

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BIF II CALGAS (DELAWARE) LLC**

This Limited Liability Company Agreement (this “Agreement”) of BIF II CalGas (Delaware) LLC (the “Company”) is made and entered into this 23rd day of July, 2014 by BIF II CalGas Carry (Delaware) LLC, a Delaware limited liability company (“BIF II CG Carry”) and BIP BIF II US Holdings (Delaware) LLC, a Delaware limited liability company (“BIP BIF II”, and together with BIF II CG Carry, the “Shareholders”) pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the “Act”). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Act.

WHEREAS, Darren Soice, as an authorized person within the meaning of the Act, formed the Company as a limited liability company pursuant to the Act by filing a Certificate of Formation with the Office of the Secretary of State of the State of Delaware on July 23, 2014;

WHEREAS, the Shareholders shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business;

WHEREAS, the Shareholders agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW THEREFORE, the Shareholders hereby agree as follows:

1. Name. The name of the Company is BIF II CalGas (Delaware) LLC.
2. Purpose. The Company is formed for the purpose of engaging in any lawful acts or activities permitted by limited liability companies under the Act and to engage in any and all activities necessary or incidental thereto.
3. Powers. The Company 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 Company, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Company by the Shareholder(s) pursuant to this Agreement.
4. Term. The term of the Company commences on the date of filing of the Certificate of Formation and shall continue in existence until dissolved in accordance with Section 23 of this Agreement or otherwise in accordance with the Act.
5. Registered Office and Agent. The address of the registered office and the agent for service of process for the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, USA.

6. Principal Business Office. The principal place of business and office of the Company shall be located at Brookfield Place, 250 Vesey Street, New York, New York 10281-1023, and the Company's business shall be conducted from such place or places as may hereafter be determined by the Shareholders and the managers of the Company (the "Managers").

7. Names and Mailing Addresses of the Shareholders. The names and mailing addresses of the Shareholders are as follows:

Name	Mailing Address
BIF II CalGas Carry (Delaware) LLC	c/o Brookfield Infrastructure Group Corporation Brookfield Place 250 Vesey Street New York, New York 10281-1023
BIP BIF II US Holdings (Delaware) LLC	c/o Brookfield Infrastructure Group Corporation Brookfield Place 250 Vesey Street New York, New York 10281-1023

8. Additional Shareholders. The name and address of any subsequent Shareholder(s) shall be recorded in a Shareholder register maintained by the Company.

9. Assignment. Subject to Section 10, the Shareholders may transfer their Common Shares (as defined below), provided that such transferee executes and agrees to all the provisions of this Agreement and otherwise assumes all of the obligations of a Shareholder.

10. Shareholder's Admission; Subject to Section 8 and 9, a member is deemed admitted as a Shareholder upon its execution and delivery of this Agreement.

11. Share Capital Contributions. A Shareholder's capital contributions, in cash or in other assets, shall be shown on the Company's books and records from time to time. The Shareholders may, but are not required, to make any additional share capital contributions to the Company.

12. Common Shares.

(a) The Company is authorized to issue a single class of Shareholder interests, which shall be designated "Common Shares". For the purpose of this Agreement, a Common Share shall mean a unit of limited liability company interest issued by the Company on subscription by a Shareholder, which represents the rights and obligations associated therewith, including, without limitation, the right to one vote per Common Share, and the right to receive distribution of the Company's assets in accordance with this Agreement and the Act.

(b) The Common Shares may, but need not be, evidenced by a certificate in such form and executed by such officer or officers as the Managers of the Company may determine.

(c) An assignee of Common Shares shall become, and be entitled to exercise the rights and powers of and be subject to the liability of, a Shareholder of the Company. Such Shareholder ownership shall become effective when the assignee's admission is reflected in the Company's register.

(d) The Company shall maintain an account of share capital in respect of contribution on Common Shares.

13. Retained Earnings. The profits and losses of the Company for each taxable year shall be determined on an annual basis and shall be available for distribution to Shareholders in proportion to their ownership of Common Shares. The cumulative net amount at any time shall be "Retained Earnings".

14. Distributions. The Company shall be entitled to make distributions in respect of a Common Share held by a Shareholder as follows:

(a) As a return of capital in respect of a Common Share; and

(b) As a distribution other than a return of capital, which distribution shall reduce the amount of Retained Earnings.

Distributions shall be made to a Shareholder at such times and in such amounts as may be determined in the sole discretion of the Company or the Managers. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to a Shareholder on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

15. Common Share Redemption. The Company shall be entitled at its discretion to purchase for cancellation any Common Share held by a Shareholder provided such purchase does not violate Section 18-607 of the Act or other applicable law.

16. Tax Matters.

(a) The Shareholders intend that the Company will be treated as a partnership for U.S. federal, and if applicable, state and local income tax purposes, and the Managers will cause the Company to file all such income tax returns and will otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

(b) Tax allocations applicable for U.S. federal income tax purposes are set forth in Exhibit A hereto.

17. Elections. The Managers shall determine the accounting methods and conventions under the tax laws of any and all applicable jurisdictions as to the treatment of income, gain, loss, deduction and credit of the Company or any other method or procedure

related to the preparation of such tax returns. The Managers shall cause the Company to make or refrain from making any and all elections permitted by such tax laws.

18. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of any Shareholder, Manager, officer, employee or agent of the Company (including a person having more than one such capacity) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of acting in such capacity.

19. Indemnification. The Company hereby agrees to indemnify and hold harmless each Shareholder, Manager, officer, employee or agent of the Company to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including reasonable attorneys' fees and expenses, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person by reason of the fact that such person is or was a Shareholder, Manager, officer, employee or agent of the Company or is or was serving as a Shareholder, Manager, officer, employee or agent of a subsidiary of the Company; provided, that no such person will be indemnified for any expenses, liabilities and losses suffered that are attributable to such person's bad faith, intentional misconduct or knowing violation of law. Expenses, including reasonable attorney's fees and expenses, incurred by any such indemnified person in defending a proceeding will be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such person to repay promptly such amount if it will ultimately be determined that such person is not entitled to be indemnified by the Company.

20. Termination of Common Share Ownership. The rights of a Shareholder to receive distributions and to assign its interest in the Company pursuant to Section 9 shall, on the dissolution, termination, winding up, bankruptcy, or other inability to act in such capacity, devolve on its legal representative for the purpose of settling its estate or administering its property.

21. Board of Managers and Officers.

(a) The business and affairs of the Company shall be managed by a board of Managers (the "Board of Managers") and its officers. Subject to the Act and the express limitations contained in this Agreement, the Board of Managers shall have complete and absolute control over the affairs and business of the Company, and shall possess all powers necessary, convenient or appropriate to carrying out the purpose and business of the Company, including, without limitation, doing all things and taking all actions necessary to carrying out the terms and provisions of this Agreement.

(b) The Shareholders hereby agree that the business of the Company shall be undertaken by a Board of Managers. The initial Board of Managers appointed by the Shareholders will be the individuals or entities named in Schedule A hereto. Thereafter, the

number of Managers constituting the whole board will be at least one, such number to be fixed from time to time by action of the Shareholder(s). Each Manager will serve as a Manager until the earlier to occur of the bankruptcy, adjudicated incompetency, termination of the legal existence, death, or retirement of the Manager, or the resignation or removal, with or without cause, of the Manager by the Shareholder(s). Upon the occurrence of such event, the Shareholder(s) may designate the replacement Manager, if any.

(c) The Company is entitled to reimburse the Managers for their reasonable expenses incurred in attending Board of Managers or committee meetings or otherwise serving as Managers.

(d) The Board of Managers may appoint one or more officers of the Company (which may include Shareholders or Managers) with such powers, titles and duties as may be approved by the Board of Managers. Each officer will hold office until the first to occur of his/her death, retirement, resignation or removal with or without cause by the Board of Managers. The initial officers of the Company are set forth on Schedule A hereto.

22. Execution of Documents. Deeds, transfers, assignments, agreements, contracts, obligations and other instruments in writing requiring execution by the Company may be signed by a Manager, by an officer, or in such other manner as the Managers may determine.

23. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

- (a) the written consent of the Shareholders;
- (b) the dissolution, termination, winding up, bankruptcy, or other inability to act in such capacity, of the last remaining Shareholder of the Company; and
- (c) any entry of a decree of judicial dissolution under Section 18-802 of the Act.

In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner).

24. Severability. Should any provision of this Agreement be held to be unenforceable, such holding will not affect the validity of the remainder of this Agreement, the balance of which will continue to be binding upon the Shareholder with any such modification or amendment to become a part hereof and treated as though originally set forth in this Agreement.

25. Governing Law. This Agreement will be governed by, and construed under, the laws of the State of Delaware without regard to the conflicts of laws principles thereof.

26. Amendment. Amendments to this Agreement may be made by the Shareholders in writing from time to time.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
have duly executed this Agreement.

BIF II CALGAS CARRY (DELAWARE) LLC

By: (signed) "Darren Soice"

Name: Darren Soice

Title: Manager

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

By: Brookfield Infrastructure Fund GP II LLC,
its manager

By: (signed) "Darren Soice"

Name: Darren Soice

Title: Authorized Signatory

Schedule A

Managers and Officers

Managers:

Brookfield Infrastructure Fund GP II LLC

[List Entity Officers]

Exhibit A

U.S. Tax Matters

1.1 **Capital Account.** A capital account (“Capital Account”) shall be maintained for each Shareholder on the books of the Company. Such Capital Account shall be adjusted to reflect each Shareholder’s shares of allocations of Net Income and Net Loss as provided in this Agreement, and any capital contributions to the Company or any distributions from the Company. Such Capital Account shall further be adjusted to conform to the U.S Regulations under the U.S. Code, as interpreted in good faith by the Board of Managers. Any terms used but not defined in this Exhibit A shall have the meaning ascribed to such terms under the amended and restated agreement of limited partnership of Brookfield Infrastructure Fund II-A, L.P. (the “Fund”) as if the Company were a Partnership and each Shareholder were a Partner of the Fund.

1.2 **Book Allocations.** The items of income, expense, gain and loss of the Company comprising Net Income or Net Loss for a Fiscal Year shall be allocated *pro rata* among Shareholders in proportion to their ownership of Common Shares.

1.3 **Transfer of Interest.** In the event of a Transfer of all or part of a Share at any time other than the end of a Fiscal Year, or the admission of an additional Shareholder, the shares of items of Net Income or Net Loss and specially allocated items allocable to the Share transferred shall be allocated between the transferor and the transferee in a manner determined by the Board of Managers in its discretion that is not inconsistent with the applicable provisions of the U.S. Code and U.S. Regulations.

1.4 **U.S. Tax Allocations.**

(a) **Section 704(b) Allocations.** Each item of income, gain, loss, or deduction for U.S. Federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Income or Net Loss or is specially allocated pursuant to Section 1.3 hereof (a “Book Item”) shall be allocated among the Shareholders in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 1.2 hereof.

(b) **Section 704(c) Allocations.** In the event any property of the Company is credited to the Capital Account of a Shareholder at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner as determined by the Board of Managers in compliance with U.S. Code Sections 704(b) and 704(c) and the U.S. Regulations thereunder.