying non-cumulative perpetual preferred shares, TCC's common shares and qualifying warrants and, if we become publicly traded (as defined herein) or if TCC's obligations have been earlier terminated as described under "Description of the Notes – Termination of TCC's Obligations", our common shares and

qualifying warrants; provided that we may, without the consent of holders of the notes, amend the definition of APM qualifying securities to eliminate common shares or qualifying warrants (but not both) under certain circumstances. See "Description of the Notes – Alternative Payment Mechanism."

Payment Restrictions

On any date on which accrued interest through the most recent interest payment date has not been paid in full, whether because of an optional deferral or otherwise, we and TCC (unless TCC's obligations have been earlier terminated as described under "Description of the Notes – Termination of TCC's Obligations") will not, and will not permit any subsidiary to, declare or pay any dividends or any distributions on, or make any payments of interest, principal or premium, or redeem, repurchase, purchase, acquire or make a liquidation payment on, any of our or TCC's capital stock or our debt securities that rank equally with or junior to the notes, other than pro rata payments on debt securities that rank equally with the notes, with certain exceptions detailed in "Description of the Notes – Certain Restrictions during Optional Deferral Periods."

To the extent any deferral period lasts longer than one year, subject to the exceptions described under "Description of the Notes – Certain Restrictions during Optional Deferral Periods," we and TCC and our subsidiaries will not be permitted to repurchase or redeem any securities ranking junior to or *pari passu* with any APM qualifying securities the proceeds of which were used to settle deferred interest during the relevant deferral period until the first anniversary of the date on which all deferred interest has been paid.

Limitation on Claims in the Event of Bankruptcy, Insolvency or Receivership

In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of any of the notes, whether voluntary or not, a claim of a holder of the notes for accrued interest that is unpaid (including compounded interest thereon) and has not been settled through the application of the alternative payment mechanism, will be limited, to the extent the amount of such interest exceeds an amount corresponding to two years of accumulated and unpaid interest (including compounded interest thereon) on such holder's notes, to a claim on our remaining assets ranking equally with claims of our common shareholders upon our liquidation, as more fully described in "Description of the Notes – Limitation on Claims in the Event of Bankruptcy, Insolvency or Receivership."

Events of Default

The subordinated indenture will provide that only the following constitute events of default with respect to the notes that give a right to accelerate the amounts due under the notes:

default for 30 calendar days in the payment of any interest on the notes when such interest becomes due and payable (whether or not such payment is prohibited by the subordination provisions); however, (i) if we have properly deferred the payment of interest in connection with an optional deferral period, no event of default will

be deemed to have occurred and (ii) if we have not provided a notice of deferral to holders of the notes, the holders will be entitled (in accordance with the provisions of the subordinated indenture) to institute an action against us for the interest then due and payable on the notes but will not have the right to accelerate the payment of amounts due under the notes;

any non-payment of interest, whether due to an optional deferral or otherwise, that continues for 10 consecutive years without all accrued and unpaid interest (including compounded interest thereon) having been paid in full and such non-payment continues for 30 days;

default in the payment of the principal of, and premium, if any, on the notes when due; or

certain events of bankruptcy, insolvency, or receivership, whether voluntary or not.

Failure to comply with covenants, including the alternative payment mechanism, is not an event of default under the subordinated indenture for purposes of declaring an acceleration of payment of the notes.

Use of Proceeds We anticipate that we will use the net proceeds from this offering to repay short-term indebtedness and for other general corporate purposes. See "Use of Proceeds."

Anticipated Security Ratings Standard & Poor's: BBB
Moody's: A3
DBRS: BBB (high)

Certain U.S. Federal Income Tax Considerations A U.S. Holder (as defined herein in "Certain Income Tax Considerations – Certain U.S. Federal Income Tax Considerations") will generally take into account interest on the notes at the time it is accrued or received, in accordance with such holder's method of accounting for U.S. federal income tax purposes. After the commencement of a deferral period, a holder will be required to include interest in income as it accrues, regardless of such holder's method of accounting for U.S. federal income tax purposes, using a constant yield method. Consequently, subsequent to a deferral, holders of the notes would be required to include interest in income even though no cash payments would be made during the deferral period. See "Certain Income Tax Considerations – Certain U.S. Federal Income Tax Considerations."

Form The notes will be represented by one or more global securities registered in the name of Cede & Co., as nominee for The Depository Trust Company (which we refer to as "DTC"). Beneficial interests in the notes will be evidenced through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through either DTC (in the United States), or Clearstream Luxembourg or Euroclear (in Europe) if they are participants in those systems, or indirectly through organizations which are participants in those systems.

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Trustee	The Bank of Nova Scotia Trust Company of New York.
Delivery and Clearance	We will deposit the global securities representing the notes with DTC in New York.
Governing Law	New York.
Accounting Treatment	The notes will be reflected on our consolidated balance sheets as debt, and interest payments on the notes will be included as interest expense on our consolidated statements of income.

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RISK FACTORS

You should carefully consider the risks described below before investing in the notes. The risks and uncertainties described below are not the only ones facing the Corporation. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of these risks actually occur, our business, financial condition and results of operations could be materially affected. In that case, the value of the notes could decline substantially. For additional risks related to the Corporation, see "Risk Factors" in the Annual Information Form, which is included in our annual report on Form 40-F for the year ended December 31, 2006, filed with the SEC.

Risks Related to the Ownership of the Notes

We may elect to defer interest payments on the notes.

So long as no event of default with respect to the notes, as described below, has occurred and is continuing, we may elect to defer one or more payments of interest otherwise due on the notes at any time and from time to time for up to ten years. Following the earlier of (i) the fifth anniversary of the commencement of a deferral period or (ii) a payment, during a deferral period, of current interest on the notes, the alternative payment mechanism described below under "Description of the Notes – Alternative Payment Mechanism" will apply, with the consequences, among others, that we and TCC must (except upon an event of default with respect to the notes) make commercially reasonable efforts to sell APM qualifying securities as described under "Description of the Notes – Alternative Payment Mechanism" and must pay optionally deferred interest only out of the net proceeds of such securities, subject to certain caps. An event of default will occur if non-payment of interest, due to an optional deferral or otherwise, continues for 10 consecutive years without all accrued and unpaid interest (including compounded interest thereon) having been paid in full and such non-payment continues for 30 days. Upon termination of any optional deferral period and the payment of all amounts outstanding, we may commence a new optional deferral period, subject to certain requirements. There is no limit to the number of such new optional deferral periods that we may begin. See "Description of the Notes – Optional Deferral of Interest."

We and TCC may not be able to sell securities when and in the amount necessary to pay interest on the notes.

Our and TCC's ability to raise proceeds in connection with an optional deferral by issuing APM qualifying securities will depend on, among other things, market conditions at the time, the acceptability to prospective investors of the terms of the securities issued, the Corporation's and TCC's financial performance and a variety of other factors beyond our control, including our and TCC's ability to obtain any required consents or approvals, such as any corporate, shareholder, governmental or regulatory authorization that may be required. Accordingly, there could be circumstances where we would wish to or be required to pay interest on the notes and sufficient cash is available for that purpose, but cannot do so because we and TCC have not been able to obtain proceeds from sales of APM qualifying securities sufficient for that purpose.

Holders of the notes have limited rights to accelerate payments of the amounts due under the notes.

The holder of the notes may accelerate payment of the notes only upon the occurrence and continuation of the following events:

default for 30 calendar days in the payment of any interest on the notes when it becomes due and payable (whether or not such payment is prohibited by the subordination provisions); however, (i) if we have properly deferred the payment of interest in connection with an optional deferral period, no event of default will be deemed to have occurred and (ii) if we have not provided a notice of deferral to holders of the notes, the holders will be entitled (in accordance with the provisions of the subordinated indenture) to institute an action against us for the

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interest then due and payable on the notes but will not have the right to accelerate the payment of amounts due under the notes;

any non-payment of interest, whether due to an optional deferral or otherwise, that continues for 10 consecutive years without all accrued and unpaid interest (including compounded interest) having been paid in full, and such non-payment continues for 30 days;

default in the payment of the principal of, and premium, if any, on the notes when due; or

certain events of bankruptcy, insolvency or receivership, whether voluntary or not.

A failure to comply with or breach of the other covenants in the subordinated indenture with respect to the notes (an "other covenant default"), including the covenant to sell certain securities through the alternative payment mechanism to meet certain interest payment obligations, will not result in the acceleration of payment of the notes. Although an other covenant default will not constitute an event of default that gives a right to accelerate payments, it will otherwise constitute a default under the subordinated indenture and could give rise to a claim against us relating to the specific breach; however, the remedy of holders of the notes may be limited to direct monetary damages (if any).

The aftermarket price of the notes may be discounted significantly if we defer interest payments or are unable to pay interest.

If we defer interest payments on the notes due to an optional deferral or are unable to pay interest as a result of an optional deferral period, you may be unable to sell your notes at a price that reflects the value of deferred amounts. To the extent a trading market develops for the notes, that market may not continue during such a deferral period, or during periods in which investors perceive that there is a likelihood of a deferral, and you may be unable to sell the notes at those times, either at a price that reflects the value of required payments under the notes or at all.

An active after-market for the notes may not develop.

The notes constitute a new issue of securities with no established trading market. We cannot assure you that an active after-market for the notes will develop or be sustained or that holders of the notes will be able to sell their notes at favorable prices or at all. Although the underwriters have indicated to us that they intend to make a market in the notes, as permitted by applicable laws and regulations, they are not obligated to do so and may discontinue any such market-making at any time without notice. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the notes. The notes will not be listed on any securities exchange or included in any automated quotation system.

Interest payments on the notes may be deferred and, in such case, U.S. Holders of the notes will be required to recognize income for U.S. federal income tax purposes in advance of the receipt of cash attributable to such income.

If payments of accrued interest on the notes are deferred, U.S. Holders will thereafter be required to accrue interest income in respect of the notes for U.S. federal income tax purposes using a constant yield method, regardless of such holder's method of accounting for such purposes, before such holder receives any cash payment attributable to such income. See "Certain Income Tax Considerations - Certain U.S. Federal Income Tax Considerations."

We may redeem the notes prior to the maturity date and you may not be able to reinvest in a comparable security.

We have the option to redeem the notes for cash, in whole or in part, from time to time on and after May _____, 2017. The redemption price will equal 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, together with any compounded interest, on the notes to the redemption date (the "par redemption amount"). Additionally, we have the option to redeem the notes for cash, in whole or in part, prior to May _____, 2017 at a redemption price equal to the

greater of (i) the par redemption amount of the notes to be redeemed and (ii) the applicable "make-whole redemption amount" as defined herein. The make-whole redemption amount will be lower if we redeem the notes in whole, but not in part, in connection with a "tax event" or a "rating agency event" (as defined herein). See "Description of the Notes - Redemption." In the event we choose to redeem your notes, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the notes.

The notes are effectively subordinated to almost all of our other indebtedness and obligations.

Our obligations under the notes are subordinated in right of payment to all of our current and future senior indebtedness (including our outstanding senior notes) and subordinated indebtedness, except any indebtedness that by its terms is subordinated to, or ranks on an equal basis with, the notes and certain other obligations, including obligations incurred in the ordinary course of business. This means that we cannot make any payments on the notes if we default on a payment of such senior indebtedness and do not cure the default within the applicable grace period, if the holders of the indebtedness ranking senior to the notes have the right to accelerate the maturity of such indebtedness and request that we cease payments on the notes or if the terms of our indebtedness ranking senior in right of payment to the notes otherwise restrict us from making payments to junior creditors.

In addition to the contractual subordination described above, the rights of holders of the notes will be structurally subordinated to all existing and future indebtedness and other obligations of our subsidiaries.

Due to the subordination provisions described in "Description of the Notes - Subordination," in the event of our insolvency, funds which we would otherwise use to pay the holders of the notes will be used to pay the holders of our indebtedness ranking senior in right of payment to the notes to the extent necessary to pay such senior indebtedness in full. As a result of those payments, our general creditors may recover less, ratably, than the holders of our senior indebtedness and these general creditors may recover more, ratably, than the holders of the notes. In addition, the holders of our indebtedness ranking senior in right of payment to the notes may, under certain circumstances, restrict or prohibit us from making payments on the notes.

Our indebtedness as of March 31, 2007, was approximately \$14.9 billion, all of which would be senior in right of payment to the notes. As of March 31, 2007, our subsidiaries had approximately \$1.0 billion of outstanding indebtedness that effectively ranks senior to the notes.

There are no terms in the subordinated indenture or the notes that limit our ability to incur additional indebtedness, and we expect from time to time to incur additional indebtedness ranking senior in right of payment to the notes.

Upon the occurrence of a bankruptcy, insolvency or receivership with respect to the Corporation, claims for payment may be limited.

In certain events of our bankruptcy, insolvency or receivership prior to the maturity or redemption of any of the notes, whether voluntary or not, a claim of a holder of the notes for accrued interest that is unpaid (including compounded interest thereon) and has not been settled through the application of the alternative payment mechanism, will be limited, to the extent the amount of such interest (including compounded interest thereon) exceeds an amount corresponding to two years of accumulated and unpaid interest (including compounded interest thereon) on such holder's notes, to a claim on our remaining assets ranking equally with claims of our common shareholders upon our liquidation, as more fully described in "Description of the Notes - Limitation on Claims in the Event of Bankruptcy, Insolvency or Receivership."

Moreover, the claims of note holders in a bankruptcy, insolvency or similar proceeding are subject to the broad equitable powers of the court. For example, although we do not believe such an argument should prevail, a party in interest in such a proceeding might argue that such holders should be treated as equity holders rather than creditors, and the court could rule in favor of such

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party. This could further limit or reduce any amounts that a holder of the notes could receive in a bankruptcy, insolvency, receivership or similar proceeding.

The interest rate of the notes will fluctuate when the fixed rate period ends, and may decline below the fixed rate.

At the conclusion of the fixed rate period for the notes on May , 2017, the notes will begin to accrue interest at a floating rate. The floating rate may be volatile over time and could be substantially less than the fixed rate, which could reduce the value of the notes in any available after-market, apart from the reduction in current interest income.

General market conditions and unpredictable factors could adversely affect market prices for the notes.

There can be no assurance about the market prices for the notes. Several factors, many of which are beyond our control, will influence the market value of the notes. Factors that might influence the market value of the notes include, but are not limited to:

whether interest payments have been made and are likely to be made on the notes from time to time;

our creditworthiness, financial condition, performance and prospects;

whether the ratings on the notes provided by any ratings agency have changed;

regulatory investment classifications of the notes for purposes of certain types of investors and whether those classifications have changed;

the market for similar securities; and

economic, financial, geopolitical, regulatory or judicial events that affect us or the financial markets generally.

If you purchase the notes, whether in this offering or in the secondary market, the notes may subsequently trade at a discount to the price that you paid for them.

We are not obligated to redeem the notes prior to their maturity date.

We have the right to redeem the notes under circumstances and on terms specified in this prospectus supplement. However, we do not currently intend to redeem or purchase the notes, except to the extent that the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by us or TCC from new issuances by us or TCC during the 180 days prior to the date of that redemption or purchase of securities having equal or greater rating agency equity credit as the notes. See "Description of the Notes Redemption."

We are a corporation incorporated under the laws of Canada and it may be difficult for you to enforce judgments against us or against our directors and executive officers.

We are a corporation incorporated under and governed by the *Canada Business Corporations Act*. Some of our directors and officers are residents of Canada or otherwise reside outside the United States, and all or a substantial portion of their assets, and a substantial portion of our assets, are located outside the United States. We have appointed an agent for service of process in the United States, but it may be difficult for investors to effect service within the United States upon those directors, officers and experts who are not residents of the United States. It may also be difficult for investors to realize in the United States upon judgments of courts in the United States predicated upon our civil liability and the civil liability of our directors and officers under the United States federal securities laws.

We have been advised by our Canadian counsel, Stikeman Elliott LLP, that a judgment of a United States court predicated solely upon civil liability under United States federal securities laws would probably be enforceable in Canada if the United States court in which the judgment was obtained has a basis for jurisdiction in the matter that would be recognized by a Canadian court for the same purposes. We have also been advised by Stikeman Elliott LLP, however, that there is substantial doubt whether an action could be brought in Canada in the first instance on

the basis of liability predicated solely upon United States federal securities laws.

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USE OF PROCEEDS

We estimate that the net proceeds of the offering of the notes, after deducting the estimated expenses of the offering and the underwriting discounts, will be approximately US\$ million. We intend to use the net proceeds of this offering to repay short-term indebtedness and for other general corporate purposes.

EARNINGS COVERAGE

The following financial ratios have been calculated on a consolidated basis for the respective 12 month periods ended December 31, 2006 and March 31, 2007 and are based on audited financial information in the case of the 12 month period ended December 31, 2006 and unaudited financial information in the case of the 12 month period ended March 31, 2007. The following ratios give effect to the issue of the notes pursuant to this prospectus supplement. Adjustments for other normal course issuances and repayments of long-term debt subsequent to March 31, 2007 would not materially affect the ratios and, as a result, have not been made. The financial ratios have been calculated based on financial information prepared in accordance with Canadian GAAP.

	<u>March 31, 2007</u>	<u>December 31, 2006</u>
Based on net income including discontinued operations:		
Earnings coverage on long-term debt	times	times
Based on net income from continuing operations:		
Earnings coverage on long-term debt	times	times

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SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth selected consolidated financial data and other data as at the dates or for the periods indicated. Our consolidated financial statements have been prepared in accordance with Canadian GAAP. The financial data should be read in conjunction with our consolidated financial statements and the related notes and MD&A included in the documents described under "Documents Incorporated by Reference" in this prospectus supplement. Historical results are not necessarily indicative of the results that may be expected for any future period.

	Three Months Ended March 31,		Year Ended December 31,	
	2007	2006	2006	2005
	(unaudited)		(audited)	
	(millions of dollars)			
Consolidated Statement of Earnings Data:				
Revenues	\$ 2,249	\$ 1,894	\$ 7,520	\$ 6,124
Operating expenses				
Plant operating costs and other	732	537	2,411	1,825
Commodity purchases resold	576	505	1,707	1,232
Depreciation	290	257	1,059	1,017
	<u>1,598</u>	<u>1,299</u>	<u>5,177</u>	<u>4,074</u>
	651	595	2,343	2,050
Other expenses/(income)				
Income from equity investments	(6)	(18)	(33)	(247)
Financial charges ⁽¹⁾	236	175	797	840
Gains on sale of assets			(23)	(445)
	<u>421</u>	<u>438</u>	<u>1,602</u>	<u>1,902</u>
Income from continuing operations before income taxes and non-controlling interests	421	438	1,602	1,902
Income taxes	130	169	475	610
Non-controlling interests	22	19	56	62
	<u>269</u>	<u>250</u>	<u>1,071</u>	<u>1,230</u>
Net income from continuing operations	269	250	1,071	1,230
Net income from discontinued operations		28	28	
	<u>269</u>	<u>278</u>	<u>1,099</u>	<u>1,230</u>
Net income	269	278	1,099	1,230
Preferred share dividends	6	6	22	22
	<u>263</u>	<u>272</u>	<u>1,077</u>	<u>1,208</u>
Net income applicable to common shares	\$ 263	\$ 272	\$ 1,077	\$ 1,208

(1) Includes financial charges of joint ventures and interest and other income.

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	Three Months Ended March 31,		Year Ended December 31,	
	2007	2006	2006	2005
	(unaudited)		(audited)	
	(millions of dollars)			
Cash Flow Data: ⁽¹⁾				
Funds generated from operations	\$ 579	\$ 516	\$ 2,374	\$ 1,950
Decrease in operating working capital	41	(1)	(300)	(48)
Net cash provided by operations	620	515	2,074	1,902
Capital expenditures and acquisitions ⁽²⁾	4,571	303	2,042	2,071
Dividends on common and preferred shares	162	155	639	608

(1) The Corporation uses the measure "funds generated from operations". This measure does not have any standardized meaning in Canadian GAAP and is therefore considered to be a non-Canadian GAAP measure. This measure may not be comparable to similar measures presented by other entities. This measure has been used to provide readers with additional information on the Corporation's liquidity and its ability to generate funds to finance its operations.

Funds generated from operations is comprised of net cash provided by operations before changes in operating working capital. A reconciliation of funds generated from operations to net cash provided by operations is presented in the Summarized Cash Flow table in the 2006 MD&A incorporated herein by reference.

(2) Does not include proceeds from disposition of assets.

SOLE DISPOSITIVE POWER

9 0
10

SHARED DISPOSITIVE POWER

11 0
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12 0
CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

SOLE DISPOSITIVE POWER

9 0

0%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 959,783 shares of Class A Common Stock held by other Reporting Persons as to which the Cristina Bordes 2009 Gift Trust disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CUSIP No. 074014101

1 NAME OF REPORTING PERSON

Stephanie Bordes 2009 Gift Trust

2 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY).
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 OO (Please see Item 3)
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d)
OR (2e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

State of New York

NUMBER OF 7 **SOLE VOTING POWER**

SHARES

BENEFICIALLY 0
8 SHARED VOTING POWER

OWNED BY

EACH

0
REPORTING 9 **SOLE DISPOSITIVE POWER**

PERSON

WITH

0
10 SHARED DISPOSITIVE POWER

0
11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0
12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%
14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 959,783 shares of Class A Common Stock held by other Reporting Persons as to which the Stephanie Bordes 2009 Gift Trust disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CUSIP No. 074014101

1 NAME OF REPORTING PERSON

Stephen Bordes 2009 Gift Trust

2 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY).
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 OO (Please see Item 3)
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d)
OR (2e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

State of New York

NUMBER OF 7 **SOLE VOTING POWER**

SHARES

BENEFICIALLY 0
8 SHARED VOTING POWER

OWNED BY

EACH

0
REPORTING 9 **SOLE DISPOSITIVE POWER**

PERSON

WITH

0
10 SHARED DISPOSITIVE POWER

0
11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0
12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%
14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 959,783 shares of Class A Common Stock held by other Reporting Persons as to which the Stephen Bordes 2009 Gift Trust disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CUSIP No. 074014101

1 NAME OF REPORTING PERSON

Lee Bordes 2015 GRAT #7

2 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY).
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 OO (Please see Item 3)
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d)
OR (2e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

State of Florida

NUMBER OF 7 **SOLE VOTING POWER**

SHARES

BENEFICIALLY 0
8 SHARED VOTING POWER

OWNED BY

EACH

0
REPORTING 9 **SOLE DISPOSITIVE POWER**

PERSON

WITH

0
10 SHARED DISPOSITIVE POWER

0
11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0
12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0%
14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 959,783 shares of Class A Common Stock held by other Reporting Persons as to which the Lee Bordes 2015 GRAT #7 disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CUSIP No. 074014101

1 NAME OF REPORTING PERSON

Lee Bordes 2017 GRAT #1

2 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY).
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 OO (Please see Item 3)
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d)
OR (2e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

State of Florida

NUMBER OF 7 **SOLE VOTING POWER**

SHARES

BENEFICIALLY 234,461
OWNED BY 8 **SHARED VOTING POWER**

EACH

0
REPORTING 9 **SOLE DISPOSITIVE POWER**

PERSON

WITH

234,461

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

234,461

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

2.16%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 725,322 shares of Class A Common Stock held by other Reporting Persons as to which the Lee Bordes 2017 GRAT #1 disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

CUSIP No. 074014101

1 NAME OF REPORTING PERSON

Lee Bordes 2017 GRAT #2

2 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY).
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 OO (Please see Item 3)
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d)
OR (2e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

State of Florida

NUMBER OF 7 **SOLE VOTING POWER**

SHARES

BENEFICIALLY 234,461
8 SHARED VOTING POWER

OWNED BY

EACH

0
REPORTING 9 **SOLE DISPOSITIVE POWER**

PERSON

WITH 234,461
10 SHARED DISPOSITIVE POWER

0
11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

234,461
12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) *

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

2.16%
14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

* Excludes 725,322 shares of Class A Common Stock held by other Reporting Persons as to which the Lee Bordes 2017 GRAT #2 disclaims beneficial ownership. This report shall not be construed as an admission that such person is the beneficial owner of such securities.

AMENDMENT NO. 4 TO SCHEDULE 13D

This Schedule 13D is being filed jointly by the trusts (the Trust Filers) and individuals (in their capacity as trustee or co-trustee of one or more Trust Filers or otherwise) listed in Item 2(a) of this Schedule 13D who may be deemed to beneficially own a certain number of the shares of Class A Common Stock of Beasley Broadcast Group, Inc., a Delaware corporation (the Issuer), par value \$.001 per share (the Class A Common Stock), as described herein.

The Schedule 13D (the Schedule) filed by the original Trust Filers on November 14, 2016, as amended and supplemented by Amendment No. 1 filed on May 30, 2017, Amendment No. 2 filed on July 18, 2017 and Amendment No. 3 filed on February 9, 2018, is hereby amended and supplemented by the Reporting Persons as set forth below in this Amendment No. 4.

Item 4. Purpose of Transaction.

The disclosure in Item 4 is hereby amended by adding the following at the end thereof:

On July 24, 2018, the Issuer and each of the Trust Filers entered into an underwriting agreement (the Underwriting Agreement) with Guggenheim Securities, LLC (Guggenheim Securities), on behalf of the underwriters, pursuant to which the Trust Filers sold an aggregate of 3,126,147 shares of Class A Common Stock in a public offering at a price of \$7.05 per share (the Offering). The number of shares of Class A Common Stock sold by each Trust Filer in the Offering is set forth in Item 5(c) hereto. The Underwriting Agreement provides that the underwriters also have a 30-day option to purchase an additional 234,461 shares of Class A Common Stock from each of the Lee Bordes 2017 GRAT #1 and the Lee Bordes 2017 GRAT #2. The foregoing description of the Underwriting Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Underwriting Agreement filed as Exhibit 8 herewith and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

All share percentage calculations in this Schedule 13D are based on 10,844,488 shares of Class A Common Stock outstanding as of July 9, 2018, as reported in the Issuer's prospectus filed with the Securities and Exchange Commission dated July 25, 2018 pursuant to Rule 424(b)(5).

(a) and (b) The Reporting Persons may be deemed to beneficially own an aggregate of 959,783 shares of Class A Common Stock which represents approximately 8.85% of the total shares of the Issuer's Class A Common Stock currently outstanding. Each of the Reporting Persons disclaims beneficial ownership of the securities held by the other Reporting Persons, except to the extent of any pecuniary interest, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Peter A. Bordes, Jr. may be deemed to beneficially own an aggregate of 490,861 shares of Class A Common Stock. This aggregate amount represents approximately 4.53% of the shares of Class A Common Stock currently outstanding. He may be deemed to have (a) the sole power to vote or direct the vote of and to dispose of or to direct the disposition of 1,099 shares of Class A Common Stock owned of record personally and (b) the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 489,762 shares of Class A Common Stock. As a co-trustee, he may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust. He disclaims beneficial ownership, except to the extent of any pecuniary interest, of 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Cristina Bordes may be deemed to beneficially own an aggregate of 468,922 shares of Class A Common Stock. This aggregate amount represents approximately 4.32% of the shares of Class A Common Stock currently outstanding. As a co-trustee, she may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs). She disclaims beneficial ownership, except to the extent of any pecuniary interest, of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Stephen F. Lappert may be deemed to beneficially own an aggregate of 958,684 shares of Class A Common Stock. This aggregate amount represents approximately 8.84% of the shares of Class A Common Stock currently outstanding. As a co-trustee, he may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 958,684 shares of Class A Common Stock (including 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust and an aggregate of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs). He disclaims beneficial ownership of 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust and an aggregate of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

Lee Bordes may be deemed to beneficially own an aggregate of 958,684 shares of Class A Common Stock. This aggregate amount represents approximately 8.84% of the shares of Class A Common Stock currently outstanding. By reason of certain asset substitution rights, she may be deemed to have the right to acquire and therefore may be deemed to have the current shared power to vote or direct the vote of and to dispose of or direct the disposition of 958,684 shares of Class A Common Stock (including 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust and an aggregate of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs). She disclaims beneficial ownership of 489,762 shares of Class A Common Stock owned of record by the Peter A. Bordes, Jr. 2009 Gift Trust and an aggregate of 468,922 shares of Class A Common Stock owned of record by the Lee Bordes GRATs, and this report shall not be deemed to be an admission that such person is the beneficial owner of such securities.

The Peter A. Bordes, Jr. 2009 Gift Trust may be deemed to beneficially own an aggregate of 489,762 shares of Class A Common Stock. Peter A. Bordes, Jr. and Stephen F. Lappert are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 9 of this Schedule 13D is hereby incorporated by reference.

The Lee Bordes 2017 GRAT #1 may be deemed to beneficially own an aggregate of 234,461 shares of Class A Common Stock. Cristina Bordes and Stephen F. Lappert are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 14 of this Schedule 13D is hereby incorporated by reference.

The Lee Bordes 2017 GRAT #2 may be deemed to beneficially own an aggregate of 234,461 shares of Class A Common Stock. Cristina Bordes and Stephen F. Lappert are the trustees and have the shared power to vote and dispose of the shares held by the trust. The information contained on page 15 of this Schedule 13D is hereby incorporated by reference.

(c) The following transactions in the Issuer's securities have been effected by Group Members within the 60 days prior to this filing:

Trust Filer	Number of Shares of Class A Common Stock Sold in the Offering
Peter A. Bordes Marital Trust	171,361
Stephanie Bordes 2009 Gift Trust	439,425
Cristina Bordes 2009 Gift Trust	489,762
Stephen Bordes 2009 Gift Trust	489,762
Lee Bordes 2017 GRAT #1	732,493
Lee Bordes 2017 GRAT #2	732,493
Lee Bordes 2015 GRAT #7	70,851

(e) As of July 26, 2018, each of the Peter A. Bordes Marital Trust, the Stephanie Bordes 2009 Gift Trust, the Cristina Bordes 2009 Gift Trust, the Stephen Bordes 2009 Gift Trust, the Lee Bordes 2015 GRAT #7, Stephanie Bordes and Stephen Bordes, ceased to be the beneficial owners of more than five percent of the Class A Common Stock of the Company and no longer are deemed members of a group within the meaning of Rule 13d-5(b)(1) under the Securities Exchange Act of 1934.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The disclosure in Item 6 is hereby amended by adding the following at the end thereof:

On July 24, 2018, the Issuer and each of the Trust Filers entered into the Underwriting Agreement, pursuant to which the Trust Filers sold an aggregate of 3,126,147 shares of Class A Common Stock in the Offering at a price of \$7.05 per share. The number of shares of Class A Common Stock sold by each Trust Filer is set forth in Item 5(c) hereto. The Underwriting Agreement provides that the underwriters also have a 30-day option to purchase an additional 234,461 shares of Class A Common Stock from each of the Lee Bordes 2017 GRAT #1 and the Lee Bordes 2017 GRAT #2. The foregoing description of the Underwriting Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Underwriting Agreement filed as Exhibit 8 herewith and incorporated by reference herein.

In connection with the Offering, each of the Trust Filers and Peter A. Bordes, Jr. entered into a letter agreement (the Lock-up Agreement), which under each agreed, subject to certain exceptions, that, without the prior written consent of Guggenheim Securities, it will not, during the period ending 180 days after July 23, 2018, offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or otherwise dispose of, any security convertible into or exercisable for, any Class A Common Stock, and will not establish or increase any put equivalent position or liquidate or decrease any call equivalent position with respect to any such security, or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence of ownership of such security, whether or not such transaction is to be settled by delivery of such securities, other securities, cash or other consideration. The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the Lock-Up Agreement, which is filed as Exhibit 9 herewith and incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit A.4: Joint Filing Agreement, dated July 30, 2018.

Exhibit 8: Underwriting Agreement, dated July 24, 2018, by and among the Issuer, each of the Trust Filers and Guggenheim Securities, LLC (incorporated herein by reference to Exhibit 1.1 to the current report on Form 8-K filed with the Securities and Exchange Commission on July 26, 2018 by Beasley Broadcast Group, Inc.).

Exhibit 9: Form of Lock-up Agreement, entered into by each of the Trust Filers and Peter A. Bordes, Jr. (incorporated by reference to Exhibit A of Exhibit 1.1 to the current report on Form 8-K filed with the Securities and Exchange Commission on July 26, 2018 by Beasley Broadcast Group, Inc.).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

PETER A. BORDES, JR., as a Trustee of the Peter A. Bordes, Jr. 2009 Gift Trust and the Peter A. Bordes Marital Trust

*

Peter A. Bordes, Jr.

CRISTINA BORDES, as a Trustee of the Cristina Bordes 2009 Gift Trust, the Peter A. Bordes Marital Trust, the Lee Bordes 2015 GRAT #7, the Lee Bordes 2017 GRAT #1 and the Lee Bordes 2017 GRAT #2

*

Cristina Bordes

STEPHEN F. LAPPERT, as a Trustee of the Peter A. Bordes Marital Trust, the Lee Bordes 2015 GRAT #7, the Lee Bordes 2017 GRAT #1, the Lee Bordes 2017 GRAT #2, the Peter A. Bordes, Jr. 2009 Gift Trust, the Cristina Bordes 2009 Gift Trust, the Stephanie Bordes 2009 Gift Trust and the Stephen Bordes 2009 Gift Trust

/s/ Stephen F. Lappert
Stephen F. Lappert

LEE BORDES

*

Lee Bordes

STEPHANIE L. BORDES, as a Trustee of the Stephanie Bordes 2009 Gift Trust and the Peter A. Bordes Marital Trust

*

Stephanie L. Bordes

STEPHEN M. BORDES, as a Trustee of the
Stephen Bordes 2009 Gift Trust and the Peter
A. Bordes Marital Trust

*

Stephen M. Bordes

PETER A. BORDES MARITAL TRUST

*

By: Peter A. Bordes, Jr., Trustee

*

By: Cristina Bordes, Trustee

*

By: Stephanie L. Bordes, Trustee

*

By: Stephen M. Bordes, Trustee

/s/ Stephen F. Lappert

By: Stephen F. Lappert, Trustee

PETER A. BORDES, JR. 2009 GIFT TRUST

*

By: Peter A. Bordes, Jr., Trustee

/s/ Stephen F. Lappert

By: Stephen F. Lappert, Trustee

CRISTINA BORDES 2009 GIFT TRUST

*

By: Cristina Bordes, Trustee

/s/ Stephen F. Lappert
By: Stephen F. Lappert, Trustee

STEPHANIE BORDES 2009 GIFT TRUST

*

By: Stephanie L. Bordes, Trustee

/s/ Stephen F. Lappert
By: Stephen F. Lappert, Trustee

STEPHEN BORDES 2009 GIFT TRUST

*

By: Stephen M. Bordes, Trustee

/s/ Stephen F. Lappert
By: Stephen F. Lappert, Trustee

LEE BORDES 2015 GRAT #7

LEE BORDES 2017 GRAT #1

LEE BORDES 2017 GRAT #2

*

By: Cristina Bordes, Trustee

/s/ Stephen F. Lappert
By: Stephen F. Lappert, Trustee

*By: /s/ Stephen F. Lappert
Stephen F. Lappert
as Attorney-in-Fact