

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
(Amendment No. 7)

Under the Securities Exchange Act of 1934

BROOKFIELD INFRASTRUCTURE PARTNERS L.P.

(Name of Issuer)

Limited Partnership Units

(Title of Class of Securities)

G16252 10 1

(CUSIP Number)

A.J. Silber
Brookfield Asset Management Inc.
Brookfield Place
181 Bay Street, Suite 300
Toronto, Ontario M5J 2T3
(416) 363-9491

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

September 15, 2017

(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)

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) 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	
	7	Sole Voting Power 0 LIMITED PARTNERSHIP UNITS	
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 116,074,637 LIMITED PARTNERSHIP UNITS ¹	
	9	Sole Dispositive Power 0 LIMITED PARTNERSHIP UNITS	
	10	Shared Dispositive Power 116,074,637 LIMITED PARTNERSHIP UNITS ¹	
11		Aggregate Amount Beneficially Owned by Each Reporting Person 116,074,637 LIMITED PARTNERSHIP UNITS	
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) 29.6% 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. (“RPUs”) owned by BIP REU Holdings (2015) L.P., a wholly-owned subsidiary of Brookfield, and 15,562,000 RPUs owned by BIP REU Holdings (2016) L.P., a wholly-owned subsidiary of Brookfield.

1	Names of Reporting Persons	PARTNERS VALUE INVESTMENTS LP
<hr/>		
2	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	<input type="checkbox"/>	
(b)	<input checked="" type="checkbox"/> — Joint Filing	
<hr/>		
3	SEC Use Only	
<hr/>		
4	Source of Funds (See Instructions)	
	OO	
<hr/>		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
<hr/>		
6	Citizenship or Place of Organization	
	ONTARIO	
<hr/>		
	7	Sole Voting Power 3,327,972 LIMITED PARTNERSHIP UNITS
<hr/>		
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 0 LIMITED PARTNERSHIP UNITS
	9	Sole Dispositive Power 3,327,972 LIMITED PARTNERSHIP UNITS
	10	Shared Dispositive Power 0 LIMITED PARTNERSHIP UNITS
<hr/>		
11	Aggregate Amount Beneficially Owned by Each Reporting Person 3,327,972 LIMITED PARTNERSHIP UNITS	
<hr/>		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
<hr/>		
13	Percent of Class Represented by Amount in Row (11) 0.8% OF THE OUTSTANDING LIMITED PARTNERSHIP UNITS	
<hr/>		
14	Type of Reporting Person (See Instructions)	
	PN	
<hr/>		

1	Names of Reporting Persons PARTNERS LIMITED
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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
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4	Source of Funds (See Instructions) OO
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5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>
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6	Citizenship or Place of Organization ONTARIO
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7	Sole Voting Power 119,440,712 LIMITED PARTNERSHIP UNITS
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Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 119,402,611 LIMITED PARTNERSHIP UNITS
	9	Sole Dispositive Power 38,102 LIMITED PARTNERSHIP UNITS
	10	Shared Dispositive Power 119,402,611 LIMITED PARTNERSHIP UNITS

11	Aggregate Amount Beneficially Owned by Each Reporting Person 119,440,712 LIMITED PARTNERSHIP UNITS
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12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
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13	Percent of Class Represented by Amount in Row (11) 30.4% OF THE OUTSTANDING LIMITED PARTNERSHIP UNITS
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14	Type of Reporting Person (See Instructions) CO
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Explanatory Note

This Amendment No. 7 (this "Amendment No. 7") to Schedule 13D is being filed to reflect the closing on September 15, 2017 of the previously announced equity offering of the Partnership, which included a concurrent private placement (the "Private Placement") to Brookfield of 7,423,000 RPU's of Brookfield Infrastructure L.P. ("Holding LP"), which are exchangeable for limited partnership units of the Partnership (the "Units") under certain circumstances. The additional RPU's were issued to BIP REU Holdings (2016) L.P., a wholly-owned subsidiary of Brookfield.

Information reported in the original Schedule 13D remains in effect except to the extent that it is amended or superseded by information contained in this Amendment No. 7.

Item 2. Identity and Background

Item 2 of Schedule 13D is hereby amended and supplemented as follows:

Schedules I, II and III hereto set forth a list of all the directors and executive officers (the "Scheduled Persons"), and their respective principal occupations, addresses, and citizenships, of each of Brookfield, PVI Management Inc., as general partner of Partners Value Investments LP ("Value Investments"), and Partners Limited ("Partners"), respectively.

Item 3. Source and Amount of Funds or Other Consideration

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

In connection with the Private Placement, Brookfield and the Partnership entered into a subscription agreement, dated as of September 12, 2017 (the "Subscription Agreement"), which provided for the purchase by Brookfield of 7,423,000 RPU's, deliverable at closing on or about September 15, 2017.

Item 4. Purpose of Transaction

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

The Subscription Agreement provided for the purchase by Brookfield of 7,423,000 RPU's for the purpose of increasing its investment in the Partnership.

Item 5. Interest in Securities of the Issuer

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

- (a)-(b) As of the date hereof, Value Investments may be deemed to be the beneficial owner of 3,327,972 Units, and such Units constitute approximately 0.8% of the issued and outstanding Units based on the number of Units outstanding as of September 15, 2017. Assuming that all of the redeemable partnership units of Holding LP were exchanged for Units pursuant to the redemption-exchange mechanism, as of the date hereof, Brookfield may be deemed to be the beneficial owner of 116,074,637 Units and Partners may be deemed to be the beneficial owner of 119,440,712 Units, and such Units would constitute approximately 29.6% and 30.4%, respectively, of the issued and outstanding Units based on the number of Units outstanding as of September 15, 2017. The Units deemed to be beneficially owned by Partners include 38,102 Units owned by Partners and the Units deemed to be beneficially owned by each of Brookfield and Value Investments. Brookfield may hold the Units directly or in one or more wholly-owned subsidiaries. Partners may be deemed to have shared power (with each of Brookfield and Value Investments) to vote or direct the vote of the Units beneficially owned by it or to dispose of such Units other than 38,102 Units with respect to which it has sole voting and investment power.

Item 7. Material to be Filed as Exhibits.

Exhibit 7 Subscription Agreement dated September 12, 2017 by and between Brookfield Asset Management Inc. and Brookfield Infrastructure L.P.

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: September 15, 2017

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ A.J. Silber
Name: A.J. Silber
Title Vice President, Legal Affairs

PARTNERS VALUE INVESTMENTS LP, by its general partner, PVI MANAGEMENT INC.

By: /s/ Adil Mawani
Name: Adil Mawani
Title Director, Finance

PARTNERS LIMITED

By: /s/ Brian Lawson
Name: Brian Lawson
Title President

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	GE Canada 2300 Meadowvale Road, Mississauga, Ontario, L5N 5P9, Canada	President and Chief Executive Officer of GE Canada	U.S.A. & Canada
Jeffrey M. Blidner, Vice Chairman and Director	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice Chairman of Brookfield	Canada
Angela F. Braly, Director	The Braly Group LLC 832 Alverna Drive, Indianapolis, Indiana 46260 U.S.A.	President & Founder, The Braly Group, LLC	U.S.A.
Richard (Ric) Clark, Senior Managing Partner	250 Vesey Street, 15th Floor, New York, NY 10281-1023 U.S.A.	Senior Managing Partner of Brookfield	U.S.A.
Jack L. Cockwell, Director	c/o 51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Corporate Director	Canada
Marcel R. Coutu, Director	c/o Suite 1700, 335 — 8 th Ave. S.W., Calgary, Alberta T2P 1C9 Canada	Corporate Director	Canada
Murilo Ferreira, Director	Rua General Venâncio Flores, 50 Cob 01, Leblon Rio de Janeiro	Former CEO of Vale SA	Brazil
J. Bruce Flatt, Director and Senior Managing Partner and Chief Executive Officer	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Executive Officer of Brookfield	Canada
Robert J. Harding, Director	c/o 181 Bay Street, Suite 300, Brookfield Place, Toronto, Ontario M5J 2T3, Canada	Corporate Director of Brookfield	Canada
V. Maureen Kempston Darkes, Director	10 Avoca Avenue, Unit 1904, Toronto, Ontario M4T 2B7	Corporate Director	Canada
David W. Kerr, Director	Halmont Properties Corporation 51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Chairman, Halmont Properties Corporation	Canada
Brian W. Kingston, Senior Managing Partner	250 Vesey Street, 15th Floor, New York, NY 10281-1023 U.S.A.	Senior Managing Partner of BAM	Canada
Brian D. Lawson, Senior Managing Partner and Chief Financial Officer	181 Bay Street, Suite300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner an Chief Financial Officer of BAM	Canada
Cyrus Madon, Senior Managing Partner	181 Bay Street, Suite300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Frank J. McKenna, Director	TD Bank Group, P.O. Box 1, TD Centre, 66 Wellington St. West, 4th Floor, TD Tower, Toronto, Ontario M5K 1A2, Canada	Chair of Brookfield and Deputy Chair of TD Bank Group	Canada
Rafael Miranda, Director	C/Principe de Viana 9 28023 Madrid, Spain	Former CEO of Endesa, S.A., Chairman of Acerinox, S.A.	Spain

Youssef A. Nasr, Director	P.O. Box 16 5927, Beirut, Lebanon	Corporate Director of Brookfield and former Chairman and CEO of HSBC Middle East Ltd. and former President of HSBC Bank Brazil	Lebanon and U.S.A.
Lord Augustine Thomas O'Donnell, Director	Frontier Economics 71 High Holborn, London U.K. WC1V 6DA	Chairman of Frontier Economics	United Kingdom
Lori Pearson, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Operating Officer of Brookfield	Canada
Samuel J.B. Pollock, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Ngee Huat Seek, Director	501 Orchard Road, #08 — 01 Wheelock Place, Singapore 238880	Chairman, Global Logistic Properties	Singapore
Sachin G. Shah, Senior Managing Partner	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner of Brookfield	Canada
Diana L. Taylor, Director	Solera Capital L.L.C 625 Madison Avenue, 3rd Floor New York, N.Y. 10022	Vice Chair, Solera Capital LLC	U.S.A. and Canada
A.J. Silber, Vice-President, Legal Affairs and Corporate Secretary	181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3, Canada	Vice-President, Legal Affairs and Corporate Secretary of Brookfield	Canada

SCHEDULE II

**PVI MANAGEMENT INC., as General Partner of
PARTNERS VALUE INVESTMENTS LP**

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
John P. Barratt, Director	c/o Suite 200, #10 — 2130 Dickson Road, Mississauga, Ontario L5B 1Y6	Corporate Director	Canada
Edward C. Kress, Director	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1	Corporate Director	Canada
Brian D. Lawson, Director	181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Financial Officer Brookfield	Canada
Frank N.C. Lochan, Chairman	228 Lakewood Drive, Oakville, Ontario L6K 1B2	Corporate Director	Canada
George E. Myhal, President, Chief Executive Officer and Director	Partners Value Investments LP, 181 Bay Street, Brookfield Place, Suite 210, Toronto, Ontario M5J 2T3, Canada	President and Chief Executive Officer, Partners Value Investments LP	Canada
Adil Mawani, Director, Finance	Partners Value Investments LP, 181 Bay Street, Brookfield Place, Suite 210, Toronto, Ontario M5J 2T3, Canada	Director, Finance, Partners Value Investments LP	Canada
Ralph J. Zarboni, Director	Rossiter Ventures Corporation 7357 Woodbine Ave., Suite 412 Markham, Ontario L3R 6L3	Chairman and Chief Executive Officer of EM Group Inc. and EM Plastic & Electric Products Limited	Canada
Loretta Corso, Corporate Secretary	181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Corporate Secretarial Administrator, Brookfield	Canada

SCHEDULE III**PARTNERS LIMITED**

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Jack. L. Cockwell, Director and Chairman	c/o 51 Yonge Street, Suite 400 Toronto, Ontario M5E 1J1, Canada	Corporate Director	Canada
David W. Kerr, Director	Halmont Properties Corporation 51 Yonge Street, Suite 400 Toronto, Ontario M5E 1J1, Canada	Chairman, Halmont Properties Corporation	Canada
Brian D. Lawson, Director and President	Brookfield Asset Management Inc., 181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Senior Managing Partner and Chief Financial Officer of Brookfield	Canada
George E. Myhal, Director	Partners Value Investments LP, 181 Bay Street, Brookfield Place, Suite 210, Toronto, Ontario M5J 2T3, Canada	President and Chief Executive Officer, Partners Value Investments LP	Canada
Timothy R. Price, Director	c/o 51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Chairman, Brookfield Funds	Canada
Tony E. Rubin, Treasurer	51 Yonge Street, Suite 400, Toronto, Ontario M5E 1J1, Canada	Accountant	Canada
Loretta Corso, Secretary	Brookfield Asset Management Inc., 181 Bay Street, Brookfield Place, Suite 300, Toronto, Ontario M5J 2T3, Canada	Corporate Secretarial Administrator of Brookfield	Canada

**BROOKFIELD ASSET MANAGEMENT INC.
SUBSCRIPTION AGREEMENT**

To: Brookfield Infrastructure L.P. (“BILP”)
Dated: September 12, 2017

RECITALS:

- I. Brookfield Infrastructure Partners L.P. (“BIP”), a Bermuda exempted limited partnership, has agreed to issue and sell (the “**BIP Offering**”) 16,628,000 limited partnership units (“**LP Units**”) of BIP (the “**Initial Units**”) to a syndicate of underwriters (collectively, the “**Underwriters**”) at a price per LP Unit of \$42.10 (the “**Public Price**”) pursuant to the terms and conditions of a purchase agreement dated September 12, 2017 (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 2,494,200 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 Asset Management Inc. (“BAM”) owns an approximate 29.5% interest in BIP on a fully exchanged basis. Pursuant to the terms and conditions of this Agreement, BAM wishes to subscribe for 7,423,000 redeemable partnership units (“**RPU**s”) of BILP.

NOW THEREFORE, BAM 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**”), BAM shall subscribe for and purchase from BILP and BILP shall issue and sell to BAM, 7,423,000 RPUs at a price per RPU equal to \$40.416, being the dollar equivalent of the Public Price, less underwriting commissions payable by BIP per LP Unit (the “**Net BAM Price**”), for an aggregate price (the “**Subscription Amount**”) equal to \$300,007,968 and on the other terms and conditions contained in this Agreement.
2. The closing of the purchase and sale of RPUs will be held at the offices of Torys LLP, in Toronto, Ontario at 8:00 a.m. on the Closing Date (the “**Closing Time**”). At the Closing Time, BILP shall deliver to BAM a certificate representing the RPUs registered in the name of BAM, against payment to BILP by wire transfer of the Subscription Amount.

B. BAM’s Acknowledgements and Agreements

3. BAM acknowledges and agrees that:
- (a) subject to the condition set forth in paragraph D.5 of this Agreement, this
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subscription is and shall be irrevocable as against BAM; and

- (b) BAM was not offered the RPU in the United States, BAM is a non-U.S. person, the sale and purchase of the RPU, 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 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. BAM’s Representations, Warranties and Covenants

4. BAM 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) BAM is a corporation duly incorporated and is validly existing under the laws of the Province of Ontario;
- (b) BAM has duly executed, authorized and delivered this Agreement, and upon acceptance by BILP, this Agreement will constitute a valid and binding agreement of BAM, enforceable against BAM 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) BAM 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 by BAM 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 BAM to complete the purchase and sale of the RPU 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 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 BAM 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 BAM 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 BAM;
- (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. BAM 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 BAM under this Agreement as if it were an original signatory; provided that, no such assignment shall relieve BAM of its obligations under this Agreement. In the event of an assignment as contemplated by this section, any reference in this Agreement to "BAM" 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

Fax No.: 441-296-4475
Attention: Corporate Secretary

To BAM:

Brookfield Asset Management Inc.
Suite 300, Brookfield Place
181 Bay Street, Box 762
Toronto, Ontario M5J 2T3

Fax No.: (416) 365-9642
Attention: Vice-President, Legal Affairs

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 BAM 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Dated as of the date first written above.

BROOKFIELD ASSET MANAGEMENT INC.

Per: /s/ Brian D. Lawson
Name: Brian D. Lawson
Title: Chief Financial Officer

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]
