

**AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP  
OF  
SWAN EQUITY AGGREGATOR LP**

**RECITALS:**

**A.** Effective March 2, 2016, SWAN EQUITY AGGREGATOR LP (the “Partnership”) was created in accordance with the provisions of the *Limited Partnerships Act* (Ontario) (as amended, supplemented or replaced from time to time, and all regulations from time to time promulgated thereunder, the “Act”) and on that same date Swan Holdings GP (Canada) Inc., as general partner (each general partner of the Partnership, from time to time, the “General Partner”), Swan Equity Carry LP (“Swan Carry”) and BIP BIF II Swan AIV LP (“BIP BIF AIV”) as limited partners, (each limited partner of the Partnership, from time to time, a “Limited Partner” and together, the “Limited Partners”, and, collectively with the General Partner, the “Partners”) entered into an Agreement of Limited Partnership (the “Original Agreement”);

**B.** The Partners have determined that it is desirable to unitize the Partnership and, therefore, wish to amend and restate the Original Agreement in its entirety such that this Amended and Restated Agreement of Limited Partnership (this “Agreement”) will be the only agreement of limited partnership governing the Partnership and the Partners;

**THEREFORE**, the Partners agree as follows:

1. Name. The name of the limited partnership governed hereby is “Swan Equity Aggregator LP” which, subject to the Act, may be changed by the General Partner in its absolute discretion without the consent of the Limited Partners.

2. Declaration of Limited Partnership. The General Partner has filed the Declaration with the Registrar in the Province of Ontario, and the Partners shall take such further actions as shall be appropriate to comply with all requirements of law for the formation and operation of a limited partnership in the Province of Ontario, and all other jurisdictions where the Partnership may elect to do business.

3. Purpose. The Partnership is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in all lawful activities for which limited partnerships may be formed under the Act.

4. Powers. The Partnership shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Partnership and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Agreement, including Section 17.

5. Principal Business Office. The principal place of business and office of the Partnership shall be located at, and the Partnership’s business shall be conducted from, such place or places as may hereafter be determined by the General Partner.

6. Registered Office. The address of the registered office of the Partnership shall be at the offices of Brookfield Asset Management Inc., 181 Bay Street, Toronto, Ontario M5J 2T3, or such other place within the Province of Ontario as the General Partner may in its sole discretion designate from time to time.

7. Mailing Addresses of the Partners. The names and the business, residence or mailing addresses of the General Partner and the Limited Partners are as follows:

(a) General Partner:

Swan Holdings GP (Canada) Inc.  
c/o Brookfield Asset Management Inc.  
181 Bay Street  
Toronto, ON M5J 2T3

(b) Swan Carry:

Swan Equity Carry LP  
c/o Brookfield Asset Management Inc.  
181 Bay Street  
Toronto, ON M5J 2T3

(c) BIP BIF AIV:

BIP BIF II Swan AIV LP  
c/o Brookfield Asset Management Inc.  
181 Bay Street  
Toronto, ON M5J 2T3

(d) in the case of other Limited Partners admitted to the Partnership from time to time, to the address inscribed in the record maintained by the General Partner, or any other new address following a change of address in conformity with this Section 7.

A Limited Partner may, at any time, change their address for the purpose of service by written notice to the General Partner. The General Partner may change their address for the purpose of service by written notice to all the Limited Partners.

8. Term. The term of the Partnership commenced on the date of filing of the Declaration in accordance with the Act and shall continue until dissolution of the Partnership in accordance with Section 24 of this Agreement. To the fullest extent permitted by law, each Partner waives any right to initiate or require the dissolution of the Partnership, the winding-up of its affairs or the partition and distribution of its assets.

9. Limitation on Liabilities of Limited Partners. Notwithstanding any provision of this Agreement, the Limited Partners shall not be liable for any of the losses, debts or liabilities of the Partnership in excess of their respective capital contributions and their *pro rata* share of the undistributed profits of the Partnership, except as required by the Act.

10. Authorization of Units and Partnership Capitalization.

(a) The capital of the Partnership shall be divided into an unlimited number of limited partner units (“LP Units”) and general partner units (“GP Units”, and together with LP Units “Units”). The total capital of the Partnership which is raised pursuant to subscriptions for Units will consist of the aggregate of all capital contributions made by each of the Partners of the Partnership, less the aggregate amount of any capital contributions returned pursuant to the terms of this Agreement.

(b) All GP Units outstanding at any time collectively represent a 0.01% interest in the Partnership.

(c) All LP Units outstanding at any time collectively represent a 99.99% interest in the Partnership. The 99.99% interest in the Partnership of the Limited Partners will be divided into and represented by LP Units, provided that if at any time, no LP Units are outstanding, the 99.99% interest in the Partnership will be divided among the Limited Partners in accordance with their respective capital contributions in the Partnership.

(d) No holder of a class or series of LP Units has a priority over any other holder of LP Units of that same class or series, respectively, either as to the return of capital contributions or as to Profits or Losses (each as defined below) or distributions.

(e) Subject to the terms of this Agreement and applicable law, the General Partner may cause the Partnership to issue additional partnership interests (including additional LP Units, new classes of partnership units and options, rights, warrants and appreciation rights relating to such LP Units, and other units) for any partnership purpose, at any time and on such terms and conditions as it may determine without the approval of any Limited Partner. Any additional partnership units may be issued in one or more classes, or one or more series of classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of partnership units) as may be determined by the General Partner in its sole discretion, all without the approval of any Limited Partner.

(f) The Units are deemed to constitute “securities” for purposes of the *Securities Transfer Act* (Ontario). Units issued hereunder will not be certificated unless otherwise determined by the General Partner in its discretion.

(g) All things done by the General Partner in regard to the matters contemplated by this Section 10 prior to the execution of this Agreement are hereby sanctioned, ratified and confirmed.

11. Transition of Existing Interests. From and after the date hereof, the interests of each Partner in the Partnership will be represented by Units, which Unit interests will be set out in the record of the Partnership as maintained in accordance with the *Limited Partnerships Act* (Ontario).

12. Additional Capitalization. No Limited Partner is obligated to make any additional contributions of capital to the Partnership or to subscribe for any additional LP Units. Any Limited Partner may, at any time upon notice to the other Partners and with the consent of

the General Partner, increase their respective capital contribution by subscribing for additional LP Units, on such terms and conditions as are agreed to at the relevant time by the General Partner in its sole discretion. The Partners acknowledge and agree that capital contributions may be made from time to time with or without the issuance of LP Units.

13. Return of Capital. No Limited Partner shall be entitled to demand a return of its capital or require the Partnership to retract or redeem LP Units unless such return of capital is pursuant to the dissolution provisions as set forth below. The General Partner may agree to return capital to the Limited Partners, as a class and in proportion to the relative number of LP Units held at the applicable date, in its sole and absolute discretion. All Partners will look solely to the assets of the Partnership for the return of their respective capital or any other distributions with respect to their Units.

14. Capital Accounts. There will be established for each Partner on the books of account of the Partnership a capital account which will be credited or charged with the Profits and Losses (each as defined below) of the Partnership and with distributions made to Partners. Each Partner's capital account shall be adjusted to reflect such Partner's allocations and distributions as provided in Section 16. No interest will be paid to any Partner on any amount in that Partner's capital account. For U.S. tax purposes capital accounts shall be adjusted, as necessary, to conform to the U.S. Department of Treasury regulations (the "Regulations") under Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), as interpreted in good faith by the General Partner.

15. Profits and Losses.

(a) The Profits or Losses incurred by the Partnership for each taxable year shall be determined on an annual basis. Except as provided in Section 15(b) of this Agreement, as used herein, "Profits" and "Losses" mean, for each fiscal year, an amount equal to the Partnership's taxable income or loss for such year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

- (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss; and
- (ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss.

(b) For the purposes of the *Income Tax Act* (Canada) and any other relevant taxing legislation in Canada (collectively, the "Canadian Tax Act"), "Profits" and "Losses" mean, for each fiscal year or other period, such amounts as are in accordance with the Canadian Tax Act

as determined by the General Partner acting reasonably. In computing the Profits or Losses of the Partnership for tax purposes, the General Partner may adopt such method of accounting as it deems appropriate, may adopt different treatments of particular items and may make and revoke elections on behalf of the Partnership as the General Partner may deem to be in the best interests of the Partnership. In respect of any fiscal year, the General Partner may claim such capital cost allowance in respect of depreciable property of the Partnership and such deductions and reserves as are permitted under the Canadian Tax Act and as it deems would be in the best interests of the Limited Partners.

16. Allocations and Distributions.

(a) Profits and Losses of the Partnership for each fiscal year, including for income tax purposes, will be determined by the General Partner and allocated at the end of each fiscal year or other period among the Partners as follows:

- (i) 0.01% of the Profits and Losses of the Partnership will be allocated to the General Partner; and
- (ii) 99.99% of the Profits and Losses of the Partnership will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the number of LP Units held by each of them on that date or, where no LP Units are then outstanding, according to their respective capital contributions in the Partnership.

Whenever a proportionate part of the Partnership's Profit or Loss is allocated to a Partner, every item of income, gain, loss, deduction and credit entering into the computation of or otherwise relating to such Profit or Loss applicable to the fiscal year during which such Profit or Loss was realized, shall be allocated to such Partner in the same proportion.

(b) For a fiscal year in which any Units are acquired (such fiscal year, the "Notional Split Year" and the time of the acquisition, the "Split Time"), unless otherwise agreed in writing by the affected Partners, all allocations of the Profits and Losses of the Partnership (including for tax purposes) will be made (to the extent permissible under the Code, where applicable, and the Canadian Tax Act) as though the Partnership had the following fiscal periods within such Notional Split Year (each a "Notional Year") for which the allocations will be separately determined in accordance with Section 16(a):

- (i) a fiscal period starting at the beginning of the Notional Split Year and ending immediately before the first Split Time;
- (ii) for each Split Time during such Notional Split Year, an additional fiscal period starting at such Split Time and ending at the earlier of the next successive Split Time or the end of the Notional Split Year; and
- (iii) for each such Notional Split Year, the income or loss of the Partnership shall be allocated based on the allocation method set out

in Section 16(a) as if the words “fiscal year” in Section 16(a) were read as “Notional Year”.

Notwithstanding the foregoing, a tax loss shall be allocated to Notional Years only to the extent that the Partnership shall have a tax loss for its Notional Split Year in which such Notional Years occur and shall otherwise be deemed to be zero, and if the aggregate tax losses to be allocated to Notional Years exceed the tax loss of the Partnership for the particular Notional Split Year in which such Notional Years occur, such tax losses for each Notional Year shall be reduced *pro rata* and the amount of any tax income otherwise allocated to the other Notional Years in such Notional Split Year will be adjusted *pro rata* to take into account such change in allocated tax losses.

Notwithstanding Section 16(a) and Section 16(b) of this Agreement, if the General Partner, acting reasonably, determines that the allocation of Profits or Losses would otherwise result in a mismatch of the economic interests of the Limited Partners over the life of the Partnership, then the General Partner shall be entitled to adjust the allocations of Profits or Losses among the Limited Partners for the purpose of achieving the intended economics associated with each Limited Partner’s interest in the Partnership.

(c) Subject to Section 16(d) of this Agreement, distributions shall be made to the Partners at such times and in such amounts as may be determined in the sole discretion of the General Partner. Distributions shall be shared among the Partners as follows:

- (i) 0.01% will be allocated to the General Partner; and
- (ii) 99.99% will be allocated among the Limited Partners of record on the date of distribution in proportion to the number of LP Units held by each of them on that date or, where no LP Units are then outstanding, according to their respective capital contributions in the Partnership.

(d) If the payment of a distribution at any time would cause the amount determined immediately after that time under subsection 40(3.11) of the Canadian Tax Act in respect of any Limited Partner’s interest in the Partnership to be an amount greater than nil, no distribution shall be declared or paid to the Limited Partners. In lieu of making such distribution, the General Partner shall cause the Partnership to make a non-interest bearing loan to each Limited Partner in an amount equal to the amount of the distribution that would otherwise have been made to such Limited Partner (each a “Loan”, and collectively, the “Loans”), which Loans will be due and payable in full 30 days after the end of the fiscal year of the Partnership in which the Loans are made. Any amounts paid to a Limited Partner in connection with such distribution shall be deemed to be advanced as a Loan. Any share of a distribution not paid to a Limited Partner (including a former Limited Partner) pursuant to this Section 16(d) shall be paid to such Limited Partner (or former Limited Partner) on the 30th day after the end of the fiscal year of the Partnership in which the distribution was to be paid (the “Follow-up Payment”) or, in the event of a dissolution of the Partnership, on the date of dissolution. The payment of a Follow-up Payment by the Partnership shall be automatically set-off against the amounts owing under the Loans and such amounts shall be considered to be repaid and settled in full. For the avoidance of doubt, the

amount of any Loan made to a Limited Partner pursuant to this Section 16(d) shall not be considered to be a distribution received by such Limited Partner for purposes of this Agreement, and a Follow-up Payment shall be considered to be a distribution in respect of the fiscal year of the Partnership in which the distribution to which such Follow-up Payment relates was to be paid.

(e) Notwithstanding any provision to the contrary contained in this Agreement, the Partnership shall not make a distribution to the Partners on account of their interests in the Partnership if such distribution would violate the Act or other applicable law.

17. Management.

(a) Subject to the express limitations contained in any provision of this Agreement or the Act, (i) the conduct of the business and affairs of the Partnership shall be managed by the General Partner, and (ii) the General Partner shall have complete and absolute control of the affairs and business of the Partnership, and shall possess all powers necessary, convenient or appropriate to carry out the purposes and business of the Partnership, including, without limitation, doing all things and taking all actions necessary to carry out the terms and provisions of this Agreement. Subject to the provisions of this Agreement, the General Partner is authorized to execute and deliver any document on behalf of the Partnership without any vote or consent of any other Partner.

(b) Subject to the rights and powers of the General Partner and the limitations thereon contained herein, the General Partner may delegate to any person any or all of its powers, rights and obligations under this Agreement and may appoint, contract or otherwise deal with any person to perform any acts or services for the Partnership as the General Partner may reasonably determine.

(c) No Partner (other than the General Partner) shall participate in the management or control or conduct of the business of, or shall have any rights or powers with respect to, the Partnership except those expressly granted to it by the terms of this Agreement, or those conferred on it by law.

(d) The General Partner shall not be compensated for its services as the general partner of the Partnership without the unanimous consent of the Partners.

18. Officers. The General Partner may, from time to time as it deems advisable, appoint officers of the Partnership (the “Officers”) and assign in writing titles (including, without limitation, President, Chief Executive Officer, Chief Financial Officer, Senior Vice President, General Counsel, Secretary and Treasurer) to any such person. Unless the General Partner decides otherwise, if the title is one commonly used for officers of a business corporation formed under the *Business Corporations Act* (Ontario), the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 18 may be revoked at any time by the General Partner.

19. Other Business. The Partners may engage in, or possess an interest in, other business ventures (unconnected with the Partnership) of every kind and description, independently or with others. The Partnership shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement or the relationships contemplated hereby.

20. Liability.

(a) None of the General Partner, any Officer or any authorized person of the Partnership shall be liable, responsible or accountable in damages to the Limited Partners or the Partnership for (i) any act or omission on behalf of the Partnership performed or omitted to be taken by them in good faith and in a manner reasonably believed by it to be within the scope of the authority granted to them by this Agreement and in, or not opposed to, the best interests of the Partnership, provided that such person is not guilty of gross negligence or willful misconduct, (ii) any action or omission taken or suffered by any other Partner, or (iii) any mistake, negligence, dishonesty or bad faith of any delegate or other agent of the Partnership selected by such person with reasonable care. To the extent that, at law or in equity, any such person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, any such person acting under this Agreement shall not be liable to the Partnership or such other Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand, restrict or eliminate the duties and liabilities of the General Partner otherwise existing at law or in equity, are agreed by the Partners to modify to that extent such other duties and liabilities of the General Partner. To the fullest extent permitted by law, the Partnership shall indemnify the General Partner, each Officer and each authorized person of the Partnership against any loss, damage or expense (including amounts paid in satisfaction of judgments, in settlements, as fines and penalties and legal and other costs and expenses of investigation or defense) incurred by such person by reason of any act or omission so performed or omitted by them (and not involving gross negligence or willful misconduct) and any such amount shall be paid by the Partnership to the extent assets are available, but the Limited Partners shall not have any personal liability to any such person or the Partnership on account of such loss, damage or expense.

(b) The General Partner, each Officer and each authorized person of the Partnership may consult with legal counsel, accountants and other professional experts selected by them and any act or omission suffered or taken by them on behalf of the Partnership or in furtherance of the interests of the Partnership in good faith in reliance upon and in accordance with the advice of such counsel, accountants or other professional experts shall be full justification for any such act or omission, and each such person shall be fully protected in so acting or omitting to act, provided such counsel, accountants or other professional experts were selected with reasonable care.

(c) To the fullest extent permitted by law, expenses incurred by the General Partner, any Officer or any authorized person of the Partnership in defense or settlement of any claim that may, at the determination of the General Partner, be subject to a right of indemnification hereunder may be paid by the Partnership in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of each such person to repay such amount to the Partnership if it shall be determined, by a court of competent jurisdiction pursuant to a final non-appealable judgment, order or decree, that such person is not entitled to be indemnified hereunder.

21. Admission of Additional Partners. One (1) or more additional persons may be admitted to the Partnership as Partners with the written consent of the General Partner.



22. No Dissolution of the Partnership. Subject to Section 24 of this Agreement, the termination, dissolution, liquidation, winding-up, receivership, death, bankruptcy or adjudicated incompetency of a Partner shall not cause a dissolution of the Partnership, but the rights of such Partner to share in the Profits and Losses of the Partnership, to receive distributions and to assign their interest in the Partnership pursuant to Section 23 of this Agreement shall, on the happening of such an event, devolve on their legal representative for the purpose of settling his estate or administering his or its property. Subject to Section 24 of this Agreement, the resignation, removal, admission or withdrawal of a Partner shall not cause a dissolution of the Partnership.

23. Assignments. A Limited Partner may not transfer, assign, pledge or hypothecate, in whole or in part, their limited partner interest (including LP Units) without the prior written consent of the General Partner, which consent will be evidenced by a unanimous written resolution of the Board of Directors of the General Partner.

24. Dissolution.

(a) The Partnership shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the decision of the General Partner; (ii) the termination, dissolution, liquidation, bankruptcy, insolvency, winding-up or other event of withdrawal of the General Partner unless the Limited Partners unanimously consent to the appointment of a new General Partner within 30 days of such event occurring; and (iii) at any time there are no Limited Partners.

(b) In the event of dissolution, the Partnership shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Partnership in an orderly manner) and the assets of the Partnership shall be applied and distributed, to the extent permitted by law, in the following order:

- (i) to the discharge of debts and obligations of the Partnership, and
- (ii) to the Partners as follows
  - (I) 0.01% will be allocated to the General Partner; and
  - (II) 99.99% will be allocated among the Limited Partners of record on the date of dissolution in proportion to the number of LP Units held by each of them on that date or, where no LP Units are then outstanding, according to their respective capital contributions in the Partnership.

25. Tax Matters Partner. The General Partner or its designee shall be the tax matters partner or the partnership representative within the meaning of the Code (the “Tax Matters Representative”). All expenses incurred by the Tax Matters Representative in connection with its duties as Tax Matters Representative shall be expenses of the Partnership.

26. Tax Matters. The General Partner may on behalf of the Partnership make, but shall not be obligated to make, any tax election, determination, designation or application provided under the Code or Canadian Tax Act, or any provision of state, provincial, local or foreign

tax law, and the General Partner shall not be liable for any consequences to any previously admitted or subsequently admitted Partners resulting from its making or failing to make any such elections. Each Limited Partner hereby irrevocably makes, constitutes and appoints the General Partner as its true and lawful attorney and agent, with full power of substitution and authority in its name, place and stead, to make such tax elections, determinations, designations or applications in respect of the Partnership or of a Partner's interest in the Partnership, and such powers of attorney, being given for valuable consideration and coupled with an interest, shall bind each Limited Partner and its legal representatives, successors and assigns and shall survive any termination or dissolution of the Partnership. All decisions and other matters concerning the computation of items of income, gain, loss, deduction and credit of the Partnership, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the General Partner. The General Partner shall prepare or cause to be prepared all tax returns required to be prepared by or on behalf of the Partnership.

27. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

28. 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.

29. Entire Agreement. This Agreement constitutes the entire agreement of the Partners with respect to the subject matter hereof and supersedes all previous writings and understandings. For greater certainty, but not to limit the generality of the foregoing, this Agreement amends and restates in its entirety the Original Agreement, which Original Agreement will hereafter be of no further force or effect, subject to the terms expressly surviving any termination thereof which will continue to survive in full force and effect and unamended.

30. Governing Law. This Agreement, all questions concerning the construction, interpretation and validity of this Agreement, the rights and obligations of the parties hereto, all claims or causes of action that may be based upon, arise out of or related to this Agreement and the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon or arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement) shall be governed by, construed and enforced in accordance with, the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. In furtherance of the foregoing, the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply. To the fullest extent permitted by law, in the event of any dispute arising out of or relating to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), the parties hereto consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario. TO THE FULLEST EXTENT

PERMITTED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

31. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Partners.

*[Remainder of page intentionally left blank – signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto, being all of the Partners of the Partnership as of October 7, 2025, have caused this Agreement to be executed and unconditionally delivered as of the date first above written.

**GENERAL PARTNER**

**Swan Holdings GP (Canada) Inc.**

By: (signed) “Tobias McKenna”  
Name: Tobias McKenna  
Title: Chief Executive Officer

**LIMITED PARTNERS**

**Swan Equity Carry LP**

By: Swan Holdings GP (Canada) Inc., its  
general partner

By: (signed) “Tobias McKenna”  
Name: Tobias McKenna  
Title: Chief Executive Officer

**BIP BIF II Swan AIV LP**

By: Swan Holdings GP (Canada) Inc., its  
general partner

By: (signed) “Tobias McKenna”  
Name: Tobias McKenna  
Title: Chief Executive Officer