

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

*This short form base shelf prospectus has been filed under legislation in each of the provinces and territories of Canada that permits certain information about these securities to be determined after this prospectus has become final and that permits the omission from this prospectus of that information. The legislation requires the delivery to purchasers of a prospectus supplement containing the omitted information within a specified period of time after agreeing to purchase any of these securities, except where an exemption from such delivery requirements is available. This short form base shelf prospectus is filed in reliance on an exemption from the preliminary base shelf prospectus requirement for a well-known seasoned issuer.*

*This short form base shelf prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. Information has been incorporated by reference in this short form base shelf prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the office of our Corporate Secretary at 73 Front Street, 5th Floor, Hamilton, HM 12, Bermuda, +1 441 294 3309, and are also available electronically at [www.sedarplus.ca](http://www.sedarplus.ca).*

## SHORT FORM BASE SHELF PROSPECTUS

New Issue

August 24, 2023

# Brookfield

## Brookfield Infrastructure Partners L.P.

### Limited Partnership Units Class A Preferred Limited Partnership Units

Brookfield Infrastructure Partners L.P. (the “**Partnership**”) may, from time to time, during the 25-month period that this short form base shelf prospectus, including any amendments hereto, (this “**Prospectus**”) remains effective, issue non-voting limited partnership units (“**Units**”) and Class A preferred limited partnership units (“**Class A Preferred Units**”), and together with the Units, the “**Securities**”). The Securities may be offered and sold separately or together, in separate series, in amounts, at prices and on terms to be determined based on market conditions as set forth in one or more accompanying prospectus supplements (each a “**Prospectus Supplement**”). Unless otherwise specified in an applicable Prospectus Supplement, the Class A Preferred Units will be fully and unconditionally guaranteed by BIPC Holdings Inc. (the “**Guarantor**”) as to (i) the payment of distributions when due, (ii) the payment of amounts due on redemption, and (iii) the payment of amounts due on the liquidation, dissolution or winding up of the Partnership (the “**Guarantee**”).

Each time the Securities are offered, the Partnership will provide a Prospectus Supplement containing more specific information about the particular offering and attach it to this Prospectus. The Prospectus Supplements may also add, update or change information contained in this Prospectus.

You should carefully read this Prospectus and any accompanying Prospectus Supplement, together with the documents incorporated by reference, before you invest in the Securities.

As of July 31, 2023, the Partnership has determined that it qualifies as a “well-known seasoned issuer” under the WKSI Blanket Orders (as defined below). See “Well-Known Seasoned Issuer”. All shelf information permitted under applicable securities legislation, including as permitted under the WKSI Blanket Orders, to be omitted from this Prospectus will be contained in one or more Prospectus Supplements that will be delivered to purchasers together with this Prospectus, except where an exemption from such delivery requirements is available.

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An investment in the Securities involves a high degree of risk. See Item 3.D “Risk Factors” in the Annual Report (as defined below) and “Risk Factors” beginning on page 3.

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This Prospectus may not be used to consummate sales of Securities unless it is accompanied by a Prospectus Supplement. Any net proceeds the Partnership expects to receive from the sale of the Securities will be set forth in a Prospectus Supplement.

All information permitted under applicable securities laws to be omitted from this Prospectus will be contained in one or more Prospectus Supplements that will be delivered to purchasers together with this Prospectus, except where an exemption from such delivery requirements is available. Each Prospectus Supplement will be deemed to be incorporated by reference in this Prospectus as of the date of the Prospectus Supplement and only for the purposes of the distribution of the Securities to which the Prospectus Supplement pertains.

The outstanding Units are traded on the New York Stock Exchange (“NYSE”) under the symbol “BIP” and the Toronto Stock Exchange (“TSX”) under the symbol “BIP.UN”. The outstanding Class A Preferred Units, Series 1, Series 3, Series 9 and Series 11 are listed on the TSX under the symbols “BIP.PR.A”, “BIP.PR.B”, “BIP.PR.E” and “BIP.PR.F”, respectively. The outstanding Class A Preferred Units, Series 13 and Series 14 are listed on the NYSE under the symbols “BIP.PR.A” and “BIP.PR.B”, respectively.

**There is no market through which the Class A Preferred Units may be sold and purchasers may not be able to resell such Class A Preferred Units purchased under this Prospectus. This may affect the pricing of the Class A Preferred Units in the secondary market, the transparency and availability of trading prices, the liquidity of the Class A Preferred Units, and the extent of issuer regulation. See “Risk Factors”.**

Securities may be sold pursuant to this Prospectus to or through underwriters, dealers, placement agents or other intermediaries. This Prospectus may qualify an “at-the-market distribution” (as such term is defined in National Instrument 44-102 – *Shelf Distributions*). In connection with any offering of Securities, other than an at-the-market distribution, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Securities offered at levels above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. No agent of an at-the-market distribution, and no person or company acting jointly or in concert with an agent of an at-the-market distribution, may, in connection with the distribution, enter into any transaction that is intended to stabilize or maintain the market price of the securities or securities of the same class as the securities distributed pursuant to the at-the-market distribution, including selling an aggregate number or principal amount of securities that would result in the agent creating an over-allocation position in the securities. See “Plan of Distribution”.

The Partnership’s head and registered office is located at 73 Front Street, 5th Floor, Hamilton HM 12, Bermuda and our telephone number at that address is +1 441 294-3309.

**The Partnership is organized under the laws of a foreign jurisdiction and certain directors of Brookfield Infrastructure Partners Limited, the Partnership’s general partner (the “General Partner”), reside outside of Canada. The Partnership and each such director has appointed Brookfield Infrastructure Holdings (Canada) Inc., Brookfield Place, Suite 100, 181 Bay Street, Toronto, Ontario, Canada, M5J 2T3, as agent for service of process in Ontario. Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any person or company that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada, even if the party has appointed an agent for service of process. See “Service of Process and Enforceability of Civil Liabilities”.**

**You should rely only on the information contained or incorporated by reference in this Prospectus or any Prospectus Supplement. The Partnership has not authorized anyone to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. References to this “Prospectus” include documents incorporated by reference herein. See “Documents Incorporated by Reference”. The Partnership is not making an offer of the Securities in any jurisdiction where an offer is not permitted and, therefore, this document may only be used where it is legal to offer the Securities. The information in this Prospectus, any Prospectus Supplement or the documents incorporated by reference is accurate only as of the date on the front of such documents. Our business, financial condition, results of operations and prospects may have changed since then.**

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## ABOUT THIS PROSPECTUS

Unless the context requires otherwise, when used in this Prospectus, the terms “Brookfield Infrastructure”, “we”, “us” and “our” refer to, collectively, the Partnership, Brookfield Infrastructure L.P. (the “**Holding LP**”), the subsidiaries of the Holding LP, from time-to-time, through which we hold all our interests in the operating entities, which are the entities that directly or indirectly hold our current operations and assets that we may acquire in the future, including any assets held through joint ventures, partnerships and consortium arrangements (but excluding Brookfield Infrastructure Corporation (“**BIPC**”). The term “General Partner” refers to Brookfield Infrastructure Partners Limited, the Partnership’s general partner.

In this Prospectus and any Prospectus Supplement, unless otherwise indicated, all dollar amounts and references to “\$” or “US\$” are to U.S. dollars and all references to “C\$” are to Canadian dollars.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents of the Partnership, which have been filed with the securities regulatory authorities in Canada, are specifically incorporated by reference in, and form an integral part of, this Prospectus:

- (i) the Partnership’s annual report on Form 20-F for the fiscal year ended December 31, 2022 dated March 17, 2023 (the “**Annual Report**”) (filed in Canada with the Canadian securities regulatory authorities in lieu of an annual information form), which includes the Partnership’s audited consolidated statements of financial position as of December 31, 2022 and December 31, 2021 and the related consolidated statements of operating results, comprehensive income (loss), partnership capital and cash flows for each of the three years in the period ended December 31, 2022, together with the report thereon of the independent registered public accounting firm and management’s discussion and analysis of the Partnership as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022; and
- (ii) the Partnership’s unaudited interim condensed and consolidated financial statements as of June 30, 2023 and December 31, 2022 and for the three and six months ended June 30, 2023 and 2022 and management’s discussion and analysis thereon (the “**Partnership’s Q2 2023 Interim Report**”).

Any documents of the Partnership of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* and any template version of marketing materials (each as defined in National Instrument 41-101 — *General Prospectus Requirements*) filed by the Partnership with the securities regulatory authorities in Canada after the date of this Prospectus and prior to the termination of any distribution of Securities hereunder shall be deemed to be incorporated by reference in this Prospectus.

Pursuant to a decision dated August 23, 2023 issued by the Québec Autorité des marchés financiers, the Partnership obtained relief from the requirement to translate into the French language all exhibits to documents incorporated by reference in this Prospectus or any Prospectus Supplement that were prepared pursuant to the U.S. Securities Exchange Act of 1934, as amended, to the extent that such exhibits do not themselves constitute or contain documents that are otherwise required to be incorporated by reference in this Prospectus or any Prospectus Supplement pursuant to National Instrument 44-101 – *Short Form Prospectus Distributions*.

**Any statement contained in this Prospectus or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Prospectus 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 in this Prospectus, modifies or supersedes that 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 be deemed, except as so modified or superseded, to constitute a part of this Prospectus.**

Upon a new annual report on Form 20-F being filed by the Partnership with and, where required, accepted by the applicable securities regulatory authorities during the time this Prospectus is valid, the previous annual report on Form 20-F and all interim financial statements and related management's discussion and analysis filed prior to the commencement of the Partnership's fiscal year in which the new annual report on Form 20-F is filed shall be deemed no longer to be incorporated in this Prospectus for purposes of future offers and sales of the Securities hereunder.

A Prospectus Supplement containing the specific terms of an offering of Securities will be delivered to purchasers of such Securities together with this Prospectus, except where an exemption from such delivery requirements is available, and will be deemed to be incorporated in this Prospectus as of the date of such Prospectus Supplement but only for purposes of the offering of the Securities to which that Prospectus Supplement pertains.

Copies of the documents incorporated herein by reference may be obtained on request without charge from the office of our Corporate Secretary at 73 Front Street, 5th Floor, Hamilton, HM 12, Bermuda, +1-441-294-3309, and are also available electronically at [www.sedarplus.ca](http://www.sedarplus.ca).

### **CAUTION REGARDING FORWARD-LOOKING STATEMENTS**

This Prospectus and the documents incorporated by reference in this Prospectus contain certain "forward-looking statements" and "forward-looking information" within the meaning of applicable Canadian securities laws. The forward-looking statements and information relate to, among other things, our business, operations, objectives, goals, strategies, intentions, plans, beliefs, expectations and estimates and anticipated events or trends. In some cases, you can identify forward-looking statements and information by terms such as "anticipate," "believe," "could," "estimate," "likely," "expect," "intend," "may," "continue," "plan," "potential," "objective," "tend," "seek," "target," "foresee," "aim to," "outlook," "endeavour," "will," "would" and "should" or the negative of those terms or other comparable terminology. These forward-looking statements and information are not historical facts but reflect our current expectations regarding future results or events and are based on information currently available to us and on assumptions we believe are reasonable.

Although we believe that our anticipated future results, performance or achievements expressed or implied by the forward-looking statements and information are based on reasonable assumptions and expectations, the reader should not place undue reliance on forward-looking statements and information because they involve assumptions, known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements and information. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us or are within our control. If a change occurs, our business, financial condition, liquidity and results of operations and our plans and strategies may vary materially from those expressed in the forward-looking statements and information in this Prospectus and the documents incorporated by reference in this Prospectus.

Factors that could cause actual results to differ materially from those contemplated or implied by the forward-looking statements and information in this Prospectus and the documents incorporated by reference in this Prospectus include, without limitation: general economic conditions in the jurisdictions in which we operate and elsewhere which may impact the markets for our products or services, the ability to achieve growth within Brookfield Infrastructure's businesses, our ability to achieve the milestones necessary to deliver the targeted returns to our unitholders, which is uncertain, some of which depends on access to capital and continuing favourable commodity prices, the impact of market conditions on our businesses, the fact that success of Brookfield Infrastructure is dependent on market demand for an infrastructure company, which is unknown, the availability of equity and debt financing for Brookfield Infrastructure, the ability to effectively complete new acquisitions in the competitive infrastructure space (including potential acquisitions that remain subject to the satisfaction of conditions precedent, and the inability to reach final agreement with counterparties to transactions being currently pursued, given that there can be no assurance that any such transaction will be agreed to or completed) and to integrate acquisitions into existing operations, changes in technology which have the potential to disrupt the businesses and industries in which we invest, the market conditions

of key commodities, the price, supply or demand for which can have a significant impact upon the financial and operating performance of our business, regulatory decisions affecting our regulated businesses, our ability to secure favourable contracts, weather events affecting our business, traffic volumes on our toll road businesses, pandemics or epidemics, and other risks and factors described in this Prospectus and any Prospectus Supplement, including the documents incorporated by reference herein and therein, including Item 3.D “Risk Factors” in the Annual Report and other risks and factors that are described therein and in the Partnership’s Q2 2023 Interim Report.

We caution that the foregoing list of important factors that may affect future results is not exhaustive. When relying on our forward-looking statements and information to make decisions with respect to an investment in the Securities, investors and others should carefully consider the foregoing factors and other uncertainties and potential events. In light of these risks, uncertainties and assumptions, the events described by our forward-looking statements and information might not occur. These risks could cause our actual results and our plans and strategies to vary from our forward-looking statements and information. We qualify any and all of our forward-looking statements and information by these cautionary factors. We disclaim any obligation to update or revise publicly any forward-looking statements or information, whether written or oral, as a result of new information, future events or otherwise, except as required by applicable law.

### **BROOKFIELD INFRASTRUCTURE PARTNERS L.P.**

The Partnership is a Bermuda exempted limited partnership that was established on May 21, 2007 under the provisions of the Exempted Partnerships Act 1992 of Bermuda and the Limited Partnership Act 1883 of Bermuda. Our head and registered office is located at 73 Front Street, 5th Floor, Hamilton HM 12, Bermuda and our telephone number at that address is +1 441 294-3309. The Partnership was spun-off from Brookfield Corporation (formerly, Brookfield Asset Management Inc.) and certain of its affiliates on January 31, 2008. Brookfield Infrastructure is a leading global infrastructure company that owns and operates high-quality, essential, long-life assets in the utilities, transport, midstream and data sectors across North and South America, Asia Pacific and Europe. It is focused on assets that have contracted and regulated revenues that generate predictable and stable cash flows. For additional information, please refer to our Annual Report. Investors can access Brookfield Infrastructure’s portfolio either through the Partnership, a listed Bermuda exempted limited partnership, or BIPC, a listed Canadian corporation.

The Partnership’s sole material assets are its managing general partnership interest and preferred limited partnership interest in the Holding LP. The Partnership serves as the Holding LP’s managing general partner and has sole authority for the management and control of the Holding LP. We anticipate that the only distributions that the Partnership will receive in respect of its managing general partnership interest and preferred limited partnership interest in the Holding LP will consist of amounts that are intended to assist the Partnership in making distributions to holders of Units in accordance with the Partnership’s distribution policy, to holders of the Partnership’s preferred limited partnership units in accordance with the terms of the Partnership’s preferred limited partnership units and to allow the Partnership to pay expenses as they become due. The declaration and payment of cash distributions by the Partnership is at the discretion of the General Partner and subject to the solvency requirements under Bermuda law. The Partnership is not required to make such distributions and neither the Partnership nor the General Partner can assure you that the Partnership will make such distributions as intended.

### **RISK FACTORS**

An investment in the Securities involves a high degree of risk. Before making an investment decision, you should carefully consider the risk factors incorporated by reference from the Annual Report, the Partnership’s Q2 2023 Interim Report and the other information incorporated by reference in this Prospectus, as updated by our subsequent filings with securities regulatory authorities in Canada, which are incorporated herein by reference, and those described in the applicable Prospectus Supplement. The risks and uncertainties described therein and herein are not the only risks and uncertainties we face. For more information see “Documents Incorporated By Reference.”

### **USE OF PROCEEDS**

Unless stated otherwise in the applicable Prospectus Supplement accompanying this Prospectus, we expect to use the net proceeds of the sale of Securities for general corporate purposes.

The actual application of proceeds from the sale of any particular offering of Securities covered by this Prospectus will be described in the applicable Prospectus Supplement relating to the offering.

### **SECURITIES THE PARTNERSHIP MAY OFFER**

The descriptions of the Securities contained in this Prospectus, together with the applicable Prospectus Supplements and in the documents incorporated by reference herein and therein summarize or will summarize all the material terms and provisions of the various types of Securities that the Partnership may offer. The Partnership will describe in the applicable Prospectus Supplement the particular terms of the Securities offered by that Prospectus Supplement. If the Partnership indicates in the applicable Prospectus Supplement, the terms of the Securities may differ from the terms summarized below.

The Partnership may sell from time to time, in one or more offerings, Units and Class A Preferred Units.

This Prospectus may not be used to consummate a sale of Securities unless it is accompanied by a Prospectus Supplement.

### **DESCRIPTION OF LIMITED PARTNERSHIP UNITS**

The Units are non-voting limited partnership interests in the Partnership. Holders of Units are not entitled to the withdrawal or return of capital contributions in respect of the Units, except to the extent, if any, that distributions are made to such holders pursuant to the Partnership's limited partnership agreement or upon the liquidation of the Partnership as described in our Annual Report or as otherwise required by applicable law. Except to the extent expressly provided in the Partnership's limited partnership agreement, a holder of Units will not have priority over any other holder of Units, either as to the return of capital contributions or as to profits, losses or distributions. The Units rank junior to the Partnership's preferred limited partnership units with respect to priority in the payment of distributions and in the distribution of the assets of the Partnership in the event of the liquidation, dissolution or winding-up of the Partnership, whether voluntary or involuntary, as further described in our Annual Report. Holders of Units will not be granted any preemptive or other similar right to acquire additional interests in the Partnership. In addition, holders of Units do not have any right to have their Units redeemed by the Partnership. For a more detailed description of the Units, please refer to our Annual Report, as updated by our subsequent filings with securities regulatory authorities in Canada that are incorporated by reference in this Prospectus. Certain material U.S. and Canadian federal income tax considerations related to such Units will be described in a Prospectus Supplement.

### **DESCRIPTION OF CLASS A PREFERRED UNITS**

The Class A Preferred Units are non-voting limited partnership interests in the Partnership. Holders of Class A Preferred Units are not entitled to the withdrawal or return of capital contributions in respect of Class A Preferred Units, except to the extent, if any, that distributions are made to such holders pursuant to the Partnership's limited partnership agreement or upon the liquidation of the Partnership as described in our Annual Report or as otherwise required by applicable law. The Class A Preferred Units rank senior to the Units with respect to priority in the return of capital contributions or as to profits, losses or distributions. The Class A Preferred Units may be issued in series. Each series of Class A Preferred Units ranks on a parity with every other series of the Class A Preferred Units with respect to priority in the return of capital contributions or as to profits, losses or distributions. For a more detailed description of the Class A Preferred Units, please refer to our Annual Report, as updated by our subsequent filings with securities regulatory authorities in Canada that are incorporated by reference in this Prospectus. Certain material U.S. and Canadian federal income tax considerations related to such Class A Preferred Units will be described in a Prospectus Supplement.

### **Guarantee**

Unless otherwise specified in an applicable Prospectus Supplement, the Class A Preferred Units will be fully and unconditionally guaranteed by the Guarantor as to (i) the payment of distributions when due, (ii) the payment of amounts due on redemption, and (iii) the payment of amounts due on the liquidation, dissolution or winding up of the Partnership.

For as long as the Guarantee is in place, it will be subordinated to all of the debt of the Guarantor that is not stated to be *pari passu* or subordinate to the Guarantee and will rank senior to the common equity of the Guarantor.

## **PLAN OF DISTRIBUTION**

The Partnership may sell the Securities to or through underwriters or dealers and may also sell the Securities directly to purchasers or through agents. The distribution of the Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at prices to be negotiated with purchasers, including sales of Units in transactions that are deemed to be at-the-market distributions, including sales made directly on the TSX, NYSE or other existing trading markets for the Units. In connection with the sale of the Securities, underwriters may receive compensation from us or from purchasers of such Securities for whom they may act as agents in the form of concessions or commissions.

Each Prospectus Supplement relating to the offering of Securities will set forth the terms of the offering of the Securities, including, to the extent applicable, the names of any underwriters or agents, the purchase price or prices of the offered Securities, the proceeds to us from the sale of the offered Securities, the underwriting discounts and commissions and any discounts, commissions and concessions allowed or reallocated or paid by any underwriter to other dealers.

If so indicated in the applicable Prospectus Supplement, we may authorize dealers or other persons acting as our agents to solicit offers by certain institutions to purchase the offered Securities directly from us pursuant to contracts providing for payment and delivery on a future date. These contracts will be subject only to the conditions set forth in the applicable Prospectus Supplement which will also set forth the commission payable for solicitation of these contracts.

Under agreements which may be entered into by the Partnership, underwriters, dealers and agents who participate in the distribution of Securities may be entitled to indemnification by us against certain liabilities, including liabilities under U.S. and Canadian securities legislation, or to contribution with respect to payments which those underwriters, dealers or agents may be required to make in respect thereof. Those underwriters, dealers and agents may be customers of, engage in transactions with, or perform services for, us in the ordinary course of business.

The Securities to be offered pursuant to this Prospectus will be a new issue of Securities. Certain broker-dealers may make a market in the Securities but will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given that any broker-dealer will make a market in the Securities or as to the liquidity of the trading market for the Securities.

In connection with any offering of Securities, other than an at-the-market distribution, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Securities offered at levels above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. No agent of an at-the-market distribution, and no person or company acting jointly or in concert with an agent of an at-the-market distribution, may, in connection with the distribution, enter into any transaction that is intended to stabilize or maintain the market price of the securities or securities of the same class as the securities distributed pursuant to the at-the-market distribution, including selling an aggregate number or principal amount of securities that would result in the agent creating an over-allocation position in the securities.

## **SERVICE OF PROCESS AND ENFORCEABILITY OF CIVIL LIABILITIES**

The Partnership is formed under the laws of Bermuda. A substantial portion of the Partnership's assets are located outside of Canada and certain of the directors of the General Partner, as well as certain of the experts named in this Prospectus, are residents of jurisdictions outside of Canada. The Partnership and each such director of the General Partner that resides outside of Canada have appointed the following agent for service of process in Ontario:

<u>Name of Person or Company</u>	<u>Name and Address of Agent</u>
Brookfield Infrastructure Partners L.P. William Cox Roslyn Taylor Suzanne Nimocks Daniel Muñiz Quintanilla Anne Schaumburg Rajeev Vasudeva	Brookfield Infrastructure Holdings (Canada) Inc. Brookfield Place, Suite 100 181 Bay Street, Toronto, Ontario, Canada M5J 2T3

Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any person or company that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada, even if the party has appointed an agent for service of process. Furthermore, it may be difficult to realize upon or enforce in Canada any judgment of a court of Canada against the Partnership, the directors of the General Partner or the experts named in this Prospectus since a substantial portion of the Partnership's assets and the assets of such persons may be located outside of Canada.

The Partnership has been advised by counsel that there is no treaty in force between Canada and Bermuda providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As a result, whether a Canadian judgment would be enforceable in Bermuda against the Partnership, the directors of the General Partner or the experts named in this Prospectus depends on whether the Canadian court that entered the judgment is recognized by a Bermuda court as having jurisdiction over the Partnership, the directors of the General Partner or the experts named in this Prospectus, as determined by reference to Bermuda conflict of law rules. The courts of Bermuda would likely give recognition to a valid, final and conclusive *in personam* judgment obtained in a Canadian court pursuant to which a debt or definitive sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) as long as: (i) the Canadian court issuing the judgment had proper jurisdiction over the parties subject to the judgment and had jurisdiction to give the judgment as a matter of Bermuda law; (ii) the Canadian court issuing the judgment did not contravene the rules of natural justice of Bermuda; (iii) the Canadian judgment was not obtained by fraud; and (iv) the enforcement of the Canadian judgment would not be contrary to the public policy of Bermuda; this is likely to be the case if, for example, there is a Bermuda judgment which conflicts with the judgment of the foreign court in respect of which the enforcement is sought or if the judgment creditor has unsettled judgment debts in Bermuda.

In addition to and irrespective of jurisdictional issues, Bermuda courts will not enforce a provision of Canadian securities laws that is either penal in nature or contrary to public policy. It is the advice of the Partnership's Bermuda counsel that an action brought pursuant to a public or penal law, the purpose of which is the enforcement of a sanction, power or right at the instance of the state in its sovereign capacity, is unlikely to be enforced by a Bermuda court. Specified remedies available under the laws of Canadian jurisdictions, including specified remedies under Canadian securities laws, would not likely be available under Bermuda law or enforceable in a Bermuda court, as they may be contrary to Bermuda public policy. Further, no claim may be brought in Bermuda against the Partnership, the directors of the General Partner or the experts named in this Prospectus in the first instance for a violation of Canadian securities laws because these laws have no extraterritorial application under Bermuda law and do not have force of law in Bermuda.

### **INTERESTS OF EXPERTS**

The consolidated financial statements of the Partnership incorporated by reference in this Prospectus from the Annual Report and the effectiveness of the Partnership's internal control over financial reporting have been audited by Deloitte LLP, an independent registered public accounting firm. Deloitte LLP is independent with respect to the Partnership within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario and within the meaning of the United States Securities Act of 1933, as amended and the applicable rules and regulations thereunder adopted by the U.S. Securities and Exchange Commission and the Public Company Accounting Oversight Board (United States).

## WELL-KNOWN SEASONED ISSUER

On December 6, 2021, the securities regulatory authorities in each of the provinces and territories of Canada each independently adopted a series of substantively harmonized blanket orders, including Ontario Securities Commission Instrument 44-501 – *Exemption from Certain Prospectus Requirements for Well-Known Seasoned Issuers (Interim Class Order)* (together with the equivalent local blanket orders in each of the other provinces and territories of Canada, and collectively, the “**WKSI Blanket Orders**”). The WKSI Blanket Orders have been extended, as applicable, until January 4, 2025. The WKSI Blanket Orders were adopted to reduce regulatory burden for certain large, established reporting issuers with strong disclosure records associated with certain prospectus requirements under National Instrument 44-101 – *Short Form Prospectus Distributions* and National Instrument 44-102 – *Shelf Distributions*. The WKSI Blanket Orders came into force on January 4, 2022 and allow “well-known seasoned issuers”, or “WKSIIs”, to file a final short form base shelf prospectus as the first public step in an offering, and exempt qualifying issuers from certain disclosure requirements relating to such final short form base shelf prospectus. As of July 31, 2023, the Partnership has determined that it qualifies as a “well-known seasoned issuer” under the WKSI Blanket Orders.

## PURCHASERS’ STATUTORY AND CONTRACTUAL RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for the particulars of these rights or consult with a legal adviser.

Original Canadian purchasers of Class A Preferred Units that are convertible, exchangeable or exercisable securities will have a contractual right of rescission against the Partnership in respect of the conversion, exchange or exercise of such Class A Preferred Units. The contractual right of rescission will entitle such original Canadian purchasers to receive from the Partnership, upon surrender of the underlying securities issued upon conversion, exchange or exercise of such Class A Preferred Units, the amount paid for the Class A Preferred Units (and any additional amount paid upon conversion, exchange or exercise), in the event that this Prospectus (as supplemented or amended) contains a misrepresentation, provided that both the conversion, exchange or exercise occurs, and the right of rescission is exercised, within 180 days of the date of the purchase of the Class A Preferred Unit under this Prospectus (as supplemented or amended). This contractual right of rescission will be consistent with the statutory right of rescission described under section 130 of the Securities Act (Ontario), and is in addition to any other right or remedy available to original Canadian purchasers under section 130 of the Securities Act (Ontario) or otherwise at law.

In an offering of Class A Preferred Units that are convertible, exchangeable or exercisable securities, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial and territorial securities legislation, to the price at which the Class A Preferred Units are offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces and territories, if the purchaser pays additional amounts upon conversion, exchange or exercise, as applicable, of the security, those amounts may not be recoverable under the statutory right of action for damages that applies in those provinces and territories. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for the particulars of this right of action for damages or consult with a legal adviser.

## **CERTIFICATE OF THE ISSUER**

Dated: August 24, 2023

This short form prospectus, together with the documents incorporated in this prospectus by reference, will, as of the date of the last supplement to this prospectus relating to the securities offered by this prospectus and the supplement(s), constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus and the supplement(s) as required by the securities legislation of all of the provinces and territories of Canada.

### **BROOKFIELD INFRASTRUCTURE PARTNERS L.P.**

By: (signed) SAMUEL POLLOCK  
Chief Executive Officer of its service  
provider, Brookfield Infrastructure  
Group L.P.

By: (signed) DAVID KRANT  
Chief Financial Officer of its service  
provider, Brookfield Infrastructure  
Group L.P.

On behalf of the Board of Directors  
of its general partner, Brookfield  
Infrastructure Partners Limited

By: (signed) JEFFREY BLIDNER  
Director

By: (signed) WILLIAM COX  
Director

**CERTIFICATE OF THE GUARANTOR**

Dated: August 24, 2023

This short form prospectus, together with the documents incorporated in this prospectus by reference, will, as of the date of the last supplement to this prospectus relating to the securities offered by this prospectus and the supplement(s), constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus and the supplement(s) as required by the securities legislation of all of the provinces and territories of Canada.

**BIPC HOLDINGS INC.**

By: (signed) KEIR HUNT  
President, as Chief Executive Officer

By: (signed) DAVID KRANT  
Senior Vice President, as Chief Financial  
Officer

On behalf of the Board of Directors

By: (signed) AARON KLINE  
Director

By: (signed) DAVID KRANT  
Director

By: (signed) KEIR HUNT  
Director