
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A
(Amendment No. 11)

Under the Securities Exchange Act of 1934

BROOKFIELD INFRASTRUCTURE PARTNERS L.P.
(Name of Issuer)

Limited Partnership Units
(Title of Class of Securities)

G16252101
(CUSIP Number)

Justin B. Beber
Brookfield Asset Management Inc.
Brookfield Place
181 Bay Street, Suite 300
Toronto, Ontario M5J 2T3
(416) 956-5182

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 17, 2021
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

SCHEDULE 13D

CUSIP No. G16252101

1	Names of Reporting Persons BROOKFIELD ASSET MANAGEMENT INC.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> — Joint Filing	
3	SEC Use Only	
4	Source of Funds (See Instructions) AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization ONTARIO	
	Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0 LIMITED PARTNERSHIP UNITS ⁽¹⁾
		8 Shared Voting Power 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾
		9 Sole Dispositive Power 0 LIMITED PARTNERSHIP UNITS ⁽¹⁾
		10 Shared Dispositive Power 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾
11	Aggregate Amount Beneficially Owned by Each Reporting Person 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 31.2% ⁽²⁾ OF THE OUTSTANDING LIMITED PARTNERSHIP UNITS	
14	Type of Reporting Person (See Instructions) CO	

(1) This amount includes 73,395 limited partnership units (“Units”) of Brookfield Infrastructure Partners L.P. (the “Partnership”) owned by BIG Holdings L.P. and 176,250 Units owned by BAM Infrastructure Group L.P., each a wholly-owned subsidiary of Brookfield Asset Management Inc. (“Brookfield”). This amount also includes 100,262,992 redeemable partnership units of Brookfield Infrastructure L.P. (“RPU”) owned by BIP REU Holdings (2015) L.P., a wholly-owned subsidiary of Brookfield, 15,562,000 RPU owned by BIP REU Holdings (2016) L.P., a wholly-owned subsidiary of Brookfield, 6,128,000 RPU owned by BIP REU Holdings (2019) L.P., a wholly-owned subsidiary of Brookfield, and 7,104,300 RPU owned by Brookfield Investments Corporation, a wholly-owned subsidiary of Brookfield. This amount further includes 1,000,000 class A exchangeable subordinate voting shares (“exchangeable shares”) of Brookfield Infrastructure Corporation (“BIPC”) owned by Brookfield and 7,675,193 exchangeable shares owned by BIPC Holding LP, a wholly-owned subsidiary of Brookfield.

Each exchangeable share is exchangeable at the option of the holder for one Unit (subject to adjustment to reflect certain capital events) or its cash equivalent (the form of payment to be determined at the election of BIPC). Each RPU is currently exchangeable for one Unit under certain circumstances.

(2) As of November 17, 2021, there were approximately 305,190,145 Units outstanding.

SCHEDULE 13D

CUSIP No. G16252101

1	Names of Reporting Persons BAM PARTNERS TRUST	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> — Joint Filing	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization ONTARIO	
	Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0 LIMITED PARTNERSHIP UNITS
		8 Shared Voting Power 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾
		9 Sole Dispositive Power 0 LIMITED PARTNERSHIP UNITS
		10 Shared Dispositive Power 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾
11	Aggregate Amount Beneficially Owned by Each Reporting Person 137,982,130 LIMITED PARTNERSHIP UNITS ⁽¹⁾	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 31.2% ⁽²⁾ OF THE OUTSTANDING LIMITED PARTNERSHIP UNITS	
14	Type of Reporting Person (See Instructions) OO	

(1) This amount includes the Units, RPU's and exchangeable shares beneficially owned by Brookfield.

(2) As of November 17, 2021, there were approximately 305,190,145 Units outstanding.

SCHEDULE 13D

CUSIP No. G16252101

Explanatory Note

This Amendment No. 11 (this "Amendment No. 11") to Schedule 13D is being filed to reflect, among other things, (i) the removal of Partners Limited ("Partners") and Partners Value Investments L.P. ("Value Investments") as Reporting Persons (as defined in the original Schedule 13D), (ii) the addition of BAM Partners Trust, a trust established under the laws of the Province of Ontario (the "BAM Partnership"), as a Reporting Person and (iii) the closing on November 17, 2021 of the previously announced equity offering of limited partnership units of the Brookfield Infrastructure Partners L.P., which included a concurrent private placement (the "Private Placement") to Brookfield Investments Corporation ("BIC"), a subsidiary of Brookfield Asset Management Inc. ("Brookfield"), of 7,104,300 redemption-exchange units ("RPUs") of Brookfield Infrastructure L.P. ("Holding LP"), which are exchangeable for limited partnership units of the Partnership (the "Units") under certain circumstances.

Information and defined terms reported in the original Schedule 13D, as amended through Amendment No. 10 thereto (the "Schedule 13D"), remain in effect except to the extent that it is amended or superseded by information or defined terms contained in this Amendment No. 11.

Item 2. Identity and Background

The BAM Partnership shall be deemed a "Reporting Person" and each of Partners and Value Investments shall not be deemed to be a "Reporting Person" for purposes of this Schedule 13D, as amended hereby. The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Act. The agreement among the Reporting Persons to file this Schedule 13D jointly (the "Joint Filing Agreement") is attached hereto as Exhibit 11.

Item 2(a) of the original Schedule 13D is hereby amended to remove reference to Partners and Value Investments, including subsections (ii) and (iii), and supplemented to add new section (ii) as follows:

(ii) BAM Partners Trust (the "BAM Partnership"), a trust formed under the laws of the Province of Ontario. The trustee of the BAM Partnership is BAM Class B Partners Inc., an Ontario corporation ("BAM Partners"). In accordance with the previous announcement in Brookfield's management information circular dated April 27, 2020, Partners closed the transfer of 85,120 class B limited voting shares of Brookfield (the "BAM Class B Shares") on April 6, 2021, representing 100% of such shares, to the BAM Partnership. The BAM Class B Shares entitle the holders thereof to appoint one half of the board of directors of Brookfield.

Item 2(b)-(c), (f) of the original Schedule 13D is hereby amended to remove references to Partners and Value Investments, including the schedules of directors and officers thereof, and supplemented as follows:

BAM Partners is the trustee of the BAM Partnership, and the principal business address of BAM Partners and the BAM Partnership is Brookfield Place, 181 Bay Street, Suite 300, P.O. Box 762, Toronto, Ontario M5J 2T3, Canada.

Schedule I to this Amendment No. 11 sets forth a list of updated names of directors and executive officers of Brookfield (to be included as "Scheduled Persons") for purposes of this Schedule 13D), and their respective principal occupations, addresses, and citizenships.

Schedule II to this Amendment No. 11 sets forth a list of all of the directors and officers (to be included as "Scheduled Persons" for purposes of this Schedule 13D) of BAM Partners, as trustee of the BAM Partnership, and their respective principal occupations, addresses, and citizenships.

Item 2(d)-(e) of the original Schedule 13D is hereby amended to remove reference to Partners and Value Investments, and supplemented as follows:

During the last five years, none of Reporting Persons and, to their respective knowledge, none of the Scheduled Persons, has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which, he, she or it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby supplemented as follows:

In connection with the Private Placement, BIC and Holding LP entered into a subscription agreement, dated as of November 17, 2021 (the “Subscription Agreement”), which provided for the purchase by BIC of 7,104,300 RPUs at \$56.304 per unit using working capital and deliverable at closing on or about November 17, 2021.

The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Subscription Agreement, which is incorporated herein by reference as Exhibit 13.

Item 4. Purpose of Transaction.

Item 4 of the original Schedule 13D is hereby supplemented as follows:

The information set forth in Item 3 of this Amendment No. 11 is hereby incorporated by reference.

Item 5. Interest in Securities of the Issuer

Items 5(a)-(b) of the Schedule 13D are hereby amended as follows:

(a)-(b) The information provided in the cover pages of this Amendment No. 11 is hereby incorporated by reference. Assuming that all of the RPUs of Holding LP were exchanged for Units pursuant to the redemption-exchange mechanism and all exchangeable shares of BIPC held by the Reporting Persons were exchanged for Units, as of the date hereof, the Reporting Persons may be deemed to be the beneficial owners of 137,982,130 Units, and such Units would constitute approximately 31.2% of the issued and outstanding Units based on the number of Units outstanding as of November 17, 2021. Brookfield holds the Units, RPUs and exchangeable shares, as applicable, directly or in one or more wholly-owned subsidiaries.

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

Item 6 of the original Schedule 13D is hereby amended and supplemented as follows:

The information set forth in Item 3 of this Amendment No. 11 is hereby incorporated by reference.

As of November 17, 2021, Brookfield may deliver up to 64,686,098 Units to satisfy exchanges of exchangeable shares in accordance with the terms of the Rights Agreement.

Item 7. Material to be Filed as Exhibits.

Item 7 of Schedule 13D is hereby amended and supplemented as follows:

Exhibit 11. Joint Filing Agreement, dated November 22, 2021

Exhibit 13. Subscription Agreement dated November 17, 2021 by and between Brookfield Investments Corporation and Brookfield Infrastructure L.P.

SCHEDULE 13D

CUSIP No. G16252101

SIGNATURES

After reasonable inquiry and to the best of the undersigned's knowledge and belief, each of the undersigned certifies as to itself that the information set forth in this statement is true, complete and correct.

Dated: November 22, 2021

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Senior Vice President

BAM PARTNERS TRUST, by its trustee, BAM CLASS B PARTNERS INC.

By: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Secretary

SCHEDULE I

BROOKFIELD ASSET MANAGEMENT INC.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
M. Elyse Allan, Director	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Corporate Director	Canada and U.S.A.
Justin B. Beber, Managing Partner, Head of Corporate Strategy and Chief Legal Officer	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Managing Partner, Head of Corporate Strategy & Chief Legal Officer	Canada
Jeffrey M. Blidner, Vice Chair and Director	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice Chair, Brookfield	Canada
Angela F. Braly, Director	250 Vesey Street, 15th Floor, New York, NY 10281-1023, U.S.A.	Corporate Director	U.S.A.
Jack L. Cockwell, Director	51 Yonge Street, Suite 400 Toronto, Ontario M5E 1J1, Canada	Chair of Brookfield Partners Foundation	Canada
Marcel R. Coutu, Director	Suite 1210 225 – 6th Ave. S.W. Calgary, Alberta T2P 1N2, Canada	Corporate Director	Canada
Bruce Flatt, Director and Chief Executive Officer	One Canada Square, Level 25 Canary Wharf, London E14 5AA U.K.	Chief Executive Officer, Brookfield	Canada
Janice Fukakusa, Director	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Corporate Director	Canada
Nicholas H. Goodman, Managing Partner, Chief Financial Officer	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Managing Partner, Chief Financial Officer, Brookfield	United Kingdom
Maureen Kempston Darkes, Director	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Corporate Director	Canada
Brian W. Kingston, Managing Partner, Chief Executive Officer Real Estate	250 Vesey Street, 15th Floor, New York, NY 10281-1023, U.S.A.	Managing Partner, Chief Executive Officer Real Estate of Brookfield	Canada
Brian D. Lawson, Vice Chair and Director	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Vice Chair, Brookfield	Canada
Cyrus Madon, Managing Partner, Chief Executive Officer Private Equity	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Managing Partner, Chief Executive Officer of Private Equity of Brookfield	Canada
Howard S. Marks, Director	333 S. Grand Avenue, 28th Floor, Los Angeles, CA 90071, U.S.A.	Co-Chairman, Oaktree Capital Management Inc.	U.S.A.

Frank J. McKenna, Director	TDCT Tower 161 Bay Street, 35th Floor Toronto, Ontario M5J 2T2, Canada	Chair of Brookfield and Deputy Chair of TD Bank Group	Canada
Rafael Miranda, Director	C/Santiago de Compostela 100 28035 Madrid, Spain	Corporate Director	Spain
Craig Noble, Managing Partner, Chief Executive Officer Alternative Investments	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Managing Partner, Chief Executive Officer Alternative Investments of Brookfield	Canada
Hutham S. Olayan, Director	505 Park Avenue, New York, NY 10022, U.S.A.	Chair of The Olayan Group	U.S.A. and Saudi Arabia
Lori Pearson, Managing Partner and Chief Operating Officer	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Managing Partner and Chief Operating Officer of Brookfield	Canada
Samuel J.B. Pollock, Managing Partner, Chief Executive Officer Infrastructure	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Managing Partner, Chief Executive Officer Infrastructure of Brookfield	Canada
Lord Augustine Thomas O'Donnell, Director	Frontier Economics, 71 High Holborn, London U.K. WC1V 6DA	Chair of Frontier Economics Limited	United Kingdom
Ngee Huat Seek, Director	501 Orchard Road, #08 — 01 Wheelock Place, Singapore 238880	Chair, GLP IM Holdings Limited	Singapore
Sachin G. Shah, Managing Partner, Chief Investment Officer	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Managing Partner, Chief Investment Officer, Brookfield	Canada
Diana L. Taylor, Director	c/o Bloomberg, Philanthropies, 25 East 78th Street, New York, N.Y. 10075	Corporate Director	U.S.A. and Canada
Connor Teskey, Managing Partner, Chief Executive Officer Renewable Power	One Canada Square, Level 25, Canary Wharf, London, UK E14 5AA	Managing Partner, Chief Executive Officer Renewable Power, Brookfield	Canada

SCHEDULE II

BAM CLASS B PARTNERS INC.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Jack L. Cockwell, Director and Vice President	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Chair of Brookfield Partners Foundation	Canada
Bruce Flatt, Director and Vice President	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Chief Executive Officer, Brookfield	Canada
Brian D. Lawson, Director and President	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Vice Chair, Brookfield	Canada
Kathy Sarpash, Secretary	181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3, Canada	Senior Vice-President of Brookfield	Canada

JOINT FILING AGREEMENT

This will confirm the agreement among the undersigned that the Schedule 13D/A filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of the limited partnership units of Brookfield Infrastructure Partners L.P. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

Dated: November 22, 2021

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Senior Vice President

BAM PARTNERS TRUST, by its trustee, **BAM CLASS B PARTNERS INC.**

By: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Secretary

**BROOKFIELD INVESTMENTS CORPORATION
SUBSCRIPTION AGREEMENT**

To: Brookfield Infrastructure L.P. (“BILP”)
Dated: November 11, 2021

RECITALS:

I. Brookfield Infrastructure Partners L.P. (“**BIP**”), a Bermuda exempted limited partnership, has agreed to issue and sell (the “**BIP Offering**”) 8,240,800 limited partnership units (“**LP Units**”) of BIP to a syndicate of underwriters (collectively, the “**Underwriters**”) at a price per LP Unit of \$58.65 (the “**Public Price**”) pursuant to the terms and conditions of a purchase agreement dated November 11, 2021 (the “**Underwriting Agreement**”) between the Underwriters and BIP.

II. Pursuant to the terms and conditions of the Underwriting Agreement, BIP has granted to the Underwriters an option to purchase up to 1,236,100 additional LP Units of BIP at a price per LP Unit equal to the Public Price, exercisable at any time up to the 30th day after the Closing Date (as defined below) to cover over-allotments, if any, and for market stabilization purposes.

III. Upon completion of the BIP Offering, BIP is required pursuant to the terms of the limited partnership agreement of BILP to invest the proceeds in managing general partner units of BILP.

IV. Brookfield Investments Corporation (“**BIC**”) is a wholly-owned subsidiary of Brookfield Asset Management Inc. (“**BAM**”).

V. BAM owns an approximate 29% interest in BIP assuming the exchange of all of BAM’s redeemable partnership units (“**RPU**s”). Pursuant to the terms and conditions of this Agreement, BIC wishes to subscribe for 7,104,300 RPUs of BILP.

NOW THEREFORE, BIC and BILP agree as follows:

A. Subscription

1. Concurrently with the issue of LP Units to the Underwriters pursuant to the Underwriting Agreement (the “**Closing Date**”), BIC shall subscribe for and purchase from BILP and BILP shall issue and sell to BIC, 7,104,300 RPUs at a price per RPU equal to \$56.304, being the dollar equivalent of the Public Price, less underwriting commissions payable by BIP per LP Unit, for an aggregate price (the “**Subscription Amount**”) equal to \$400,000,507.20 and on the other terms and conditions contained in this Agreement.

2. The closing of the purchase and sale of RPUs will be conducted via email at 8:00 a.m. on the Closing Date (the “**Closing Time**”). At the Closing Time, BILP shall deliver to BIC a certificate representing the RPUs registered in the name of BIC, against payment to BILP by wire transfer of the Subscription Amount.

B. BIC's Acknowledgements and Agreements

3. BIC acknowledges and agrees that:

- (a) subject to the condition set forth in paragraph D.5 of this Agreement, this subscription is and shall be irrevocable as against BIC; and
- (b) BIC was not offered the RPU's in the United States, BIC is a non-U.S. person, the sale and purchase of the RPU's, including the execution of this Agreement was, or is being, or will be, as the case may be, executed, outside of the United States, and the sale and purchase of the RPU's is not part of a plan or scheme to evade the registration requirements of the United States Securities Act of 1933, as amended. For purposes of this paragraph (b), "United States" and "non-U.S. person" have the meanings ascribed thereto in Regulation S under such act.

C. BIC's Representations, Warranties and Covenants

4. BIC represents, warrants and covenants to BILP (which representations, warranties and covenants shall survive the Closing Time) and acknowledges that BILP is relying thereon, that:

- (a) BIC is a corporation duly incorporated and is validly existing under the laws of the Province of Ontario;
- (b) BIC has duly executed, authorized and delivered this Agreement, and upon acceptance by BILP, this Agreement will constitute a valid and binding agreement of BIC, enforceable against BIC in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization or other laws of general application affecting enforcement of creditors' rights, general principles of equity that restrict the availability of equitable remedies, and to the extent that enforceability may be limited by applicable securities laws; and
- (c) BIC will, with respect to this Agreement, execute, deliver and file or assist BILP in obtaining and filing such reports, undertakings and other documents relating to the purchase of the RPU's by BIC as may be required by any securities commission, stock exchange or other regulatory authority.

D. Conditions to Closing of the Purchase and Sale

5. The obligations of BILP and BIC to complete the purchase and sale of the RPU's at the Closing Time is conditional upon the completion or concurrent completion of the issuance of LP Units pursuant to the terms of the Underwriting Agreement.

6. BILP's obligation to issue and sell the RPU's at the Closing Time is subject to the satisfaction or waiver, at the option of BILP, of the following conditions:

- (a) the representations and warranties made by BIC in this Agreement shall be true and correct when made, and shall be true and correct at the Closing Time with the same force and effect as if they had been made on and as of such dates;
-

- (b) all covenants, agreements and conditions contained in this Agreement that BIC is required to perform on or prior to the Closing Time shall have been performed or complied with in all material respects;
- (c) BILP shall have obtained all necessary qualifications and receipts under applicable securities laws, or obtained exemptions therefrom, required by any jurisdiction for the offer and sale of the RPU's to BIC;
- (d) the sale of the RPU's shall not be prohibited by any law or governmental order or regulation; and
- (e) no proceeding challenging this Agreement or the transactions contemplated by this Agreement, or seeking to prohibit, alter, prevent or materially delay the closing of the issuance of the RPU's shall have been instituted or be pending before any court, arbitrator, governmental body, agency or official.

E. Assignment

7. Except as provided in this section, no party may assign its rights or benefits under this Agreement. BIC may, at any time prior to the Closing Time assign all, or any part of, its rights and benefits under this Agreement to any subsidiary of BAM who delivers an instrument in writing to BILP confirming that it is bound by and shall perform all of the obligations of BIC under this Agreement as if it were an original signatory; provided that, no such assignment shall relieve BIC of its obligations under this Agreement. In the event of an assignment as contemplated by this section, any reference in this Agreement to "BIC" shall be deemed to include the assignee.

F. Notices

8. Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To BILP:

Brookfield Infrastructure L.P.
Canon's Court
73 Front Street
Hamilton, HM 12, Bermuda

Email: jane.sheere@brookfield.com
Attention: Corporate Secretary

To BIC:

Brookfield Investments Corporation
Suite 300, Brookfield Place
181 Bay Street, Box 762
Toronto, Ontario M5J 2T3

Email: kathy.sarpash@brookfield.com
Attention: Senior Vice President & General Counsel

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day.

G. General

9. Time shall, in all respects, be of the essence in this Agreement.
10. All dollar amounts referred to in this Agreement are expressed in U.S. dollars and, for greater certainty, "\$" means U.S. dollars, unless otherwise indicated.
11. The headings contained in this Agreement are for convenience only and do not affect the construction or interpretation of this document.
12. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of BILP and BIC and their respective successors and permitted assigns.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein
14. This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

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Dated as of the date first written above.

BROOKFIELD INVESTMENTS CORPORATION

Per: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Senior Vice President & General Counsel

This Agreement is accepted by BILP as of the date first written above.

BROOKFIELD INFRASTRUCTURE L.P.,

by its managing general partner,

BROOKFIELD INFRASTRUCTURE PARTNERS L.P.,

by its general partner,

BROOKFIELD INFRASTRUCTURE PARTNERS LIMITED

Per: /s/ Jane Sheere

Name: Jane Sheere

Title: Secretary

[Subscription Agreement - BILP]
