

**ROCKPOINT GAS STORAGE INC.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-A L.P.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-A (CR) L.P.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-B L.P.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-C L.P.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-D L.P.**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-D (CR) L.P.**

- and -

**BIF II CALGAS CARRY (DELAWARE) LLC**

- and -

**BIP BIF II U.S. HOLDINGS (DELAWARE) LLC**

- and -

**SWAN EQUITY CARRY LP**

- and -

**BIP BIF II SWAN AIV LP**

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**BUSINESS TRANSFER AGREEMENT**

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**BUSINESS TRANSFER AGREEMENT**

**THIS BUSINESS TRANSFER AGREEMENT** is made as of the 8th day of October, 2025.

**AMONG:**

**ROCKPOINT GAS STORAGE INC. (the “Company”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-A L.P. (“BIF II-A”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-A (CR) L.P. (“BIF II-A (CR)”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-B L.P. (“BIF II-B”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-C L.P. (“BIF II-C”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-D L.P. (“BIF II-D”)**

- and -

**BROOKFIELD INFRASTRUCTURE FUND II-D (CR) L.P. (“BIF II-D (CR)”)**

- and -

**BIF II CALGAS CARRY (DELAWARE) LLC (“BIF Carry”)**

- and -

**BIP BIF II U.S. HOLDINGS (DELAWARE) LLC (“BIF Holdings”)**

- and -

**SWAN EQUITY CARRY LP (“Swan Equity Carry”)**

- and -

**BIP BIF II SWAN AIV LP (“Swan AIV”)**

**RECITALS:**

**WHEREAS** the Securities Vendors (as defined herein) are the owners of the Securities (as defined herein);

**AND WHEREAS** the Receivable Vendors (as defined herein) are the owners of the Receivable (as defined herein);

**AND WHEREAS** the Securities Vendors wish to sell to the Company, and the Company wishes to purchase from the Securities Vendors the Securities Interests (as defined herein) for the consideration set out herein (the “**Securities Consideration**”);

**AND WHEREAS** the Receivable Vendors wish to sell to the Company, and the Company wishes to purchase from the Receivable Vendors the Receivable Interests (as defined herein) for the consideration set out herein (the “**Receivable Consideration**”);

**AND WHEREAS** the Securities Interests represent a 40% interest in the Securities of each of BIF OpCo and Swan OpCo and the Receivable Interests represent, in the aggregate, a 40% interest in the Receivable;

**AND WHEREAS** the Company has filed a final base PREP prospectus (as such term is defined in NI 44-103) with the securities regulatory authorities in each of the provinces and territories of Canada to, among other things, qualify the distribution to the public of Class A Shares (as defined herein) (the “**Offering**”);

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto acknowledge and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

1.1.1 “**Act**” means the *Income Tax Act* (Canada);

1.1.2 “**Affiliate**” has the meaning given to that term in NI 45-106;

1.1.3 “**Agreement**” means this Business Transfer Agreement;

1.1.4 “**AGSP**” means AECO Gas Storage Partnership;

1.1.5 “**BIF OpCo**” means BIF CalGas (Delaware) LLC;

1.1.6 “**BIF OpCo Shares**” means the common shares in the capital of BIF OpCo;

1.1.7 “**Brookfield**” means Brookfield Asset Management Private Institutional Capital Adviser (Canada), L.P. and its Affiliates (other than the Company, Swan OpCo, BIF OpCo, Warwick Gas

Storage Ltd., Warwick Gas Storage L.P., BIF II SIM Limited, SIM Energy LP, SIM Energy Limited, Swan Debt Aggregator LP or any of their direct and indirect Subsidiaries) or any of them;

1.1.8 “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks located in Calgary, Alberta or New York City, New York are authorized or required by law to close;

1.1.9 “**Class A Shares**” means the class “A” common shares in the capital of the Company, and “**Class A Share**” means any one of them;

1.1.10 “**Effective Date**” means the closing date of the Offering;

1.1.11 “**Effective Time**” means the time on the Effective Date immediately following the closing time of the Offering;

1.1.12 “**Elected Amount**” has the meaning given to that term in Section 3.4;

1.1.13 “**NI 44-103**” means National Instrument 44-103 – *Post-Receipt Pricing* of the Canadian Securities Administrators;

1.1.14 “**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;

1.1.15 “**Offering**” has the meaning given to such term in the Recitals;

1.1.16 “**Offering Price**” means the public offering price per Class A Share to be set forth in the Company’s supplemented PREP prospectus (as such term is defined in NI 44-103) to be filed by the Company with the securities regulatory authorities in each of the provinces and territories of Canada in connection with the Offering;

1.1.17 “**parties**” means the Persons that are parties to this Agreement and “**party**” means any one of them;

1.1.18 “**Person**” has the meaning given to that term in NI 45-106;

1.1.19 “**Promissory Notes**” means demand interest-bearing promissory notes between AGSP and the Receivable Vendors;

1.1.20 “**Receivable**” means the aggregate principal amount (plus accrued and unpaid interest) owing to the Receivable Vendors by AGSP under the Promissory Notes;

1.1.21 “**Receivable Consideration**” has the meaning given to that term in the Recitals;

1.1.22 “**Receivable Interest**” means the amount of the Receivable owed to each Receivable Vendor at the Effective Time, as designated by the Receivable Vendors to the Company in accordance with Section 5.1.2.1;

1.1.23 “**Receivable Vendors**” means collectively, BIF II-A, BIF II-A(CR), BIF II-B, BIF II-C, BIF II-D, BIF II-D(CR) and Swan AIV;

1.1.24 “**Securities**” means, collectively, the BIF OpCo Shares and the Swan OpCo Units, and “**Security**” means any one of them;

1.1.25 “**Securities Consideration**” has the meaning given to that term in the Recitals;

1.1.26 “**Securities Interests**” means the number and type of Securities to be sold by the Securities Vendors to the Company at the Effective Time, being 53,200,000 BIF OpCo Shares, representing 40% of the outstanding BIF OpCo Shares at the Effective Time, and 53,200,000 Swan OpCo Units, representing 40% of the outstanding Swan OpCo Units at the Effective Time;

1.1.27 “**Securities Vendors**” means, collectively, BIF Carry, BIF Holdings, Swan Equity Carry and Swan AIV;

1.1.28 “**Subsidiary**” has the meaning given to that term in NI 45-106;

1.1.29 “**Swan OpCo**” means Swan Equity Aggregator LP;

1.1.30 “**Swan OpCo Units**” means the limited partnership units of Swan OpCo; and

1.1.31 “**Vendors**” means, collectively, the Securities Vendors and the Receivable Vendors, and “**Vendor**” means any one of them.

## 1.2 **Headings and Table of Contents**

The inclusion of headings and a table of contents in this Agreement are for convenience of reference only and will not affect the construction or interpretation hereof.

## 1.3 **Interpretation**

In this Agreement, unless the context otherwise requires:

1.3.1 words importing the singular shall include the plural and vice versa, words importing gender shall include all genders or the neuter, and words importing the neuter shall include all genders;

1.3.2 the words “include”, “includes”, “including”, or any variations thereof, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

1.3.3 references to any Person include such Person’s successors and permitted assigns;

1.3.4 except as otherwise provided in this Agreement, any reference in this Agreement to a statute, regulation, policy, rule or instrument shall include, and shall be deemed to also be a reference to, all rules and regulations made under such statute, in the case of a statute, to all amendments made to such statute, regulation, policy, rule or instrument, and to any statute, regulation, policy, rule or instrument that may be passed which has the effect of supplementing or superseding the statute, regulation, policy, rule or instrument so referred to;

1.3.5 any reference to this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or, as the case may be, such other agreement, document or instrument as the same may have been, or may from time to time be, amended, varied, replaced, amended and restated, supplemented or otherwise modified;

1.3.6 in the event that any day on which any amount is to be determined, or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined, or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day; and

1.3.7 all references herein to “CDN\$” are to Canadian dollars and “US\$” are to United States dollars.

#### **1.4 Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties will engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

#### **1.5 Entire Agreement**

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement by any party to this Agreement or any of its officers, directors, employees, contractors, shareholders, managers, partners, investors, sponsors, members or other agents or authorized representatives, to any other party to this Agreement or that party's officers, directors, employees, contractors, shareholders, managers, partners, investors, sponsors, members or other agents or authorized representatives, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties to this Agreement has been induced to enter into this Agreement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice, or assertion of fact, except to the extent contemplated above.

#### **1.6 Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

#### **1.7 Governing Law**

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Alberta courts situated in the City of Calgary and

waives objection to the venue of any proceeding in such court or any argument that such court provides an inconvenient forum.

## **ARTICLE 2 RECEIVABLE PURCHASE AND SALE**

### **2.1 Receivable Purchase and Sale**

At the Effective Time, each Receivable Vendor hereby agrees to sell, assign and transfer and the Company hereby agrees to purchase all of the right, title and interest in and to its Receivable Interests on the terms and conditions contained herein.

### **2.2 Receivable Purchase Price**

In consideration for the sale, assignment and transfer of the Receivable Interests to the Company, at the Effective Time, the Company shall pay, in cash, Receivable Consideration in the aggregate amount of US\$54,240,000 to the Receivable Vendors. The Receivable Consideration shall be allocated among the Receivable Vendors in the manner designated by such Receivable Vendors to the Company in writing in accordance with Section 5.1.2.1.

## **ARTICLE 3 SECURITIES PURCHASE AND SALE**

### **3.1 Securities Purchase and Sale**

At the Effective Time, each Securities Vendor hereby agrees to sell, assign and transfer and the Company hereby agrees to purchase all of the right, title and interest in and to its Securities Interest on the terms and conditions contained herein.

### **3.2 Securities Purchase Price**

In consideration for the sale, assignment and transfer of the Securities Interests to the Company, at the Effective Time, the Company shall pay the aggregate Securities Consideration as follows:

- 3.2.1 US\$450,400,000, in cash; and
- 3.2.2 21,200,000 Class A Shares.

The Securities Consideration shall be allocated among the Securities Vendors in accordance with the number of Securities Interests to be transferred by them to the Company and in the manner designated by such Securities Vendors to the Company in writing in accordance with Section 5.1.1.1.

### **3.3 Securities Consideration Allocation**

Each of the Securities Vendors hereby acknowledges and agrees that prior to and following the Effective Time, they will cooperate with, and assist, each other Securities Vendor in dealing with transitional and other matters relating to or arising from the Offering, the reorganization matters occurring in connection with the Offering and the transactions contemplated hereby. Following the Effective Time, each Securities Vendor acknowledges and agrees that it will take all steps and actions necessary to transfer promptly and completely any cash or Class A Shares comprising Securities Consideration received by them to any other Securities Vendor, if it is determined that such cash or Class A Shares were incorrectly or

inadvertently transferred to them instead of the Securities Vendor that was rightly entitled to receive such cash or Class A Shares, as applicable. In the event that any such steps or actions are required prior to or following the Effective Time, the Company will similarly do all such acts and things as may be necessary or desirable to give effect to the corrections referenced in this Section 3.3.

### **3.4 Tax Elections**

Each of the Securities Vendors and the Company shall, at the election of the applicable Securities Vendor, jointly execute and file elections in prescribed form within the prescribed time under section 85 of the Act and the corresponding provisions of applicable provincial income tax statutes in respect of the transfer hereunder of the Securities Interest to give effect to this intention. The elected amount (the “**Elected Amount**”) for purpose of each such election will be determined by each Securities Vendor in respect of the Securities Interests transferred by it and will be based upon the “cost amount” within the meaning of the Act of the Securities Interests being transferred. Notwithstanding the foregoing, if the Securities Vendors and the Company agree, the Elected Amount may differ from the “cost amount” within the meaning of the Act, provided that such Elected Amount is in accordance with the limits set out in section 85 of the Act. The Securities Vendors and the Company shall take all necessary actions in order to complete and file such election or elections, provided that the Company shall not be responsible for reviewing or otherwise ensuring the proper completion of such election. The Securities Vendors shall be solely responsible for filing such elections in a timely manner. The Company will not be responsible for the proper completion or filing of any such election form and each Securities Vendor will be solely responsible for the payment of any taxes resulting from the failure of such Securities Vendor to properly complete or file such joint election forms in the form and manner and within the time prescribed by the Act (or any applicable provincial tax legislation). The parties agree that should a Securities Vendor desire to file an amended election pursuant to section 85 of the Act for the purpose of transferring their Securities Interest at the revised Elected Amount, the parties shall cooperate and any penalty assessed by the applicable taxing authority shall be borne by any such Securities Vendor.

### **3.5 Tax Withholdings**

Swan AIV represents and warrants that it is a “Canadian partnership” for the purposes of the Act. Swan Equity Carry represents and warrants that it is not a “Canadian partnership” for the purposes of the Act, and that 63.41108% of its interests are held, indirectly, by Persons who are not resident in Canada for the purposes of the Act, with the balance being held by Persons who are not non-residents of Canada for the purposes of the Act. Swan Equity Carry hereby undertakes to prepare and timely file a clearance certificate application pursuant to section 116 of the Act. Pending receipt of a clearance certificate having a limit no less than the proceeds of disposition to the non-resident portion of Swan Equity Carry or a clearance certificate issued pursuant to subsection 116(4) of the Act, the Company shall withhold 25% of 63.41108% of the cash component of the purchase price payable to Swan Equity Carry with respect to its transfer of Securities to the Company.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties of the Receivable Vendors**

Each Receivable Vendor (or, as applicable, its general partner on its behalf) hereby represents and warrants, on a several basis (and not a joint and several basis), to the Company that:

4.1.1 it (and, as applicable, its general partner) is validly organized and existing under the relevant laws governing its formation and existence;

4.1.2 it (or, as applicable, its general partner on its behalf) has the power, capacity, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

4.1.3 it (or, as applicable, its general partner on its behalf) has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;

4.1.4 the execution and delivery of this Agreement by it (or, as applicable, its general partner on its behalf) and the performance by it (or, as applicable, its general partner on its behalf) of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents (and, if applicable, its general partner's articles, by-laws, constituent documents or other organizational documents);

4.1.5 other than as will be obtained, filed or given on or prior to the Effective Time or as would not otherwise have a material adverse impact on the ability of the Receivable Vendor (or, as applicable, its general partner on its behalf) to complete the transactions contemplated hereby, no authorization, consent, or approval of, or filing with or notice to, any Person is required in connection with the execution, delivery, or performance by it (or, as applicable, its general partner on its behalf) of this Agreement;

4.1.6 this Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to: (i) applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditors' rights and remedies generally; and (ii) general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity;

4.1.7 it has good and marketable title to its Receivable Interest and the full legal right, power and authority to sell, assign and transfer its Receivable Interest to the Company free and clear of all liens, charges, encumbrances and adverse claims; and

4.1.8 the Receivable Interest owing to such Receivable Vendor is in good standing and there is no default in respect thereof and such Receivable Interest is a valid and legally binding obligation of AGSP enforceable against AGSP in accordance with its terms (as set forth in the Promissory Note representing such Receivable Interest), and the Receivable Vendor is not aware of any risk of impairment, non-payment or non-collection of such Receivable Interest in accordance with its terms (as set forth in the Promissory Note representing such Receivable Interest).

## **4.2 Representations and Warranties of the Securities Vendors**

Each Securities Vendor (or, as applicable, its general partner on its behalf) hereby represents and warrants, on a several basis (and not a joint and several basis), to the Company that:

4.2.1 it (and, as applicable, its general partner) is validly organized and existing under the relevant laws governing its formation and existence;

4.2.2 it (and, as applicable, its general partner) is a Person that fits within the class of Persons as set forth in Section 2.4(2) of NI 45-106;

4.2.3 it (or, as applicable, its general partner on its behalf) has the power, capacity, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

4.2.4 it (or, as applicable, its general partner on its behalf) has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;

4.2.5 the execution and delivery of this Agreement by it (or, as applicable, its general partner on its behalf) and the performance by it (or, as applicable, its general partner on its behalf) of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents (and, if applicable, its general partner's articles, by-laws, constituent documents or other organizational documents);

4.2.6 other than as will be obtained, filed or given on or prior to the Effective Time or as would not otherwise have a material adverse impact on the ability of the Securities Vendor (or, as applicable, its general partner on its behalf) to complete the transactions contemplated hereby, no authorization, consent, or approval of, or filing with or notice to, any Person is required in connection with the execution, delivery, or performance by it (or, as applicable, its general partner on its behalf) of this Agreement;

4.2.7 this Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to: (i) applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditors' rights and remedies generally; and (ii) general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity;

4.2.8 it has good and marketable title to its Securities Interest and the full legal right, power and authority to sell, assign and transfer its Securities Interest to the Company free and clear of all liens, charges, encumbrances and adverse claims;

4.2.9 the Securities Interest being transferred hereunder by such Securities Vendor is comprised of Securities that have been fully paid and, in the case of shares, such Securities have been issued as non-assessable shares of the issuer of such applicable Securities; and

4.2.10 each of Swan OpCo and BIF OpCo is a "private issuer" within the meaning of NI 45-106.

#### **4.3 Representations and Warranties of the Company**

The Company hereby represents and warrants to the Vendors that:

4.3.1 it is validly organized and existing under the relevant laws governing its formation and existence;

4.3.2 it is purchasing the Securities Interests as principal, and is a Person within the class of Persons set forth in Section 2.4(2) of NI 45-106;

4.3.3 it has the power, capacity, and authority to enter into this Agreement and to perform its duties and obligations hereunder;

4.3.4 it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;

4.3.5 the execution and delivery of this Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents;

4.3.6 other than as will be obtained, filed or given on or prior to the Effective Time or as would not otherwise have a material adverse impact on the ability of the Company to complete the transactions contemplated hereby, no authorization, consent, or approval of, or filing with or notice to, any Person is required in connection with the execution, delivery, or performance by it of this Agreement;

4.3.7 this Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to: (i) applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditors' rights and remedies generally; and (ii) general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity; and

4.3.8 as at the Effective Time, the number of Class A Shares to be issued to each Securities Vendor comprising part of the Securities Consideration will be validly issued and outstanding as fully paid and non-assessable class "A" common shares in the capital of the Company.

## **ARTICLE 5 CLOSING PROCEDURE**

### **5.1 Closing Procedure**

Subject to the prior closing of the Offering, the following shall occur:

#### **5.1.1 with respect to the Securities Interests:**

5.1.1.1 at least one Business Day prior to the Effective Date, the Securities Vendors will provide the Company with the allocation and breakdown of cash to be paid and Class A Shares to be issued to (or at the direction of) each Securities Vendor at the Effective Time;

5.1.1.2 at least one Business Day prior to the Effective Date each Securities Vendor (or its general partner, as applicable) will provide the Company with registration and delivery instructions in respect of any Class A Shares to be issued to it as well as wire transfer instructions for the electronic transfer of any cash payable to it in connection with the satisfaction of their Securities Consideration;

5.1.1.3 at the Effective Time, each Securities Vendor (or its general partner, as applicable) shall execute and deliver to the Company all such documents, certificates and instruments and do all such other acts and things as the Company may consider necessary or desirable, acting reasonably, to effectively sell, transfer and assign its Securities Interests to the Company;

5.1.1.4 on the Effective Date, each Securities Vendor (or its general partner, as applicable) will provide an officer's certificate to the Company certifying that, as of that

date, all representations and warranties of such Securities Vendor as set forth in Section 4.2 remain true, correct and complete;

5.1.1.5 on the Effective Date, the Company will provide an officer's certificate to the Securities Vendors certifying that, as of that date, all representations and warranties of the Company as set forth in Section 4.3 remain true, correct and complete;

5.1.1.6 at the Effective Time, the Company shall issue, solely in uncertificated electronic form, to each Securities Vendor (or to such Person as otherwise directed by such Securities Vendor in writing at least one Business Day prior to the Effective Date) that number of Class A Shares owing to them and shall provide each Securities Vendor with a written acknowledgement or advice confirming such issuance; and

5.1.1.7 at the Effective Time, the Company shall deliver, by way of wire transfer to the account designated by each Securities Vendor pursuant to Section 5.1.1.2, the cash amount payable to such Securities Vendor hereunder.

5.1.2 with respect to the Receivable Interests:

5.1.2.1 at least one Business Day prior to the Effective Date, the Receivable Vendors will provide the Company with the allocation and breakdown of the Receivable Consideration payable to them at the Effective Time;

5.1.2.2 at least one Business Day prior to the Effective Date each Receivable Vendor (or its general partner, as applicable) will provide the Company with wire transfer instructions for the electronic transfer of the cash payable to it in connection with the satisfaction of the Receivable Consideration;

5.1.2.3 at the Effective Time, each Receivable Vendor (or its general partner, as applicable) shall execute and deliver to the Company all such documents, certificates and instruments and do all such other acts and things as the Company may consider necessary or desirable, acting reasonably, to effectively sell, transfer and assign its Receivable Interest (including the associated Promissory Note) to the Company;

5.1.2.4 on the Effective Date, each Receivable Vendor (or its general partner, as applicable) will provide an officer's certificate to the Company certifying that, as of that date, all representations and warranties of such Receivable Vendor as set forth in Section 4.1 remain true, correct and complete;

5.1.2.5 on the Effective Date, the Company will provide an officer's certificate to the Receivable Vendors certifying that, as of that date, all representations and warranties of the Company as set forth in Section 4.3 remain true, correct and complete; and

5.1.2.6 at the Effective Time, the Company shall deliver, by way of wire transfer to the account designated by each Receivable Vendor pursuant to Section 5.1.2.2, the cash amount payable to such Receivable Vendor as designated by the Receivable Vendors in accordance with Section 5.1.2.1.

## **ARTICLE 6 GENERAL PROVISIONS**

### **6.1 Assignment**

6.1.1 Other than as set forth herein, none of the rights or obligations hereunder shall be assignable or transferable by any party without the prior written consent of the other parties. Notwithstanding the foregoing, a Vendor may assign or transfer their rights and obligations hereunder to one or more of their respective Affiliates (or any Affiliate of Brookfield) at any time and from time to time without the consent of any other party provided that such assignment also includes an assignment of all of the Vendor's corresponding Securities Interests and Receivable Interests, as applicable.

6.1.2 Any purported assignment of this Agreement in violation of this Article 6 shall be null and void.

### **6.2 Enurement**

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

### **6.3 Notices**

Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by pre-paid courier, by email or by hand-delivery as hereinafter provided. Any such notice or other communication, if sent by email, will be deemed to have been received on the Business Day following the sending, or if delivered by courier or hand will be deemed to have been received at the time of delivery to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this Section 6.3. Notices and other communications will be addressed as follows:

6.3.1 if to the Company:

Rockpoint Gas Storage Inc.  
400, 607 - 8th Ave. S.W.  
Calgary, Alberta, Canada  
T2P 0A7

Attn: Tobias McKenna  
Email: *[Email address]*

6.3.2 if to BIF II-A:

Brookfield Infrastructure Fund II-A L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.3 if to BIF II-A (CR):

Brookfield Infrastructure Fund II-A (CR) L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.4 if to BIF II-B:

Brookfield Infrastructure Fund II-B L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.5 if to BIF II-C:

Brookfield Infrastructure Fund II-C L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.6 if to BIF II-D:

Brookfield Infrastructure Fund II-D L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.7 if to BIF II-D (CR):

Brookfield Infrastructure Fund II-D (CR) L.P.  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.8 BIF Carry:

BIF II CalGas Carry (Delaware) LLC  
15th Floor, Brookfield Place  
250 Vesey Street  
New York, New York  
10281-1023

Attn: Fred Day  
Email: *[Email address]*

6.3.9 BIF Holdings:

BIP BIF II U.S. Holdings (Delaware) LLC  
15th Floor, Brookfield Place  
250 Vesey Street  
New York, New York  
10281-1023

Attn: Fred Day  
Email: *[Email address]*

6.3.10 Swan Equity Carry

Swan Equity Carry LP  
Suite 100, Brookfield Place  
181 Bay Street, Box 762  
Toronto, Ontario  
M5J 2T3

Attn: Kateryna Yason  
Email: *[Email address]*

6.3.11 if to Swan AIV:

BIP BIF II Swan AIV LP  
15<sup>th</sup> Floor, Brookfield Place  
250 Vesey Street  
New York, New York  
10281-1023

Attn: Fred Day  
Email: *[Email address]*

or to such other addresses as a party may from time to time notify the others in accordance with this Section 6.3.

**6.4 Further Assurances**

Each of the parties will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as any other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

**6.5 Counterparts**

This Agreement may be executed in electronic form and in several counterparts each of which so executed shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the    day and  
year first above written.

**ROCKPOINT GAS STORAGE INC.**

(signed) “*Tobias McKenna*”  
Per: \_\_\_\_\_  
Name: Tobias McKenna  
Title: Chief Executive Officer

**BROOKFIELD INFRASTRUCTURE FUND  
II-A (CR) L.P.** by its General Partner  
**BROOKFIELD INFRASTRUCTURE FUND  
GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BROOKFIELD INFRASTRUCTURE FUND  
II-C L.P.** by its General Partner **BROOKFIELD  
INFRASTRUCTURE FUND GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BROOKFIELD INFRASTRUCTURE FUND  
II-D (CR) L.P.** by its General Partner  
**BROOKFIELD INFRASTRUCTURE FUND  
GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BROOKFIELD INFRASTRUCTURE FUND  
II-A L.P.** by its General Partner **BROOKFIELD  
INFRASTRUCTURE FUND GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BROOKFIELD INFRASTRUCTURE FUND  
II-B L.P.** by its General Partner **BROOKFIELD  
INFRASTRUCTURE FUND GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BROOKFIELD INFRASTRUCTURE FUND  
II-D L.P.** by its General Partner **BROOKFIELD  
INFRASTRUCTURE FUND GP II LLC**

(signed) “*Fred Day*”  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: Vice President

**BIP BIF II SWAN AIV LP** by its General  
Partner **SWAN HOLDINGS GP (CANADA)  
INC.**

(signed) “*Tobias McKenna*”  
Per: \_\_\_\_\_  
Name: Tobias McKenna  
Title: Chief Executive Officer

**BIF II CALGAS CARRY (DELAWARE) LLC**

**BIP BIF II U.S. HOLDINGS (DELAWARE)  
LLC**

(signed) "*Fred Day*"  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: President

(signed) "*Fred Day*"  
Per: \_\_\_\_\_  
Name: Fred Day  
Title: President

**SWAN EQUITY CARRY LP** by its General  
Partner **SWAN HOLDINGS GP (CANADA)  
INC.**

(signed) "*Tobias McKenna*"  
Per: \_\_\_\_\_  
Name: Tobias McKenna  
Title: Chief Executive Officer