enercare™

VOTE NOW FOR significant & immediate value FOR YOUR ENERCARE SHARES

Enercare Inc. to be acquired by Brookfield Infrastructure.

Receive Cdn$29.00 per Enercare common share.

Represents a premium of 53% to Enercare's volume-weighted average share price.*

Tax-deferred roll-over option for Canadian shareholders. Canadian shareholders have the option to receive, in lieu of cash consideration, units that are exchangeable into limited partnership units of Brookfield Infrastructure Partners L.P.

Vote your Enercare shares by September 20, 2018 @ 9:00AM Toronto time.
For more information or voting, call Kingsdale Advisors at 1.888.518.6813.

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* On the day before the transaction was announced.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON SEPTEMBER 24, 2018

and

MANAGEMENT INFORMATION CIRCULAR

with respect to a proposed

PLAN OF ARRANGEMENT

involving

ENERCARE INC.

and

CARDINAL ACQUISITIONS INC.

together with a newly formed Ontario limited partnership ("Exchange LP")

The Board of Directors of Enercare Inc. UNANIMOUSLY recommends that Shareholders vote FOR the Arrangement.

These materials are important and require your immediate attention. They require common shareholders of Enercare Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors. If you have any questions or require more information with regard to voting your shares, please contact Kingsdale Advisors, our strategic shareholder advisor and proxy solicitation agent, at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

August 22, 2018

August 22, 2018

Dear Shareholders:

The Board of Directors (the "**Board**") of Enercare Inc. ("**Enercare**" or the "**Company**") invites you to attend the special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares (the "**Common Shares**") of the Company to be held 9:00 a.m. (Toronto time) on September 24, 2018 at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, Ontario.

Capitalized terms used but not otherwise defined herein are defined in the Circular accompanying this notice.

The business to be conducted at the Meeting concerns the acquisition of the Company by Brookfield Infrastructure and its institutional partners (collectively "**Brookfield**"), as set out in more detail in the August 1, 2018 press release available on the Company's website (www.enercare.ca) and available under the Company's SEDAR profile at www.sedar.com.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, pass a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* whereby Cardinal Acquisitions Inc. (the "**Purchaser**"), together with a newly formed Ontario limited partnership (the "**Exchange LP**"), will acquire all of the issued and outstanding Common Shares of the Company for Cdn $29.00 in cash per Common Share (the "**Cash Consideration**"), without interest, or, in the case of a Shareholder resident in Canada who is not exempt from tax under the Tax Act and who has elected to receive Exchangeable LP Units, 0.5509 of an Exchangeable LP Unit for each Common Share (the "**Unit Consideration**", and together with the Cash Consideration, the "**Consideration**"), subject to proration based on the Maximum Unit Consideration, with the balance of the Consideration being paid in cash. The Exchangeable LP Units will provide holders with economic terms that are substantially equivalent to those of non-voting limited partnership units of Brookfield Infrastructure Partners L.P. (the "**BIP Units**") and will be exchangeable, on a one-for-one basis, for BIP Units.

An Electing Canadian Shareholder can elect for a portion of the amount payable under the Arrangement as Cash Consideration and a portion as Unit Consideration.

Brookfield's offer represents a premium of 64% to Enercare's volume-weighted average share price since the establishment of the Special Committee on March 15, 2018. A Shareholder resident in Canada who is not exempt from tax under the Tax Act will have the option to receive, in lieu of the Cash Consideration, Exchangeable LP Units that will be exchangeable into BIP Units, up to a maximum of 15 million Exchangeable LP Units, representing approximately 25% of the aggregate amount of consideration. The total transaction value is Cdn $4.3 billion.

Shareholders should be aware of the major benefits of the Arrangement, which include, among others:

- Delivering significant and immediate value to Shareholders;
- The transaction recognizes the value created at Enercare over the last 16 years;
- Brookfield is recognized as a global infrastructure investor and will provide opportunity for employees of Enercare and capital to continue growing the business; and
- The Board believes that the transaction provides significant value for Shareholders, benefits stakeholders and unanimously recommends that Shareholders vote in favour of the Arrangement.

Full details of the Arrangement are set out in the accompanying Notice of Special Meeting of Shareholders and Management Information Circular of the Company (the "**Circular**"). The Circular describes the Arrangement and includes certain additional information to assist you in considering how to vote on the proposed Arrangement Resolution, including certain risk factors relating to the completion of the Arrangement. You should carefully review and consider all of the information in the Circular. If you require assistance, consult your financial, legal, tax or other professional advisor.

The following is a summary of the relevant terms of the Arrangement for the Shareholders:

- Shareholders (other than Dissenting Holders) will be entitled to receive, for each Common Share held, Cash Consideration, without interest, or, in the case of a Shareholder resident in Canada who is not exempt from tax under the Tax Act and who has elected to receive Exchangeable LP Units, the Unit Consideration for each Common Share, subject to proration based on the Maximum Unit Consideration, with the balance of the Consideration paid in cash. The Exchangeable LP Units will provide holders with economic terms that are substantially equivalent to BIP Units and will be exchangeable, on a one-for-one basis, for BIP Units;
- each Company DSU, Company PSU and COO PSU issued and outstanding immediately prior to the Effective Time (whether vested or unvested) will be transferred by the holders thereof to the Company, and each such Company DSU, Company PSU and COO PSU will be cancelled in exchange for a cash payment by the Company to the holder thereof equal to the Cash Consideration per Company DSU or COO PSU, and equal to the Cash Consideration multiplied by the applicable Performance Factor for each Company PSU, in each case less any applicable withholdings; and
- each Company Option issued and outstanding immediately prior to the Effective Time (whether vested or unvested), will be transferred by the holders thereof to the Company, and each such Company Option will be cancelled in exchange for the payment by the Company to the holder thereof of the Option Consideration, in each case less any applicable withholdings.

For additional details about the Arrangement, see "*The Arrangement*" and "*The Arrangement Agreement*" in the Circular which accompanies this letter.

The Arrangement is subject to customary closing conditions for a transaction of this nature, including court approval, and approval of (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101, and applicable government and regulatory approvals by the relevant authorities in Canada and the U.S.

The Board, after consultation with its Financial Advisor and Davies, and after careful consideration of, among other factors, the fairness opinion of National Bank Financial Markets, and on the unanimous recommendation of the special committee of the Board (the "Special Committee"), has unanimously determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered is fair to Shareholders, from a financial point of view, and has unanimously approved the Arrangement and recommends that you vote <u>FOR</u> the Arrangement. In making their recommendations, the Board and the Special Committee considered a number of factors as described in the Circular under the heading "*The Arrangement – Reasons for the Recommendations*".

Each of the directors and Executive Officers and a former director and officer of the Company, collectively holding Common Shares representing in the aggregate approximately 0.66% of the outstanding Common Shares as at the Record Date, has entered into a support and voting agreement with the Purchaser pursuant to which they have agreed to vote or cause to be voted all of the Common Shares held or controlled by them in favour of the Arrangement Resolution.

If the Shareholders approve the Arrangement, it is currently anticipated that the Arrangement will be completed by the fourth quarter of 2018, subject to obtaining court approval and certain required regulatory approvals, as well as

the satisfaction or waiver of other conditions contained in the arrangement agreement dated August 1, 2018 between the Company and the Purchaser (the "**Arrangement Agreement**"). However, it is not possible to state with certainty when or if the closing of the Arrangement will occur.

YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF COMMON SHARES YOU OWN.

Shareholders who are unable to attend the Meeting are requested to complete, date, sign and return the enclosed Form of Proxy or Voting Instruction Form so that as large a representation of Shareholders as possible may be had at the Meeting. Please see the Form of Proxy or Voting Instruction Form for further details and instructions.

The close of business (Toronto time) on August 21, 2018 is the record date for the determination of Shareholders that will be entitled to receive notice of and vote at the Meeting, and any adjournment or postponement of the Meeting. Shareholders are requested to complete and submit either the accompanying: (a) Form of Proxy to Computershare Investor Services Inc., Attention: Proxy Department, no later than 9:00 a.m. (Toronto time) on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting (or otherwise in accordance with the instructions printed on the Form of Proxy); or (b) Voting Instruction Form in accordance with the instructions printed on the Voting Instruction Form, as applicable. The deadline for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

If your Common Shares are not registered in your name but are held through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, you will receive the Consideration for your Common Shares through your intermediary. If you are a Registered Shareholder please complete each applicable accompanying Letter of Transmittal and Election Form (the "**Letter of Transmittal and Election Form**") in accordance with the instructions included therein, sign, date and return it to the depositary, Computershare Trust Company of Canada, in the envelope provided, together with the certificates representing your Common Shares and any other required documents. The Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) representing your Common Shares for the Consideration under the Arrangement. You will not receive your Consideration under the Arrangement until after the Arrangement is completed and you have returned your properly completed documents, including each applicable Letter of Transmittal and Election Form, and the certificate(s) representing your Common Shares to Computershare Trust Company of Canada.

RECOMMENDATION:

THE ENERCARE BOARD UNANIMOUSLY RECOMMENDS THAT

SHAREHOLDERS VOTE "FOR" THE ARRANGEMENT.

What You Need to Do:

To realize the full potential of this premium transaction, the Arrangement must be approved by (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.

This means every vote will count no matter how many Common Shares you own. If you are appointing a proxy, you must submit your Form of Proxy before 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting, for it to count.

If you have any questions or need help voting you are encouraged to contact our strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

On behalf of the Board, I would like to express our gratitude for your support. The Arrangement will create significant and immediate value for Shareholders, strengthen our competitive position by leveraging Brookfield's significant presence in the utility, home building and multi-residential sectors across Canada and the U.S, and provide expanded opportunities for our employees. We look forward to receiving your support at the Meeting.

Yours very truly,

(signed) Jim Pantelidis
Jim Pantelidis
Chairman of the Board
Enercare Inc.

ENERCARE INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that, pursuant to an order (the "**Interim Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated August 21, 2018, a special meeting (the "**Meeting**") of holders (the "**Shareholders**") of common shares (the "**Common Shares**") of Enercare Inc. (the "**Company**") will be held at 9:00 a.m. (Toronto time) on September 24, 2018 at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, Ontario, for the following purposes:

1. to consider, pursuant to the Interim Order, and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix A to the accompanying management information circular of the Company (the "**Circular**"), approving a statutory plan of arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**"), all as more particularly described in the Circular, which resolution, to be effective, must be passed by an affirmative vote of (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions; and

2. to transact such other business, including amendments to the foregoing, as may properly be brought before the Meeting or any adjournment or postponement thereof.

The full text of the arrangement agreement dated August 1, 2018 (the "**Arrangement Agreement**") entered into by the Company and Cardinal Acquisitions Inc. is attached as Appendix D to the Circular. This Notice of Special Meeting of Shareholders is accompanied by the Circular and forms of proxy and the Circular contains additional information relating to matters to be dealt with at the Meeting.

The Company has set the close of business (Toronto time) on August 21, 2018 for the Shareholders as the record date (the "**Record Date**") for determining Shareholders who are entitled to receive notice of and vote at the Meeting. Only Shareholders whose names have been entered in the applicable register of Shareholders at the close of business on the Record Date are entitled to receive notice of, attend and vote at the Meeting, and any adjournment or postponement of the Meeting.

Pursuant to the Interim Order, Registered Shareholders have a right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Common Shares in accordance with the provisions of section 190 of the CBCA, as modified by the Interim Order and the plan of arrangement ("**Plan of Arrangement**"). A Registered Shareholder wishing to exercise rights of dissent with respect to the Arrangement must send to the Company a written objection to the Arrangement Resolution, which written objection must be received by the Company, at 7400 Birchmount Road, Markham, ON, L3R 5V4, Attention: John Toffoletto, with a copy to the Company's counsel, Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, 40th Floor, Toronto, ON, M5V 3J7, Attention: Brett Seifred, not later than 9:00 a.m. (Toronto time) on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting, and must otherwise strictly comply with the dissent procedures prescribed by the CBCA, as modified by the Interim Order and the Plan of Arrangement. A Shareholder's right to dissent is more particularly described in the Circular. A copy of the Interim Order and the text of section 190 of the CBCA are set forth in Appendix B and Appendix G, respectively, to the Circular.

Failure to strictly comply with the requirements set forth in section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, may result in the loss of any right of dissent. Beneficial Shareholders whose Common Shares are registered in the name of a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary who wish to dissent should be aware that only Registered

Shareholders are entitled to dissent. A Dissenting Holder may only dissent with respect to all Common Shares held on behalf of any one Beneficial Shareholder and registered in the name of such Dissenting Holder. Accordingly, a Beneficial Shareholder desiring to exercise the right of dissent must make arrangements for the Common Shares beneficially owned by such Shareholder to be registered in the Shareholder's name prior to the time the written objection to the Arrangement Resolution is required to be received by the Company or, alternatively, make arrangements for the registered holder of such Common Shares to dissent on the Shareholder's behalf. It is strongly suggested that any Shareholder wishing to dissent seek independent legal advice, as the failure to comply with the provisions of section 190 of the CBCA, as modified by the Interim Order and Plan of Arrangement, may prejudice such Shareholder's right to dissent.

Shareholders may attend the Meeting in person or may be represented by proxy. Both Registered Shareholders who are unable to attend the Meeting and Registered Shareholders planning to attend the Meeting are encouraged to complete, sign, date, and return the accompanying form of proxy so that such Shareholder's Common Shares can be voted at the Meeting (or at any adjournments or postponements thereof) in accordance with such Shareholder's instructions.

Shareholders are requested to complete and submit the accompanying: (a) Form of Proxy to Computershare Investor Services Inc., Attention: Proxy Department, no later than 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting (or otherwise in accordance with the instructions printed on the Form of Proxy); or (b) Voting Instruction Form in accordance with the instructions printed on the Voting Instruction Form, as applicable. The deadline for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

In order for Registered Shareholders to receive the cash and/or unit consideration that they are entitled to upon the completion of the Arrangement, such Registered Shareholders must complete and sign the accompanying Letter of Transmittal and Election Form and return such Letter of Transmittal and Election Form, together with their share certificate(s) and any other required documents and instruments to the depositary named in the Letter of Transmittal and Election Form, in accordance with the procedures set out in the Letter of Transmittal and Election Form.

Beneficial Shareholders as at the Record Date wishing to vote their Common Shares at the Meeting must provide instructions to the broker, investment dealer, bank, trust company, custodian, nominee or other intermediary through which they hold their Common Shares in sufficient time prior to the holding of the Meeting. Beneficial Shareholders as at the Record Date should carefully follow the instructions of their intermediary to ensure that their Common Shares are voted at the Meeting in accordance with such Shareholder's instructions, to arrange for their intermediary to complete the necessary transmittal documents and to ensure that they receive payment for their Common Shares if the Arrangement is completed.

Shareholders that have any questions or need additional information with respect to the voting of their Common Shares should contact our strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

DATED at Toronto, Ontario, this 22nd day of August, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) John Toffoletto
John Toffoletto
Senior Vice President, Chief Legal Officer and
Corporate Secretary
Enercare Inc.

TABLE OF CONTENTS

MANAGEMENT INFORMATION CIRCULAR

Introduction

This Management Information Circular ("Circular") is furnished in connection with the solicitation of proxies by and on behalf of the management of Enercare Inc. ("Enercare" or the "Company") for use at the Meeting and any adjournment or postponement thereof. No Person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized and should not be relied upon in making a decision as to how to vote on the Arrangement.

These Meeting materials are being sent to both Registered Shareholders and Beneficial Shareholders. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding such Common Shares on your behalf.

If you hold Common Shares through an Intermediary, you should contact your Intermediary for instructions and assistance in voting, electing between the Cash Consideration and Unit Consideration, and surrendering the Common Shares that you beneficially own.

Information Contained in this Circular

All summaries of, and references to, the Arrangement in this Circular are qualified in their entirety by reference to the complete text of the Arrangement Agreement and the Plan of Arrangement, which are attached as Appendix D and Appendix E, respectively, to this Circular. **You are urged to carefully read and consider the full text of the Arrangement Agreement and the Plan of Arrangement.**

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under "*Glossary of Terms*". Information contained in this Circular is given as at August 22, 2018, unless otherwise specifically stated.

This Circular does not constitute an offer to sell, or a solicitation of an offer to purchase securities in connection with the Arrangement, or the solicitation of a proxy, in any jurisdiction, to or from any Person to whom it is unlawful to make such offer, solicitation of an offer or proxy solicitation in such jurisdiction. The delivery of this Circular does not, under any circumstances, imply or represent that there has been no change in the information set forth herein since the date of this Circular.

Shareholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own professional advisors in considering the relevant legal, tax, financial or other matters contained in this Circular.

THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

Information Concerning the Sponsor and the Purchaser

The information concerning the Purchaser, the Sponsor and their affiliates contained in this Circular has been provided by the Sponsor for inclusion in this Circular. Although the Company has no knowledge that any statements contained herein taken from or based on such information provided by the Sponsor are untrue or incomplete, the Company assumes no responsibility for the accuracy of such information, or for any failure by the Purchaser, the Sponsor, any of their affiliates or any of their respective representatives to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to the

Company. In accordance with the Arrangement Agreement, the Sponsor provided the Company with all necessary information concerning the Sponsor and the Purchaser that is required by Law to be included in this Circular.

Certain entities of the Sponsor are incorporated under the Laws of a foreign jurisdiction and some of the directors and senior officers of certain entities of the Sponsor reside outside of Canada. Some, all or substantially all of the assets of these Persons may be located outside Canada. It may not be possible for Shareholders to effect service of process within Canada upon certain entities of the Sponsor or any of the directors and senior officers referred to above. Shareholders are advised that it may not be possible to enforce judgments obtained in Canada against any Person that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada.

Information for U.S. Shareholders

The Company is a corporation existing under the CBCA. The solicitation of proxies and the transactions contemplated in this Circular are not subject to the proxy rules under the U.S. Exchange Act, and therefore this solicitation is not being effected in accordance with U.S. Securities Laws. Accordingly, the solicitation and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and Securities Laws, and this Circular has been prepared in accordance with disclosure requirements applicable in Canada. Shareholders in the United States should be aware that disclosure requirements under Canadian Securities Laws are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. Shareholders in the United States should also be aware that other requirements under Canadian Laws may differ from those required under United States corporate and securities laws.

The enforcement by Shareholders of rights, claims and civil liabilities under U.S. Securities Laws may be affected adversely by the fact that the Company is organized under the laws of a jurisdiction other than the United States, that certain of its officers and directors are residents of countries other than the United States, that certain experts named in this Circular are residents of countries other than the United States and that all or substantial portions of the assets of the Company and such other Persons are, or will be, located outside the United States. You may not be able to sue a Canadian company or its officers or directors in a Canadian court for violations of U.S. Securities Laws. In addition, the courts of Canada may not enforce judgments of United States courts obtained in actions against such Persons predicated upon civil liabilities under the U.S. Securities Laws and all rules, regulations and orders promulgated thereunder.

This Arrangement has not been approved or disapproved by the United States Securities and Exchange Commission or any other securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or the merits of this transaction or upon the accuracy or adequacy of the information contained in this Circular.

Shareholders in the United States should be aware that the disposition of their Common Shares by them as described herein may have tax consequences both in the United States and in Canada. Such consequences for Shareholders may not be described fully herein. For a general discussion of certain Canadian federal income tax considerations, see "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations*". For a general discussion of certain United States federal income tax considerations, see "*Tax Considerations to Shareholders – Certain United States Federal Income Tax Considerations*".

Shareholders in the United States should be aware that the financial statements and financial information of the Company, BIP and Exchange LP are prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and are subject to Canadian auditing and auditor independence standards, each of which differ in certain material respects from United States generally accepted accounting principles and auditing and auditor independence standards and thus may not be comparable in all respects to financial statements and information of United States companies.

Forward-Looking Statements

This Circular contains forward-looking statements and forward-looking information within the meaning of applicable Canadian Securities Laws and which are based on the currently available competitive, financial and

economic data and operating plans of management of the Company as of the date hereof unless otherwise stated. Forward-looking statements are provided for the purpose of presenting information about management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. The use of any of the words "expect", "anticipate", "continue", "estimate", "objective", "ongoing", "may", "might", "will", "would" "project", "could", "should", "believe", "plans", "intends" or the negative of such terms and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the anticipated benefits of the Arrangement to the Parties and their respective securityholders; the timing and anticipated receipt of required regulatory, Court and Shareholder approvals for the Arrangement; and the ability of the Company and the Purchaser to satisfy the other conditions to, and to complete, the Arrangement.

In respect of the forward-looking statements and information concerning the anticipated benefits of the Arrangement and the anticipated timing for completion of the Arrangement, the Company has provided such in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to the ability of the Parties to receive, in a timely manner and on satisfactory terms, the necessary regulatory, Court, Shareholder and other third party approvals, including but not limited to the receipt of applicable Competition Act approval required in Canada and the required approvals from the U.S. Government; the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; and other expectations and assumptions concerning the Arrangement and the operations and capital expenditure plans for the Company following completion of the Arrangement. The anticipated dates provided may change for a number of reasons, including unforeseen delays in preparing materials for the Meeting, the inability to secure the necessary regulatory, Court, Shareholder or other third party approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the Arrangement. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this Circular.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. Risks and uncertainties inherent in the nature of the Arrangement include the failure of the Company, the Purchaser and the Sponsor to obtain the necessary regulatory, Court, Shareholder and other third party approvals, including those noted above, or to otherwise satisfy the conditions to the completion of the Arrangement, in a timely manner, or at all. Failure to obtain such approvals, or the failure of the Parties to otherwise satisfy the conditions to or complete the Arrangement, may result in the Arrangement not being completed on the proposed terms, or at all. In addition, if the Arrangement is not completed, and the Company continues as an independent entity, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion of Arrangement could have an impact on the Company's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners) and could have a material adverse effect on the current and future operations, financial condition and prospects of the Company. Furthermore, the failure of the Company to comply with the terms of the Arrangement Agreement may, in certain circumstances, result in the Company being required to pay the Termination Amount to the Purchaser, the result of which could have a material adverse effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations.

Shareholders are cautioned that the foregoing list of factors is not exhaustive. Additional information on other factors that could affect the operations or financial results of the parties are included in reports filed by the Company with the securities commissions or similar authorities in Canada (which are available under the Company's SEDAR profile at www.sedar.com).

The forward-looking statements and information contained in this Circular are made as of the date hereof and the Company undertakes no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless required by applicable Canadian Securities Laws and readers should also carefully consider the matters discussed under "*Risk Factors*".

Currency

Unless otherwise stated, all references in this Circular to sums of money are expressed in, and all payments provided for herein shall be made in, Canadian dollars, identified by the "$" sign or by "Cdn$". References to "US$" refer to United States dollars.

On August 21, 2018, the daily exchange rate reported by the Bank of Canada for conversion of U.S. dollars into Canadian dollars was US$1.00 = $1.3036 and for Canadian dollars into U.S. dollars was $1.00 = US$0.7671 Shareholders in the United States are urged to obtain a current market quotation for the U.S. dollar/Canadian dollar exchange rate. See also "*The Arrangement – Currency Election*".

Reference to Financial Information and Additional Information

Financial information provided in the Company's annual financial statements and MD&A for the year ended December 31, 2017 is available on SEDAR at www.sedar.com. You can obtain additional documents related to the Company without charge on SEDAR at www.sedar.com or by visiting the Company's website at www.enercare.ca.

Q & A ON THE ARRANGEMENT, VOTING RIGHTS AND SOLICITATION OF PROXIES

What is this document?

This document is a management information circular that is being sent in advance of the Meeting of the Company's Shareholders. This Circular provides information regarding the business to be conducted at the Meeting, the Company and the Purchaser. For ease of reference, a glossary of capitalized terms used in this Circular can be found on page 23 of this Circular. References in this Circular to the Meeting include any adjournment or postponement that may occur. **A Form of Proxy or Voting Instruction Form, as applicable, accompanies this Circular.**

Why is the Meeting being held?

The Meeting is being held so that the Required Shareholder Approval can be obtained. It is a condition of the Arrangement that the Required Shareholder Approval be obtained at the Meeting.

What will I receive in the Arrangement?

If the Arrangement is completed, you will be entitled to receive $29.00 in cash for each outstanding Common Share that you own, which represents a premium of 64% to the closing price of the Common Shares since the establishment of the Special Committee, and a premium of approximately 53% to the closing price of the Common Shares on July 31, 2018, the last trading day prior to the announcement of the Arrangement. If you are a Shareholder resident in Canada that is not exempt from tax under the Tax Act, you may elect to receive $29.00 in cash or 0.5509 of an Exchangeable LP Unit for each Common Share, subject to proration based on the Maximum Unit Consideration. In the event of proration, the portion of the Consideration to which you are entitled that exceeds your prorated share of the Maximum Unit Consideration will be paid in cash. In any case, the Consideration will be reduced by any applicable taxes required to be withheld with respect to such payment.

An Electing Canadian Shareholder can elect for a portion of the amount payable under the Arrangement as Cash Consideration and a portion as Unit Consideration.

What is the Arrangement?

The Arrangement involves, among other things, the acquisition of all of the issued and outstanding Common Shares by the Purchaser, a wholly-owned subsidiary of, and controlled directly or indirectly by, the Sponsor, together with Exchange LP, a newly formed Ontario limited partnership, pursuant to which each Shareholder will be entitled to receive the Consideration in respect of the Common Shares held by such Shareholder. The Arrangement is being carried out pursuant to the terms of the Arrangement Agreement and will be completed by way of a court-approved Plan of Arrangement pursuant to section 192 of the CBCA. As a result of the Arrangement, the Company will become a subsidiary of the Purchaser.

Why should I support the Arrangement?

The Special Committee and the Board reviewed and considered a significant amount of information and considered a number of factors relating to the Arrangement with the benefit of advice from Enercare's senior management, National Bank Financial Markets, and its legal advisor, Davies Ward Phillips & Vineberg LLP. The following is a summary of the principal reasons, among others, for the unanimous recommendation of the Special Committee and the Board that Shareholders vote "FOR" the Arrangement Resolution:

- *Extensive Sale Process*. The Arrangement is the result of an extensive Sale Process conducted under the supervision of the Special Committee and the Board, which received advice from the Financial Advisor and Davies during the course of the process. The price of $29.00 in cash per Common Share, plus the alternate option for Canadian Shareholders to elect to receive the Unit Consideration, is the best offer available to the Shareholders pursuant to the Sale Process;

- *Superior Alternative*. The Special Committee concluded that the value of the Consideration offered to Shareholders under the Arrangement is more favourable than the value that might have been realized by pursuing the Company's current business plan, as well as any alternatives to the sale of the Company, given the Special Committee's assessment of the current and anticipated future opportunities and risks associated with the business, operations, assets, financial condition and prospects of the Company should it continue as a stand-alone entity;

- *Significant Premium*. The value of the Cash Consideration offered to Shareholders under the Arrangement represents a premium of approximately 64% to the closing price of the Common Shares since the establishment of the Special Committee, and a premium of approximately 53% to the closing price of the Common Shares on July 31, 2018, the last trading day prior to the announcement of the Arrangement; and

- *Cash Consideration*. For Shareholders (other than Electing Canadian Shareholders), the Consideration to be paid pursuant to the Arrangement will be entirely in cash, which provides immediate liquidity and certainty of value at a significant premium, as described above.

What does the Board think of the Arrangement?

The Board has unanimously determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered to Shareholders is fair, from a financial point of view, to the Shareholders, and has unanimously approved the Arrangement and unanimously recommends that you vote **FOR** the Arrangement Resolution.

How do the directors and officers of the Company intend to vote?

Each of the directors and Executive Officers and a former director and officer of the Company has entered into a Support and Voting Agreement with the Purchaser, pursuant to which, among other things, they have agreed to vote their Common Shares in favour of the Arrangement Resolution.

Who is eligible to vote?

Shareholders at the close of business (Toronto time) on the Record Date of August 21, 2018 or their duly appointed proxyholder are eligible to vote.

What if I acquire ownership of Common Shares after the Record Date?

Only Persons on the list of Registered Shareholders prepared by the Company as of the Record Date of August 21, 2018 are entitled to vote at the Meeting.

Who is soliciting my proxy?

Proxies are being solicited in connection with this Circular by management of the Company. The solicitation will be made primarily by mail, but proxies may also be solicited personally by employees of the Company to whom no additional compensation will be paid. In addition, the Company has retained the services of Kingsdale Advisors as strategic shareholder advisor and proxy solicitation agent. If you have any questions or require more information with regard to voting your Common Shares please contact Kingsdale Advisors at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com. The total cost of solicitation will be borne by the Company. The Company will also reimburse banks, brokerage firms and other custodians, nominees and fiduciaries for any reasonable expenses incurred in sending proxy material to Beneficial Shareholders and Registered Shareholders and requesting authority to execute proxies. For more information, see the section of this Circular entitled "*Information Concerning the Meeting – Solicitation and Appointment of Proxies*".

Why is the Company proposing the Arrangement?

The Board is proposing the Arrangement because, following receipt of advice and assistance of the Financial Advisor and legal counsel, the Special Committee and the Board carefully evaluated the terms of the proposed Arrangement and unanimously: (i) determined that the Arrangement is in the best interests of the Company and that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders; and (ii) determined, based upon, among other things, the Fairness Opinion of the Financial Advisor, that the consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to the Shareholders. In reaching these determinations, the Special Committee and the Board considered, among other things, the extensive Sale Process undertaken, the significant premium offered by the Purchaser, potential benefits and risks of the Arrangement and also the elements of the Arrangement which provide protection to the Shareholders. For details regarding the process followed by, and reasons for the recommendation of, the Special Committee and the Board, see the section of this Circular entitled *"The Arrangement – Reasons for the Recommendations"*.

What Shareholder approvals are required for the Arrangement Resolution?

In order to become effective, the Arrangement Resolution must receive the Required Shareholder Approval, being an affirmative vote of (i) at least two-thirds (66 2/3%) of the votes cast by Shareholders present in person or by proxy at the Meeting and entitled to vote thereat; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Common Shares owned by Mr. John Macdonald, a former director and officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.

When does the Company expect the Arrangement to be effective?

As the Arrangement is conditional upon the receipt of a number of regulatory, Court and Shareholder approvals, the exact timing of completion of the Arrangement cannot be predicted. As required by the terms of the Arrangement Agreement, the Company is holding the Meeting as soon as reasonably practicable (and in any event on or before October 22, 2018) in order to obtain Shareholder approval of the Arrangement Resolution. As of the date of this Circular, the Company anticipates that the Arrangement will be completed in the fourth quarter of 2018. However, it is not possible to state with certainty when or if the closing of the Arrangement will occur.

Has the Company received a fairness opinion in connection with the Arrangement?

The Company retained the Financial Advisor to provide an opinion to the Board as to the fairness, from a financial point of view, of the consideration to be received by the Shareholders in connection with the Arrangement. The Financial Advisor has provided an opinion to the effect that, as of July 31, 2018, subject to the scope of review, assumptions, limitations and qualifications set forth in each such opinion, the consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders. The full text of the Fairness Opinion can be found at Appendix F to this Circular. See the section of the Circular entitled *"The Arrangement — Fairness Opinion"*.

What other conditions must be satisfied to complete the Arrangement?

In addition to Shareholder approval of the Arrangement Resolution, the Arrangement is conditional upon obtaining certain regulatory and Court approvals as well as the satisfaction of certain other closing conditions. See the sections of this Circular entitled *"The Arrangement Agreement — Conditions to Closing"* and *"The Arrangement — Regulatory Matters"*.

How will the Arrangement affect my ownership and voting rights as a Shareholder?

Following the completion of the Arrangement, Shareholders will not have any interest in the Company or its securities, assets, revenues or profits.

What happens if the Arrangement is not completed?

If the Arrangement is not completed, Shareholders will not receive any payment for their Common Shares in connection with the Arrangement. Failure to complete the Arrangement could have a material negative effect on the trading price of the Common Shares. If the Arrangement is not completed, the Company will remain a public company, the Common Shares will continue to be listed and traded on the TSX, and Shareholders will continue to be subject to the same or similar risks and uncertainties currently facing the Company and disclosed in the Company's Annual Information Form for the year ended December 31, 2017 and MD&A for the period ended June 30, 2018. See *"Risk Factors"*.

Are there risks I should consider in connection with the Arrangement?

Yes. A number of risk factors that you should consider in connection with the Arrangement, as identified by the Special Committee and the Board, are described in the section of this Circular entitled *"Risk Factors"*. These risks include the following:

- *Risks to the Business of Non-Completion*. There are risks to the Company if the Arrangement is not completed, including the costs incurred in proceeding towards completion of the Arrangement and the diversion of management's attention away from the conduct of the Company's business in the ordinary course and the potential impact on the Company's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners);

- *No Continuing Interest of Shareholders*. The fact that, following the Arrangement, the Company will no longer exist as an independent public company, the Common Shares will be de-listed from the TSX and Shareholders will forego any future increases in value that might result from future growth and potential achievement of the Company's long-term strategic plans;

- *Risks of Non-Completion*. The conditions to the obligation of the Purchaser to complete the Arrangement and the right of the Purchaser to terminate the Arrangement Agreement under limited circumstances. See "The Arrangement Agreement - Conditions to Closing";

- *Non-Solicitation and Termination Amount*. The limitations contained in the Arrangement Agreement on the Company's ability to solicit additional interest from third parties, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Company must pay the Termination Amount; and

- *Risks related to Exchangeable LP Units / BIP Units*. Because the exchange ratio is fixed, a depression of the market price for BIP Units leading up to the Effective Date could result in an Electing Canadian Shareholder receiving less value for its Common Shares than anticipated at the time of the Arrangement.

How do I vote?

You can provide your voting instructions by completing the Form of Proxy or Voting Instruction Form accompanying this Circular. In order to be effective, a Form of Proxy must be received by Computershare Investor Services Inc. (Attention: Proxy Department) no later than 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjourned or postponed Meeting. Only Registered Shareholders, or the Persons they appoint as proxies, are permitted to vote at the Meeting without taking any further action. If your Common Shares are held in an account with a bank, trust company, securities broker, trustee or other financial institution as your nominee, as required by Canadian Securities Law, you will have received from your nominee a Voting Instruction Form for the number of Common Shares you hold unless you have instructed the nominee otherwise. The purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the Common Shares they beneficially own. Each nominee has its own signing and return instructions, which you should carefully follow to ensure your Common Shares will be voted. The deadline for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

As a Registered Shareholder, you can vote your Common Shares in the following ways:

Internet	Go to www.investorvote.com. Enter the 15-digit control number printed on the Form of Proxy and follow the instructions on screen.
Phone	Call 1-866-732-8683 (toll-free in North America). You will need to enter your 15-digit control number printed on the front of your Form of Proxy. Follow the interactive voice recording instructions to submit your vote.
Mail	Enter voting instructions, sign the Form of Proxy and send your completed Form of Proxy to: Computershare Investor Services Inc. Attention: Proxy Department 100 University Avenue, 8th Floor Toronto, ON, M5J 2Y1.
In Person	Attend the Meeting and register with the Transfer Agent upon your arrival.
Questions?	Contact Kingsdale Advisors by telephone at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

As a Shareholder that is a Canadian Non-Objecting Beneficial Owner (CDN NOBO) or Canadian Objecting Beneficial Owner (CDN OBO), you can vote your Common Shares in the following ways:

Internet	Go to www.proxyvote.com. Enter the 16-digit control number printed on the front of your Voting Instruction Form and follow the instructions on screen.
Phone	Call 1-800-474-7493 (English) or 1-800-474-7501 (French). You will need to enter your 16-digit control number printed on the front of your Voting Instruction Form. Follow the interactive voice recording instructions to submit your vote.
In Person	Attend the Meeting and register with the Transfer Agent upon your arrival. If you wish to vote your Common Shares in person at the Meeting, you must enter your own name in the blank space on the Voting Instruction Form under the heading "Appointment of Proxyholder" and return the form in advance of the Meeting according to the instructions printed on the form. See "*Information Concerning the Meeting – Advice to Beneficial Shareholders*"
Questions?	Contact Kingsdale Advisors by telephone at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

As a Shareholder that is a U.S. Beneficial Owner (US Non-Objecting Beneficial Owners (US NOBO) or U.S. Objecting Beneficial Owner (US OBO)), you can vote your Common Shares in the following ways:

Internet	Go to www.proxyvote.com. Enter the control number printed on the front of your Voting Instruction Form and follow the instructions on screen.
Phone	Call 1-800-454-8683. You will need to enter the control number printed on the front of your Voting Instruction Form. Follow the interactive voice recording instructions to submit your vote.

In Person	Attend the Meeting and register with the Transfer Agent upon your arrival. If you wish to vote your Common Shares in person at the Meeting, you must enter your own name in the blank space on the Voting Instruction Form under the heading "Appointment of Proxyholder" and return the form in advance of the Meeting according to the instructions printed on the form. See "*Information Concerning the Meeting – Advice to Beneficial Shareholders*"
Questions?	Contact Kingsdale Advisors by telephone at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

The Person named as proxyholder in the Form of Proxy or Voting Instruction Form accompanying this Circular must vote your Common Shares according to your instructions on the form and on any ballot that may be called at the Meeting. Signing the Form of Proxy or Voting Instruction Form (and not writing in the name of another proxyholder on the form) gives authority to the Named Proxyholders, each of whom is an officer and/or a director of the Company, to act as proxyholder and vote your Common Shares in accordance with your voting instructions. If the instructions in a proxy given to the Company's management are specified, the Common Shares represented by such proxy will be voted for or against the Arrangement Resolution in accordance with your instructions on any poll that may be called for. **In the absence of any voting instructions from you on the form, your Common Shares will be voted FOR the Arrangement Resolution.**

You may appoint any Person (who does not need to be a Shareholder) to act as proxyholder and vote your Common Shares at the Meeting in accordance with your instructions by writing the name of that Person in the blank space provided on the Form of Proxy or Voting Instruction Form under the heading "Appointment of Proxyholder" and returning the form in advance of the Meeting in accordance with the instructions printed on the form. If you are not a Registered Shareholder and wish to vote your Common Shares in person at the Meeting, you must enter your own name in the blank space on the Voting Instruction Form under the heading *"Appointment of Proxyholder"* and return the form in advance of the Meeting according to the instructions printed on the form. **If you appoint a non-management proxyholder, please make sure they are aware and ensure they will attend the Meeting for your vote to count.**

Am I entitled to dissent rights?

Only Registered Shareholders as of the Record Date are entitled to exercise Dissent Rights in connection with the actions to be taken at the Meeting. See the section of the Circular entitled *"Dissenting Holder Rights"*.

How do I know if I am a Registered Shareholder or Beneficial Shareholder?

If your Common Shares are registered in your name and you have a share certificate, you are a Registered Shareholder. If you hold your Common Shares in an account with a bank, trust company, securities broker, trustee or other financial institution, you are likely a Beneficial Shareholder. The Company uses an electronic book-based registration system through which the majority of Common Shares are held. Under this system, CDS, as nominee for CDS Clearing and Depository Services Inc., or DTC acts as a clearing agent for its participants, which include banks, trust companies, securities dealers or brokers and trustees of or administrators of self-administered registered retirement savings plans, registered retirement income funds, registered educational savings plans and similar plans.

As a Beneficial Shareholder, your Common Shares can only be voted (for or against resolutions) by CDS or DTC (the Registered Shareholder) in accordance with your instructions. Accordingly, in addition to the Notice of Special Meeting of Shareholders accompanying this Circular, you will also receive (depending on the particular CDS Participant or DTC Participant through which you hold your Common Shares) a Voting Instruction Form, which you must complete and return in accordance with the instructions printed on the form.

It is important that you complete and return your Voting Instruction Form in advance of the Meeting in accordance with the instructions printed on the form in order to ensure that your Common Shares are properly voted at the Meeting.

What constitutes a quorum at the Meeting?

For the Meeting, quorum in respect of Shareholders shall be at least two (2) Persons present, who are, or who represent by proxy, Shareholders holding not less than 25% of the total number of outstanding Common Shares entitled to vote at the Meeting.

What happens if I sign the enclosed Form of Proxy or Voting Instruction Form?

Signing the enclosed Form of Proxy or Voting Instruction Form gives authority to the Named Proxyholders to vote your Common Shares at the Meeting in accordance with your instructions. **A Shareholder who wishes to appoint another Person (who need not be a Shareholder) to represent the Shareholder at the Meeting may insert the Person's name in the blank space provided in either the Form of Proxy or Voting Instruction Form. If you appoint someone other than a Named Proxyholder, please make sure they are aware and ensure they will attend the Meeting for your vote to count.**

What do I do with my completed Form of Proxy or Voting Instruction Form?

A completed Form of Proxy must be deposited at the office indicated on the enclosed envelope no later than 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjourned or postponed Meeting. A completed Voting Instruction Form should be deposited in accordance with the instructions printed on the form. The deadline for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

If I change my mind, can I take back my proxy once I have given it?

To revoke voting instructions, a Beneficial Shareholder should follow the procedures provided by the CDS Participant or DTC Participant through which the Beneficial Shareholder holds Common Shares.

In addition to revocation in any other manner permitted by law, a Registered Shareholder may revoke a proxy by depositing an instrument in writing executed by the Registered Shareholder or the Registered Shareholder's attorney authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney of the corporation, with Computershare Investor Services Inc., (Attention: Proxy Department), at any time up to and including 9:00 a.m. (Toronto time) on September 20, 2018 or, if the Meeting is adjourned, 48 hours (excluding Saturdays, Sundays and holidays) before any reconvened meeting, or with the Chair of the Meeting prior to the commencement of the Meeting on September 24, 2018 or any postponement or adjournment thereof.

How will my Common Shares be voted if I give my proxy?

If you appoint the Named Proxyholders as your proxyholders, the Common Shares represented by the Form of Proxy or Voting Instruction Form will be voted for or against the Arrangement Resolution, in accordance with your instructions as indicated on the form and on any ballot that may be called for. **In the absence of instructions from you on the form, such Common Shares will be voted <u>FOR</u> the Arrangement Resolution.**

As a Registered Shareholder what do I have to do to receive the Consideration?

In order for Registered Shareholders to receive the Consideration, they must complete and sign the accompanying Letter of Transmittal and Election Form and return it, together with their share certificate(s) representing the Common Shares and any other required documents and instruments to the Depositary named in the Letter of Transmittal and Election Form, in accordance with the procedures set out in the Letter of Transmittal and Election Form.

As a Beneficial Shareholder how do I receive my Consideration?

A Beneficial Shareholder holding Common Shares through an Intermediary should contact that Intermediary for instructions and assistance with electing between the Cash Consideration and Unit Consideration and depositing its Common Shares, and carefully follow any instructions provided by such Intermediary.

What if amendments are made to these matters or other business is brought before the Meeting?

The accompanying Form of Proxy or Voting Instruction Form confers discretionary authority on the Named Proxyholders with respect to any amendments or variations to the matters identified in the Notice of Special Meeting of Shareholders or other matters that may properly come before the Meeting and the named Persons in your properly executed Form of Proxy or Voting Instruction Form will vote on such matters in accordance with their judgment. At the date of this Circular, management of the Company is not aware of any such amendments, variations or other matters which are to be presented for action at the Meeting.

How many Common Shares are entitled to vote?

The Company's issued and outstanding voting securities as at the applicable Record Date consist of 107,478,630 Common Shares. Each Shareholder will be entitled to one vote for each Common Share held.

Who are the principal Shareholders?

As at the date of this Circular, to the knowledge of management of the Company and the Board, no Person beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities. See *"Information Concerning the Meeting — Voting Shares and Principal Holders Thereof"*.

SUMMARY

The following is a summary of certain information contained in this Circular. This summary is not intended to be complete and is qualified in its entirety by the more detailed information contained elsewhere in this Circular and the attached Appendices, all of which are important and should be reviewed carefully. Capitalized terms used in this summary without definition have the meanings ascribed to them in the Glossary of Terms or elsewhere in this Circular.

The Parties

The Company

The Company is one of North America's largest home and commercial services and energy solutions companies with approximately 5,100 employees under its Enercare and Service Experts brands. The Company is a leading provider of water heaters, water treatment solutions, furnaces, air conditioners and other HVAC rental products, plumbing services, protection plans and related services. The Company has operations in Canada and the United States, and serves approximately 1.6 million customers annually. The Company is also the largest non-utility sub-meter provider, with electricity, water, thermal and gas metering contracts for condominium and apartment suites in Canada, and through its Triacta brand it is a premier designer and manufacturer of advanced sub-meters and sub-metering solutions.

The Common Shares are listed on the TSX under the symbol "ECI".

See *"Information Concerning the Company"*.

The Purchaser, Exchange LP and Brookfield Infrastructure Partners L.P.

The Purchaser is a corporation incorporated on July 30, 2018 under the CBCA and is a wholly-owned subsidiary of, and controlled directly or indirectly by, the Sponsor. The Purchaser was incorporated for the sole purpose of the Arrangement and has not carried on any active business since incorporation other than in connection with the Arrangement.

Exchange LP will be established prior to the Effective Date, as an Ontario limited partnership controlled directly or indirectly by BIP. Exchange LP will be established for the sole purpose of the Arrangement and will not have carried on any active business since formation other than in connection with the Arrangement.

BIP is a global infrastructure company that owns and operates high quality, long-life assets in the utilities, transport, energy and data infrastructure sectors across North and South America, Asia Pacific and Europe. BIP is focused on assets that generate stable cash flows and require minimal maintenance capital expenditures. The BIP Units are listed on the NYSE and TSX under the symbols "BIP" and "BIP.UN", respectively.

BIP is the flagship listed infrastructure company of Brookfield Asset Management Inc., a global alternative asset manager with approximately US$285 billion of assets under management.

See *"Information Concerning the Purchaser, Exchange LP and Brookfield Infrastructure Partners L.P."*.

The Arrangement

The Arrangement will be implemented by way of a court approved plan of arrangement under the CBCA pursuant to the terms of the Arrangement Agreement. The Arrangement Agreement provides for the implementation of the Plan of Arrangement pursuant to which, among other things, the following transactions will occur:

- Shareholders (other than Dissenting Holders) will be entitled to receive, for each Common Share held, Cash Consideration, without interest, or, in the case of a Shareholder resident in Canada who is not exempt from tax under the Tax Act and who has elected to receive Exchangeable LP Units, the Unit Consideration for each Common Share, subject to proration based on the Maximum Unit Consideration, with the balance of the

Consideration paid in cash. The Exchangeable LP Units will provide holders with economic terms that are substantially equivalent to BIP Units and will be exchangeable, on a one-for-one basis, for BIP Units;

- each Company DSU, Company PSU and COO PSU issued and outstanding immediately prior to the Effective Time (whether vested or unvested) will be transferred by the holders thereof to the Company, and each such Company DSU, Company PSU and COO PSU will be cancelled in exchange for a cash payment by the Company to the holder thereof equal to the Cash Consideration per Company DSU or COO PSU, and equal to the Cash Consideration multiplied by the applicable Performance Factor for each Company PSU, in each case less any applicable withholdings; and

- each Company Option issued and outstanding immediately prior to the Effective Time (whether vested or unvested), will be transferred by the holders thereof to the Company, and each such Company Option will be cancelled in exchange for the payment by the Company to the holder thereof of the Option Consideration, in each case less any applicable withholdings.

The Arrangement Resolution, the full text of which is set forth in Appendix A to this Circular, must be approved by (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101.

The Arrangement Agreement is attached to this Circular as Appendix D. The Company encourages Shareholders to read the Arrangement Agreement in its entirety as it is the agreement between the Company and the Purchaser that governs the Arrangement. See *"The Arrangement — The Arrangement Agreement"*.

The Plan of Arrangement is attached to this Circular as Appendix E. The Company also encourages Shareholders to read the Plan of Arrangement in its entirety. See *"The Arrangement — Arrangement Mechanics"*.

Description of Exchangeable LP Units

The Arrangement has been structured to provide Canadian Shareholders with an opportunity to obtain a full or partial deferral of capital gains for Canadian federal income tax purposes on the exchange of their Common Shares for Exchangeable LP Units as described in this Circular under "The Arrangement – Arrangement Mechanics". The Exchangeable LP Units will be issued by Exchange LP and will be exchangeable at any time on a one-for-one basis, at the option of the holder, for BIP Units, subject to their terms and applicable Law. An Exchangeable LP Unit will provide a holder thereof with economic terms that are substantially equivalent to those of a BIP Unit.

An Electing Canadian Shareholder that receives Exchangeable LP Units under the Arrangement will not be eligible to exchange its Exchangeable LP Units for BIP Units if such Electing Canadian Shareholder resides in the United States at the time of the proposed exchange.

For additional details and certain material terms of the Exchangeable LP Units see *Appendix H – Description of the Exchangeable LP Units*.

The Meeting

The Meeting will be held at 9:00 a.m. (Toronto time) on September 24, 2018 at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, Ontario, for the purpose set forth in the accompanying Notice of Special Meeting of Shareholders. Currently, the sole purpose of the Meeting is for Shareholders to consider and, if deemed advisable, approve the Arrangement Resolution. See *"Information Concerning the Meeting – Purpose of the Meeting"*.

The Shareholders entitled to vote at the Meeting are those holders of Common Shares as of the close of business (Toronto time) on August 21, 2018. See *"Information Concerning the Meeting — Voting Shares and Principal Holders Thereof"*.

Background to the Arrangement

The Arrangement Agreement is the result of an arm's length negotiation between the Company, the Special Committee and their financial and legal advisors, and the Purchaser and its financial and legal advisors. The background to the Arrangement, as well as the reasons of the Board for its recommendation in respect of the Arrangement, are set forth in this Circular. See *"The Arrangement — Background to the Arrangement"* and *"The Arrangement – Reasons for the Recommendations"*.

Recommendation of the Special Committee

The Special Committee, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement and the Arrangement Agreement, and after consulting with the Financial Advisor and Davies, including receiving the Fairness Opinion of the Financial Advisor, has unanimously determined: (i) that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders; (ii) to recommend that the Board approve the Arrangement and the entering into by the Company of the Arrangement Agreement; and (iii) to recommend that the Board recommend to Shareholders that they vote in favour of the Arrangement Resolution.

See *"The Arrangement — Recommendation of the Special Committee"*.

Recommendation of the Board of Directors

The Board, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement, and after consulting with its Financial Advisor and Davies, including having received the Fairness Opinion from the Financial Advisor and the unanimous recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.

Accordingly, the Board has unanimously approved the Arrangement and the entering into by the Company of the Arrangement Agreement and unanimously recommends that Shareholders vote **FOR** the Arrangement Resolution.

See *"The Arrangement — Recommendation of the Board"*.

Reasons for the Recommendations

In unanimously determining that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders and unanimously recommending to Shareholders that they approve the Arrangement, the Special Committee and the Board considered and relied upon a number of factors, including, among others, the following:

- *Extensive Sale Process*. The Arrangement is the result of an extensive Sale Process conducted under the supervision of the Special Committee and the Board, which received advice from the Financial Advisor and Davies during the course of the process. The price of $29.00 in cash per Common Share, plus the alternate option for Canadian Shareholders to elect to receive the Unit Consideration, is the best offer available to the Shareholders pursuant to the Sale Process.
- *Superior Alternative*. The Special Committee concluded that the value of the Consideration offered to Shareholders under the Arrangement is more favourable than the value that might have been realized by pursuing the Company's current business plan, as well as any alternatives to the sale of the Company, given the Special Committee's assessment of the current and anticipated future opportunities and risks associated with the business, operations, assets, financial condition and prospects of the Company should it continue as a stand-alone entity.

- *Significant Premium*. The value of the Cash Consideration offered to Shareholders under the Arrangement represents a premium of approximately 64% to the closing price of the Common Shares since the establishment of the Special Committee, and a premium of approximately 53% to the closing price of the Common Shares on July 31, 2018, the last trading day prior to the announcement of the Arrangement.
- *Cash Consideration*. For Shareholders (other than Electing Canadian Shareholders), the Consideration to be paid pursuant to the Arrangement will be entirely in cash, which provides immediate liquidity and certainty of value at a significant premium, as described above.
- *Equity Roll-over*. Canadian Shareholders have the option to elect for the Unit Consideration, up to the Maximum Unit Consideration, providing a capital gains tax-deferred roll-over option.
- *Fairness Opinion*. The Financial Advisor provided an opinion that, as of July 31, 2018, and subject to the scope of review, assumptions, limitations and qualifications set forth in its opinion, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.
- *Shareholder Approval Required*. The Arrangement must be approved by (i) at least two-thirds (66 2/3%) of the votes cast at the Meeting by the Shareholders present in person or represented by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Common Shares owned by Mr. John Macdonald, a former director and officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.
- *Key Regulatory Approvals*. The likelihood, after consultation with its legal and other advisors, that the conditions to complete the Arrangement will be satisfied, including the nature of the Key Regulatory Approvals required to be obtained under applicable Laws to consummate the Arrangement.
- *Determination of Fairness by the Court*. The Arrangement will only become effective if, after hearing from all interested Persons who choose to appear before it, the Court determines that the Arrangement is fair.
- *Dissent Rights*. Registered Shareholders will have been granted the right to dissent with respect to the Arrangement and be paid the fair value of their Common Shares.
- *Arrangement Agreement Terms*. The terms and conditions of the Arrangement Agreement are, in the judgment of the Board following consultations with its advisors, reasonable and were the result of extensive negotiations between the Company, the Purchaser and the Sponsor and their respective advisors.
- *Limited Conditions to Closing*. The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances and the completion of the Arrangement is not subject to any financing condition.
- *Ability to Accept a Superior Proposal*. Under the Arrangement Agreement the Board retains the ability to consider and respond to Superior Proposals prior to the Meeting on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the Termination Amount by the Company to the Purchaser if such a proposal is accepted. The Support and Voting Agreements terminate in the event that the Arrangement Agreement is terminated in accordance with its terms, permitting the Supporting Shareholders to support a transaction involving a Superior Proposal.
- *Termination Amount*. The Termination Amount of $111 million is payable by the Company to the Purchaser if the Arrangement is not completed under certain circumstances, and is otherwise appropriate in the circumstances as an inducement for the Purchaser to enter into the Arrangement Agreement. In the view of the Special Committee, the Termination Amount would not preclude a third party from potentially making a Superior Proposal.
- *Credibility of Guarantors*. The Guarantors' commitment, credit worthiness, committed financing and anticipated ability to complete the transactions contemplated by the Arrangement.

- *Guarantee by Guarantors*. The Purchaser's obligations under the Arrangement Agreement are unconditionally guaranteed by the Guarantors, jointly and severally.
- *Support of the Arrangement*. The support of the Arrangement by all of the Company's directors and Executive Officers and a former director and officer that have entered into Support and Voting Agreements.

The Special Committee and the Board also considered a variety of risks and other potentially negative aspects in its deliberations concerning the Arrangement, including:

- *Risks to the Business of Non-Completion*. There are risks to the Company if the Arrangement is not completed, including the costs incurred in proceeding towards completion of the Arrangement and the diversion of management's attention away from the conduct of the Company's business in the ordinary course and the potential impact on the Company's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners).
- *No Continuing Interest of Shareholders*. The fact that, following the Arrangement, the Company will no longer exist as an independent public company, the Common Shares will be de-listed from the TSX and Shareholders will forego any future increases in value that might result from future growth and potential achievement of the Company's long-term strategic plans.
- *Risks of Non-Completion*. The conditions to the obligation of the Purchaser to complete the Arrangement and the right of the Purchaser to terminate the Arrangement Agreement under limited circumstances. See *"The Arrangement Agreement – Conditions to Closing"*.
- *Non-Solicitation and Termination Amount*. The limitations contained in the Arrangement Agreement on the Company's ability to solicit additional interest from third parties, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Company must pay the Termination Amount.
- *Risks related to Exchangeable LP Units / BIP Units*. Because the exchange ratio is fixed, a depression of the market price for BIP Units leading up to the Effective Date could result in an Electing Canadian Shareholder receiving less value for its Common Shares than anticipated at the time the Arrangement Agreement was signed.

See *"The Arrangement — Reasons for the Recommendations"*.

Fairness Opinion

In deciding to approve the Arrangement, the Board considered, among other things, the Fairness Opinion of the Financial Advisor. The Board received an opinion from the Financial Advisor, that, as of July 31, 2018 and subject to the scope of review, assumptions, limitations and qualifications set forth in the opinion, the Consideration to be received by the Shareholders under the Arrangement is fair, from a financial point of view, to the Shareholders. This summary of the Fairness Opinion is qualified in its entirety by reference to the full text of the Fairness Opinion attached to this Circular as Appendix F. **The Company encourages Shareholders to read and consider the Fairness Opinion in its entirety**. See *"The Arrangement — Fairness Opinion"*.

The Financial Advisor provided the Fairness Opinion for the information and assistance of the Special Committee and the Board in connection with their consideration of the Arrangement. Such Fairness Opinion is not a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement or any other matter.

Support and Voting Agreements

Each of the directors and Executive Officers and a former director and officer of the Company, holding Common Shares representing in aggregate approximately 0.66% of the outstanding Common Shares, has entered into a Support and Voting Agreement with the Purchaser, pursuant to which, among other things, they have agreed to vote their Common Shares in favour of the Arrangement. See "*The Arrangement — Support and Voting Agreements*".

Procedure for the Arrangement to Become Effective

Procedural Steps

The Arrangement will be implemented by way of a court approved plan of arrangement under the CBCA pursuant to the terms of the Arrangement Agreement. The following procedural steps must be taken in order for the Arrangement to become effective:

(a) the Arrangement must be approved by the Shareholders in the manner set forth in the Interim Order;

(b) the Court must grant the Final Order approving the Arrangement;

(c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and

(d) the Final Order and Articles of Arrangement must be sent to the Director.

Shareholder Approval of the Arrangement

At the Meeting, Shareholders will be asked to approve the Arrangement Resolution. The Arrangement Resolution, the full text of which is set forth on Appendix A to this Circular, must be approved by (i) not less than two-thirds (66 2/3%) of the votes cast by Shareholders present in person or represented by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Common Shares owned by Mr. John Macdonald, a former director and officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.

See *"The Arrangement — Shareholder Approval of the Arrangement"*.

Court Approval

Implementation of the Arrangement requires the satisfaction of several conditions and the approval of the Court. Subject to the terms of the Arrangement Agreement and provided that the Arrangement Resolution receives the Required Shareholder Approval, the Company will make an application to the Court for the Final Order. The hearing in respect of the Final Order is scheduled to take place on or about October 1, 2018 at the Courthouse at 330 University Avenue, 8th Floor, Toronto, ON, or as soon thereafter as is reasonably practicable. On the application, the Court will consider the fairness of the Arrangement. See *"The Arrangement — Court Approval of the Arrangement and Completion of the Arrangement"*.

Conditions Precedent

The completion of the Arrangement is also subject to the receipt of the Key Regulatory Approvals, including Competition Act Approval and HSR Approval, which approvals are described in more detail under "*The Arrangement — Regulatory Matters*".

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by one or both of the Company and the Purchaser at or prior to the Effective Time. See "*The Arrangement — The Arrangement Agreement — Conditions to Closing*".

Effective Time

Unless otherwise agreed by the Company and the Purchaser, the Effective Date of the Arrangement will occur on the tenth Business Day after the date on which the Shareholder Approval, the required Court approval and Key Regulatory Approvals (comprised of Competition Act Approval and HSR Approval) have all been obtained and all other conditions to closing have been satisfied or waived other than the conditions relating to funding the consideration payable and any other conditions that by their nature cannot be satisfied until the Effective Date. Currently, it is anticipated that the Effective Date will occur in the fourth quarter of 2018, but it is not possible to

state with certainty when the Effective Date will occur. The Effective Date could be earlier than anticipated or could be delayed or may never occur for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or the failure to obtain the Key Regulatory Approvals in the time frames anticipated. See "*The Arrangement Agreement — Effective Date*".

Regulatory Matters

In addition to the Required Shareholder Approval and the approval of the Court, it is a condition to the implementation of the Arrangement that all of the Key Regulatory Approvals be obtained, those being Competition Act Approval and HSR Approval. See *"The Arrangement — Regulatory Matters"*.

Sources of Funds for the Arrangement

The Purchaser has represented and warranted to the Company that the Purchaser will have, at the Effective Time, sufficient funds available to satisfy the aggregate amount payable by the Purchaser pursuant to the Arrangement. See *"The Arrangement — Sources of Funds for the Arrangement*".

Guarantee

Under the Arrangement Agreement, the Guarantors have unconditionally and irrevocably guaranteed to the Company the due and punctual performance by the Purchaser of the Purchaser's obligations under the Arrangement Agreement, including providing the Depositary with sufficient funds to pay the aggregate amount payable to Shareholders pursuant to the Arrangement and all related or other fees and expenses for which the Purchaser is responsible under the terms of the Arrangement Agreement. See *"The Arrangement — Guarantee"*.

Arrangement Agreement

The following is a summary of certain terms of the Arrangement Agreement and is qualified in its entirety by the full text of the Arrangement Agreement, which is attached as Appendix D to this Circular, and to the more detailed summary contained elsewhere in this Circular. See *"The Arrangement — The Arrangement Agreement"* and Appendix D to this Circular for the entire text of the Arrangement Agreement.

Covenants, Representations and Warranties

The Arrangement Agreement contains usual and customary covenants and representations and warranties for an agreement of this type, which are summarized in the main body of this Circular. See *"The Arrangement Agreement — Covenants"* and *"The Arrangement Agreement — Representations and Warranties"*.

Conditions to the Arrangement

The obligations of the Company and the Purchaser to complete the Arrangement are subject to the satisfaction or waiver of certain conditions set out in the Arrangement Agreement which are summarized in the main body of this Circular. These conditions include, among others, the receipt of the Required Shareholder Approval, Court approval and Key Regulatory Approvals. See *"The Arrangement Agreement — Conditions to Closing"*.

Non-Solicitation Provisions

In the Arrangement Agreement, the Company has agreed to certain non-solicitation covenants in favour of the Purchaser which are summarized in the main body of this Circular. See *"The Arrangement Agreement — Covenants of the Company Regarding Non-Solicitation"*.

Termination of Arrangement Agreement

The Company and the Purchaser may mutually agree in writing to terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Effective Date. In addition, each of the Company and the Purchaser may terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Effective Date if certain specified events occur. See *"The Arrangement Agreement — Termination of the Arrangement Agreement"*.

Termination Amount

The Arrangement Agreement requires that the Company pay the Termination Amount of $111 million in certain circumstances, including if the Company enters into an agreement (other than a confidentiality and standstill agreement) with respect to a Superior Proposal or the Board withdraws or modifies its recommendation with respect to the Arrangement. See *"The Arrangement Agreement — Termination Amount"*.

Procedure for Exchange of Certificates by Shareholders

Enclosed with this Circular are Letter of Transmittal and Election Forms which, when properly completed and duly executed and returned together with the certificate(s) representing Common Shares and all other required documents, will enable each Registered Shareholder (other than Dissenting Holders) to obtain the Consideration that such Registered Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) representing the Common Shares for the Consideration under the Arrangement. A Registered Shareholder will not receive Consideration under the Arrangement until after the Arrangement is completed and the Registered Shareholder has returned its properly completed documents, including the applicable Letter of Transmittal and Election Form, and the certificate(s) representing the Common Shares to the Depositary.

Only Registered Shareholders are required to submit a Letter of Transmittal and Election Form. **A Beneficial Shareholder holding Common Shares through an Intermediary should contact that Intermediary for instructions and assistance in depositing their Common Shares and carefully follow any instructions provided by such Intermediary.**

From and after the Effective Time, all certificates or book-based holdings that represented Common Shares immediately prior to the Effective Time will cease to represent any rights with respect to Common Shares and will only represent the right to receive the Consideration or, in the case of Dissenting Holders, the right to receive fair value for their Common Shares.

Any such certificate, agreement or other instrument (as applicable) formerly representing Common Shares not duly surrendered on or before the fifth anniversary of the Effective Date shall cease to represent a claim by or interest of any holder thereof of any kind or nature against or in the Company or the Purchaser. On such date, all Consideration to which such former holder was entitled under the Plan of Arrangement shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

A cheque (for Cash Consideration) and certificate or written confirmation of book-based holdings (for Unit Consideration), as applicable, representing in the amount payable to the former Registered Shareholder who has complied with the procedures set forth above will, as soon as practicable after the Effective Date: (i) be forwarded to the holder at the address specified in the Letter of Transmittal and Election Form by first class mail; or (ii) be made available at the offices of the Depositary for pick-up by the holder as requested by the holder in the Letter of Transmittal and Election Form.

Any use of mail to transmit certificate(s) representing Common Shares and the Letter of Transmittal and Election Form is at each holder's risk and documents so mailed shall be deemed to have been received by the Company upon actual receipt by the Depositary. The Company recommends that such certificate(s) and other documents be delivered by hand to the Depositary and a receipt therefore be obtained or that registered mail be used (with proper acknowledgment) and appropriate insurance be obtained.

The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified by the Company against certain liabilities under applicable Securities Laws and expenses in connection therewith.

See *"The Arrangement — Arrangement Mechanics"* and *"The Arrangement — Procedure for Exchange of Certificates by Shareholders"*.

Currency Election

If you are a Registered Shareholder, other than an Electing Canadian Shareholder, you will receive the Consideration per Common Share in Canadian dollars unless you exercise the right to elect in your Letter of Transmittal and Election Form to receive the Consideration per Common Share in respect of your Common Shares in U.S. dollars. If you do not make an election in your Letter of Transmittal and Election Form, you will receive payment in Canadian dollars.

If you are a Beneficial Shareholder other than an Electing Canadian Shareholder, you will receive the Consideration per Common Share in Canadian dollars unless you contact the Intermediary in whose name your Common Shares are registered and request that the intermediary make an election on your behalf. If your Intermediary does not make an election on your behalf, you will receive payment in Canadian dollars.

An Electing Canadian Shareholder who elects for the Unit Consideration can elect to receive U.S. dollars in respect of any Cash Consideration they will be receiving by indicating so in their Letter of Transmittal and Election Form, or by requesting that the intermediary make such currency election on their behalf.

The exchange rate that will be used to convert payments from Canadian dollars into U.S. dollars will be the rate established by Computershare Trust Company of Canada, in its capacity as foreign exchange service provider to the Company, on the date the funds are converted, which rate will be based on the prevailing market rate on the date the funds are converted. The risk of any fluctuations in such rates, including risks relating to the particular date and time at which funds are converted, will be solely borne by the Shareholder. Computershare Trust Company of Canada will act as principal in such currency conversion transactions.

See *"The Arrangement — Currency Election"*.

Dissent Rights

The Interim Order expressly provides registered holders of Common Shares with the right to dissent with respect to the Arrangement Resolution. Each Dissenting Holder is entitled to be paid the fair value (determined as of the close of business on the day before the Arrangement Resolution is adopted at the Meeting) of all, but not less than all, of the holder's Common Shares, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

A Registered Shareholder may exercise rights of dissent under section 190 of the CBCA, as modified by the Plan of Arrangement and the Interim Order; provided that, notwithstanding section 190 of the CBCA, the written objection to the Arrangement Resolution must be received from Shareholders who wish to dissent by the Company, at 7400 Birchmount Road, Markham, ON, L3R 5V4, Attention: John Toffoletto, Senior Vice President, Chief Legal Officer and Corporate Secretary, with a copy to the Company's counsel, Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, 40th Floor, Toronto, ON, M5V 3J7, Attention: Brett Seifred, not later than 9:00 a.m. (Toronto time) on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting.

It is important that Registered Shareholders who wish to dissent comply strictly with the dissent procedures described in this Circular. See *"Dissenting Holder Rights"*.

Stock Exchange Listing

Common Shares

It is intended that the Common Shares will be de-listed from the TSX after the Effective Date.

The closing price per share of the Common Shares on July 31, 2018, the last full trading day on the TSX before the public announcement of the proposed Arrangement, was $18.91, and on August 21, 2018, the last full trading day on the TSX before the date of this Circular, the closing price per share of the Common Shares was $28.80.

Certain Income Tax Consequences of the Arrangement

Canada

This Circular contains a summary of certain Canadian federal income tax considerations generally applicable to certain Shareholders who dispose of Common Shares under the Arrangement. See the discussion under the section of this Circular entitled *"Tax Considerations to Shareholders — Certain Canadian Federal Income Tax Considerations"*.

United States

This Circular contains a summary of certain United States federal income tax considerations generally applicable to certain Shareholders who dispose of Common Shares under the Arrangement. See the discussion under the section of this Circular entitled *"Tax Considerations to Shareholders — Certain U.S. Federal Income Tax Considerations"*.

Interests of Certain Persons in the Arrangement

In considering the Arrangement and the recommendations of the Special Committee and the Board with respect to the Arrangement, Shareholders should be aware that certain directors and Executive Officers of the Company have certain interests that are, or may be, different from, or in addition to, the interests of other Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board is aware of these interests and considered them along with the other matters described in *"The Arrangement — Reasons for the Recommendations"*.

Risk Factors

There are risks associated with the completion of the Arrangement. Some of these risks include that the Arrangement Agreement may be terminated in certain circumstances, in which case the market price for Common Shares may be adversely affected and that the closing of the Arrangement is conditional on, among other things, the receipt of approvals from Governmental Entities that could delay completion of the Arrangement. See *"Risk Factors"*.

GLOSSARY OF TERMS

Unless the context otherwise requires, when used in this Circular the following terms shall have the meanings set forth below. Further, capitalized terms used herein that are not defined in this Circular have the meanings given to them in the Arrangement Agreement, a copy of which is attached hereto as Appendix D.

"**2016 PSU**" means a Company PSU in respect of the Performance Period commencing January 1, 2016;

"**2017 PSU**" means a Company PSU in respect of the Performance Period commencing January 1, 2017;

"**2018 PSU**" means a Company PSU in respect of the Performance Period commencing January 1, 2018;

"**Acquisition Proposal**" means, other than the transactions contemplated by the Arrangement Agreement and any transaction involving only the Company and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons other than the Purchaser or one or more of its affiliates relating to: (i) any direct or indirect sale, disposition or joint venture (or any lease, long term supply agreement, licence or other arrangement having the same economic effect as a sale), of assets of the Company or any of its Subsidiaries (including any voting or equity securities of any of the Company's Subsidiaries) representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings, of the Company and its Subsidiaries taken as whole (in each case based on the consolidated financial statements of the Company most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any such Person or group of Persons acting jointly or in concert with such Person within the meaning of Securities Laws, of Common Shares (including securities convertible into or exercisable or exchangeable for Common Shares) representing, when taken together with the Common Shares of the Company (including securities convertible into or exercisable or exchangeable for Common Shares) held by any such Person or group of Persons acting jointly or in concert with such Person, 20% or more of the Common Shares (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for Common Shares), in either case of (i) or (ii), whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other transaction involving the Company or any of its Subsidiaries, and whether in a single transaction or a series of related transactions;

"**affiliate**" has the meaning ascribed thereto in National Instrument 45-106 — *Prospectus Exemptions*;

"**Applicable Offeror**" means

(a) Exchange LP for any Electing Canadian Shareholder; and

(b) The Purchaser for any Shareholder not described in paragraph (a);

"**ARC**" means an advance ruling certificate pursuant to section 102 of the Competition Act;

"**Arrangement**" means an arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement made as of August 1, 2018 between the Purchaser and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Arrangement Resolution**" means the special resolution approving the Plan of Arrangement to be considered at the Meeting by Shareholders entitled to vote thereon pursuant to the Interim Order attached hereto as Appendix A;

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably;

"**associates**" has the meaning ascribed thereto under the Securities Act;

"**Beneficial Shareholders**" means Shareholders who hold their Common Shares through an Intermediary (e.g., bank, trust company, securities broker, or trustee) or who otherwise do not hold their Common Shares in their own name;

"**Bid Process**" means the process of granting interested parties access to the Company's confidential data and seeking the highest offer for the Company, with a view that should a sufficiently attractive proposal be received, the Company would engage in negotiations;

"**BIP**" means Brookfield Infrastructure Partners L.P.;

"**BIP Units**" means tradeable non-voting limited partnership units of BIP;

"**Board**" means the board of directors of the Company, as constituted from time to time;

"**Board Recommendation**" means the statement that the Board determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and the Consideration offered to the Shareholders is fair, from a financial point of view, and unanimously recommends that Shareholders vote in favour of the Arrangement Resolution;

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario;

"**Canadian Shareholder**" means a Shareholder who, for purposes of the Tax Act and, at all relevant times, is or is deemed to be resident in Canada and is not exempt from tax under the Tax Act or, in the case of a Shareholder that is a partnership, a Shareholder that is a "Canadian partnership" as defined in the Tax Act, where each partner is not exempt from tax under the Tax Act;

"**Cash Consideration**" means $29.00 in cash for each Common Share;

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

"**CDS**" means CDS & Co. and CDS Clearing and Depository Services Inc.;

"**CDS Participant**" means the participants for which CDS acts as a clearing agent, including banks, trust companies, securities dealers or brokers and trustees of or administrators of self-administered registered retirement savings plans, registered retirement income funds, registered educational savings plans and similar plans;

"**Change in Recommendation**" means a situation in which the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition Proposal's public announcement;

"**Circular**" means this Management Information Circular together with all appendices hereto to be mailed or otherwise distributed by the Company to the Shareholders or such other Shareholders of the Company as may be required pursuant to the Interim Order in connection with the Meeting;

"**Commissioner**" means the Commissioner of Competition appointed pursuant to subsection 7(1) of the Competition Act or his designee;

"**Common Shares**" means the common shares in the capital of the Company;

"**Company**" means Enercare Inc.;

"**Company Disclosure Letter**" means the disclosure letter dated August 1, 2018 executed and delivered by the Company to the Purchaser in connection with the execution of the Arrangement Agreement;

"**Company DSUs**" or "**DSUs**" means the deferred share units issued under the Company DSU Plan;

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of January 1, 2011, as amended and restated effective March 11, 2011, June 1, 2011, December 31, 2015, March 6, 2017, and subsequently on March 5, 2018;

"**Company Optionholders**" means the holders of Company Options;

"**Company Options**" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plans;

"**Company PSU Plan**" means the performance share unit plan established by the Company on January 1, 2011, as amended and restated on June 1, 2011 and subsequently amended and restated effective March 16, 2015;

"**Company PSUs**" means the outstanding performance share units issued pursuant to the Company PSU Plan, other than the COO PSUs;

"**Company Stock Option Plans**" means the Company 2011 Stock Option Plan and the Company 2014 Stock Option Plan;

"**Company 2011 Stock Option Plan**" means the share option plan established by the Company on January 1, 2011;

"**Company 2014 Stock Option Plan**" means the share option plan established by the Company on March 5, 2014;

"**Competition Act**" means the *Competition Act*, R.S.C. 1985, c.C-34, as amended;

"**Competition Act Approval**" means, with respect to the transactions contemplated by the Arrangement Agreement, (i) the issuance to the Purchaser of an ARC by the Commissioner under subsection 102(1) of the Competition Act to the effect that the Commissioner is satisfied that he would not have sufficient grounds upon which to apply to the Competition Tribunal for an order under section 92 of the Competition Act with respect to the transactions contemplated by the Arrangement Agreement; (ii) the waiting period, including any extension of such waiting period, under section 123 of the Competition Act shall have expired or been terminated; or (iii) the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act shall have been waived in accordance with paragraph 113(c) of the Competition Act and the Commissioner shall have issued a No Action Letter;

"**Competition Tribunal**" means the Competition Tribunal established by subsection 3(1) of the *Competition Tribunal Act*;

"**Confidentiality Agreement**" means the confidentiality agreement dated April 16, 2018 between Brookfield Infrastructure Group Inc. and the Company;

"**Consideration**" means the consideration to be received by the Shareholders pursuant to the Plan of Arrangement consisting of: (i) the Cash Consideration; or (ii) in the case of an Electing Canadian Shareholder, the Unit

Consideration, in each case without interest and subject to adjustment pursuant to Section 2.11 of the Arrangement Agreement;

"**Consortium**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*";

"**Contract**" means any legally binding agreement, commitment, engagement, contract, franchise, licence, lease, obligation or undertaking (written or oral) to which the Company or any of its Subsidiaries or, where specifically referred to, any Joint Venture, is a party or by which the Company or any of its Subsidiaries or, where specifically referred to, any Joint Venture, is bound or to which any of their respective properties or assets is subject;

"**COO PSUs**" means the outstanding performance share units granted to the Chief Operating Officer, Home Services of the Company under the Company PSU Plan in respect of the Performance Period commencing February 1, 2016 pursuant to a grant agreement dated February 24, 2016 between the Company and the Chief Operating Officer;

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable;

"**CRA**" means the Canada Revenue Agency;

"**Davies**" means Davies Ward Phillips & Vineberg LLP;

"**Demand for Payment**" means a written notice of a Dissenting Holder containing his, her or its name and address, the number of Dissenting Shares and a demand for payment of the fair value of such Common Shares, submitted to the Company;

"**Depositary**" means Computershare Trust Company of Canada, as depositary for the Common Shares in connection with the Arrangement;

"**Director**" means the Director appointed pursuant to section 260 of the CBCA;

"**Dissent Rights**" has the meaning ascribed thereto in the Plan of Arrangement set out in Appendix E hereto;

"**Dissenting Holder**" means a Registered Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder;

"**Dissenting Shares**" means Common Shares in respect of which a Dissenting Holder has validly exercised Dissent Rights;

"**Distribution Amount**" has the meaning set forth in Appendix H;

"**Dividend Reinvestment Plan**" means the dividend reinvestment plan established by the Company on November 15, 2016;

"**DTC**" means The Depository Trust Company;

"**DTC Participant**" means the participants for which DTC acts as a clearing agent including banks, trust companies, securities dealers or brokers and trustees of or administrators of self-administered registered retirement savings plans, registered retirement income funds, registered educational savings plans and similar plans;

"**Effective Date**" means the date upon which the Arrangement becomes effective, as set out in Section 2.8 of the Arrangement Agreement;

"**Effective Time**" means 12:01 a.m., Toronto time, on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"**Electing Canadian Shareholder**" means a Canadian Shareholder (other than a Dissenting Holder) that has timely and validly exercised its right to receive Unit Consideration in accordance with the Plan of Arrangement;

"**Election Deadline**" means 5:00 p.m. (Toronto Time) on the Business Day which is five (5) Business Days preceding the Meeting;

"**Employee Share Purchase Plan**" means the employee share purchase plan of the Company effective November 1, 2014, as amended and restated effective November 9, 2016;

"**Employment Agreement**" means the employment agreement the Company has entered into with Colleen Bailey Moffitt, Chief Human Resource Officer;

"**Equity Commitment Letter**" means the agreement dated August 1, 2018 in which the Guarantors agree to provide equity financing in favour of the Purchaser;

"**Exchange GP**" means an indirect newly formed Canadian resident subsidiary of BIP, which will be the general partner of Exchange LP;

"**Exchange LP**" means a newly formed Ontario limited partnership, controlled indirectly by BIP;

"**Exchange LPA**" means the limited partnership agreement governing Exchange LP that will provide for the rights and attributes set forth in Annex I to the Plan of Arrangement;

"**Exchange Right**" means a right of a holder of Exchangeable LP Units to receive one BIP Unit for each Exchangeable LP Unit held by causing Exchange LP to redeem the Exchangeable LP Units, in accordance with the terms and conditions of the Exchange LPA;

"**Exchangeable LP Units**" means class B limited partnership units of Exchange LP that will provide the holder with economic terms that are substantially equivalent to those of BIP Units and will provide for the Exchange Right;

"**Executive Officers**" means Brian Schmitt, Colleen Bailey Moffitt, Geoff Lowe, Irene Zaguskin, Jenine Krause, John Piercy, John Toffoletto and Scott Boose;

"**Fairness Opinion**" means the opinion of the Financial Advisor to the effect that, as at the date of such opinion, the Consideration to be received by the Shareholders under the Arrangement is fair, from a financial point of view, to such Shareholders;

"**Final Order**" means the final order of the Court pursuant to subsection 192(3) of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended (provided that any such amendment is acceptable to the Company and the Purchaser, each acting reasonably) on appeal;

"**Financial Advisor**" means National Bank Financial Markets;

"**Form of Proxy**" means the form of proxy sent to Shareholders for use in connection with the Arrangement;

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, authority or representative of any of the above; (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) any stock exchange;

"**Guarantee**" means a guarantee given by the Guarantors in favour of the Company with respect to certain obligations of the Purchaser under the Arrangement Agreement;

"**Guarantors**" means, collectively, Brookfield Infrastructure Fund III-A, L.P., Brookfield Infrastructure Fund III-A (CR), L.P., Brookfield Infrastructure Fund III-B, L.P., Brookfield Infrastructure Fund III-D, L.P., Brookfield Infrastructure Fund III-D (CR), L.P., and any other Person who becomes a guarantor pursuant to the Guarantee;

"**Holder**" has the meaning ascribed thereto in "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations*";

"**HSR Act**" means the United States *Hart-Scott-Rodino Antitrust Improvements Act* of 1976 as amended, and the rules and regulations promulgated thereunder;

"**HSR Approval**" means that all applicable waiting periods (including any extension thereof) and clearances pursuant to the HSR Act shall have unconditionally expired, been terminated or been obtained, as applicable;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Interim Order**" means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court (with the consent of the Company and the Purchaser, each acting reasonably);

"**Intermediary**" means, collectively, a broker, investment dealer, bank, trust company, nominee or other intermediary;

"**Joint Ventures**" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership, contractual or other legal form, in which the Company directly or indirectly holds voting shares, equity interests or other rights of participation but which is not a Subsidiary of the Company, and any Subsidiary of any such entity;

"**Key Regulatory Approvals**" means each of the Competition Act Approval and the HSR Approval;

"**Kingsdale Advisors**" means the Company's strategic shareholder advisor and proxy solicitation agent;

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise;

"**Letter of Transmittal and Election Form**" means the Letter of Transmittal and Election Form sent to Registered Shareholders for use in connection with the Arrangement;

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, lien (statutory or otherwise), or restriction or adverse right or claim, or other encumbrance of any kind;

"**Matching Period**" means at least five Business Days from the date on which the Purchaser received the Superior Proposal Notice and a copy of the definitive agreement for the Superior Proposal from the Company;

"**Matching Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan;

"**Material Adverse Effect**" means any change, event, occurrence, effect, state of facts, or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances,

is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or liabilities (contingent or otherwise) of the Company and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of fact or circumstance resulting from or arising in connection with:

(a) any change or development generally affecting the industries or segments in which the Company and its Subsidiaries operate or carry on their business;

(b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, securities or capital markets in Canada, the United States or in global financial or capital markets;

(c) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;

(d) any change in IFRS or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business;

(e) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster;

(f) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;

(g) any change in the market price or trading volume of any securities of the Company (provided, however, that the causes underlying such change may be considered to determine whether such change constitutes a Material Adverse Effect);

(h) the failure of the Company to meet any internal or published projections, forecasts, guidance or estimates of revenues, earnings or cash flow for any period ending on or after the date of the Arrangement Agreement (provided, however, that the causes underlying such failure may be considered to determine whether such failure constitutes a Material Adverse Effect);

(i) any matter expressly disclosed in the Company Disclosure Letter (it being understood that any change to any matter disclosed in the Company Disclosure Letter may be taken into account in determining whether a Material Adverse Effect has occurred);

(j) the announcement of the Arrangement Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company and/or any of its Subsidiaries with any of its current or prospective employees, customers, shareholders, distributors, suppliers, counterparties, insurance underwriters, or partners;

(k) any action not taken by the Company or its Subsidiaries solely as a result of the refusal of the Purchaser to provide a consent required by the Company to such action; or

(l) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement or that is consented to by the Purchaser in writing,

provided, however, that (i) with respect to paragraph (a) through to and including paragraph (f), such matter does not have a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company and/or its Subsidiaries operate, in which case such effect may be taken into account in determining whether a Material Adverse Effect occurred, and (ii) that references in the Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred;

"**Maximum Unit Consideration**" means 15 million Exchangeable LP Units;

"**MD&A**" means Management's Discussion & Analysis;

"**Meeting**" means the special meeting of Shareholders, to be held at 9:00 a.m. (Toronto time) on September 24, 2018 at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, Ontario, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by the Purchaser;

"**MI 61-101**" means Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions*;

"**Named Proxyholders**" means the officers and/or directors of the Company named in the forms of proxy accompanying the Circular;

"**No Action Letter**" means written confirmation from the Commissioner of Competition that he does not, at that time, intend to make an application under section 92 of the Competition Act in respect to the Arrangement;

"**Non-Resident Holder**" has the meaning ascribed thereto in "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*";

"**Notice Shares**" means the number of Common Shares set out in a notice of dissent in respect of which a Shareholder is exercising its Dissent Rights;

"**Notifiable Transactions**" has the meaning ascribed thereto in *"The Arrangement – Regulatory Matters – Competition Act Approval"*;

"**Notification**" has the meaning ascribed thereto in *"The Arrangement – Regulatory Matters – Competition Act Approval"*;

"**NYSE**" means the New York Stock Exchange;

"**Offer to Pay**" means the written offer of the Purchaser to each Dissenting Holder who has sent a Demand for Payment to pay for its Common Shares in an amount considered by the Purchaser to be the fair value of the Common Shares;

"**Option Consideration**" means, in respect of each Company Option, the amount (if any) by which the Cash Consideration exceeds the exercise price of such Company Option, in each case less applicable withholdings;

"**Ordinary Course**" means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary;

"**Outside Date**" means November 29, 2018, subject to the right of either the Purchaser or the Company to postpone the Outside Date for up to an additional 60 days (in 30-day increments) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by November 29, 2018 and none of such remaining Key Regulatory Approvals has been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Parties to such effect no later than 5:00 p.m. on the date that is not less than five days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties; provided that, notwithstanding the foregoing, (a) a Party shall not be permitted to postpone the Outside Date if the failure to obtain a Key Regulatory Approval is the result of such Party's deliberate breach of its obligations under this Agreement with respect to obtaining such Key Regulatory Approval, and (b) in the aggregate such postponements shall not exceed 60 days from the original Outside Date;

"**Partial Unit Election**" means an election to receive both Cash Consideration and Unit Consideration by an Electing Canadian Shareholder;

"**Participant**" has the meaning ascribed thereto in the Employee Share Purchase Plan;

"**Parties**" means, collectively, the Company and the Purchaser and "**Party**" means any one of them;

"**Permitted Dividends**" means regular monthly dividends to Shareholders not in excess of $0.0832 in cash per Common Share;

"**Performance Factor**" has the meaning ascribed thereto in the grant agreements made pursuant to the Company PSU Plan. The Performance Factor for 2017 in respect of a 2017 PSU and 2016 PSU is 1.25 and the Performance Factor for 2016 in respect of a 2016 PSU is 0.5. The Performance Factor for 2018, 2019 and 2020 in respect of a 2018 PSU, 2017 PSU and 2016 PSU is 1.0;

"**Performance Period**" has the meaning ascribed thereto in the Company PSU Plan;

"**Performance Share Unit Account**" has the meaning ascribed thereto in the Company PSU Plan;

"**Person**" includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form set out in Appendix E, subject to any amendments or variations to such plan made in accordance with the Arrangement Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Company and the Purchaser, each acting reasonably;

"**Purchaser**" means Cardinal Acquisitions Inc., a corporation incorporated under the CBCA;

"**Purchaser Loan**" means a non-interest bearing demand loan from the Purchaser to the Company denominated in Canadian dollars in an aggregate principal amount equal to the aggregate amount of cash required by the Company to pay out the holders of Company Options, Company DSUs, Company PSUs and COO PSUs pursuant to the Plan of Arrangement, which shall be evidenced by way of a non-interest bearing demand promissory note granted by the Company in favour of the Purchaser;

"**Record Date**" means, in respect of the Shareholders, the close of business (Toronto time) on August 21, 2018;

"**Registered Shareholder**" means Shareholders whose Common Shares are registered in their own name in the Company's share registry;

"**Regulatory Approvals**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in connection with the Arrangement, including the Key Regulatory Approvals;

"**Representative**" means any officer, director, employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries;

"**Required Shareholder Approval**" means the approval of the Arrangement Resolution by (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101;

"**Resident Exchange LP Unitholder**" has the meaning ascribed thereto in "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada*";

"**Resident Holder**" has the meaning ascribed thereto in "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada*";

"**Sales Committee**" means the committee of the Board established to oversee the process to a definitive agreement, comprised of independent directors, consisting of Jim Pantelidis (Chair), Michael Rousseau, Jerry Patava and Grace Palombo;

"**Sale Process**" means the Strategic Review and the Bid Process (See *"The Arrangement – Background to the Arrangement"*);

"**Securities Act**" means the *Securities Act* (Ontario);

"**Securities Authority**" means the applicable securities commission or securities regulatory authority of a province or territory of Canada;

"**Securities Laws**" means the Securities Act and any other applicable Canadian provincial and territorial securities laws, rules and regulations and published policies thereunder;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities;

"**Shareholder Rights Plan**" means the amended and restated shareholder rights plan agreement dated May 1, 2017 between the Company and Computershare Investor Services Inc., as rights agent, as modified or amended;

"**Shareholders**" means the registered and/or beneficial holders of the Common Shares, as the context requires;

"**Special Committee**" means the special committee of the Board, comprised of independent directors, originally consisting of Jim Pantelidis (Chair), Jerry Patava and Michael Rousseau, and includes, after it was constituted on July 27, 2018, the Sales Committee;

"**Sponsor**" means, collectively, Brookfield Infrastructure Group Inc., the investment vehicles comprising Brookfield Infrastructure Fund III, and any trust, fund, company, partnership or person owned, managed, sponsored or advised, directly or indirectly, by Brookfield Asset Management Inc., Brookfield Infrastructure Partners L.P. or Brookfield Infrastructure Fund III or any direct or indirect subsidiaries of any such trust, fund, company, partnership or person;

"**Strategic Review**" means the consideration and review by the Special Committee of the Consortium proposal, as well as any other proposals received for the acquisition of the Company, as well as any alternatives to such as a sale of the Company, including transactions with a strategic partner or investor, sale of a division or certain assets of the Company and continuation of the current business plan;

"**Subject Shares**" means the Common Shares held by the Supporting Shareholders;

"**Subsidiary**" has the meaning ascribed thereto in National Instrument 45-106 — *Prospectus Exemptions*;

"**Superior Proposal**" means any bona fide written Acquisition Proposal from a Person or group of Persons who is at arm's length to the Company to acquire not less than all of the outstanding Common Shares or all or substantially all of the assets of the Company on a consolidated basis: (i) that did not result from or involve a breach of Article 5 of the Arrangement Agreement, (ii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; (iii) that is not subject to any financing contingency and in respect of which, to the satisfaction of the Board, acting in good faith, adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Common Shares or assets, as the case may be; (iv) that is, as at the

date the Company provides the Superior Proposal Notice to the Purchaser, not subject to any due diligence or access condition; and (v) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its Financial Advisor and Davies, and after taking into account all the terms and conditions of the Acquisition Proposal, that the Acquisition Proposal would, if completed in accordance with its terms (but without assuming away any risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(b) of the Arrangement Agreement);

"**Superior Proposal Notice**" means a written notice delivered by the Company to the Purchaser of the determination of the Board that it has received an Acquisition Proposal that constitutes a Superior Proposal and of the intention of the Board to enter into a definitive agreement, together with a copy of such definitive agreement for the Superior Proposal and notice as to the value in financial terms that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal;

"**Supplementary Information Request**" has the meaning ascribed thereto in *"The Arrangement – Regulatory Matters – Competition Act Approval"*;

"**Support and Voting Agreements**" means the support and voting agreements entered into by each of the directors and Executive Officers and a former director and officer of the Company pursuant to which they have agreed to, among other things, vote in favour of the Arrangement;

"**Supporting Shareholders**" means Shareholders who have entered into Support and Voting Agreements;

"**Tax**" or "**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party, and in each case, whether disputed or not;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended, and the regulations thereunder;

"**Termination Amount**" means $111,000,000, payable by the Company to the Purchaser upon termination of the Arrangement Agreement in certain circumstances in accordance with Section 8.2 of the Arrangement Agreement, as more particularly described under the heading "*The Arrangement Agreement — Termination Amount*";

"**Total Elected Unit Consideration**" has the meaning set forth in the Plan of Arrangement;

"**Transfer Agent**" means Computershare Investor Services Inc. of Toronto, Ontario, the registrar and transfer agent for the Common Shares;

"**TSX**" means the Toronto Stock Exchange;

"**Unit Consideration**" means, for an Electing Canadian Shareholder, 0.5509 of an Exchangeable LP Unit for each Common Share;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**Unit Election**" means an election by a Canadian Shareholder to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares;

"**Unit Pro-Ration Factor**" means a number, rounded to six decimal places, equal to the Maximum Unit Consideration divided by the Total Elected Unit Consideration;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules, regulations and orders promulgated thereunder;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules, regulations and orders promulgated thereunder;

"**U.S. Securities Laws**" means the federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder, as amended from time to time, and includes the *U.S. Exchange Act* and the *U.S. Securities Act*; and

"**Voting Information Form**" means the voting information form sent to Shareholders for use in connection with the Arrangement.

THE ARRANGEMENT

Background to the Arrangement

The execution and delivery of the Arrangement Agreement between the Company and the Purchaser on August 1, 2018 followed a comprehensive strategic review and sale process, as described in this section of the Circular, and extensive arm's length negotiations between the Company, the Special Committee and their financial and legal advisors, and the Purchaser and its financial and legal advisors. The following is a summary of the material events, meetings, negotiations and discussions among the parties that preceded the execution and public announcement of the Arrangement Agreement.

On January 5, 2018 and January 15, 2018, the Chairman received email and telephone communications from a Consortium comprised of three parties (the "**Consortium**") indicating they were interested in acquiring the Company. On January 15, 2018, the Company received a letter addressed to the Chairman from the Consortium advising that they had made a detailed assessment of the Company based on all publicly available information and proposing a transaction in which all Shareholders would receive $27.00 in cash per Common Share, pursuant to which the Consortium would acquire 100% of the outstanding Common Shares. The proposal was a non-binding indication of interest under which the Consortium requested access to confidential information of the Company, and stated it was prepared to sign a confidentiality and exclusivity agreement.

On January 16, 2018, the Board met and, among other things, discussed the merits of the Consortium proposal in light of the Company's prospects and analysis provided by National Bank Financial in respect of, precedent transaction valuations and industry trading values, and determined the proposal did not adequately value the Company, particularly in respect of its prospects.

On February 13, 2018, the Chairman met with a representative of the Consortium to discuss the Consortium's January 15 letter, at which meeting the Chairman stated that the indicated price per Common Share as set forth in the January 15 letter was inadequate.

The Consortium (now consisting of only two members), sent another letter to the Company on February 23, 2018, again addressed to the Chairman, reiterating its interest to work with the Company to complete its due diligence and reiterated its indicative non-binding price of $27.00 per Common Share for 100% of the outstanding Common Shares of the Company. During the ensuing week, the Company engaged National Bank Financial as its financial advisor and Davies Ward Phillips & Vineberg LLP as its legal advisor.

On March 5, 2018, the Board met with its financial and legal advisors in attendance. The Board received detailed legal advice regarding its duties in the context of the indication of interest received from the Consortium. The Board also received financial advice regarding the market's view of the Company's value relative to its trading values. The Financial Advisor presented a preliminary financial assessment of the Company and an outline of further analysis it would perform, if instructed, to assess the potential value to Shareholders of various strategic options, including a sale of the whole or parts of the Company, the Company continuing in its course of organic growth, including by accelerating its acquisition program, and the Company resuming its pursuit of a strategic acquisition it had pursued last year. The Board approved a letter to be sent to the Consortium to be dated March 5, 2018 in response to the February 23 letter from the Consortium, which would state that while the Board remained of the view that the offer was inadequate, the Board was to engage in a fulsome strategic evaluation of all of the alternatives available to the Company. The Board determined to establish a Special Committee comprised of Jim Pantelidis (Chair), Jerry Patava and Michael Rousseau to assist the Board in supervising the assessment of the strategic alternatives available to the Company to enhance shareholder value and to request that the Financial Advisor prepare a presentation on the financial alternatives to the Company to enhance shareholder value.

The Special Committee was formally established on March 15, 2018 with responsibility for, among other things, considering and reviewing the Consortium proposal as well as any other proposals received for the acquisition of the Company as well as any alternatives to such a sale of the Company, including transactions with a strategic partner or investor, sale of a division or certain assets of the Company and continuation of the current business plan (the "**Strategic Review**"), and reporting and making recommendations to the Board with respect to such Strategic Review.

The Special Committee met on March 21, 2018 to review the status of the Strategic Review. The Financial Advisor provided the Special Committee with an overview of the strategic review framework, including financial forecast considerations and an assessment of strategic alternatives available to the Company. Representatives of the Financial Advisor described a continuum of strategic alternatives to be considered, including transformational acquisitions, an accelerated tuck-in acquisition program, continuation of the current business plan, sale of one or more segments, and an en-bloc sale of the Company to a financial or strategic buyer. The Special Committee determined that any further engagement with the Consortium should occur after the Strategic Review was completed and presented at the Board meeting to be held on April 3, 2018.

On March 23, 2018, the Company received a third letter from the Consortium (now consisting of the original three members) reiterating their prior proposal and stating why the Consortium viewed their proposal as attractive for Shareholders and seeking to conduct due diligence and obtain exclusivity.

The Special Committee met on March 28, 2018 and received analysis from the Financial Advisor regarding the prospects for effecting alternative transactions to enhance shareholder value, and related advice from Davies regarding its duties in the circumstances. The Special Committee discussed its recommendation to be made to the Board at the upcoming Board meeting on April 3, 2018 and concluded that discussions be undertaken with the Consortium and the Chairman to determine whether the Consortium would increase its proposal in exchange for being granted a short exclusivity period to complete due diligence to determine if an agreement in principle could be reached, failing which the Company would undertake a process to grant interested parties access to its confidential data and to seek the highest offer for the Company (the "**Bid Process**"), with a view that should a sufficiently attractive proposal be received, the Company would engage in negotiations.

The Board met on April 3, 2018 to receive and consider the Financial Advisor's review of and financial advice regarding the strategic alternatives available to the Company, and to receive and consider the recommendation of the Special Committee in regards to the Consortium proposal and strategic alternatives. After extensive discussion and deliberation, the Board determined to proceed with the recommendation of the Special Committee to proceed with the Bid Process. Management was instructed to complete preparation of a virtual data room containing relevant information as well as a confidential information memorandum to be provided to interested parties, and to prepare appropriate confidentiality and standstill agreements. The Financial Advisor was instructed to prepare lists of potentially interested parties and a process letter outlining the Company's process and timetable for determining what offers might be available.

The Financial Advisor subsequently sent requests to 26 parties to participate in the Bid Process. 11 parties, including the Consortium, signed confidentiality and standstill agreements with the Company and received the confidential information memorandum.

Between April 17, 2018 and May 4, 2018, the Special Committee and the Board met, formally and informally, to discuss the Bid Process and were updated and apprised on the progress of the Bid Process by the Financial Advisor.

On May 16, 2018, as per the process letter provided to interested parties, the Company received non-binding expressions of interest from three parties. On May 28, 2018, the Company received a non-binding expression of interest from the Consortium. Between May 31, 2018 and June 26, 2018, three of the four parties were granted access to the data room, provided with a form of arrangement agreement in respect of which they were requested to indicate any changes they would be seeking if they were the successful bidder, and received in-person presentations from Enercare senior management. Bidders were instructed to provide final bids on July 19, 2018.

The Special Committee met on May 23 and May 29, 2018 to receive further updates on the Bid Process and the status of various prospective bidders, and to provide instruction and direction to the Financial Advisor as to the conduct of the Bid Process and the desired approach and strategy with the bidders.

On July 19, 2018, the Consortium (now once again consisting of only two members) and Brookfield provided final offers of $28.00 per Common Share, with the Brookfield proposal indicating it would, if of interest to the Company, provide an option for a certain percentage of the consideration to be satisfied by BIP Units.

On July 20, 2018, the Special Committee met and reviewed the respective bids submitted by Brookfield and the Consortium, including their respective requested revisions to the form of arrangement agreement.

The Board met on July 23, 2018 to review and consider the two final offers received. The Financial Advisor was instructed to contact each of the final bidders to submit their best and final offers which would be due on July 26, 2018. The Board determined that as it was likely to proceed with the bidder with the best proposal, it would constitute a sales committee to oversee the process to a definitive agreement (the "**Sales Committee**"). The Sales Committee would consist of Jim Pantelidis (Chair), Michael Rousseau, Jerry Patava and Grace Palombo.

On July 26, 2018, both final bidders submitted their final offers and the offer from Brookfield at $29.00 cash per Common Share for 100% of the outstanding Common Shares, with the option that a certain percentage of the consideration by satisfied by BIP Units, was the best offer received. The Special Committee met on July 26, 2018 to review the final offers and review the proposed deal terms of the two prospective bidders. The Special Committee determined that in light of the clear superiority of the Brookfield offer, the Company should seek to conclude a transaction with Brookfield.

On July 27, 2018, the Board formally established the Sales Committee and was briefed on the revised bids and agreed with the Special Committee recommendation to proceed with a transaction with Brookfield.

On July 30, 2018, Mr. Pantelidis met with senior executives of Brookfield to finalize terms and on such date an exclusivity agreement was entered into between the Company and Brookfield. During the next two days definitive agreements regarding the Arrangement were finalized between the Company and Brookfield.

On July 31, 2018, the Special Committee and Board met to review the terms and conditions of the Arrangement and to receive a detailed presentation supporting the oral fairness opinion of the Financial Advisor, which was subsequently confirmed by delivery of the written Fairness Opinion to the Special Committee and the Board. The Special Committee unanimously determined: (i) that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered to Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders; (ii) to recommend that the Board approve the Arrangement and the entering into by the Company of the Arrangement Agreement; and (iii) to recommend that the Board recommend to Shareholders that they vote in favour of the Arrangement Resolution. The Board, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement, and after consulting with its Financial Advisor and Davies, including having received the Fairness Opinion from the Financial Advisor and the unanimous recommendation of the Special Committee, unanimously determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered to Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders. The Board also resolved to unanimously recommend that Shareholders vote in favour of the Arrangement Resolution.

The Arrangement Agreement and other transaction documents were finalized and executed and a press release announcing the transaction was issued on August 1, 2018, prior to the opening of the trading of the Common Shares on the TSX.

On August 20, 2018, the Special Committee and the Board met by telephone and approved this Circular and certain other procedural matters related thereto and to the Arrangement.

Recommendation of the Special Committee

The Special Committee was established on March 15, 2018 with responsibility for, among other things, considering and reviewing the Consortium proposal as well as any other proposals received for the acquisition of the Company as well as any alternatives to such a sale of the Company, including transactions with a strategic partner or investor, sale of a division or certain assets of the Company and continuation of the current business plan, reporting and making recommendations to the Board with respect to any such proposals received, and supervising the Sale Process. The Special Committee consists of Jim Pantelidis, Jerry Patava, Michael Rousseau, and, once the Sales Committee was established, Grace Palombo, each being an independent director of the Company. Each member of the Special

Committee has entered into a Support and Voting Agreement, pursuant to which they have agreed to vote all of their Common Shares in favour of the Arrangement Resolution.

The Special Committee, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement and the Arrangement Agreement, and after consulting with the Financial Advisor and Davies, including receiving the Fairness Opinion (see *"The Arrangement – Fairness Opinion")*, unanimously determined: (i) that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered to Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders; (ii) to recommend that the Board approve the Arrangement and the entering into by the Company of the Arrangement Agreement; and (iii) to recommend that the Board recommend to Shareholders that they vote in favour of the Arrangement Resolution.

Recommendation of the Board

The Board, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement, and after consulting with its Financial Advisor and Davies, including having received the Fairness Opinion from the Financial Advisor and the unanimous recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of the Company, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders, and that the Consideration being offered to Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.

Accordingly, the Board has unanimously approved the Arrangement and the entering into by the Company of the Arrangement Agreement and unanimously recommends that you vote **FOR** the Arrangement Resolution.

Reasons for the Recommendations

The following includes forward-looking information and readers are cautioned that actual results may vary. See *"Forward-Looking Statements"* and *"Risk Factors"*.

Information and Factors Considered by the Special Committee

As described above, in making its recommendation, the Special Committee consulted with the Company's management team, the Financial Advisor and Davies, received the Fairness Opinion, reviewed a significant amount of information and considered a number of factors, including those listed below. The Special Committee has recommended approval of the Arrangement based upon the totality of the information presented and considered by it. The following summary is not intended to be exhaustive, but includes a summary of the material information and factors considered by the Special Committee in its consideration of the Arrangement. In view of the variety of factors and the amount of information considered in connection with the Special Committee's evaluation of the Arrangement, the Special Committee did not find it practicable to, and did not, quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. The recommendation of the Special Committee was made after consideration of, among other things, all of the factors noted below, in light of the Special Committee's knowledge of the business, financial condition and prospects of the Company and taking into account the advice of the Special Committee's financial, legal and other advisors. Individual members of the Special Committee may have assigned different weights to different factors.

In making its recommendation, the Special Committee considered various factors, including the factors set out below:

- *Extensive Sale Process*. The Arrangement is the result of an extensive Sale Process conducted under the supervision of the Special Committee and the Board, which received advice from the Financial Advisor and Davies during the course of the process. The price of $29.00 in cash per Common Share, plus the alternate option for Canadian Shareholders to elect to receive the Unit Consideration, is the best offer available to the Shareholders pursuant to the Sale Process.
- *Superior Alternative*. The Special Committee concluded that the value of the Consideration offered to Shareholders under the Arrangement is more favourable than the value that might have been realized by pursuing the Company's current business plan, as well as any alternatives to the sale of the Company,

given the Special Committee's assessment of the current and anticipated future opportunities and risks associated with the business, operations, assets, financial condition and prospects of the Company should it continue as a stand-alone entity.

- *Significant Premium*. The value of the Cash Consideration offered to Shareholders under the Arrangement represents a premium of approximately 64% to the closing price of the Common Shares since the establishment of the Special Committee, and a premium of approximately 53% to the closing price of the Common Shares on July 31, 2018, the last trading day prior to the announcement of the Arrangement.
- *Cash Consideration*. For Shareholders (other than Electing Canadian Shareholders), the Consideration to be paid pursuant to the Arrangement will be entirely in cash, which provides immediate liquidity and certainty of value at a significant premium, as described above.
- *Equity Roll-over*. Canadian Shareholders have the option to elect for the Unit Consideration, up to the Maximum Unit Consideration, providing a capital gains tax-deferred roll-over option.
- *Fairness Opinion*. The Financial Advisor provided an opinion that, as of July 31, 2018, and subject to the scope of review, assumptions, limitations and qualifications set forth in its opinion, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.
- *Shareholder Approval Required*. The Arrangement must be approved by (i) at least two-thirds (66 2/3%) of the votes cast at the Meeting by the Shareholders present in person or represented by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Common Shares owned by Mr. John Macdonald, a former director and officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.
- *Key Regulatory Approvals*. The likelihood, after consultation with its legal and other advisors, that the conditions to complete the Arrangement will be satisfied, including the nature of the Key Regulatory Approvals required to be obtained under applicable Laws to consummate the Arrangement.
- *Determination of Fairness by the Court*. The Arrangement will only become effective if, after hearing from all interested Persons who choose to appear before it, the Court determines that the Arrangement is fair.
- *Dissent Rights*. Registered Shareholders will have been granted the right to dissent with respect to the Arrangement and be paid the fair value of their Common Shares.
- *Arrangement Agreement Terms*. The terms and conditions of the Arrangement Agreement are, in the judgment of the Board following consultations with its advisors, reasonable and were the result of extensive negotiations between the Company, the Purchaser and the Sponsor and their respective advisors.
- *Limited Conditions to Closing*. The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances and the completion of the Arrangement is not subject to any financing condition.
- *Ability to Accept a Superior Proposal*. Under the Arrangement Agreement the Board retains the ability to consider and respond to Superior Proposals prior to the Meeting on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the Termination Amount by the Company to the Purchaser if such a proposal is accepted. The Support and Voting Agreements terminate in the event that the Arrangement Agreement is terminated by the Company, permitting the Supporting Shareholders to support a transaction involving a Superior Proposal.
- *Termination Amount*. The Termination Amount of $111 million is payable by the Company to the Purchaser if the Arrangement is not completed under certain circumstances, and is otherwise appropriate in the circumstances as an inducement for the Purchaser to enter into the Arrangement Agreement. In

the view of the Special Committee, the Termination Amount would not preclude a third party from potentially making a Superior Proposal.

- *Credibility of Guarantors*. The Guarantors' commitment, credit worthiness, committed financing and anticipated ability to complete the transactions contemplated by the Arrangement.
- *Guarantee by Guarantors*. The Purchaser's obligations under the Arrangement Agreement are unconditionally guaranteed by the Guarantors, jointly and severally.
- *Support of the Arrangement*. The support of the Arrangement by all of the Company's directors and Executive Officers and a former director and officer who have each entered into Support and Voting Agreements.

The Special Committee and the Board also considered a variety of risks and other potentially negative aspects in its deliberations concerning the Arrangement, including:

- *Risks to the Business of Non-Completion*. There are risks to the Company if the Arrangement is not completed, including the costs incurred in proceeding towards completion of the Arrangement and the diversion of management's attention away from the conduct of the Company's business in the ordinary course and the potential impact on the Company's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners).
- *No Continuing Interest of Shareholders*. The fact that, following the Arrangement, the Company will no longer exist as an independent public company, the Common Shares will be de-listed from the TSX and Shareholders will forego any future increases in value that might result from future growth and potential achievement of the Company's long-term strategic plans.
- *Risks of Non-Completion*. The conditions to the obligation of the Purchaser to complete the Arrangement and the right of the Purchaser to terminate the Arrangement Agreement under limited circumstances. See *"The Arrangement Agreement – Conditions to Closing"*.
- *Non-Solicitation and Termination Amount*. The limitations contained in the Arrangement Agreement on the Company's ability to solicit additional interest from third parties, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Company must pay the Termination Amount.
- *Risks related to Exchangeable LP Units / BIP Units*. Because the exchange ratio is fixed, a depression of the market price for BIP Units leading up to the Effective Date could result in an Electing Canadian Shareholder receiving less value for its Common Shares than anticipated at the time the Arrangement Agreement was signed.

Information and Factors Considered by the Board

As described above, in making its recommendations, the Board received periodic updates from the Special Committee, the Company's management team, the Financial Advisor and Davies with respect to the Sale Process, received the Fairness Opinion, reviewed a significant amount of information and considered a number of factors, including the factors listed above by the Special Committee (which are expressly endorsed by the Board) and the unanimous recommendation of the Special Committee. Due to the wide variety of factors and information considered in connection with its evaluation of the Arrangement, the Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching its conclusions and recommendation. In addition, individual members of the Board may have given different weight to various factors or items of information.

Fairness Opinion

In deciding to approve the Arrangement, the Special Committee and the Board received and considered the Fairness Opinion of the Financial Advisor. The following is a summary of the Fairness Opinion which is qualified in its entirety by, and should be read in conjunction with the full text of the Fairness Opinion attached as Appendix F and Shareholders are urged to read the Fairness Opinion in entirety. National Bank Financial Markets has provided its consent to the inclusion of the entire Fairness Opinion and a summary thereof in this Circular and to the filing thereof by the Company with the applicable securities regulatory authorities in Canada.

National Bank Financial Markets was engaged by the Company as a financial advisor to provide the Special Committee and the Board with various financial advisory services in connection with, among other things, any proposal involving the acquisition of control of the Company, including providing the Special Committee and the Board with its opinion as to the fairness, from a financial point of view, of the Consideration to be received by Shareholders under the Arrangement. The Financial Advisor was not engaged to prepare, and has not prepared a "formal valuation" (within the meaning of MI 61-101) or appraisal of the Company, Brookfield or any of the securities or assets thereof and the Fairness Opinion shall not be construed as such. Pursuant to the terms of its engagement agreement with the Company, National Bank Financial Markets is to be paid fees for its services as financial advisor (including a fee for the delivery of its Fairness Opinion and fees that are contingent on completion of the Arrangement). The Company has also agreed to reimburse National Bank Financial Markets for reasonable out-of-pocket expenses and to indemnify National Bank Financial Markets against certain liabilities.

On July 31, 2018, the Financial Advisor delivered a verbal opinion to the Special Committee and the Board, subsequently confirmed by a written Fairness Opinion dated July 31, 2018, to the effect that, as of that date and based on and subject to the scope of review, assumptions, limitations and qualifications set forth therein, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.

The full text of the Fairness Opinion of National Bank Financial Markets dated July 31, 2018, which sets forth assumptions made, procedures followed, information reviewed, matters considered, and limitations on the scope of the review undertaken by National Bank Financial Markets in connection with such Fairness Opinion, is attached in Appendix F. National Bank Financial Markets provided its opinion solely for the information and assistance of the Special Committee and the Board in connection with its consideration of the Arrangement and is not to be referred to, summarized, circulated, publicized or reproduced, or disclosed to, used or relied upon by any other party, in whole or in part, except in accordance with National Bank Financial Markets' express prior written consent. The Fairness Opinion of National Bank Financial Markets is not a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement or any other matter. Further, the Fairness Opinion does not address the relative merits of the Arrangement as compared to other transactions or strategic alternatives that may be available to the Company and does not address in any manner the prices at which the securities of the Company or BIP may trade.

The Fairness Opinion was rendered on the basis of securities markets, economic and general business and financial conditions prevailing at the date thereof and the conditions and prospects, financial and otherwise of the Company and its subsidiaries as they were reflected in the information provided by the Company and as represented to the Financial Advisor in its discussions with management of the Company. In the Financial Advisor's analyses and in connection with the preparation of the Fairness Opinion, the Financial Advisor made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of the Financial Advisor or of any party involved in the Arrangement. The Fairness Opinion represents the opinion of National Bank Financial Markets and the form and content of the Fairness Opinion have been reviewed and approved for release by a group of managing directors of National Bank Financial Markets, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters. The Financial Advisor has disclaimed any undertaking or obligation to advise any person of any change in any fact, information or matter affecting the Fairness Opinion that may come or be brought to its attention after the date of the Fairness Opinion. Without limiting the foregoing, the Financial Advisor has reserved the right to change, modify or withdraw the Fairness Opinion in the event there is any material change in any fact, information or matter affecting the Fairness Opinion following the date of the Fairness Opinion.

In deciding to recommend and approve the Arrangement, respectively, the Special Committee and the Board considered, among other things, the advice and financial analyses provided by National Bank Financial Markets referred to above as well as its Fairness Opinion. As described under the heading "*The Arrangement – Reasons for the Recommendations – Information and Factors Considered by the Special Committee*" above, the Fairness Opinion of National Bank Financial Markets was only one of many factors considered by each of the Board and the Special Committee in evaluating the Arrangement and should not be viewed as determinative of the views of the Board or the Special Committee with respect to the Arrangement or the Consideration to be received by Shareholders pursuant to the Arrangement. In assessing the Fairness Opinion of National Bank Financial Markets, each of the Special Committee and the Board considered and assessed the independence of National Bank Financial Markets, taking into

account that a substantial portion of the fees payable to National Bank Financial Markets is contingent upon the completion of the Arrangement.

Arrangement Mechanics

The Arrangement

The Arrangement will be implemented by way of a court approved plan of arrangement under section 192 of the CBCA pursuant to the terms of the Arrangement Agreement. The following procedural steps must be taken in order for the Arrangement to become effective:

(i) the Arrangement must be approved by the Shareholders in the manner set forth in the Interim Order;

(ii) the Court must grant the Final Order approving the Arrangement;

(iii) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and

(iv) the Final Order and Articles of Arrangement must be sent to the Director.

Arrangement Steps

The following summarizes the steps which will occur under the Plan of Arrangement on the Effective Date, if all conditions to the completion of the Arrangement have been satisfied or waived. The following description of steps is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Appendix E to this Circular:

At the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

1. the Purchaser shall make the Purchaser Loan, to the extent required by the Company to make the payments in items 2, 3, 4 and 5 below;

2. each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Stock Option Plans, shall be deemed to be unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of a Company Optionholder, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Cash Consideration exceeds the exercise price per Common Share of such Company Option, in each case, less applicable withholdings (the "**Option Consideration**"), and such Company Option shall immediately be cancelled. For greater certainty, where the Cash Consideration is equal to or less than the exercise price per Common Share, the relevant Company Option will be cancelled for no consideration;

3. each Company DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company DSU Plan, shall, without any further action by or on behalf of a holder of Company DSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Cash Consideration per Company DSU, less applicable withholdings, and each such Company DSU shall immediately be cancelled;

4. each (i) 2018 PSU that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Cash Consideration for each such 2018 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2018, 2019 and 2020, respectively, with one-third

of the 2018 PSU allocated to each year; (ii) 2017 PSU that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Cash Consideration for each such 2017 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2017, 2018 and 2019, respectively, with one-third of the 2017 PSU allocated to each year; and (iii) 2016 PSU that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Cash Consideration for each such 2016 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2016, 2017 and 2018, respectively, with one-third of the 2016 PSU allocated to each year, in each case less applicable withholdings, and each such Company PSU shall immediately be cancelled;

5. each COO PSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of the Chief Operating Officer, Home Services be deemed to be assigned and transferred by the Chief Operating Officer, Home Services to the Company in exchange for a cash payment from the Company in an amount equal to the Cash Consideration for each such COO PSU held by the Chief Operating Officer, less applicable withholdings, and each such COO PSU shall immediately be cancelled;

6. each Company Optionholder and each holder of Company DSUs, Company PSUs or COO PSUs (i) shall cease to be a holder of such Company Options, Company DSUs, Company PSUs or COO PSUs, (ii) such holder's name shall be removed from each applicable register, (iii) the Company Stock Option Plans, the Company DSU Plan and the Company PSU Plan and all agreements relating to the Company Options, Company DSUs, Company PSUs and COO PSUs shall be terminated and shall be of no further force and effect, and (iv) such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to items 2, 3, 4 and 5, as applicable, at the time and in the manner specified in items 2, 3, 4 and 5, respectively;

7. each Participant shall cease to be enrolled in the Employee Share Purchase Plan and the Employee Share Purchase Plan and all agreements relating thereto shall be terminated and shall be of no further force and effect;

8. the Shareholder Rights Plan shall be terminated and shall be of no further force and effect;

9. each of the Common Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to the Purchaser (free and clear of all Liens), and:

   (a) such Dissenting Holders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares, other than the right to be paid fair value for such Common Shares, as determined in accordance with the Plan of Arrangement;

   (b) such Dissenting Holders' names shall be removed as the holders of such Common Shares from the register of Common Shares maintained by or on behalf of the Company; and

   (c) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered in the registers of Common Shares maintained by or on behalf of the Company;

10. each Common Share outstanding, other than (A) Common Shares held by a Dissenting Holder whose Common Shares were transferred pursuant to Section 2.3(i) of the Plan of Arrangement, and (B) Common

Shares held by an Electing Canadian Shareholder shall, without any further action by or on behalf of a holder of Common Shares, be assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Cash Consideration, less applicable withholdings, and:

(a) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Cash Consideration in accordance with the Plan of Arrangement;

(b) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(c) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company; and

11. each Common Share outstanding held by an Electing Canadian Shareholder, shall, without any further action by or on behalf of such a holder of Common Shares, be deemed to be assigned and transferred by the holder thereof to Exchange LP (free and clear of all Liens) in exchange for the Consideration (in each case satisfied by the delivery of the Unit Consideration and any Cash Consideration, as determined in accordance with the relevant Unit Election, Section 2.4 - "*Elections*" and 2.5 – "*Proration*" of the Plan of Arrangement, by Exchange LP), less applicable withholdings, and:

(a) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with the Plan of Arrangement;

(b) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(c) Exchange LP shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

Elections

With respect to the exchange of Common Shares effected pursuant to the Arrangement steps described above:

a. each Canadian Shareholder, other than a Canadian Shareholder that is a Dissenting Holder who has validly exercised such holder's Dissent Right, may elect:

   i. to receive from the Purchaser the Cash Consideration for each of its Common Share; or

   ii. to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares (an election in clause (ii)(A) or (B) being a "**Unit Election**");

b. the elections provided for in this section shall be made by each applicable Shareholder by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such holder's election, together with any certificates representing the holder's Common Shares;

c. any Letter of Transmittal and Election Form, once deposited with the Depositary, shall be irrevocable and may not be withdrawn by a Shareholder; and

d. any Shareholder who (i) does not deposit with the Depositary a duly completed Letter of Transmittal and Election Form prior to the Election Deadline, (ii) properly exercises Dissent Rights in accordance with Section 3.1(a) of the Plan of Arrangement but is not ultimately entitled, for any reason, to be paid the fair value for its Common Shares by Purchaser as referenced in Section 3.1(b) of the Plan of Arrangement, or (iii) otherwise fails to comply with the requirements of this section and the Letter of Transmittal and Election Form, shall be deemed to have elected to receive the Cash Consideration from the Purchaser for each Common Share held less applicable withholdings.

An Electing Canadian Shareholder can elect for a portion of the amount payable under the Arrangement as Cash Consideration and a portion as Unit Consideration.

Proration

Notwithstanding the "*The Arrangement – Arrangement Mechanics - Elections*" section above, the maximum number of Exchangeable LP Units that may, in the aggregate, be issued to the Electing Canadian Shareholders pursuant to the Plan of Arrangement shall be equal to the Maximum Unit Consideration. In the event that:

a. the aggregate number of Exchangeable LP Units that would be issued to Electing Canadian Shareholders in accordance with the elections of such Canadian Shareholders (the "**Total Elected Unit Consideration**") exceeds the Maximum Unit Consideration, then:

   i. the aggregate number of Exchangeable LP Units, as applicable, to be issued to any Electing Canadian Shareholder shall be determined by multiplying the aggregate number of Exchangeable LP Units that would, but for the proration described in this section, be issued to such Shareholder by the Unit Pro-Ration Factor; and

   ii. such holder shall receive and shall be deemed to have elected to receive the Cash Consideration from the Exchange LP per Common Share for the remainder of their Common Shares.

Payment of Consideration

The Sponsor or the Purchaser shall, following receipt of the Final Order and in any event not later than the Effective Date, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Company, the Purchaser and the Sponsor, acting reasonably) sufficient cash and Exchangeable LP Units to satisfy the aggregate Consideration payable to Shareholders, and sufficient funds to satisfy the payments to Company Optionholders, holders of Company DSUs, Company PSUs and COO PSUs, pursuant to the Plan of Arrangement.

Adjustment to Consideration

Notwithstanding anything in the Arrangement Agreement to the contrary, if, between the date of the Arrangement Agreement and the Effective Time, the Company declares or pays dividends on the Common Shares in excess of the Permitted Dividends, then the Consideration to be paid per Common Share shall be appropriately adjusted to provide to Shareholders the same economic effect as contemplated by the Arrangement Agreement and the Arrangement prior to such action and as so adjusted shall, from and after the date of such event, be the Consideration to be paid per Common Share.

Adjustments to Exchangeable LP Unit Consideration

The number of Exchangeable LP Units that constitute the Unit Consideration shall be adjusted to reflect fully the effect of any stock or unit split, reverse split, stock or unit dividend (including any dividend or distribution of securities convertible into Common Shares or BIP Units, other than stock or unit dividends paid in lieu of ordinary course dividends), consolidation, reorganization, recapitalization or other like change with respect to Common Shares or BIP Units occurring after the date of the Arrangement Agreement and prior to the Effective Time. For more information about the Exchangeable LP Units, see "*The Arrangement - Description of Exchangeable LP Units*".

Description of Exchangeable LP Units

The Offer has been structured to provide Canadian Shareholders with an opportunity to obtain a full or partial deferral of capital gains for Canadian federal income tax purposes on the exchange of their Common Shares for Exchangeable LP Units as described in this Circular under "*The Arrangement – Arrangement Mechanics*". The Exchangeable LP Units will be issued by Exchange LP and will be exchangeable at any time on a one-for-one basis, at the option of the holder, for BIP Units, subject to their terms and applicable Law. An Exchangeable LP Unit will provide a holder thereof with economic terms that are substantially equivalent to those of a BIP Unit.

An Electing Canadian Shareholder that receives Exchangeable LP Units under the Arrangement will not be eligible to exchange its Exchangeable LP Units for BIP Units if such Electing Canadian Shareholder resides in the United States at the time of the proposed exchange.

For additional details and certain material terms of the Exchangeable LP Units see *Appendix H – Description of the Exchangeable LP Units*

The Arrangement Agreement

The following is a summary of the material terms of the Arrangement Agreement and the Plan of Arrangement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement and the Plan of Arrangement, which are attached to this Circular as Appendix D and Appendix E, respectively, and have been filed by the Company on SEDAR at www.sedar.com. Shareholders are urged to read the Arrangement Agreement and the Plan of Arrangement in their entirety.

The following summary and the copy of the Arrangement Agreement attached to this Circular as Appendix D are included solely to provide Shareholders with information regarding the terms of the Arrangement Agreement. They are not intended to provide factual information about the Company, the Purchaser and the Sponsor or any of their respective subsidiaries or affiliates. The Arrangement Agreement contains representations and warranties by the Company and the Purchaser which were made only for purposes of that agreement and as of specific dates. The assertions embodied in those representations and warranties are qualified by information in the confidential Company Disclosure Letter. Accordingly, Shareholders should not rely on the representations and warranties as characterizations of the actual state of facts, since they are modified in important part by the Company Disclosure Letter. The Company Disclosure Letter contains information that has been included in the Company's general prior public disclosures, as well as potential additional non-public information. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Arrangement Agreement, which subsequent information may or may not be fully reflected in the public record.

Effective Date of the Arrangement

Unless otherwise agreed by the Company and the Purchaser, the Effective Date of the Arrangement will occur on the tenth Business Day after the date on which the Shareholder Approval, the required Court approval and Key Regulatory Approvals (comprised of Competition Act Approval and HSR Approval) have all been obtained and all other conditions to closing have been satisfied or waived other than the conditions relating to funding the consideration payable and any other conditions that by their nature cannot be satisfied until the Effective Date. Currently, it is anticipated that the Effective Date will occur in the fourth quarter of 2018, but it is not possible to state with certainty when the Effective Date will occur. Other than the Key Regulatory Approvals, no other third party or other consents are a specific condition precedent to closing.

The Effective Date could be earlier than anticipated or could be delayed, subject to the Outside Date, for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or the failure to obtain the Key Regulatory Approvals in the time frames anticipated. The original Outside Date of November 29, 2018 is subject to the right of either the Purchaser or the Company to postpone the Outside Date for up to an additional 60 days (in increments of at least 30 days) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by November 29, 2018, provided that neither Party is permitted to postpone the Outside Date if the failure to obtain the Key Regulatory Approvals is the result of such Party's deliberate breach of its obligations under the Arrangement Agreement with respect to obtaining the Key Regulatory Approvals.

Representations and Warranties

The Arrangement Agreement contains certain representations and warranties of the Company to the Purchaser and representations and warranties of the Purchaser to the Company, in each case of a nature customary for transactions of this type.

The representations and warranties of the Company relate to the following matters: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; capitalization; subsidiaries, shareholders' and similar agreements; Securities Law matters; U.S. Securities Law matters; financial statements; disclosure controls and internal control over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; long-term and derivative transactions; related party transactions; no "collateral benefit"; compliance with Laws; authorizations and licenses; material contracts; real property and personal property; intellectual property; data privacy and cybersecurity; restrictions on conduct of business; litigation; environmental matters; employees; collective agreements; employee plans; franchise matters; insurance; taxes; bankruptcy and insolvency; opinion of financial advisors; brokers; Special Committee and Board approval; anti-bribery and corruption; economic sanctions and export controls; product liability claims; and product warranties.

The representations and warranties of the Purchaser relate to the following matters: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; *Investment Canada Act*; non-contravention; litigation; financing arrangements; limited guarantee; security ownership; and ownership of the Purchaser.

The representations and warranties are, in some cases, subject to specified exceptions and qualifications.

Covenants

Covenants of the Company Relating to the Conduct of Business

The Arrangement Agreement provides that during the period between the date of the Arrangement Agreement and the Effective Time the Company will and will cause its Subsidiaries to conduct their business in the Ordinary Course and in accordance with applicable Laws, and the Company has covenanted to use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets, goodwill, employment and business relationships. In addition to these general covenants, the Company has also agreed to certain specific covenants, which, among other things, restrict the ability of the Company to undertake certain actions outside of the Ordinary Course, except with the Purchaser's consent or as permitted by the Arrangement Agreement or required by Law or a Governmental Entity, or unless previously disclosed to the Purchaser.

Covenants of the Company Relating to the Arrangement

The Company has given, in favour of the Purchaser, usual and customary covenants for an agreement of this nature, including, but not limited to covenants: (i) to use its commercially reasonable efforts to obtain and maintain all third party or other consents that are required under Material Contracts in connection with the Arrangement or required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement; (ii) to use its commercially reasonable efforts to oppose, lift, or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement; (iii) to use commercially reasonable efforts to satisfy the conditions for completion of the Arrangement; (iv) to carry out the terms of the Interim Order and the Final Order and comply with all requirements imposed by Law with respect to the Arrangement Agreement or the Arrangement; (v) to not take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and (vi) to use commercially reasonable efforts to assist in effecting the resignations of each of the Company's, and each of its Subsidiary's respective directors, managers or officers designated by the Purchaser, to be replaced as of the Effective Date by individuals nominated by the Purchaser.

The Company has also agreed to promptly notify the Purchaser upon the occurrence of (i) any Material Adverse Effect after the date of the Arrangement Agreement; (ii) any notice or other communication from any Person alleging that the consent of such Person is required in connection with the Arrangement, or that such Person is terminating, may terminate, or is otherwise materially adversely modifying its relationship with the Company or any of its Subsidiaries as a result of the Arrangement Agreement or the Arrangement; (iii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement; and (iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or otherwise affecting the Company or its Subsidiaries in connection with the Arrangement Agreement or the Arrangement.

Covenants of the Purchaser

The Purchaser has given, in favour of the Company, usual and customary covenants for an agreement of this nature, including, but not limited to, covenants: (i) to use its commercially reasonable efforts to oppose, lift, or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement; (ii) to vote, or cause to be voted, the Common Shares owned or controlled by the Purchaser or its affiliates in favour of the Arrangement Resolution; (iii) to use commercially reasonable efforts to satisfy the conditions for completion of the Arrangement; (iv) to carry out the terms of the Interim Order and the Final Order and comply with all requirements imposed by Law with respect to the Arrangement Agreement or the Arrangement; (v) to not take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and (vi) to use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement as soon as reasonably practicable.

The Purchaser has also agreed to promptly notify the Company upon the occurrence of (i) any notice or other communication from any Person alleging that the consent of such Person is required in connection with the Arrangement Agreement or the Arrangement; (ii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement; and (iii) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or otherwise affecting the Purchaser or its Subsidiaries in connection with the Arrangement Agreement or the Arrangement.

Covenants Regarding Required Regulatory Approvals

As soon as reasonably practicable, the Purchaser and the Company have agreed to make all notifications, filings, applications and submissions required or advisable in order to obtain and maintain the Regulatory Approvals, and to promptly respond to any information requests by any Governmental Entity in connection with the Regulatory Approvals and to obtain and maintain the Regulatory Approvals in a timely manner so as to enable the Closing to occur as soon as reasonably practicable (and in any event no later than the Outside Date).

In connection with obtaining the Regulatory Approvals, (i) as soon as reasonably practicable, and in any event no later than 10 Business Days after the date of the Arrangement Agreement, the Purchaser shall file with the Commissioner of Competition a request for an advance ruling certificate pursuant to subsection 102 of the Competition Act or a No Action Letter; (ii) unless otherwise agreed, within seven days from the date the Purchaser files a request for either a No Action Letter or an advance ruling certificate, the Purchaser and the Company shall each file their respective pre-merger notification forms pursuant to Part IX of the Competition Act; (iii) as soon as reasonably practicable, and in any event within 10 Business Days after the date of the Arrangement Agreement, the Purchaser and the Company shall submit an appropriate filing of a notification and report form pursuant to the HSR Act; and (iv) the Purchaser shall pay any filing fee payable to a Governmental Entity in connection with obtaining the Regulatory Approvals.

The Purchaser and the Company have agreed to certain additional covenants in respect of the Regulatory Approvals, including, but not limited, to (i) coordinate and cooperate with one another in connection with obtaining the Regulatory Approvals, and (ii) promptly notify the other Parties if it becomes aware that any application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation, or that any

Regulatory Approval contains a Misrepresentation or was obtained following the submission of any application, filing, document or other submission that contained a Misrepresentation.

Covenants of the Company Regarding Non-Solicitation

Except as expressly provided in the Arrangement Agreement, the Company shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively "**Representatives**") or otherwise, and shall not permit any such Person to: (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that the Company may (a) communicate with any Person for the sole purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person, (b) advise any Person of the restrictions of the Arrangement Agreement, and (c) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal; (iii) make a Change in Recommendation; (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal; or (v) enter into or publicly propose to enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with the Arrangement Agreement).

Notice of Acquisition Proposals

If the Company, any of its Subsidiaries or any of their respective Representatives receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries in connection with any proposal that constitutes or would reasonably be expected to lead to, or that is otherwise in respect of, an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company shall: (i) promptly notify the Purchaser, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all agreements and documents received in respect of, from or on behalf of such Person; and (ii) keep the Purchaser reasonably informed of the status of all developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, and any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall respond as promptly as practicable to the Purchaser's reasonable questions with respect thereto.

Responding to an Acquisition Proposal

Notwithstanding the Company's covenants relating to non-solicitation referenced above, if at any time, prior to obtaining the approval of the Shareholders of the Arrangement Resolution, the Company receives a bona fide written Acquisition Proposal, the Company may engage in or participate in discussions with such Person regarding such Acquisition Proposal and provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if: (i) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal; (ii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction; (iii) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person having terms that are not less onerous than those set out in the Confidentiality Agreement and any such copies, access or disclosure provided to such Person shall have already been (or shall reasonably promptly be) provided to the Purchaser; and (iv) the Company promptly provides the Purchaser with, prior to providing any such

copies, access or disclosure, a true, complete and final executed copy of such confidentiality agreement with such Person.

Right to Match

If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Shareholders, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if: (i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction; (ii) the Company has delivered to the Purchaser a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with a copy of the definitive agreement for the Superior Proposal and disclosure as to the value, expressed in dollars, that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal (collectively, the "**Superior Proposal Notice**"); (iii) at least five Business Days (the "**Matching Period**") have elapsed from the date on which the Purchaser received the Superior Proposal Notice; (iv) during any Matching Period, the Purchaser has had the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal; (v) if the Purchaser has offered to amend the Arrangement Agreement and the Arrangement pursuant to the immediately following paragraph, the Board has determined in good faith, after consultation with the Company's financial advisors and outside legal counsel, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser; (vi) the Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure of the Board to enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and (vii) prior to or concurrently with entering into such definitive agreement, the Company terminates the Arrangement Agreement prior to the approval by the Shareholders of the Arrangement Resolution and pays the Termination Amount.

During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (i) the Board shall review any offer made by the Purchaser to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) if it would no longer constitute a Superior Proposal, the Company shall negotiate in good faith with the Purchaser to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser, and the Company and the Purchaser shall amend the Arrangement Agreement to reflect such offer made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment to any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal, and the Purchaser shall be afforded an additional five Business Day Matching Period from the date on which the Purchaser received the Superior Proposal Notice.

The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser and its legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its legal counsel.

If the Company provides a Superior Proposal Notice to the Purchaser on a date that is less than 10 Business Days before the Meeting, the Company may, and shall at the request of Purchaser, postpone the Meeting to a date that is not more than 15 Business Days after the scheduled date of the Meeting (and, in any event, prior to the Outside Date).

Mutual Conditions Precedent

The completion of the Arrangement is subject to the following conditions precedent which may only be waived with the mutual consent of the Company and the Purchaser:

i. *Arrangement Resolution*. Approval by the Shareholders of the Arrangement Resolution at the Meeting in accordance with the Interim Order.

ii. *Interim and Final Orders*. The Interim Order and the Final Order each having been obtained on terms consistent with the Arrangement Agreement and not having been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.

iii. *Key Regulatory Approvals*. Each of the Key Regulatory Approvals having been made, given or obtained and not having been modified in any material respect.

iv. *Articles of Arrangement*. The Articles of Arrangement to be sent to the Director under the CBCA shall be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

v. *Illegality*. No Law is in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from consummating the Arrangement.

Other than the Key Regulatory Approvals, no other third party or other consents are required to be obtained as condition precedents to closing.

Conditions to Closing

Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Arrangement is subject to the following conditions:

i. *Representations and Warranties*. (i) The representations and warranties of the Company in respect of organization and qualification, corporate authorization, execution and binding obligation, non-contravention of constating documents and brokers being true and correct in all respects as of the Effective Time; (ii) the representations and warranties of the Company in respect of capitalization and subsidiaries being true and correct in all respects (except for *de minimis* inaccuracies) as of the date of the Arrangement Agreement and true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions, events or circumstances permitted under the Arrangement Agreement) as of the Effective Time; and (iii) all other representations and warranties of the Company set forth in the Arrangement Agreement being true and correct in all respects (disregarding any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the Effective Time, as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except in the case of (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and the Company having delivered a certificate confirming same to the Purchaser, executed by two executive officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

ii. *Covenants*. The Company shall have fulfilled or complied in all material respects with each of the covenants of the Company contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date which shall have not been waived by the Purchaser, and shall have delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

iii. *Dissent Rights*. The aggregate number of Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 10% of the issued and outstanding Common Shares.

iv. *No Material Adverse Effect*. Since the date of the Arrangement Agreement, there shall not have occurred a Material Adverse Effect that has not been cured.

Conditions in Favour of the Company

The obligation of the Company to complete the Arrangement is subject to the following conditions:

i. *Representations and Warranties*. (i) The representations and warranties of the Purchaser in respect of organization and qualification, corporate authorization, execution and binding obligation, non-contravention of constating documents and financing arrangements shall be true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time, as if made at and as of such time; and (ii) all other representations and warranties of the Purchaser set forth in the Arrangement Agreement shall be true and correct in all respects (disregarding any materiality qualifications contained in any such representation or warranty) as of the date of the Arrangement Agreement, and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except in the case of (ii) where the failure to be so true and correct in all respects, individually and in the aggregate, would not reasonably be expected to materially impede or delay the completion of the Arrangement, and the Purchaser having delivered a certificate confirming same to the Company, executed by two senior officers of the Purchaser (in each case without personal liability) addressed to the Company and dated the Effective Date.

ii. *Covenants*. The Purchaser shall have fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time which shall not have been waived by the Company, and the Purchaser shall have delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

iii. *Payment of Consideration*. Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained in the Arrangement Agreement in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser shall have complied with its obligations under Section 2.9 of the Arrangement Agreement and the Depositary will have confirmed to the Company receipt from or on behalf of the Purchaser of the funds and Exchangeable LP Units contemplated by Section 2.9 of the Arrangement Agreement.

Termination of the Arrangement Agreement

Termination by Either Party

The Arrangement Agreement may be terminated at any time prior to the Effective Time by mutual written agreement of the Company and the Purchaser, or by either the Company or the Purchaser if: (i) the Required Approval is not obtained at the Meeting in accordance with the Interim Order, provided that a Party may not terminate the Arrangement Agreement if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement; (ii) after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from completing the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate the Arrangement Agreement has used its commercially reasonable efforts or, in respect of the Key Regulatory Approvals, the efforts required by its covenants under the Arrangement Agreement to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or (iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate the Arrangement Agreement for such reason if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement.

Termination by the Company

The Company may terminate the Arrangement Agreement if (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under the Arrangement Agreement occurs that would cause the conditions relating to the Purchaser's representations, warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of the Arrangement Agreement so as to cause any mutual conditions or conditions in favour of the Purchaser not to be satisfied; (ii) prior to the approval by the Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into a definitive written agreement (other than a permitted confidentiality agreement) with respect to a Superior Proposal and prior to or concurrently with such termination the Company pays the Termination Amount (if applicable) pursuant to the Arrangement Agreement; or (iii) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained in the Arrangement Agreement in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depositary sufficient funds and Exchangeable LP Units to satisfy the aggregate Consideration payable to the Shareholders and sufficient funds to satisfy the payments to Company Optionholders and holders of Company DSUs, COO PSUs and Company PSUs pursuant to the Arrangement Agreement.

Termination by the Purchaser

The Purchaser may terminate the Arrangement Agreement if: (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under the Arrangement Agreement occurs that would cause the conditions relating to the Company's representations, warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided the Purchaser is not then in breach of the Arrangement Agreement so as to cause the mutual conditions or conditions in favour of the Company not to be satisfied; (ii) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to the Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition Proposal's public announcement or the Company breaches the non-solicitation covenants contained in the Arrangement Agreement in any material respect; or (iii) there has occurred a Material Adverse Effect on or after the date of the Arrangement Agreement that is incapable of being cured on or prior to the Outside Date.

Termination Amount

The Company has agreed to pay to the Purchaser the Termination Amount of Cdn $111,000,000, if: (i) the Purchaser terminates the Arrangement Agreement in connection with the failure of the Board to unanimously recommend the Arrangement, including a Change in Recommendation by the Board; (ii) the Company terminates the Arrangement Agreement because, prior to the Meeting, the Board has authorized the Company to enter into a written agreement (other than a confidentiality agreement) with respect to a Superior Proposal; or (iii) the Company or the Purchaser terminates the Arrangement Agreement because the Required Approval has not been obtained if (a) prior to such termination an Acquisition Proposal (with references to "20% or more" in the definition thereof being deemed to be references to "50% or more") is proposed, offered or publicly announced or otherwise publicly disclosed by any Person (other than the Purchaser or any of its affiliates) or any Person (other than the Purchaser or any of its affiliates) shall have publicly announced an intention to do so; and (b) within 6 months following the date of such termination, (X) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in paragraph (a) above) is consummated, or (Y) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a Contract in respect of an Acquisition Proposal, and such Acquisition Proposal is later consummated (whether or not within 6 months after such termination).

Shareholder Approval of the Arrangement

At the Meeting, pursuant to the Interim Order, Shareholders will be asked to approve the Arrangement Resolution. Each Shareholder as at the Record Date shall be entitled to vote on the Arrangement Resolution.

The Arrangement Resolution, the full text of which is set forth on Appendix A to this Circular, must be approved by (i) not less than two-thirds (66 2/3%) of the votes cast by Shareholders present in person or by proxy at the Meeting;

and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Common Shares owned by Mr. John Macdonald, a former director and officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.

The Arrangement Resolution must receive the requisite Shareholder approval in order for the Company to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

Support and Voting Agreements

The following is a summary of the material terms of the Support and Voting Agreements and is subject to, and qualified in its entirety by, the full text of the Support and Voting Agreements, the form of which is attached as Appendix J. Shareholders are urged to review the form of Support and Voting Agreement in its entirety.

In connection with the Arrangement, the Purchaser entered into Support and Voting Agreements with each of the directors and Executive Officers and a former director and officer of the Company, pursuant to which, among other things, the Supporting Shareholders have agreed to vote or cause to be voted the Subject Shares held by such Supporting Shareholder or acquired by the Supporting Shareholder at any time prior to the Record Date of the Meeting in favour of the Arrangement. The Supporting Shareholders have also agreed not to, among other things:

(a) option for sale, offer, sell, transfer, assign, exchange, gift, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein (legal or equitable), to any Person or agree to do any of the foregoing, except in accordance with the Support and Voting Agreement;

(b) grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Shareholders or give consents or approval of any kind with respect to any of the Subject Shares, except to the extent contemplated by the Support and Voting Agreement;

(c) exercise the voting rights attaching to the Subject Shares in respect of any proposed action by the Company in a manner which would reasonably be expected to prevent or materially delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement;

(d) make any statements which may reasonably be construed as being against the transactions contemplated by the Arrangement Agreement or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, delaying or varying the transaction or any aspect thereof, including not exercise any securityholder rights or remedies available at common law or pursuant to applicable Securities Laws; or

(e) directly, or indirectly, through any of its subsidiaries' respective officers, directors, employees, representatives or agents: (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser and its representatives) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to, an Acquisition Proposal; or, (iii) enter into or publicly propose to enter into, any Contract in respect of an Acquisition Proposal.

The Supporting Shareholders may terminate their respective Support and Voting Agreements, upon written notice to the Purchaser if: (i) the Purchaser, without the prior written consent of the Supporting Shareholder, decreases the amount of the consideration per Common Share payable pursuant to the Arrangement; or (ii) the Purchaser, without the prior written consent of the Supporting Shareholder, otherwise varies the terms of the Arrangement Agreement in a manner that is materially adverse to the Supporting Shareholder.

The Purchaser may terminate any of the Support and Voting Agreements upon written notice to the applicable Supporting Shareholder if: (i) the Supporting Shareholder has not complied in all material respects with its covenants to the Purchaser contained in the Support and Voting Agreement; (ii) any of the representations and warranties of the Supporting Shareholder contained in the Support and Voting Agreement is untrue or inaccurate in any material respect; or (iii) the Company has not complied in all material respects with its covenants to the Purchaser under the Arrangement Agreement.

Other than as set out above, each Support and Voting Agreement will terminate on the earliest of: (i) the date upon which the Supporting Shareholder and the Purchaser mutually agree to terminate the Support and Voting Agreement; (ii) the termination of the Arrangement Agreement in accordance with its terms; or (iii) the Effective Time.

Sources of Funds for the Arrangement

The Purchaser has represented and warranted to the Company that the Purchaser will have at the Effective Time sufficient funds available to satisfy the aggregate amount payable by the Purchaser pursuant to the Arrangement in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, and to satisfy all other obligations payable by the Purchaser pursuant to the Arrangement Agreement and the Arrangement. The Purchaser has represented that the proceeds contemplated by the Equity Commitment Letter will in the aggregate be sufficient for the Purchaser to pay the aggregate Cash Consideration. The Purchaser's obligations under the Arrangement Agreement are not subject to any conditions regarding the ability of the Purchaser or any other Person to obtain financing for the Arrangement and the transactions contemplated by the Arrangement Agreement.

Guarantee

Pursuant to the Arrangement Agreement, the Guarantors jointly and severally, unconditionally and irrevocably guaranteed, in favour of the Company, the due and punctual performance (and where applicable, payment) by the Purchaser of the Purchaser's obligations and liabilities under the Arrangement Agreement and the Plan of Arrangement, including providing the Depositary with sufficient funds to pay the aggregate amount payable to Shareholders pursuant to the Arrangement and all related or other fees and expenses for which the Purchaser is responsible under the terms of the Arrangement Agreement. The Guarantors agreed that the Company shall not have to proceed first against the Purchaser in respect of any such matter before exercising its rights under the guarantee against the Guarantors and agreed to be liable for all guaranteed obligations as if it were the principal obligor of such obligations.

Court Approval of the Arrangement and Completion of the Arrangement

The Arrangement requires approval by the Court under section 192 of the CBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached hereto as Appendix B.

Subject to the terms of the Arrangement Agreement and the Interim Order and provided that the Arrangement Resolution receives the Required Shareholder Approval at the Meeting, the hearing in respect of the Final Order is scheduled to take place on or about October 1, 2018 at the Courthouse at 330 University Avenue, 8th Floor, Toronto, ON, or as soon thereafter as is reasonably practicable. A copy of the Notice of Application in connection with the Final Order is attached hereto as Appendix C.

At the hearing, any Shareholder and any interested party who wishes to participate, to appear, to be represented, and/or to present evidence or arguments may do so, subject to filing with the Court and serving upon the Company a Notice of Appearance together with any evidence or materials that such party intends to present to the Court on or before 5:00 p.m. (Toronto time) on September 25, 2018. Service of such notice shall be effected by service upon the

solicitors for the Company: Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, 40th Floor, Toronto, ON M5V 3J7, Attention: Brett Seifred.

The Court will consider, among other things, the fairness and reasonableness of the Arrangement and the rights of every Person affected. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. If any such amendments are made, depending on the nature of the amendments, the Company and the Purchaser may not be obligated to complete the transactions contemplated in the Arrangement Agreement. If the hearing is postponed, adjourned or rescheduled then, subject to further direction of the Court, only those Persons having previously served and filed a Notice of Appearance in compliance with the Interim Order will be given notice of the new date.

Assuming the Final Order is granted and the other conditions to closing contained in the Arrangement Agreement are satisfied or waived to the extent legally permissible, then Articles of Arrangement will be filed with the Director to give effect to the Arrangement. It is currently anticipated that the Effective Date of the Arrangement will be in the fourth quarter of 2018, but it is not possible to state with certainty when or if the Effective Date of the Arrangement will occur.

Although the Company's and the Purchaser's objective is to have the Effective Date occur as soon as possible after the Meeting and receipt of the Key Regulatory Approvals, the Effective Date could be delayed for a number of reasons, including, but not limited to, an objection before the Court at the hearing of the application for the Final Order or any delay in obtaining any required approvals or clearances. The Company or the Purchaser may determine not to complete the Arrangement without prior notice to or action on the part of Shareholders. See *"The Arrangement Agreement — Termination of the Arrangement Agreement"*.

Regulatory Matters

To the best of the knowledge of the Company, there are no filings, consents, waiting periods or approvals required to be made with, applicable to, or required to be received from any Governmental Entity prior to the Effective Date in connection with the Arrangement, except as described below and the Court's approval of the Final Order, which is a condition to the completion of the Arrangement. If any additional filings or consents are required, such filings or consents will be sought but these additional requirements could delay the Effective Date or prevent the completion of the Arrangement.

Competition Act Approval

Part IX of the Competition Act requires that the parties to certain classes of transactions provide prescribed information to the Commissioner of Competition where the applicable thresholds set out in sections 109 and 110 of the Competition Act are exceeded and no exemption applies ("**Notifiable Transactions**").

Subject to certain limited exemptions, a Notifiable Transaction cannot be completed until the parties to the transaction have each submitted the information prescribed pursuant to subsection 114(1) of the Competition Act to the Commissioner of Competition (a "**Notification**") and the applicable waiting period has expired or been terminated early by the Commissioner of Competition. The waiting period is 30 days after the day on which the parties to the Notifiable Transaction have both submitted their respective prescribed information. The parties are entitled to complete their Notifiable Transaction at the end of the 30-day period, unless the Commissioner of Competition notifies the parties that additional information that is relevant to the Commissioner of Competition's assessment of the Notifiable Transaction is required (a "**Supplementary Information Request**"). In the event that the Commissioner of Competition provides the parties with a Supplementary Information Request, the Notifiable Transaction cannot be completed until 30 days after compliance with such Supplementary Information Request, provided that there is no order issued by the Competition Tribunal in effect prohibiting completion at the relevant time.

A Notifiable Transaction may be completed before the end of the applicable waiting period if the Commissioner of Competition notifies the parties that he does not, at that time, intend to challenge the transaction by making an application under section 92 of the Competition Act (a "**No Action Letter**"). In such a case, the Commissioner of Competition will reserve the right to challenge the transaction before the Competition Tribunal at any time within one year of the transaction being completed. Alternatively, or in addition to filing a Notification, the parties to a Notifiable Transaction may apply to the Commissioner of Competition under Subsection 102(1) of the Competition

Act for an advance ruling certificate (an "**ARC**") formally confirming that the Commissioner of Competition is satisfied that he does not have sufficient grounds on which to apply to the Competition Tribunal for an order under section 92 of the Competition Act to prohibit the completion of the transaction. Upon the issuance of an ARC, the parties to a Notifiable Transaction are legally entitled to complete their transaction.

Whether or not a merger is subject to notification under Part IX of the Competition Act, the Commissioner of Competition can apply to the Competition Tribunal for a remedial order under section 92 of the Competition Act at any time before the merger has been completed or, if completed, within one year after it was substantially completed, provided that, subject to certain exceptions, the Commissioner of Competition did not issue an ARC in respect of the merger. On application by the Commissioner of Competition under section 92 of the Competition Act, the Competition Tribunal may, where it finds that the merger prevents or lessens, or is likely to prevent or lessen, competition substantially, order that the merger not proceed or, if completed, order its dissolution or the disposition of the assets or shares acquired; in addition to, or in lieu thereof, with the consent of the Person against whom the order is directed and the Commissioner of Competition, the Competition Tribunal may order a Person to take any other action.

The Arrangement is a Notifiable Transaction. On August 16, 2018, the Parties submitted a request to the Commissioner for an ARC or, in the alternative, a No Action Letter, thereby commencing the Commissioner of Competition's review of the Arrangement.

HSR Approval

Under the HSR Act, the Parties must file a notification and report form with the Federal Trade Commission and the Antitrust Division of the Department of Justice (jointly "**Antitrust Agencies**") and observe a mandatory pre-merger waiting period before completing the transaction. The Purchaser and the Company filed their required HSR Act notification and report form with respect to the transaction on August 16, 2018 and August 17, 2018, respectively.

The submission of the HSR Act notification and report form triggers an initial 30 day waiting period. In their HSR notification and report forms, each of the Parties requested early termination of the initial 30 day HSR Act waiting period. The Antitrust Agencies may, in their discretion, grant the Parties' request for early termination of the initial 30-day HSR Act waiting period. If the Antitrust Agencies take no action, at the end of the initial 30-day waiting period, the Parties may close the transaction. Before the end of the initial 30 day waiting period, one of the Antitrust Agencies may issue a "request for additional information and documentary materials" (a "**Second Request**"). Should the Parties receive a Second Request, they must substantially comply with the Second Request and then observe an additional 30-day waiting period before closing the transaction.

If, following investigation, one of the Antitrust Agencies concludes that the transaction would substantially lessen competition in any line of commerce in any section of the United States or otherwise result in a violation of U.S. antitrust laws, such Antitrust Agency may file a motion for injunctive relief in federal district court to challenge the transaction. If an Antitrust Agency does not file such a motion, or if a court denies the motion, the Parties would be free to close the transaction upon expiration of the 30-day waiting period. The Antitrust Agencies may challenge a transaction either before or after termination of the applicable 30-day waiting period, and the termination of the applicable HSR Act waiting period does not preclude the Antitrust Agencies from subsequently bringing an action to challenge the transaction.

Interests of Certain Persons in the Arrangement

In considering the Arrangement and the recommendations of the Special Committee and the Board with respect to the Arrangement, Shareholders should be aware that certain Executive Officers and directors of the Company have certain interests that are, or may be, different from, or in addition to, the interests of other Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board is aware of these interests and considered them along with the other matters described above in "*The Arrangement – Reasons for the Recommendations*". These interests include those described below.

Common Shares

The directors and Executive Officers and a former director and officer of the Company, and their associates, beneficially own, control or direct, directly or indirectly, an aggregate of 876,461 Common Shares. Pursuant to the Support and Voting Agreements, the directors and Executive Officers and a former director and officer of the Company agreed with the Purchaser to vote or cause to be voted 714,338 Common Shares, which do not include Common Shares owned by associates of the directors and Executive Officers of the Company and a former director and officer, in favour of the Arrangement Resolution.

All of the Common Shares held by such directors and Executive Officers and a former director and officer of the Company will be treated in the same fashion under the Arrangement as Common Shares held by any other Shareholder. If the Arrangement is completed, the directors and Executive Officers and a former director and officer of the Company and their associates will receive, in exchange for such Common Shares, Cash Consideration and/or Unit Consideration, depending on the election made and subject to proration as described above in "*The Arrangement – Arrangement Mechanics*". Should such directors and Executive Officers and a former director and officer elect for all Cash Consideration, they will receive an aggregate of approximately $25,417,369 (prior to deduction of applicable withholdings).

Company Options, Matching Shares, Company DSUs, Company PSUs and COO PSUs

The directors and Executive Officers and a former director and officer of the Company own an aggregate of 1,114,179 Company Options, 2,743 Matching Shares, 356,778 Company DSUs, 290,195 Company PSUs and 14,159 COO PSUs.

Each Company Option issued and outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally vested and exercisable and, without further action by or on behalf of the holders thereof, shall be deemed to be assigned and transferred by the Company Optionholder thereof to the Company pursuant to the Plan of Arrangement, and each such Company Option will be cancelled in exchange for the payment by the Company to the holder thereof of the Option Consideration, in each case less applicable withholdings.

Pursuant to the Arrangement, if any Company DSUs, Company PSUs or COO PSUs remain outstanding at the Effective Time (whether vested or unvested), such Company DSUs, Company PSUs or COO PSUs shall be assigned and transferred to the Company pursuant to the Plan of Arrangement and such Company DSUs, Company PSUs or COO PSUs shall be cancelled, and the holders of such outstanding Company DSUs, Company PSUs or COO PSUs will receive, in respect of the Company DSUs and COO PSUs, a cash payment from the Company equal to the Cash Consideration for each Company DSU and COO PSU and, in respect of each Company PSU, a cash payment from the Company equal to the Cash Consideration multiplied by the applicable Performance Factor for each Company PSU held, less any applicable withholdings with respect to such payment.

In accordance with the terms of the Employee Share Purchase Plan, in connection with the Arrangement, all unvested Matching Shares outstanding under the Employee Share Purchase Plan will be immediately vested. The Matching Shares will be acquired in the open market and awarded to Participants by no later than the Business Day prior to the Effective Date. Due to the timing of the award of Matching Shares, holders of Matching Shares will not have the option to elect for the Unit Consideration in respect of the Matching Shares received after the Record Date, and will therefore receive the Cash Consideration in accordance with the Plan of Arrangement.

If the Arrangement is completed, the directors and Executive Officers and a former director and officer of the Company will receive an aggregate of approximately $15,714,796 in exchange for the Company Options, $79,547 in exchange for Matching Shares, $10,346,562 in exchange for the DSUs, $8,526,099 in exchange for the Company PSUs and $410,615 in exchange for the COO PSUs, each prior to the deduction of applicable withholdings.

Securities held by Executive Officers and Directors of the Company

The table below sets out for each Executive Officer and director and a former director and officer of the Company, as of the date of this Circular, the number of: (i) Common Shares held; (ii) Company Options held; (iii) Matching Shares to be awarded; (iv) Company DSUs held; (v) Company PSUs held; and (vi) COO PSUs held.

Individual	Common Shares	Company Options	Matching Shares	Company DSUs	Company PSUs	COO PSUs
John A. Macdonald	489,467	703,264	527		91,981	-
Jim Pantelidis	128,762	-	-	206,503	-	-
Lisa de Wilde	5,250	-	-	43,370	-	-
Jerry Patava	22,589	-	-	40,137	-	-
Michael Rousseau	32,000	-	-	40,137	-	-
Grace Palombo	2,000	-	-	23,200	-	-
John W. Chandler	-	-	-	3,431	-	-
Scott Boose	8,626	-	304	-	44,453	-
John Toffoletto	160,374	138,101	534	-	27,568	-
Geoff Lowe	-	-	-	-	16,418	-
Colleen Bailey Moffitt	605	51,727	205	-	12,023	-
Jenine Krause	20,177	125,684	-	-	41,543	14,159
Brian Schmitt	2,493	-	636	-	19,733	-
Irene Zaguskin	1,125	53,305	537	-	18,697	-
John Piercy	3,000	42,098	-	-	17,779	-

Employment Agreements and Retainers

The company has entered into an employment agreement with Colleen Bailey Moffitt, Chief Human Resources Officer (the "**Employment Agreement**"). The Employment Agreement provides that in the event employment is terminated without cause within the 12-month period after a change of control, then she is entitled to receive: (i) a salary continuance of 12 months plus annual bonus at target, payable as a lump sum at her election. In addition, Colleen Bailey Moffitt's entitlement to benefit coverage or pay in lieu of benefits continues for a period of 12 months from the date she is terminated (subject to certain exclusions).

Insurance Indemnification of Directors and Officers of the Company

The Arrangement Agreement provides that the Company shall, subject to certain limitations purchase and fully pay a single premium for customary "tail" policies of directors' and officers' liability insurance, providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Company which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser shall, or shall cause the Company and its

Subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date. In addition, the Purchaser has agreed that it will cause the Company and its Subsidiaries to honour all rights to indemnification or exculpation existing prior to the date of the Arrangement Agreement in favour of present and former employees, senior officers and directors of the Company and its Subsidiaries to the extent disclosed to the Purchaser prior to the date of the Arrangement Agreement.

Expenses

The estimated fees, costs and expenses of the Company in connection with the Arrangement contemplated herein including, without limitation, financial advisors' fees, filing fees, special committee, legal and accounting fees, proxy solicitation fees and printing and mailing costs, but excluding payments made by the Company pursuant to the Arrangement, are anticipated to be approximately $32 million, based on certain assumptions.

Procedure for Exchange of Certificates by Shareholders

Payment in Respect of Common Shares

Enclosed with this Circular are Letter of Transmittal and Election Forms which, when properly completed and duly executed and returned together with the any certificate or certificates representing Common Shares and all other required documents, will enable each Registered Shareholder (other than Dissenting Holders) to obtain the Consideration that such Registered Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) representing the Common Shares for the Consideration under the Arrangement. A Registered Shareholder will not receive Consideration under the Arrangement until after the Arrangement is completed and the Registered Shareholder has returned their properly completed documents, including the applicable Letter of Transmittal and Election Form and certificate(s) representing the Common Shares to the Depositary.

Only Registered Shareholders are required to submit a Letter of Transmittal and Election Form. **A Beneficial Shareholder holding Common Shares through an Intermediary should contact that Intermediary for instructions and assistance in depositing their Common Shares and carefully follow any instructions provided by such Intermediary.**

From and after the Effective Time, all certificates or book-based holdings that represented Common Shares immediately prior to the Effective Time will cease to represent any rights with respect to Common Shares, and will only represent the right to receive the Consideration or, in the case of Dissenting Holders, the right to receive fair value for their Common Shares.

Unless otherwise specified in the Letter of Transmittal and Election Form: (i) a certificate representing the Unit Consideration or written evidence of the book entry issuance in uncertificated form; and (ii) a cheque for the Cash Consideration, as applicable, representing the aggregate Cash Consideration payable under the Arrangement to the former Registered Shareholder who has complied with the procedures set forth above and in the Letter of Transmittal and Election Form will, as soon as practicable after the Effective Date and after the receipt of all required documents: (A) be forwarded to the former holder at the address specified in the Letter of Transmittal and Election Form by first class mail; or (B) be made available at the offices of the Depositary for pick-up by the holder, as requested by the holder in the Letter of Transmittal and Election Form. If no address is provided on the Letter of Transmittal and Election Form, cheques and certificates will be forwarded to the address of the holder as shown on the register maintained by the Transfer Agent. Under no circumstances will interest accrue or be paid by the Company, the Purchaser, the Guarantors or the Depositary on the Consideration for the Common Shares to Persons depositing Common Shares with the Depositary, regardless of any delay in making any payment for the Common Shares. The Depositary will act as the agent of Persons who have deposited Common Shares pursuant to the Arrangement for the purpose of receiving and transmitting the Consideration to such Persons, and receipt of the Consideration by the Depositary will be deemed to constitute receipt of payment by Persons depositing Common Shares. Upon the surrender of the certificate(s) representing the Common Shares such Common Shares shall forthwith be cancelled.

The method of delivery of certificates representing Common Shares and all other required documents is at the option and risk of the Person depositing their Common Shares. Any use of mail to transmit certificate(s)

representing Common Shares and the Letter of Transmittal and Election Form is at each holder's risk and documents so mailed shall be deemed to have been received by the Company upon actual receipt by the Depositary. The Company recommends that such certificate(s) and other documents be delivered by hand to the Depositary and a receipt therefore be obtained or that registered mail be used (with proper acknowledgment) and appropriate insurance be obtained.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to the Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration deliverable in accordance with such holder's Letter of Transmittal and Election Form. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration is to be delivered shall as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Payment in respect of Company Options, Company DSUs, Company PSUs and COO PSUs

As soon as practicable after the Effective Date, the Company shall pay the amounts, net of applicable withholdings, to be paid to holders of Company Options, Company DSUs, Company PSUs and COO PSUs, either (i) pursuant to the normal payroll practices and procedures of the Company, or (ii) in the event that payment pursuant to the normal payroll practices and procedures of the Company is not practicable for any such holder, by cheque (delivered to such holder of Company Options, Company DSUs, Company PSUs and COO PSUs, as applicable, as reflected on the register maintained by or on behalf of the Company in respect of the Company Options, Company DSUs, Company PSUs and COO PSUs).

Withholdings

Pursuant to the Arrangement Agreement and the Plan of Arrangement, the Company, Purchaser, Exchange LP and the Depositary will be entitled to deduct and withhold from any Consideration payable or otherwise deliverable to any Shareholder, and from any cash payment payable to any Company Optionholder, holders of Company DSUs, holders of Company PSUs and holders of COO PSUs, under the Plan of Arrangement such amounts as the Company, Purchaser, Exchange LP or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under applicable Law. For the purposes of such deduction and withholding all withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made.

Currency Election

If you are a Registered Shareholder, other than an Electing Canadian Shareholder, you will receive the Cash Consideration per Common Share in Canadian dollars unless you exercise the right to elect in your Letter of Transmittal and Election Form to receive the Cash Consideration per Common Share in respect of your Common Shares in U.S. dollars. If you do not make an election in your Letter of Transmittal and Election Form, you will receive payment in Canadian dollars.

If you are a Beneficial Shareholder, other than an Electing Canadian Shareholder, you will receive the Cash Consideration per Common Share in Canadian dollars unless you contact the Intermediary in whose name your Common Shares are registered and request that the intermediary make an election on your behalf. If your Intermediary does not make an election on your behalf, you will receive payment in Canadian dollars.

An Electing Canadian Shareholder who elects for the Unit Consideration can elect to receive U.S. dollars in respect of any Cash Consideration they will be receiving by indicating so in their Letter of Transmittal and Election Form, or by requesting that the intermediary make such currency election on their behalf.

The exchange rate that will be used to convert payments from Canadian dollars into U.S. dollars will be the rate established by Computershare Trust Company of Canada, in its capacity as foreign exchange service provider to the Company, on the date the funds are converted, which rate will be based on the prevailing market rate on the date the funds are converted. The risk of any fluctuations in such rates, including risks relating to the particular date and time at which funds are converted, will be solely borne by the Shareholder. Computershare Trust Company of Canada will act as principal in such currency conversion transactions.

Cancellation of Rights

To the extent that a Shareholder does not comply with this exchange procedure, as described in more detail in Section 4.1 of the Plan of Arrangement (attached as *Appendix E* hereto) on or before the fifth anniversary of the Effective Date, any Common Shares held by such Shareholder shall cease to represent a claim by, or interest of any kind or nature, against or in the Company or Purchaser. The Consideration that such Shareholder was otherwise entitled to receive shall be deemed to have been surrendered and shall be automatically cancelled.

Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the fifth anniversary of the Effective Time, and any right or claim to payment under the Plan of Arrangement that remains outstanding on the fifth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable Consideration for the Common Shares, the Company Options, the Company DSUs, Company PSUs and COO PSUs pursuant to the Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

Stock Exchange Listings

Common Shares

It is expected that the Common Shares will be de-listed from the TSX after the Effective Date.

The closing price per share of the Common Shares on July 31, 2018, the last full trading day on the TSX before the public announcement of the proposed Arrangement, was $18.91, and on August 21, 2018, the last full trading day on the TSX before the date of this Circular, the closing price per share of the Common Shares was $28.80.

Canadian Securities Law Matters

Distribution of Exchangeable LP Units

The issuance of the Exchangeable LP Units pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Securities Laws and is exempt from or otherwise is not subject to the registration requirements under applicable Securities Laws. The Exchangeable LP Units are not transferable. For additional details, see *Appendix H "Description of the Exchangeable LP Units"*.

Exemption from Reporting Issuer Obligations for Exchange LP

Prior to completion of the Arrangement, Exchange LP will not be a reporting issuer or the equivalent in any jurisdiction and will not have any securities listed on any stock exchange. As of the Effective Time, Exchange LP will become a reporting issuer in the provinces of Canada in which BIP is currently a reporting issuer by virtue of the completion of the Arrangement. Pursuant to section 13.3 of National Instrument 51-102 – *Continuous Disclosure Requirements* ("**NI 51-102**"), Exchange LP will be exempt from Canadian continuous disclosure requirements, so long as the requirements of section 13.3 of NI 51-102 are satisfied, including that Exchange LP sends to holders of Exchange LP Units, in the manner and at the time required by Canadian Securities Laws, all financial and other continuous disclosure documents that BIP sends to its unitholders.

Minority Approval under MI 61-101

The Company is a reporting issuer (or its equivalent) in Ontario and Quebec (among other provinces) and accordingly is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among

security holders, generally requiring enhanced disclosure, approval by a majority of security holders excluding interested or related parties and/or, in certain instances, independent valuations and approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of security holders without their consent.

MI 61-101 provides that, in certain circumstances, where a "related party" (as defined in MI 61-101) of an issuer is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement transaction (such as the Arrangement), such transaction may be considered a "business combination" for the purposes of MI 61-101 and subject to minority approval requirements.

A "collateral benefit", as defined in MI 61-101, includes any benefit that a related party of the Company (which includes the directors and Executive Officers of the Company, and John Macdonald, a former director and officer of the Company) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of the Company. However, such a benefit will not constitute a "collateral benefit" provided that certain conditions are satisfied.

Under MI 61-101, a benefit received by a related party of the Company is not considered to be a "collateral benefit" if the benefit is received solely in connection with the related party's services as an employee, director or consultant of the Company or an affiliated entity and each of the following conditions are true (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement, (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner, (iii) full particulars of the benefit are disclosed in disclosure document for the transaction, and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially owned or exercised control or direction over less than 1% of the outstanding Common Shares (as calculated according to MI 61-101), or (B) (x) the related party discloses to an independent committee of the Company the amount of Consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the Common Shares beneficially owned by the related party, and (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (x), and (z) the independent committee's determination is disclosed in this Circular.

If a "related party" receives a "collateral benefit" in connection with the Arrangement, the Arrangement Resolution will require "minority approval" in accordance with MI 61-101. If "minority approval" is required, the Arrangement Resolution must be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by the "related parties" of the Company who receive a "collateral benefit" in connection with the Arrangement. This approval is in addition to the requirement that the Arrangement Resolution be approved by not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote.

Certain of the directors and Executive Officers and a former director and officer of the Company hold Company Options, Matching Shares, Company DSUs, Company PSUs and COO PSUs. If the Arrangement is completed, the vesting of all Company Options, Matching Shares, Company DSUs, Company PSUs and COO PSUs is to be accelerated and such directors and Executive Officers and a former director and officer holding Company Options, Matching Shares, Company DSUs, Company PSUs and COO PSUs are entitled to receive cash payments in respect thereof at the Effective Time. In addition, the Employment Agreement with Colleen Bailey Moffitt, Vice President, Human Resources, provides that in the event that her employment is terminated within a specified period of time in connection with a change of control, she is entitled to receive compensation. See *"The Arrangement — Interests of Certain Persons in the Arrangement"*. The accelerated vesting and cash payments related to the Company Options, Matching Shares, Company DSUs, Company PSUs and COO PSUs and the compensation payable pursuant to the Employment Agreement may be considered to be "collateral benefits" received by the applicable directors and Executive Officers and a former director and officer of the Company for the purposes of MI 61-101.

Following disclosure to the Special Committee and the Board by each of the directors and Executive Officers and a former director and officer of the Company, the Special Committee reviewed the Common Share ownership of each

of the directors and Executive Officers of the Company and a former director and officer (i.e. the related parties) and concluded that only John Macdonald holds greater than or equal to 1% of the outstanding Common Shares. Mr. Macdonald beneficially owns or exercises control or direction over 489,467 Common Shares (calculated in accordance with the provisions of MI 61-101), representing approximately 1.1% of the outstanding Common Shares. Furthermore, the Board has determined that the value of the benefit Mr. Macdonald will receive as a result of the Arrangement is greater than 5% of the Consideration to which he is entitled. As a result of the foregoing, the Common Shares Mr. Macdonald beneficially owns, directly or indirectly, or over which he has control or direction, will be excluded for the purpose of determining if minority approval of the Arrangement is obtained.

Given the relatively few Common Shares excluded, it is extremely unlikely that the approval of not less than two-thirds (66 2/3%) of the Common Shares represented in person or by proxy at the Meeting will not include the required approval of the minority for purposes of MI 61-101. However, to ensure complete compliance with all voting requirements under applicable Canadian Securities Laws, the requisite Shareholder approval for the Arrangement Resolution requires the approval of, among others, the majority of the Common Shares voted at the Meeting other than the votes excluded as discussed above.

The Company is not required to obtain a formal valuation under MI 61-101 as no "interested party" (as defined in MI 61-101) of the Company is, as a consequence of the Arrangement, directly or indirectly acquiring the Company or its business or combining with the Purchaser and neither the Arrangement nor the transaction contemplated thereunder is a "related party transaction" (as defined in MI 61-101) for which the Company would be required to obtain a formal valuation.

See *"The Arrangement — Interests of Certain Persons in the Arrangement"* for detailed information regarding the benefits and other payments to be received by each of the directors and Executive Officers and a former director and officer in connection with the Arrangement.

RISK FACTORS

In evaluating whether to approve the Arrangement Resolution, Shareholders should carefully consider the following risks related to the Arrangement. Additional risks and uncertainties, including those currently unknown to or considered immaterial by the Company, may also adversely affect the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement.

Risks Related to the Arrangement

Completion of the Arrangement is subject to receipt of regulatory approvals and satisfaction or waiver of several other conditions

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of the control of the Parties, including receipt of the Key Regulatory Approvals, receipt of the Required Shareholder Approval, the granting of the Final Order and the satisfaction of customary closing conditions. There can be no certainty, nor can the Parties provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, nor can there be any certainty of the timing of their satisfaction or waiver. Moreover, a substantial delay in obtaining satisfactory approvals could result in the Arrangement not being completed. If the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion thereof could have a negative impact on the Company's current business relationships (including with future and prospective employees, customers, suppliers and joint venture partners) and could have a material adverse effect on the current and future operations, financial condition and prospects of the Company.

The Arrangement Agreement may be terminated

The Arrangement Agreement may be terminated by the Company or the Purchaser in certain circumstances. Accordingly, there is no certainty, nor can the Company provide any assurance, that the Arrangement Agreement will not be terminated by the Company or the Purchaser before the completion of the Arrangement. Failure to complete the Arrangement could materially negatively impact the market price of the Common Shares. Moreover, if the Arrangement Agreement is terminated, there is no assurance that the Board will be able to find a party willing to pay

an equivalent or greater price for the Common Shares than the price to be paid pursuant to the terms of the Arrangement Agreement.

The Company will incur costs and may have to pay the Termination Amount

Certain costs relating to the Arrangement, such as legal, accounting and certain Financial Advisor fees, must be paid by the Company even if the Arrangement is not completed. If the Arrangement is not completed for certain reasons, the Company may be required to pay the Termination Amount to the Purchaser, the result of which could have a material adverse effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations. In addition, the Termination Amount may discourage other parties from making an Acquisition Proposal, even if such a transaction could provide better value to Shareholders than the Arrangement.

Failure to complete the Arrangement could negatively impact the Common Share price

If the Arrangement is not completed, the market price of the Common Shares may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed.

Third party business relationships

Third parties with which the Company currently does business or may do business with in the future, including industry partners, customers and suppliers, may experience uncertainty associated with the Arrangement, including with respect to current or future relationships with the Company or the Sponsor. Such uncertainty could have a material and adverse effect on the business, financial condition, results of operations or prospects of the Company.

Required Shareholder Approval

The Arrangement requires that the Arrangement Resolution be approved by (i) not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the Meeting; and (ii) a simple majority of the votes cast by the Shareholders present in person or by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. There can be no certainty, nor can the Company provide any assurance, that the Required Shareholder Approval will be obtained. If such approval is not obtained and the Arrangement is not completed, the market price of the Common Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Board decides to seek another arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or greater price for the Common Shares than the price to be paid pursuant to the Arrangement.

Interests of certain persons in the Arrangement

Certain directors and Executive Officers and a former director and officer of the Company may have interests in the Arrangement that may be different from, or in addition to, the interests of Shareholders generally including, but not limited to, those interests discussed under the heading *"The Arrangement — Interests of Certain Persons in the Arrangement"*. In considering the recommendation of the Board to vote in favour of the Arrangement Resolution, Shareholders should consider these interests.

Rights of Shareholders after the Arrangement

Following the completion of the Arrangement, Shareholders will no longer have an interest in the Company, its assets, revenues or profits. In the event that the value of Company's assets or business, prior, at or after the Effective Date, exceeds the implied value of the Company under the Arrangement, the Shareholders will not be entitled to additional consideration for their Common Shares.

The Arrangement will result in tax payable by most Canadian Shareholders

The Arrangement will be a taxable transaction for most Canadian Shareholders and, as a result, taxes will generally be required to be paid by such Shareholders on any income and gains that result from receipt of the Consideration under the Arrangement for Canadian income tax purposes. Canadian Shareholders who elect to receive Exchangeable LP Units may defer all or a portion of any capital gain that would otherwise be realized on the exchange of Common

Shares for Exchangeable LP Units, or in case of proration or a Partial Unit Election, Exchangeable LP Units and cash pursuant to the Arrangement by filing the appropriate tax elections. Such Canadian Shareholders are responsible for the validity, proper completion and timely filing of such elections. See "*Tax Considerations to Shareholders - Certain Canadian Federal Income Tax Considerations*". Shareholders are advised to consult with their own tax advisors to determine the tax consequences of the Arrangement to them.

Risks Relating to the Exchangeable LP Units

The exchange ratio is fixed

The exchange ratio of Common Shares to Exchangeable LP Units is fixed and will not increase or decrease due to fluctuations in the market price of BIP Units or the Common Shares. The market price of BIP Units or Common Shares could each fluctuate significantly prior to the Effective Date in response to various factors and events, including, without limitation, as a result of the differences between BIP's and the Company's actual financial or operating results and those expected by investors and analysts, changes in analysts' projections or recommendations, changes in general economic or market conditions, and broad market fluctuations. As a result of such fluctuations, historical market prices are not indicative of future market prices or of the market value of the Exchangeable LP Units that Shareholders may receive on the Effective Date. There can be no assurance that the market value of Exchangeable LP Units that Shareholders may receive on the Effective Date will equal or exceed the market value of the Common Shares held by such Shareholders prior to the Effective Date. Similarly, there can be no assurance that the trading price of BIP Units will not decline following the completion of the Arrangement.

The issuance of Exchangeable LP Units under the Arrangement may cause the market price of BIP Units to decline

As of August 14, 2018, there are approximately 276,785,243 BIP Units outstanding (392,610,235 BIP Units assuming the exchange of all of Brookfield's redeemable partnership units (see *Appendix I – Information about Brookfield Infrastructure Partners L.P. – Authorized and Outstanding Capital* for more details). A maximum of 15,000,000 Exchangeable LP Units will be issued in connection with the Arrangement, each of which is exchangeable into one BIP Unit. The issuance of these new BIP Units and their sale in the public market from time to time could have the effect of depressing the market price for BIP Units.

Shareholders may not receive their desired mix of Exchangeable LP Units and/or cash in the Arrangement due to proration

In light of the Maximum Unit Consideration available under the Arrangement, it is possible that Canadian Shareholders who elect to receive only Exchangeable LP Units for their Common Shares will receive a portion of their Consideration as cash due to proration.

There will be no trading market for Exchangeable LP Units

The Exchangeable LP Units will not be listed or quoted on a stock exchange and will not generally be transferable. Holders of Exchangeable LP Units wishing to sell their Exchangeable LP Units will have to exchange such units for BIP Units in accordance with their terms and sell the latter. As a result, it could take longer to liquidate an investment in Exchangeable LP Units than it would to liquidate an investment in BIP Units. If Exchangeable LP Units are held in certificated form, it will take longer to effect an exchange to BIP Units than if Exchangeable LP Units are held in book-based form through a broker. Accordingly, holders who receive Exchangeable LP Units in certificated form are encouraged to discuss with their broker moving their holdings to book-based form in order to facilitate a prompt exchange into BIP Units.

A transaction beyond the control of a holder of Exchangeable LP Units may result in a taxable event for such holder

The Arrangement has been structured to provide the opportunity for Canadian Shareholders to defer recognition of all or a portion of any gain otherwise realized on the Arrangement for Canadian federal income tax purposes. A holder of Exchangeable LP Units will, however, generally realize a gain or loss on a disposition of Exchangeable LP Units. Prior to the seventh anniversary of the Effective Date, Exchange LP may elect to redeem Exchangeable LP Units in limited circumstances, and Exchange LP may redeem the Exchangeable LP Units in any circumstances on or after the

seventh anniversary of the Effective Date. Thus, a holder of Exchangeable LP Units may have a taxable event in a transaction beyond such holder's control.

A redemption or exchange of Exchangeable LP Units will have Canadian tax consequences

The Arrangement provides the opportunity for a tax deferral to Electing Canadian Shareholders who receive Exchangeable LP Units pursuant to the Arrangement and file the appropriate tax elections. However, such Canadian Shareholders will generally only be able to obtain a Canadian tax deferral for as long as they hold the Exchangeable LP Units. The exchange of Exchangeable LP Units for BIP Units will be a taxable transaction for Electing Canadian Shareholders. See "*Tax Considerations to Shareholders - Certain Canadian Federal Income Tax Considerations*".

A Holder of Exchangeable LP Units Who Becomes a U.S. Resident will not be eligible to exchange its Exchangeable LP Units for BIP Units

An Electing Canadian Shareholder who receives Exchangeable LP Units as part of the Arrangement will not be eligible to exchange its Exchangeable LP Units for BIP Units if such Electing Canadian Shareholder resides in the United States at the time of the proposed exchange. If a holder of Exchangeable LP Units is ineligible to exchange its Exchangeable LP Units because of its U.S. residency, BIP will sell the equivalent number of BIP Units on the TSX that such Electing Canadian Shareholder would otherwise have been eligible to receive and remit the proceeds in cash to the Electing Canadian Shareholder in exchange for the Exchangeable LP Units. No assurance can be given that the prevailing market price at the time of sale by BIP of the BIP Units will be equal to the value that would be received by the Shareholder if it had received BIP Units and could exercise discretion over the terms under which it sold these securities.

Risks Relating to the BIP Units

BIP is subject to certain risks. Please refer to the disclosure contained under the heading "Risk Factors" as contained in BIP's Form 20-F, which is incorporated herein by reference, and elsewhere in the other documents filed by BIP and incorporated herein by reference (see "*Appendix I – Information About Brookfield Infrastructure L.P. - Documents Concerning BIP Incorporated by Reference*").

Future sales or issuances of BIP Units in the public markets, or the perception of such sales, could depress the market price of BIP Units

The sale or issuance of a substantial number of BIP Units or other equity-related securities in the public markets, or the perception that such sales could occur, could depress the market price of BIP Units and impair BIP's ability to raise capital through the sale of additional equity securities. BIP cannot predict the effect that future sales or issuances of BIP Units or other equity-related securities would have on the market price of BIP Units.

BIP unitholders do not have a right to vote on partnership matters or to take part in the management of BIP

BIP unitholders are not entitled to vote on matters relating to BIP, such as acquisitions, dispositions or financing, or to participate in the management or control of BIP. As a result, unlike holders of common stock of a corporation, BIP unitholders will not be able to influence the direction of BIP, including its policies and procedures, or to cause a change in its management, even if they are dissatisfied with BIP's performance. Consequently, BIP unitholders may be deprived of an opportunity to receive a premium for their BIP Units in the future through a sale of BIP and the trading price of BIP Units may be adversely affected by the absence or a reduction of a takeover premium in the trading price.

BIP is a Bermuda exempted limited partnership and it may not be possible for its investors to serve process on or enforce U.S. or Canadian judgments against it

BIP is a Bermuda exempted limited partnership and a substantial portion of its assets are located outside the United States and Canada. In addition, certain of the directors of the general partner of BIP and certain members of the senior management team who will be principally responsible for providing BIP with management services reside outside of Canada. As a result, it may be difficult or impossible for Canadian investors to effect service of process within Canada upon BIP or its directors and executive officers, or to enforce, against it or these persons, judgments obtained in the Canadian courts predicated upon the civil liability provisions of Canadian Securities Laws.

Risks Relating to the Company

If the Arrangement is not completed, the Company will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the Company's Annual Information Form for the year ended December 31, 2017 and the interim MD&A for the period ending June 30, 2018 which are available under the Company's profile on SEDAR at www.sedar.com.

TAX CONSIDERATIONS TO SHAREHOLDERS

Certain Canadian Federal Income Tax Considerations

The following summary describes the principal Canadian federal income tax considerations in respect of the Arrangement generally applicable to a Shareholder who, for purposes of the Tax Act, and at all relevant times, deals at arm's length with each of the Company, the Purchaser, Exchange LP and BIP and is not affiliated with any of the Company, the Purchaser, Exchange LP, or BIP, and disposes of such Common Shares under the Arrangement (a "**Holder**"). This summary does not describe any Canadian federal income tax considerations under the Tax Act that may be relevant to a holder of Company Options, Company DSUs, Company PSUs, COO PSUs or any other Company equity awards.

This summary is based on the current provisions of the Tax Act and the administrative practices and policies of the CRA made publicly available in writing prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and assumes that all Tax Proposals will be enacted in the form proposed. However, there can be no assurance that the Tax Proposals will be enacted in their current form, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in law or administrative practice or policies, whether by legislative, regulatory, administrative or judicial decision or action, nor does it take into account or consider other federal or any provincial, territorial or foreign tax considerations, which may differ significantly from the Canadian federal income tax considerations described herein.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Shareholders are urged to consult their own tax advisors for advice regarding the income tax consequences to them of disposing of their Common Shares under the Arrangement, having regard to their own particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, local and foreign tax laws.

For purposes of the Tax Act, amounts denominated in a currency other than the Canadian dollar generally must be converted into Canadian dollars using the relevant rate of exchange required under the Tax Act.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, is resident or deemed to be resident in Canada and holds its Common Shares, and in the case of a Holder who is an Electing Canadian Shareholder, will hold its Exchangeable LP Units, as capital property (a "**Resident Holder**").

Common Shares and Exchangeable LP Units will generally be considered to be capital property to a Holder unless the Holder holds such securities in the course of carrying on a business or the Holder acquired such securities in a transaction or transactions considered to be an adventure or concern in the nature of trade. Certain Holders whose Common Shares might not otherwise be considered capital property may, in certain circumstances, make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Common Shares and all other "Canadian securities" as defined in the Tax Act owned by such Holder in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Such an election is not available in respect of the Exchangeable LP Units. A Holder contemplating making such an election should consult its own tax advisor.

This summary is not applicable to a Resident Holder: (a) that is a "financial institution" (for the purposes of the "mark-to-market" rules) or a "specified financial institution", each as defined in the Tax Act; (b) an interest in which would be a "tax shelter investment" within the meaning of the Tax Act; (c) whose "functional currency" for the purposes of the Tax Act is the currency of a country other than Canada; (d) that has entered into a "derivative forward agreement" in respect of its Common Shares; and, in the case of a Resident Holder who is an Electing Canadian Shareholder, (e) that enters into a "derivative forward agreement" with respect to its Exchangeable LP Units or BIP Units; (f) that acquires its Exchangeable LP Units or BIP Units as a "tax shelter investment" (g) that would have, directly or indirectly, a "significant interest" (as defined in subsection 34.2(1) of the Tax Act) in BIP or Exchange LP; and (h) to whom any entity in which BIP or Exchange LP has an interest would be a "foreign affiliate" (as defined in the Tax Act).

This summary also assumes that neither BIP nor Exchange LP is a "tax shelter" or a "tax shelter investment", as each of those terms are defined in the Tax Act. However, no assurance can be given in this regard.

In addition, this summary assumes that BIP is not, and will not at any relevant time, be a "SIFT partnership" as defined in subsection 197(1) of the Tax Act based on the understanding that BIP is not, and does not intend to be at any relevant time, a "Canadian resident partnership" as defined in subsection 248(1) of the Tax Act.

Disposition of Common Shares for Cash Consideration

A Resident Holder (other than a dissenting Resident Holder) that receives Cash Consideration from the Purchaser in exchange for its Common Shares under the Arrangement will realize a capital gain (or a capital loss) equal to the amount by which the aggregate cash payment exceeds (or is less than) the aggregate of the adjusted cost base to the Resident Holder of such Common Shares and any reasonable costs of disposition. The taxation of capital gains and capital losses under the Tax Act is discussed below under the heading "*Taxation of Capital Gains and Capital Losses*".

Exchange of Common Shares with Exchange LP for Exchangeable LP Units or Exchangeable LP Units and Cash

1. No Subsection 97(2) Election

Unless a valid election under subsection 97(2) of the Tax Act is made, a Resident Holder who is an Electing Canadian Shareholder who exchanges its Common Shares with Exchange LP for Exchangeable LP Units or (in the case of proration or a Partial Unit Election) for Exchangeable LP Units and cash from Exchange LP pursuant to the Arrangement will be considered to have disposed of its Common Shares for proceeds of disposition equal to the aggregate of the fair market value at the time of the exchange of the Exchangeable LP Units received and the amount of any cash received from Exchange LP. Such Resident Holders will realize a capital gain (or a capital loss) equal to the amount by which such proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the aggregate adjusted cost base to the Resident Holder of the Common Shares exchanged with Exchange LP pursuant to the Arrangement. The cost of such Exchangeable LP Units will be the fair market value thereof at the time of the exchange. The taxation of capital gains and capital losses under the Tax Act is discussed below under the heading "*Taxation of Capital Gains and Capital Losses*".

2. Subsection 97(2) Election

A Resident Holder who is an Electing Canadian Shareholder may choose to defer all or a portion of any capital gain that would otherwise be realized on the exchange of Common Shares for Exchangeable LP Units or (in the case of proration or a Partial Unit Election) for Exchangeable LP Units and cash from Exchange LP pursuant to the Arrangement by filing with the CRA (and, where applicable, with a provincial tax authority) a joint election (the "**Joint Tax Election**") under subsection 97(2) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation). Depending on the amount of cash received from Exchange LP, such Electing Canadian Shareholder may not be able to defer all of such capital gain. A Joint Tax Election is made jointly by the Electing Canadian Shareholder and Exchange GP on behalf of all of the members of Exchange LP. Subject to the limitations set out in the Arrangement, Exchange GP on behalf of all of the members of Exchange LP has agreed to make a Joint Tax Election pursuant to subsection 97(2) of the Tax Act (and, where applicable, the corresponding provision of any provincial tax legislation) with an Electing Canadian Shareholder at the elected amount (the "**Elected Amount**")

determined by such Electing Canadian Shareholder, subject to the limitations set out in subsection 97(2) of the Tax Act (or any applicable provincial tax legislation). The limitations imposed by the Tax Act in respect of the Elected Amount are that the Elected Amount:

a. may not be less than the fair market value of any consideration other than Exchangeable LP Units (including cash) received in exchange for Common Shares pursuant to the Arrangement and in respect of which the Joint Tax Election is made;
b. may not be less than the lesser of:
    i. the adjusted cost base to the Electing Canadian Shareholder at the time of the exchange of the Common Shares that are exchanged pursuant to the Arrangement and in respect of which the Joint Tax Election is made; and
    ii. the fair market value at the time of the exchange of the Common Shares that are exchanged pursuant to the Arrangement and in respect of which the Joint Tax Election is made; and
c. may not exceed the fair market value at the time of the exchange of the Common Shares that are exchanged pursuant to the Arrangement and in respect of which the Joint Tax Election is made.

An Elected Amount that does not otherwise comply with the foregoing limitations will be automatically adjusted under the Tax Act so that it is in compliance.

Where an Electing Canadian Shareholder and Exchange GP on behalf of all of the members of Exchange LP make a Joint Tax Election that complies with the above parameters and the Joint Tax Election is filed on a timely basis, the tax treatment to the Electing Canadian Shareholder will generally be as follows:

a. Common Shares that are the subject of the Joint Tax Election will be deemed to be disposed of by the Electing Canadian Shareholder for proceeds of disposition equal to the Elected Amount;
b. if such deemed proceeds of disposition in respect of such Common Shares are equal to the aggregate of the adjusted cost base to the Electing Canadian Shareholder of the Common Shares at the time of the exchange, and any reasonable costs of disposition, no capital gain or capital loss will be realized by the Electing Canadian Shareholder;
c. to the extent that such deemed proceeds of disposition in respect of such Common Shares exceed (or are less than) the aggregate of the adjusted cost base of such Common Shares to the Electing Canadian Shareholder and any reasonable costs of disposition, such Electing Canadian Shareholder will in general realize a capital gain (or a capital loss); and
d. the aggregate cost to the Electing Canadian Shareholder of the Exchangeable LP Units acquired on the exchange will generally be equal to the Elected Amount less the fair market value of any consideration other than Exchangeable LP Units (including cash received from Exchange LP).

The taxation of capital gains and capital losses under the Tax Act is discussed below under the heading "*Taxation of Capital Gains and Capital Losses*". For greater certainty, where an Electing Canadian Shareholder who has elected to receive Exchangeable LP Units for its Common Shares receives Exchangeable LP Units and cash because of proration or a Partial Unit Election, the Electing Canadian Shareholder will be deemed to have received a proportionate amount of cash and Exchangeable LP Units as consideration for each whole Common Share exchanged pursuant to the Arrangement.

To make a Joint Tax Election, an Electing Canadian Shareholder must provide the relevant information to Exchange GP through a website that will be made available for this purpose, including: (i) the required information concerning the Electing Canadian Shareholder; (ii) the details of the number of Common Shares exchanged in respect of which the Electing Canadian Shareholder is making a Joint Tax Election; and (iii) the applicable Elected Amounts for such Common Shares. The relevant information must be submitted to Exchange GP through the website on or before the day that is 75 days following the Effective Date (the "**Joint Tax Election Deadline**"). Exchange GP may not make a Joint Tax Election with an Electing Canadian Shareholder who does not provide the relevant information through the website on or before the Joint Tax Election Deadline. After receipt of all of the relevant information through the website, and provided that the information provided complies with the rules under the Tax Act described above, Exchange GP will deliver an executed copy of the Joint Tax Election containing the relevant information to each

Electing Canadian Shareholder. Each Electing Canadian Shareholder will be solely responsible for executing its portion of the Joint Tax Election and submitting it to the CRA (and, where applicable, to any provincial tax authority) within the required time. In order to avoid late filing penalties, the Joint Tax Election is required to be filed with the CRA (and, where applicable, with any provincial tax authority) on or before the earliest of the days that any member of Exchange LP is required to file a Canadian federal income tax return for the member's taxation year in which the exchange to which the election relates occurs. This could be as early as 90 days after the Effective Date if any member of Exchange LP is a testamentary trust having a taxation year ending on such date. Accordingly, Electing Canadian Shareholders wishing to make a Joint Tax Election should consult their own tax advisors without delay and should provide the relevant information to Exchange GP through the website as described above as soon as possible.

A Joint Tax Election will be valid only if it meets all the applicable requirements under the Tax Act (and any applicable provincial tax legislation) and is filed on a timely basis. These requirements are complex, are not discussed in any detail in this summary, and meeting these requirements with respect to preparing and filing the Joint Tax Election will be the sole responsibility of the Electing Canadian Shareholder. None of Exchange LP, Exchange GP or any of the members of Exchange LP will be responsible for the validity, proper completion or timely filing of a Joint Tax Election, or for any taxes, interest, penalties or other consequences under the Tax Act (or applicable provincial tax legislation) in respect thereof. Electing Canadian Shareholders wishing to make a Joint Tax Election should consult their own tax advisors without delay.

Holding and Disposing of Exchangeable LP Units

Resident Holders whose Common Shares are exchanged for Exchangeable LP Units pursuant to the Arrangement will become limited partners of Exchange LP. Such Resident Holders are referred to in this portion of the summary as "**Resident Exchange LP Unitholders**".

1. SIFT Rules

Under the SIFT Rules, certain income and gains earned by a "SIFT partnership" are subject to SIFT Tax at the partnership level at a rate similar to a corporation and allocations of such income and gains to its partners will be taxed as a dividend from a taxable Canadian corporation. Exchange GP has advised counsel that it expects that Exchange LP will be a "SIFT partnership" for each of its taxation years. As a "SIFT partnership", Exchange LP will be subject to partnership level taxation on its "taxable non-portfolio earnings" (as defined in the Tax Act), which generally include (i) income from businesses carried on by Exchange LP in Canada, (ii) income (other than taxable dividends) from "non-portfolio property" (as defined in the Tax Act), and (iii) taxable capital gains from dispositions of "non-portfolio property". The tax rate applied to the above-mentioned sources of income and gains is set at a rate equal to the "net corporate income tax rate" plus the "provincial SIFT tax rate" (each as defined in the Tax Act). If Exchange LP has "taxable non-portfolio earnings", the excess of its "taxable non-portfolio earnings" over its SIFT Tax payable for a taxation year is deemed to be a dividend received by Exchange LP in the taxation year from a taxable Canadian corporation, which deemed dividend will be allocated to holders of Exchangeable LP Units in accordance with the Exchange LPA. The deemed dividend that is allocated to Resident Exchange LP Unitholders will qualify as an "eligible dividend" (as defined in the Tax Act). Exchange GP has advised counsel that it does not expect that Exchange LP will earn any material amount of income other than taxable dividends from shares of taxable Canadian corporations held by Exchange LP. As a result, Exchange GP does not expect that Exchange LP will be liable for any material amount of SIFT Tax for any taxation year.

This summary assumes that Exchange LP will not be liable to pay SIFT Tax in any taxation year on the basis that it is not expected to earn any "taxable non-portfolio earnings". However, no assurance can be given in this regard. The tax consequences of holding Exchangeable LP Units described in this summary are qualified in their entirety by Exchange LP being a "SIFT partnership" for each of its taxation years but not being liable for SIFT Tax for any taxation year.

2. Computation of Income or Loss of Exchange LP

Each Resident Exchange LP Unitholder will be required to include in computing its income for a particular taxation year its share of the income or loss of Exchange LP, as the case may be, for its fiscal year ending in, or coincidentally with the end of, the Resident Exchange LP Unitholder's taxation year, whether or not any of that income is distributed

to the Resident Exchange LP Unitholder in the taxation year. For this purpose, the income or loss of Exchange LP will be computed for each fiscal year as if Exchange LP was a separate person resident in Canada. In computing the income or loss of Exchange LP, deductions may be claimed in respect of reasonable costs and expenses incurred by Exchange LP to earn income. The net income or loss of Exchange LP for a fiscal year will be allocated to the partners of Exchange LP in the manner set out in the Exchange LPA, subject to the detailed rules in the Tax Act in that regard. Exchange GP expects that the income of Exchange LP will consist only of taxable dividends received on the shares of taxable Canadian corporations held by Exchange LP. A Resident Exchange LP Unitholder's share of taxable dividends received or considered to be received by Exchange LP in a fiscal year on the shares of taxable Canadian corporations held by Exchange LP will be treated as a dividend received by the Resident Exchange LP Unitholder and will be subject to the normal rules in the Tax Act applicable to such dividends. If Exchange LP incurs losses for tax purposes, each Resident Exchange LP Unitholder will be entitled to deduct in the computation of its income for tax purposes its share of any such losses for any fiscal year to the extent that its investment is "at-risk" within the meaning of the Tax Act. In general, the amount "at-risk" for an investor in a limited partnership for any taxation year will be the adjusted cost base of the investor's partnership interest at the end of the year, plus any income allocated to the limited partner for the year, less any amount owing by the limited partner (or a person with whom the limited partner does not deal at arm's length) to Exchange LP (or to a person with whom Exchange LP does not deal at arm's length) and less the amount of any benefit that a limited partner (or a person with whom the limited partner does not deal at arm's length) is entitled to receive or obtain for the purpose of reducing, in whole or in part, any loss of the limited partner from the investment. The Exchange LP Support Agreement could give rise to a benefit for purposes of the "at-risk" rules, however, Exchange GP has advised counsel that it expects that the value of any such benefit would be nominal.

3. Disposition of Exchangeable LP Units

The disposition by a Resident Exchange LP Unitholder of an Exchangeable LP Unit, including on a redemption or exchange of Exchangeable LP Units for BIP Units pursuant to the Resident Exchange LP Unitholder's right of retraction, Exchange LP's right of redemption, or the exercise of the Retraction Call Right or Redemption Call Right (as such terms are defined in *"Appendix H – Description of the Exchangeable LP Units*") by BIP (or an Affiliate), will result in the realization of a capital gain (or capital loss) by such Resident Exchange LP Unitholder in the amount, if any, by which the proceeds of disposition of the Exchangeable LP Unit, net of any reasonable costs of disposition, exceed (or are less than) the Resident Exchange LP Unitholder's adjusted cost base of such Exchangeable LP Unit. The proceeds of disposition of an Exchangeable LP Unit on a redemption or exchange of Exchangeable LP Units for BIP Units will be equal to the fair market value of the BIP Units received on such redemption or exchange.

In general, the adjusted cost base of a Resident Exchange LP Unitholder's Exchangeable LP Units will be equal to: (i) the cost of the Exchangeable LP Units pursuant to the Joint Tax Election as described above (excluding any portion thereof financed with limited recourse indebtedness); plus (ii) the pro-rata share of Exchange LP's income allocated to the Resident Exchange LP Unitholder for Exchange LP's fiscal years ending before the relevant time; less (iii) the aggregate of the pro-rata share of Exchange LP's losses allocated to the Resident Exchange LP Unitholder (other than losses that cannot be deducted because they exceed the Resident Exchange LP Unitholder's "at-risk" amount) for Exchange LP's fiscal years ending before the relevant time; and less (iv) the Resident Exchange LP Unitholder's distributions received from Exchange LP before the relevant time. On a redemption of an Exchangeable LP Unit pursuant to the Resident Exchange LP Unitholder's right of retraction or Exchange LP's right of redemption, the proceeds of disposition of the Exchangeable LP Unit will not include any Distribution Amount (as such terms are defined in *"Appendix H – Description of the Exchangeable LP Units*) paid in connection with the redemption of the Exchangeable LP Unit, but the Resident Exchange LP Unitholder's adjusted cost base of the Exchangeable LP Unit will be reduced by such amount. On a disposition of an Exchangeable LP Unit pursuant to the exercise of the Retraction Call Right or Redemption Call Right by BIP the proceeds of disposition of the Exchangeable LP Unit will include any Distribution Amount paid in connection with the disposition of the Exchangeable LP Unit, but the Resident Exchange LP Unitholder's adjusted cost base of the Exchangeable LP Unit will not be reduced by such amount. Where a Resident Exchange LP Unitholder disposes of all of its Exchangeable LP Units, it will no longer be a partner of Exchange LP. If, however, a Resident Exchange LP Unitholder is entitled to receive a distribution from Exchange LP after the disposition of all of its Exchangeable LP Units, then the Resident Exchange LP Unitholder will be deemed to dispose of the Exchangeable LP Units at the later of (i) the end of Exchange LP's fiscal year during which the disposition occurred; and (ii) the date of the last distribution made by Exchange LP to which the Resident Exchange LP Unitholder was entitled. Pursuant to the Tax Act, the *pro-rata* share of Exchange LP's income (or loss)

for tax purposes for a particular fiscal year which is allocated to a Resident Exchange LP Unitholder who has ceased to be a partner will generally be added (or deducted) in the computation of the adjusted cost base of the Resident Exchange LP Unitholder's Exchangeable LP Units immediately prior to the time of the disposition. Resident Exchange LP Unitholders should consult their own tax advisors for advice with respect to the specific tax consequences to them of disposing of Exchangeable LP Units.

A Resident Exchange LP Unitholder will realize a deemed capital gain if, and to the extent that, the adjusted cost base of the Resident Exchange LP Unitholder's Exchangeable LP Units is negative at the end of any fiscal year of Exchange LP. In such a case, the adjusted cost base of the Resident Exchange LP Unitholder's Exchangeable LP Units will be nil at the beginning of Exchange LP's next fiscal year. The taxation of capital gains and capital losses under the Tax Act is discussed below under the heading, "*Taxation of Capital Gains and Capital Losses*".

Holding and Disposing of BIP Units

The exchange of Exchangeable LP Units for BIP Units will be a taxable transaction for Resident Exchange LP Unitholders. See "*Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada - Disposition of Exchangeable LP Units*". Resident Exchange LP Unitholders who would like information on the income tax consequences to them of holding BIP Units or disposing of BIP Units should review the BIP Form 20-F and consult their own tax advisors.

Dissenting Resident Holders

A Resident Holder that is a Dissenting Holder who is entitled to be paid fair value for its Common Shares in accordance with the Plan of Arrangement (a "**Dissenting Resident Holder**") will be deemed to have transferred its Common Shares to the Purchaser as of the Effective Date and will be paid fair value for its Common Shares by the Purchaser. Such a Dissenting Resident Holder will be considered to have disposed of its Common Shares for aggregate proceeds of disposition equal to the amount received by the Dissenting Resident Holder from the Purchaser (less any interest awarded by a court). As a result, such Dissenting Resident Holder will realize a capital gain (or a capital loss) to the extent that such proceeds of disposition, net any reasonable costs of disposition, exceed (or are less than) the Dissenting Resident Holder's aggregate adjusted cost base of such Common Shares. The taxation of capital gains and capital losses under the Tax Act is discussed below under the heading, "*Taxation of Capital Gains and Capital Losses*". Interest awarded to a Dissenting Resident Holder by a court will be included in the Dissenting Resident Holder's income for purposes of the Tax Act.

Taxation of Capital Gains and Capital Losses

One-half of the amount of any capital gain (a "taxable capital gain") realized in a taxation year must be included in income. One-half of the amount of any capital loss (an "allowable capital loss") realized in a taxation year must be deducted from taxable capital gains realized in that year. Allowable capital losses in excess of taxable capital gains in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such year, to the extent and under the circumstances described in the Tax Act.

In the case of a Resident Holder that is a corporation, trust or partnership, the amount of any capital loss otherwise resulting from the disposition of Common Shares or Exchangeable LP Units may be reduced by the amount of dividends previously received or deemed to be received to the extent and under the circumstances prescribed in the Tax Act.

A Resident Holder that is throughout the year a "Canadian-controlled private corporation" (as defined in the Tax Act) is liable to pay, in addition to tax otherwise payable under the Tax Act, a tax, a portion of which may be refundable, on certain investment income, including taxable capital gains. Capital gains realized by individuals (other than certain trusts) may give rise to alternative minimum tax.

Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, is not and has not been a resident or deemed to be a resident of Canada and does not use or hold, and is not deemed to use or hold, Common Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, apply to a non-resident that is an insurer carrying on business in Canada and elsewhere.

Disposition of Common Shares under the Arrangement

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain, or entitled to deduct any capital loss, realized on the disposition of Common Shares to the Purchaser for cash consideration under the Arrangement unless such Common Shares constitute "taxable Canadian property" to the Non-Resident Holder and do not constitute "treaty-protected property".

Provided that the Common Shares are listed on a designated stock exchange (which includes the TSX) at a particular time, such Common Shares will not constitute taxable Canadian property to a Non-Resident Holder at such time unless, at any time during the sixty-month period that ends at that time: (a) (i) the Non-Resident Holder, (ii) Persons with whom the Non-Resident Holder does not deal at arm's length, (iii) partnerships in which the Non-Resident Holder or any Person described in (ii) holds an interest directly or indirectly through one or more partnerships, or (iv) the Non-Resident Holder together with all Persons described in (ii) and (iii), owned 25% or more of any class or series of shares of the Company; and (b) more than 50% of the fair market value of the Common Shares was derived, directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" (as defined in the Tax Act), "timber resource properties" (as defined in the Tax Act), or options or interests in respect of such property, whether or not such property exists. Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Common Shares which are not otherwise taxable Canadian property could be deemed to be taxable Canadian property.

Even if such Common Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of such Common Shares will not be included in computing the Non-Resident Holder's income for the purposes of the Tax Act if the Common Shares constitute "treaty-protected property". Common Shares owned by a Non-Resident Holder will generally be treaty-protected property if the gain from the disposition of such Common Shares would, because of an applicable income tax treaty, be exempt from tax under the Tax Act. In the event that Common Shares constitute taxable Canadian property but not treaty-protected property to a particular Non-Resident Holder, the tax consequences as described above under "*Holders Resident in Canada — Disposition of Common Shares Under the Arrangement*" and "*Holders Resident in Canada — Capital Gains and Capital Losses*" will generally apply. A Non-Resident Holder who disposes of taxable Canadian property that is not treaty-protected property may have to file a Canadian income tax return for the year in which the disposition occurs.

Dissenting Non-Resident Holders

A Non-Resident Holder of Common Shares that is a Dissenting Holder who is entitled to be paid fair value for its Common Shares in accordance with the Plan of Arrangement (a "**Dissenting Non-Resident Holder**") will be deemed to have transferred such Dissenting Non-Resident Holder's Common Shares to the Purchaser, and will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Non-Resident Holder's Common Shares. Dissenting Non-Resident Holders will generally be subject to the same treatment described above under the heading "Holders Resident in Canada - Disposition of Common Shares for Cash Consideration".

Any interest paid or deemed to be paid to a Dissenting Non-Resident Holder will not be subject to Canadian withholding tax.

Certain United States Federal Income Tax Considerations

The following is a general summary of certain U.S. federal income tax considerations applicable to a U.S. Holder (as defined below) arising from the disposition of Common Shares pursuant to the Arrangement. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S.

federal income tax considerations that may apply to a U.S. Holder (defined below). In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder (as discussed below), including specific tax consequences to a U.S. Holder under an applicable tax treaty. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. This summary does not address the U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, or non-U.S. tax consequences to U.S. Holders of the receipt of cash pursuant to the Arrangement. Except as specifically set forth below, this summary does not discuss applicable income tax reporting requirements. Each U.S. Holder should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences of the Arrangement.

No opinion from U.S. legal counsel or ruling from the Internal Revenue Service (the "**IRS**") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary.

This summary does not address the U.S. federal income tax consequences to any particular person of the disposition of Common Shares in exchange for cash pursuant to the Arrangement. Each holder of Common Shares should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences of the disposition of Common Shares pursuant to the Arrangement. Further, this summary does not address the U.S. federal income tax consequences of transactions effected prior or subsequent to, or concurrently with, the Arrangement that, in each case, are not part of the Plan of Arrangement.

Scope of This Disclosure

Authorities

This summary is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), final and temporary U.S. Treasury Regulations, published rulings of the IRS, published administrative positions of the IRS, and U.S. court decisions that are applicable and, in each case, as in effect and available, as of the date of this Circular. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a prospective or retroactive basis which could affect the U.S. federal income tax considerations described in this summary. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive or prospective basis.

U.S. Holders

For purposes of this summary, the term "**U.S. Holder**" means a beneficial owner of Common Shares participating in the Arrangement that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (a) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (b) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

U.S. Holders Subject to Special U.S. Federal Income Tax Rules Not Addressed

This summary does not address the U.S. federal income tax consequences of the Arrangement to U.S. Holders that are subject to special provisions under the Code, including U.S. Holders that: (a) are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) are financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies; (c)

are broker-dealers, dealers, or traders in securities or currencies that elect to apply a mark-to-market accounting method; (d) have a "functional currency" other than the U.S. dollar; (e) own Common Shares as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (f) acquired Common Shares in connection with the exercise of employee stock options or otherwise as compensation for services; (g) hold Common Shares other than as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment purposes); (h) own, directly, indirectly, or by attribution, 5% or more, by voting power or value, of the outstanding Common Shares; (i) acquired Common Shares by gift or inheritance; and (j) are U.S. expatriates or former long-term residents of the United States. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences relating to the Arrangement.

If an entity or arrangement that is classified as a partnership (including any other "pass-through" entity) for U.S. federal income tax purposes holds Common Shares, the U.S. federal income tax consequences to such partnership and the partners (or owners) of such partnership of participating in the Arrangement generally will depend on the activities of the partnership and the status of such partners (or owners). This summary does not address the tax consequences to any such partnership or partner (or owner). Partners (or owners) of entities and arrangements that are classified as partnerships for U.S. federal , U.S. state and local, and non-tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement.

Certain U.S. Federal Income Tax Consequences of the Arrangement

General

The exchange by U.S. Holders of their Common Shares for cash pursuant to the Arrangement will be treated for U.S. federal income tax purposes as a taxable sale by U.S. Holders of their Common Shares for cash. As a result, U.S. Holders will recognize gain or loss in an amount equal to the difference, if any, between (a) the U.S. dollar value of the Canadian currency received by such U.S. Holder in exchange for such U.S. Holder's Common Shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in such Common Shares. Subject to the "passive foreign investment company" rules described below, such gain or loss will be capital gain or loss and will be long-term capital gain or loss provided that at the time of completion of the Arrangement, the Common Shares exchanged by U.S. Holders were held for more than one year. Gain or loss must be determined separately for blocks of Common Shares acquired at different times or at different prices. Any such gain or loss will be treated as U.S. source income. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gains at preferential rates. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. The deductibility of a capital loss may be subject to complex limitations under the Code.

Tax Consequences of the Arrangement if the Company Is Classified as a PFIC

A U.S. Holder of Common Shares could be subject to special, adverse tax rules in respect of the Arrangement if the Company was classified as a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "**PFIC**") for any tax year during which such U.S. Holder has held Common Shares.

In general, a non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined for U.S. federal income tax purposes) or (ii) 50% or more of the value of its assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value, of such assets. For purposes of the PFIC provisions, "gross income" generally includes all sales revenues less cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes dividends, interest, certain royalties and rents, certain gains from the sale of stock and securities, and certain gains from commodities transactions. In determining whether or not it is a PFIC, a non-U.S. corporation will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of each corporation in which it owns, directly or indirectly, at least a 25% interest (by value).

The Company believes that it was not a PFIC during its taxable year ended December 2017 and, based on its current operations and financial expectations, the Company expects it would not be a PFIC for its current taxable year if such

taxable year were to end on the Effective Date. The determination of whether the Company was a PFIC during any tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Accordingly, there can be no assurance that the IRS will not challenge any determination made by the Company concerning its PFIC status or that the Company was not, or will not be, a PFIC for any tax year. U.S. Holders should consult their own tax advisors regarding the PFIC status of the Company.

If the Company has been a PFIC at any time during a U.S. Holder's holding period for Common Shares, then under the default PFIC rules the U.S. federal income tax consequences to a U.S. Holder of the Arrangement are expected to be as follows:

- the exchange of Common Shares for cash pursuant to the Arrangement will be treated as a taxable transaction;
- any gain on the exchange of Common Shares pursuant to the Arrangement will be allocated ratably over such U.S. Holder's holding period for the Common Shares;
- the amounts allocated to the current tax year in which the Arrangement occurs and to any tax year prior to the first year in which the Company was a PFIC will be taxed as ordinary income in the current year;
- the amounts allocated to each of the other tax years in such U.S. Holder's holding period for the Common Shares ("**prior PFIC years**") will be subject to tax as ordinary income at the highest rate of tax in effect for the applicable class of taxpayer for that year; and
- an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the prior PFIC years, which interest charge is not deductible by non-corporate U.S. Holders.

Each U.S. Holder should consult its own tax advisor regarding the status of the Company as a PFIC, the possible effect of the PFIC rules to such holder, as well as the availability of any election or exception that may be available to such holder to mitigate adverse U.S. federal income tax consequences of holding shares in a PFIC. The remainder of this discussion assumes that the Company has not been a PFIC at any time during a U.S. Holder's holding period for Common Shares and is not a PFIC during its current taxable year.

Additional Considerations

Foreign Tax Credit

Any payment (whether directly or through withholding) of non-U.S. income tax in connection with a U.S. Holder's disposition of Common Shares may, subject to a number of complex limitations, be claimed as a foreign tax credit against a U.S. Holder's U.S. federal income tax liability in respect of such holder's foreign source income or may be claimed as a deduction for U.S. federal income tax purposes. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, gains recognized on the sale of Common Shares by a U.S. Holder should generally be treated as U.S. source, except as otherwise provided in an applicable income tax treaty and if an election is properly made under the Code. Because of the complexity of those limitations, each U.S. Holder should consult its own tax advisor with respect to the amount of foreign taxes that may be claimed as a credit or deduction, having regard to such holder's particular circumstances.

Foreign Currency Gains

The amount of any proceeds paid in Canadian dollars to a U.S. Holder in connection with the Arrangement will generally be included in the gross income of a U.S. Holder as translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of such amount, regardless of whether the Canadian dollars or other non-U.S. currency is converted into U.S. dollars at that time. If the Canadian dollars or other non-U.S. currency received is not converted into U.S. dollars on the date of receipt, a U.S. Holder will have a basis in the Canadian dollars or other non-U.S. currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars or other non-U.S. currency and engages in a subsequent conversion or other disposition of the Canadian dollars or other non-U.S. currency may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally would be U.S. source income or loss for foreign tax credit purposes. Different rules may apply to U.S. Holders who use the accrual method. Each U.S. Holder should

consult its own tax advisor regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars or other non-U.S. currency.

Additional Tax on Passive Income

Certain U.S. Holders that are individuals, estates and trusts whose income exceeds certain thresholds generally will be required to pay a 3.8% Medicare surtax on "net investment income" including, among other things, net gain from the sale or other taxable disposition of their Common Shares pursuant to the Arrangement. U.S. Holders should consult their own tax advisors regarding the effect, if any, of this tax on their taxable disposition of Common Shares pursuant to the Arrangement.

U.S. Information Reporting and Backup Withholding Tax

Under U.S. federal income tax law, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, the Company. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of "specified foreign financial assets" includes not only financial accounts maintained in non-U.S. financial institutions, but also, if held for investment and not in an account maintained by certain financial institutions, any stock or security issued by a non-U.S. person, any financial instrument or contract that has an issuer or counterparty other than a U.S. person and any interest in a non-U.S. entity. U.S. Holders may be subject to these reporting requirements unless their Common Shares are held in an account at certain financial institutions. Penalties for failure to file certain of these information returns are substantial.

U.S. Holders should consult with their own tax advisors regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938.

Payments made within the United States or by a U.S. payor or U.S. middleman, of payments received in connection with the Arrangement generally may be subject to information reporting. In addition, backup withholding, currently at a rate of 24%, may apply to such payments if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number (generally on IRS Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding. Certain exempt persons generally are excluded from these information reporting and backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisor regarding the information reporting and backup withholding rules in their particular circumstances and the availability of and procedures for obtaining an exemption from backup withholding.

The discussion of reporting requirements set forth above is not intended to constitute an exhaustive description of all reporting requirements that may apply to a U.S. Holder. A failure to satisfy certain reporting requirements may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting requirement. Each U.S. Holder should consult its own tax advisor regarding applicable reporting requirements and the information reporting and backup withholding rules.

INFORMATION CONCERNING THE PURCHASER, EXCHANGE LP AND BROOKFIELD INFRASTRUCTURE PARTNERS L.P.

The information concerning the Purchaser, the Sponsor and their affiliates contained in this Circular has been provided by the Sponsor for inclusion in this Circular. Although the Company has no knowledge that any statements contained herein taken from or based on such information provided by the Sponsor are untrue or incomplete, the Company assumes no responsibility for the accuracy of such information, or for any failure by the Purchaser, the Sponsor, any of their affiliates or any of their respective representatives to disclose events which may have occurred

or may affect the significance or accuracy of any such information but which are unknown to the Company. In accordance with the Arrangement Agreement, the Sponsor provided the Company with all necessary information concerning the Sponsor and the Purchaser that is required by Law to be included in this Circular.

The Purchaser

The Purchaser is a corporation incorporated on July 30, 2018 under the CBCA and is a wholly-owned subsidiary of, and controlled directly or indirectly by, the Sponsor. The Purchaser was incorporated for the sole purpose of the Arrangement and has not carried on any active business since incorporation other than in connection with the Arrangement.

The registered office of the Purchaser is located at 181 Bay Street, Suite 300, Toronto, Ontario M5J 2T3.

Exchange LP

Exchange LP will be established prior to the Effective Date, as an Ontario limited partnership controlled directly or indirectly by BIP. Exchange LP will be established for the sole purpose of the Arrangement and will not have carried on any active business since formation other than in connection with the Arrangement.

Prior to completion of the Arrangement, Exchange LP will not be a reporting issuer or the equivalent in any jurisdiction and will not have any securities listed on any stock exchange. As of the Effective Time, Exchange LP will become a reporting issuer in the provinces of Canada in which BIP is currently a reporting issuer by virtue of the completion of the Arrangement. Pursuant to section 13.3 of NI 51-102, Exchange LP will be exempt from Canadian continuous disclosure requirements, so long as the requirements of section 13.3 of NI 51-102 are satisfied, including that Exchange LP sends to holders of Exchange LP Units, in the manner and at the time required by Canadian Securities Laws, all financial and other continuous disclosure documents that BIP sends to its unitholders.

The capital of Exchange LP will be as follows: (i) general partnership units; (ii) class A limited partnership units ("**LP Units**"); and (iii) class B exchangeable limited partnership units ("**Exchangeable LP Units**"). An indirect newly formed subsidiary of BIP will be the general partner ("**Exchangeable GP**") and another indirect subsidiary of BIP ("**LP Co**") will be the limited partner. Each of Exchange GP and LP Co will at all times be residents of Canada for the purposes of the Tax Act.

Brookfield Infrastructure Partners L.P.

BIP is a global infrastructure company that owns and operates high quality, long-life assets in the utilities, transport, energy, and data infrastructure sectors across North and South America, Asia Pacific and Europe. BIP is focused on assets that generate stable cash flows and require minimal maintenance capital expenditures. The BIP Units are listed on the NYSE and TSX under the symbols "BIP" and "BIP.UN", respectively. BIP is the flagship listed infrastructure company of Brookfield Asset Management Inc., a global alternative asset manager with approximately US$285 billion of assets under management.

BIP is an SEC foreign issuer under Canadian Securities Laws and is exempt from certain requirements of Canadian Securities Laws, and is a foreign private issuer under U.S. Securities Laws and as a result is subject to disclosure obligations different from requirements applicable to U.S. domestic registrants listed on the NYSE.

Please refer to *Appendix I* for information concerning BIP.

INFORMATION CONCERNING THE COMPANY

General

The Company is one of North America's largest home and commercial services and energy solutions companies with approximately 5,100 employees under its Enercare and Service Experts brands. The Company is a leading provider of water heaters, water treatment solutions, furnaces, air conditioners and other HVAC rental products, plumbing

services, protection plans and related services. The Company has operations in Canada and the United States, and serves approximately 1.6 million customers annually. The Company is also the largest non-utility sub-meter provider, with electricity, water, thermal and gas metering contracts for condominium and apartment suites in Canada, and through its Triacta brand it is a premier designer and manufacturer of advanced sub-meters and sub-metering solutions. Further information in relation to the Company is available at www.enercare.ca.

Enercare is a reporting issuer or the equivalent in the all of the provinces and territories of Canada and files its continuous disclosure documents with the relevant Canadian Securities Authorities. Such documents are available at www.sedar.com.

Share Capital

The authorized capital of the Company consists of an unlimited number of Common Shares and 10,000,000 preferred shares, issuable in series. As of the Record Date, there were 107,478,630 Common Shares validly issued and outstanding and no preferred shares issued or outstanding.

Price Range and Trading Volumes of Common Shares

Common Shares

The Common Shares are listed on the TSX under the symbol "ECI". The following table sets forth the high and low sales prices per outstanding Common Share and trading volumes for the outstanding Common Shares on the TSX for the periods indicated:

	High ($)	Low ($)	Trading Volume
2017			
July	20.98	19.58	5,228,461
August	21.15	20.40	3,967,008
September	21.02	20.00	2,841,866
October	21.05	19.88	3,379,735
November	20.36	17.99	5,120,116
December	20.59	19.92	2,727,697
2018			
January	20.58	19.12	4,605,220
February	19.96	18.05	3,679,816
March	18.90	17.32	5,632,450
April	17.86	16.45	5,807,443
May	17.92	16.80	5,060,706
June	18.62	17.25	4,078,493
July	18.95	17.90	3,233,658
August (1 –21)	28.93	28.78	28,023,047

The Cash Consideration represents a 53% premium to the closing price of the Common Shares on the TSX on July 31, 2018, the last trading day prior to the announcement of the Arrangement, and a 64% premium to the Company's

volume-weighted average price of the Common Shares on the TSX since the establishment of a Special Committee formed to evaluate various strategic and financial options available to the Company, including options relating to capital structuring, future growth opportunities and a potential sale of the company in whole or in parts.

Prior Sales

During the 12-month period prior to the date of this Circular, the Company has not issued any Common Shares other than in connection with the exercise of Company Options and Dividend Reinvestment Plan.

Auditor

The auditor of the Company is PricewaterhouseCoopers LLP, Chartered Professional Accountants, Licensed Public Accountants.

DISSENTING HOLDER RIGHTS

The following description of the rights of Dissenting Holders is not a comprehensive statement of the procedures to be followed by a Dissenting Holder who seeks payment of the fair value of its Common Shares, and is qualified in its entirety by the reference to the full text of the Interim Order, a copy of which is attached to this Circular as Appendix B, the Plan of Arrangement, a copy of which is attached to this Circular as Appendix E, and the text of section 190 of the CBCA, which is set forth in Appendix G. Pursuant to the Interim Order, Dissenting Holders are given rights analogous to rights of Dissenting Holders under the CBCA, as modified by the Interim Order and the Plan of Arrangement. A Dissenting Holder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. Failure to comply with the provisions of that section, as so modified, and to adhere to the procedures established therein may result in the loss of all rights thereunder.

In addition to any other restrictions under section 190 of the CBCA, as modified by the Plan of Arrangement and the Interim Order, Company Optionholders shall not be entitled to exercise Dissent Rights.

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented as such hearing.

Under the Interim Order, each Registered Shareholder is entitled, in addition to any other rights the holder may have, to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid by the Purchaser the fair value of the Common Shares held by such Registered Shareholder in respect of which the holder dissents, determined as of the close of business on the last Business Day before the day on which the Arrangement Resolution is adopted. Only Registered Shareholders may dissent. Beneficial Shareholders of Common Shares registered in the name of an Intermediary who wish to dissent should be aware that they may only do so through the registered owner of such Common Shares. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the Common Shares beneficially owned by that holder to be registered directly in such Shareholder's name prior to the time the written objection to the Arrangement Resolution is required to be received by the Company or, alternatively, make arrangements for the registered holder of such Common Shares to dissent on behalf of the Beneficial Shareholder.

A Dissenting Holder must submit to the Company a written objection to the Arrangement Resolution (a "**Dissent Notice**"), which Dissent Notice must be received by the Company, at 7400 Birchmount Road, Markham, ON, L3R 5V4, Attention: John Toffoletto, Senior Vice President, Chief Legal Officer and Corporate Secretary, with a copy to the Company's counsel, Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, 40th Floor, Toronto, ON, M5V 3J7, Attention: Brett Seifred, not later than 9:00 a.m. (Toronto time) on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting. Pursuant to the Interim Order, no Shareholder who has voted Common Shares in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights with respect to such Common Shares and a Registered Shareholder may not exercise the right to dissent in respect of only a portion of the Common Shares held on behalf of any one Beneficial Shareholder and registered in that Registered Shareholder's name.

It is a condition to the Purchaser's obligation to complete the Arrangement that Shareholders holding no more than 10% of the Common Shares shall have exercised Dissent Rights that have not been withdrawn as of the Effective Date.

The Company is required, within 10 days after the Shareholders adopt the Arrangement Resolution, to notify each Dissenting Holder that the Arrangement Resolution has been adopted. Such notice is not required to be sent to any Shareholder who voted in favour of the Arrangement Resolution or who has withdrawn his or her Dissent Notice.

A Dissenting Holder who has not withdrawn its Dissent Notice prior to the Meeting must, within 20 days after receipt of notice that the Arrangement Resolution has been adopted, or, if the Dissenting Holder does not receive such notice, within 20 days after learning that the Arrangement Resolution has been adopted, send to the Company, a Demand for Payment. Within 30 days after sending the Demand for Payment, the Dissenting Holder must send to the Company or the Transfer Agent certificates representing the Dissenting Shares. The Company or the Transfer Agent will endorse on share certificates received from a Dissenting Holder a notice that the holder is a Dissenting Holder and will forthwith return the share certificates to the Dissenting Holder. A Dissenting Holder who fails to make a Demand for Payment in the time required, or to send certificates representing Dissenting Shares in the time required, has no right to make a claim under section 190 of the CBCA.

Under section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, after sending a Demand for Payment, a Dissenting Holder ceases to have any rights as a Shareholder in respect of its Dissenting Shares other than the right to be paid the fair value of the Dissenting Shares by the Purchaser as determined pursuant to the Interim Order, unless: (i) the Dissenting Holder withdraws its Demand for Payment before the Purchaser makes an Offer to Pay; or (ii) the Purchaser fails to make an Offer to Pay in accordance with subsection 190(12) of the CBCA and the Dissenting Holder withdraws the Demand for Payment, in which case the Dissenting Holder's rights as a Shareholder are reinstated as of the date that the Demand Notice was sent.

The Purchaser is required, not later than seven days after the later of the Effective Date and the date on which a Demand for Payment is received by the Company from a Dissenting Holder, to send to each Dissenting Holder who has sent a Demand for Payment an Offer to Pay for its Dissenting Shares in an amount considered by the Purchaser to be the fair value of such Common Shares, accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay for Common Shares must be on the same terms. The Purchaser must pay for the Dissenting Shares of a Dissenting Holder within 10 days after an Offer to Pay has been accepted by the Dissenting Holder, but any such Offer to Pay lapses if the Purchaser does not receive an acceptance thereof within 30 days after the Offer to Pay has been made.

If the Purchaser fails to make an Offer to Pay for a Dissenting Holder's Common Shares, or if a Dissenting Holder fails to accept an Offer to Pay that has been made, the Company may, within 50 days after the Effective Date or within such further period as a court may allow, apply to a court to fix a fair value for the Dissenting Shares. If the Company fails to apply to a court, a Dissenting Holder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow. A Dissenting Holder is not required to give security for costs in such an application. Any such application by the Company or a Dissenting Holder must be made to a court in Ontario or a court having jurisdiction in the place where the Dissenting Holder resides if the Purchaser carries on business in that province.

On the making of any such application to a court, the Company will be required to notify each affected Dissenting Holder of the date, place and consequences of the application and of the Dissenting Holder's right to appear and be heard in person or by counsel. Upon an application to a court, all Dissenting Holders who have not accepted an Offer to Pay will be joined as parties and be bound by the decision of the court. Upon any such application to a court, the court may determine whether any other Person is a Dissenting Holder who should be joined as a party, and the court will then fix a fair value for the Dissenting Shares of all Dissenting Holders. The final order of a court will be rendered in favour of each Dissenting Holder for the amount of the fair value of its Dissenting Shares as fixed by the court. The court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Dissenting Holder from the Effective Date until the date of payment.

In no case shall the Company, the Purchaser or any other Person be required to recognize any Dissenting Holder as a Shareholder after the Effective Time, and the names of such Dissenting Holders shall be removed from the register of Shareholders at the Effective Time.

Dissenting Holders who are ultimately determined to be entitled to be paid the fair value for their Dissenting Shares shall be deemed to have transferred such Dissenting Shares to the Purchaser at the Effective Time pursuant to the Plan of Arrangement. Dissenting Holders who are ultimately determined not to be entitled, for any reason, to be paid the fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Holder of the Common Shares as at and from the Effective Time.

Shareholders who are considering exercising Dissent Rights should be aware that there can be no assurance that the fair value of their Common Shares as determined under the applicable provisions of the CBCA (as modified by the Plan of Arrangement and the Interim Order or any other order of the Court) will be more than or equal to the consideration payable under the Arrangement. In addition, any judicial determination of fair value will result in delay of receipt by a Dissenting Holder of consideration for such Dissenting Holder's Dissenting Shares. Furthermore, Shareholders who are considering exercising Dissent Rights should be aware of the consequences under Canadian federal income tax laws of exercising Dissent Rights in respect of the Arrangement. See *"Tax Considerations to Shareholders – Certain Canadian Federal Income Tax Considerations"*.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by Dissenting Holders who seek payment of the fair value of their Common Shares. Section 190 of the CBCA requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder. **Accordingly, each Dissenting Holder who is considering exercising Dissent Rights should carefully consider and comply with the provisions of that section, the full text of which is set out in Appendix G to this Circular, as modified by the Interim Order and the Plan of Arrangement, attached to this Circular as Appendix B and Appendix E, respectively, and consult their own legal advisor.**

INFORMATION CONCERNING THE MEETING

Purpose of the Meeting

This Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting. At the Meeting, Shareholders will consider and vote upon the Arrangement Resolution and such other business as may properly come before the Meeting.

Following receipt of advice and assistance of the Financial Advisor and Davies, the Board carefully evaluated the terms of the proposed Arrangement and unanimously: (i) determined that the Arrangement is in the best interests of the Company, and that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders; (ii) determined, based upon, among other things, the Fairness Opinion of the Financial Advisor, that the Consideration to be received under the Arrangement by the Shareholders is fair, from a financial point of view, to Shareholders; (iii) approved the Arrangement and the entering into of the Arrangement Agreement; and (iv) resolved to recommend that Shareholders vote **FOR** the Arrangement Resolution. See *"The Arrangement — Background to the Arrangement" and "The Arrangement — Reasons for the Recommendations"*.

Date, Time and Place of the Meeting

The Meeting will be held at 9:00 a.m. (Toronto time) on September 24, 2018 at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, Ontario, for the purposes set forth in the accompanying Notice of Special Meeting of Shareholders. The sole purpose of the Meeting is for Shareholders to consider and, if deemed advisable, approve the Arrangement Resolution.

The Board fixed the close of business (Toronto time) on August 21, 2018 for the determination of Shareholders that will be entitled to receive notice of and vote at the Meeting, and any adjournment or postponement of the Meeting. See "*Information Concerning the Meeting — Voting Shares and Principal Holders Thereof*".

General

This Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting at the place and for the purposes set out in the accompanying Notice of Special Meeting of Shareholders.

Shareholders who are unable to attend the Meeting are requested to complete, date, sign and return the enclosed Form of Proxy or Voting Instruction Form so that as large a representation as possible may be had at the Meeting.

Shareholders are requested to complete and submit either the accompanying: (a) Form of Proxy to Computershare Investor Services Inc., Attention: Proxy Department, no later than 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting (or otherwise in accordance with the instructions printed on the Form of Proxy); or (b) Voting Instruction Form in accordance with the instructions printed on the Voting Instruction Form. The deadline for deposit of proxies may be waived or extended by the chair of the Meeting at his or her discretion, without notice.

Solicitation and Appointment of Proxies

The individuals named in the accompanying forms of proxy (the "Named Proxyholders") are officers and/or directors of the Company. A Shareholder wishing to appoint some other Person (who need not be a Shareholder) to represent the Shareholder at the Meeting may insert the Person's name in the blank space provided in either the Form of Proxy or Voting Instruction Form.

In order to be effective, a Form of Proxy must be received by Computershare Investor Services Inc., Attention: Proxy Department, no later than 9:00 a.m. (Toronto time) on September 20, 2018, or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjourned or postponed Meeting. A completed Voting Instruction Form must be returned in accordance with the instructions printed on the form. A Form of Proxy or Voting Instruction Form may also be completed and submitted over the telephone or through the Internet in accordance with the instructions printed on the form. The deadline for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

The solicitation of proxies is intended to be primarily by mail but may also be made by telephone, fax transmission or other electronic means of communication or in person by the directors, officers and employees of the Company. The cost of such solicitation will be borne by the Company. The Purchaser may also assist with the solicitation of proxies as requested by the Company. The total cost of soliciting proxies and mailing the materials in connection with the Meeting will be borne by the Company. In addition, the Company has retained Kingsdale Advisors as its strategic shareholder advisor and proxy solicitation agent to assist it in connection with communicating to Shareholders in respect of the Arrangement. In connection with these services, Kingsdale Advisors is expected to receive an estimated fee of at least $130,000 for services provided, plus the aggregate amount of the per call fees payable in connection with calls with retail holders of Common Shares and reasonable out-of-pocket expenses.

Revocation of Proxies

To revoke voting instructions, a Beneficial Shareholder should follow the procedures provided by the CDS Participant or DTC Participant through which the Beneficial Shareholder holds Common Shares.

In addition to revocation in any other manner permitted by Law, a Registered Shareholder may revoke a proxy by depositing an instrument in writing executed by the Registered Shareholder or the Registered Shareholder's attorney authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney of the corporation, with Computershare Investor Services, Attention: Proxy Department, at any time up to and including 9:00 a.m. (Toronto time) on September 20, 2018 or, if the Meeting is adjourned, 48 hours (excluding Saturdays, Sundays and holidays) before any reconvened meeting, or with the Chair of the Meeting prior to the commencement of the Meeting on September 24, 2018 or any postponement or adjournment thereof.

Voting of Proxies

The accompanying Form of Proxy and Voting Instruction Form confer discretionary authority on the Persons named in it as proxies with respect to any amendments or variations to the matters identified in the Notice of Special Meeting of Shareholders or other matters that may properly come before the Meeting, or any adjournment or postponement thereof, and the Named Proxyholders in your properly executed Form of Proxy or Voting Instruction Form will vote on such matters in accordance with their judgment. At the date of this Circular, management of the Company is not aware of any such amendments, variations or other matters which are to be presented for action at the Meeting.

If the instructions in a proxy given to the Company's management are specified, the Common Shares represented by such proxy will be voted IN FAVOUR or AGAINST in accordance with your instructions on any poll that may be called for.

IF A CHOICE IS NOT SPECIFIED IN THE PROXY, YOUR COMMON SHARES WILL BE VOTED FOR THE ARRANGEMENT RESOLUTION.

Voting Shares and Principal Holders Thereof

As at the applicable Record Date, there were 107,478,630 Common Shares issued and outstanding. Each Shareholder will be entitled to one vote for each Common Share held.

To the knowledge of management of the Company and the Board, as at the date hereof, no Person or company beneficially owns, directly or indirectly, or exercising control or direction over, more than 10% of the voting rights attached to any class of voting securities of the Company.

The Board fixed the close of business (Toronto time) on August 21, 2018 as the Record Date for the determination of Shareholders that will be entitled to receive notice of and vote at the Meeting, and any adjournment or postponement of the Meeting. Only Shareholders whose names have been entered in the applicable register of Shareholders at the close of business on the Record Date are entitled to receive notice of, and to vote at, the Meeting.

Advice to Beneficial Shareholders

The Company uses an electronic book-based registration system through which the majority of Common Shares are held. Under this system, CDS, as nominee for CDS Clearing and Depository Services Inc., or DTC, acts as a clearing agent for its participants, which include banks, trust companies, securities dealers or brokers and trustees of or administrators of self-administered registered retirement savings plans, registered retirement income funds, registered educational savings plans and similar plans.

If you hold Common Shares through a CDS Participant or DTC Participant, you are a Beneficial Shareholder and your securities can only be voted (for, against or withheld from voting on resolutions, as applicable) by CDS or DTC (the registered holder) in accordance with your instructions.

Accordingly, in addition to the Notice of Special Meeting of Shareholders accompanying this Circular, you will also receive (depending on the particular CDS Participant or DTC Participant through which you hold your Common Shares), a Voting Instruction Form, which you must complete and return in accordance with the instructions printed on the form.

It is important that you complete and return your Voting Instruction Form in advance of the Meeting in accordance with the instructions printed on the form in order to ensure that your Common Shares are properly voted at the Meeting.

Beneficial Shareholders are Shareholders whose Common Shares are registered in the name of an Intermediary, such as a bank, trust company, securities broker, trustee, custodian or other nominee who holds the shares on their behalf, or in the name of a clearing agency in which the Intermediary is a participant (such as CDS). Intermediaries have obligations to forward Meeting materials to the Beneficial Shareholders, unless otherwise instructed by the holder (and as required by regulation in some cases, despite such instructions). If you wish to vote your Common Shares in

person at the Meeting, you must enter your own name in the blank space on the Voting Instruction Form under the heading "Appointment of Proxyholder" and return the form in advance of the Meeting according to the instructions printed on the form.

The Company may use Broadridge's QuickVote™ service to assist Beneficial Shareholders with voting their Common Shares. Beneficial Shareholders may be contacted by Kingsdale Advisors to conveniently obtain a vote directly over the telephone. Broadridge then tabulates the results of all instructions received and provides the appropriate instructions respecting the voting of Common Shares to be represented at the Meeting.

If you have any questions respecting the voting of Common Shares held through an Intermediary, please contact that Intermediary for assistance or Kingsdale Advisors, our strategic shareholder advisor and proxy solicitation agent, at 1-888-518-6813 toll free in North America, or at 416-867-2272 outside of North America, or by e-mail at contactus@kingsdaleadvisors.com.

In accordance with the requirements of National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**"), the Company has distributed copies of the Circular and the Form of Proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Beneficial Shareholders. Intermediaries are required to forward the Meeting Materials to Beneficial Shareholders unless a Beneficial Shareholder has waived the right to receive them. Intermediaries will generally use service companies (such as Broadridge Financial Solutions, Inc.) to forward the Meeting Materials to Beneficial Shareholders.

A Beneficial Shareholder may fall into two categories – those who object to their identity being made known to the issuers of the securities which they own ("**Objecting Beneficial Owners**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**Non-Objecting Beneficial Owners**").

Subject to the provisions of NI 54-101, issuers may request and obtain a list of their Non-Objecting Beneficial Owners from Intermediaries. Pursuant to NI 54-101, issuers may obtain and use the Non-Objecting Beneficial Owners list in connection with any matters relating to the affairs of the issuer, including the distribution of proxy-related materials directly to Non-Objecting Beneficial Owners. The Company uses and pays Intermediaries and agents to send the Meeting Materials to both Non-Objecting Beneficial Owners and Objecting Beneficial Owners.

The Meeting Materials are being sent to both Registered Shareholders and Beneficial Shareholders. If you are a Beneficial Shareholder, and the Company's agent sent these materials directly to you, your name, address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding securities on your behalf.

Procedure and Votes Required

The Interim Order provides that each Shareholder at the close of business on the Record Date will be entitled to receive notice of, to attend and to vote on the Arrangement Resolution at the Meeting. Each such Shareholder will be entitled to vote in accordance with the provisions set out below.

Pursuant to the Interim Order:

- each Shareholder will be entitled to one vote for each Common Share held;
- the quorum at the Meeting in respect of Shareholders shall be at least two (2) Persons who are, or who represent by proxy, Shareholders who, in the aggregate, hold at least 25% of the Common Shares entitled to be voted at the Meeting; and
- if within 30 minutes from the time set for the holding of the Meeting a quorum in respect of the Shareholders is not present, the Meeting shall stand adjourned to the same day in the next week (if a Business Day) at the same time and place and, if such day is a not a Business Day, the Meeting shall be adjourned to the next Business Day following one week after the day appointed for the Meeting at the same time and place, and if at such adjourned meeting a quorum is not present within 30 minutes from

the time set for the holding of the meeting, the Person or Persons present and being, or representing by proxy, one or more Shareholders entitled to attend and vote at the Meeting shall constitute a quorum.

Depositary

Computershare Trust Company of Canada will act as Depositary for the receipt of certificates representing Common Shares and Letters of Transmittal and Election Forms deposited pursuant to the Arrangement. The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified by the Company against certain liabilities under applicable Securities Laws and expenses in connection therewith.

No fee or commission is payable by any Shareholder who transmits its Common Shares directly to the Depositary. Except as set forth above or elsewhere in this Circular, the Company will not pay any fees or commissions to any broker or dealer or any other Person for soliciting deposits of Common Shares pursuant to the Arrangement.

Other Business

The management of the Company does not intend to present and do not have any reason to believe that others will present any item of business other than those set forth in this Circular at the Meeting. However, if any other business is properly presented at the Meeting and may properly be considered and acted upon, proxies will be voted by those named in the applicable Form of Proxy in their sole discretion, including with respect to any amendments or variations to the matters identified in this Circular.

LEGAL MATTERS

Certain legal matters in connection with the Arrangement will be passed upon by Davies Ward Phillips & Vineberg LLP, on behalf of the Company. Certain legal matters in connection with the Arrangement will be passed upon by McCarthy Tétrault LLP, on behalf of the Purchaser. As of August 22, 2018 the partners and associates of Davies Ward Phillips & Vineberg LLP beneficially owned, directly or indirectly, less than 1% of the outstanding Common Shares. As of August 22, 2018 the partners and associates of McCarthy Tétrault LLP beneficially owned, directly or indirectly, less than 1% of the outstanding Common Shares.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed under *"The Arrangement — Interests of Certain Persons in the Arrangement",* no informed person (as defined in Securities Laws) of the Company, or any associate or affiliate of any informed person, has had any material interest, direct or indirect, in any transaction, or proposed transaction, which has materially affected or would materially affect any of the Company or its subsidiaries since the commencement of the most recently completed financial year of the Company.

DIRECTORS' APPROVAL

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board.

DATED this 22nd day of August, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

*(signed) Jim Pantelidi*s
Jim Pantelidis
Chairman of the Board
Enercare Inc.

CONSENTS

Consent of National Bank Financial Markets

To the Special Committee of the Board of Directors and the Board of Directors of Enercare Inc. (the "**Company**"):

We refer to our written fairness opinion (the "**Fairness Opinion**") dated July 31, 2018, which we prepared solely for the information of the Special Committee of the Board of Directors and the Board of Directors of the Company in connection with the arrangement involving the Company and Cardinal Acquisitions Inc.

We consent to the inclusion of the Fairness Opinion and references to our firm name and a summary of the Fairness Opinion in the management information circular of the Company dated August 22, 2018. In providing such consent, National Bank Financial Markets does not intend that any person other than the Special Committee of the Board of Directors and the Board of Directors of the Company may rely upon the Fairness Opinion.

August 22, 2018

(signed) National Bank Financial Markets
National Bank Financial Markets

APPENDIX A

ARRANGEMENT RESOLUTION

"BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving Enercare Inc. (the "**Company**"), pursuant to the arrangement agreement among the Company and Cardinal Acquisitions Inc. dated August 1, 2018, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "**Arrangement Agreement**"), all as more particularly described and set forth in the management information circular of the Company dated August 22, 2018 (the "**Circular**"), accompanying the notice of this meeting is hereby authorized, approved and adopted.

2. The plan of arrangement, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms, involving the Company (the "**Plan of Arrangement**"), the full text of which is set out as Appendix E to the Circular, is hereby authorized, approved and adopted.

3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

4. The Company is authorized and directed to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of the Company (the "**Company Shareholders**") or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.

6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.

7. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing."

APPENDIX B

INTERIM ORDER

(SEE ATTACHED)

Court File No. CV-18-603508-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 21ST DAY
	)	
JUSTICE HAINEY	)	OF AUGUST, 2018

IN THE MATTER OF an application under section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*;

AND IN THE MATTER OF a proposed Plan of Arrangement involving Enercare Inc. and Cardinal Acquisitions Inc.

ENERCARE INC.

Applicant

INTERIM ORDER

THIS MOTION, made by the Applicant, Enercare Inc. ("Enercare"), for an Interim Order for advice and directions pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, (the "CBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on August 17, 2018 and the Affidavit of John Toffoletto, sworn August 17, 2018, (the "Toffoletto Affidavit"), including the Plan of Arrangement, which is attached as Exhibit E to the draft management information circular of Enercare (the "Information Circular"), which is attached as Exhibit "A" to the Toffoletto Affidavit, and on hearing the submissions of counsel for Enercare and counsel for Cardinal Acquisitions Inc. (the "Purchaser"), and on

being advised that the Director appointed under the CBCA (the "Director") does not consider it necessary to appear.

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. THIS COURT ORDERS that Enercare is permitted to call, hold and conduct a special meeting (the "Meeting") of the holders of Common Shares (the "Shareholders") of Enercare to be held at TMX Broadcast Centre, The Exchange Tower, 130 King Street West, Toronto, ON, on September 24, 2018 at 9:00 a.m. (Toronto time) in order for the Shareholders to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement, the full text of which is set out in Exhibit A to the Information Circular (collectively, the "Arrangement Resolution").

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the CBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "Notice of Meeting") and the articles and by-laws of Enercare, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be August 21, 2018.

5. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

(a) the Shareholders or their respective proxyholders;

(b) the officers, directors, auditors and advisors of Enercare;

(c) representatives and advisors of Enercare and the Purchaser;

(d) the Director; and

(e) other persons who may receive the permission of the Chair of the Meeting.

6. **THIS COURT ORDERS** that Enercare may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

7. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Enercare and that the quorum at the Meeting shall be not less than two persons present in person at the opening of the Meeting who are entitled to vote at the Meeting either as Shareholders or proxyholders and who hold or represent by proxy not less than twenty-five percent of the total number of outstanding Common Shares entitled to vote at the Meeting.

Amendments to the Arrangement and Plan of Arrangement

8. **THIS COURT ORDERS** that Enercare is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 9, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 12 and 13 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

9. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 8, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Enercare may determine.

Amendments to the Information Circular

10. **THIS COURT ORDERS** that Enercare is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental,

shall be the Information Circular to be distributed in accordance with paragraphs 12 and 13.

Adjournments and Postponements

11. **THIS COURT ORDERS** that Enercare, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Enercare may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

12. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Enercare shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the Form of Proxy, Letter of Transmittal and Election Form, and Voting Instruction Form, as applicable, along with such amendments or additional documents as Enercare may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

(a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the

date of sending and the date of the Meeting, by one or more of the following methods:

(i) by pre-paid ordinary or first class mail at the addresses of the Shareholders as they appear on the books and records of Enercare, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Enercare;

(ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

(iii) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Enercare, who requests such transmission in writing and, if required by Enercare, who is prepared to pay the charges for such transmission;

(b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

(c) the respective directors and auditors of Enercare, and to the Director appointed under the CBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the

person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

13. **THIS COURT ORDERS** that, in the event that Enercare elects to distribute the Meeting Materials, Enercare is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Enercare to be necessary or desirable (collectively, the "Court Materials") to the holders of Company Options, Company DSUs, Company PSUs, COO PSUs and Matching Shares of Enercare by any method permitted for notice to Shareholders as set forth in paragraphs 12(a) or 12(b), above, or by electronic transmission, concurrently with the distribution described in paragraph 12 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Enercare or its registrar and transfer agent at the close of business on the Record Date.

14. **THIS COURT ORDERS** that accidental failure or omission by Enercare to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Enercare, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or

proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Enercare, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

15. **THIS COURT ORDERS** that Enercare is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Enercare may determine in accordance with the terms of the Arrangement Agreement ("Additional Information"), and that notice of such Additional Information may, subject to paragraph 9, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Enercare may determine.

16. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 12 and 13 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 12 and 13 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 9, above.

Solicitation and Revocation of Proxies

17. **THIS COURT ORDERS** that Enercare is authorized to use the Letter of Transmittal and Election Form, Form of Proxy and Voting Instruction Form substantially in the form of the drafts accompanying the Information Circular, with such amendments and

additional information as Enercare may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Enercare is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Enercare may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Enercare deems it advisable to do so.

18. **THIS COURT ORDERS** that Shareholders shall be entitled to revoke their proxies in accordance with section 148(4) of the CBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to s.148(4)(a)(i) of the CBCA: (a) may be deposited at the registered office of Enercare or with the transfer agent of Enercare as set out in the Information Circular; and (b) any such instruments must be received by Enercare or its transfer agent not later than 9:00 a.m. on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjourned or postponed Meeting.

Voting

19. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold Common Shares of Enercare as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per Common Share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of (i) at least two-thirds (66⅔%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders; and (ii) a simple majority of the votes cast by the Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to Multilateral Instrument 61-101 of the Canadian Securities Administrators. Such votes shall be sufficient to authorize Enercare to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of this Arrangement by this Honourable Court.

21. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Enercare (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each Common Share held.

Dissent Rights

22. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 190 of the CBCA (except as the procedures of that section are varied by this

Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 190(5) of the CBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Enercare in the form required by section 190 of the CBCA and the Arrangement Agreement, which written objection must be received by Enercare at 7400 Birchmount Road, Markham, ON, L3R 5V4, Attention: John Toffoletto, Senior Vice-President, Chief Legal Officer and Corporate Secretary, with a copy to Enercare's counsel, Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, 40th Floor, Toronto, ON M5V 3J7, Attention: Brett Seifred, not later than 9:00 a.m. (Toronto time) on September 20, 2018 or 48 hours (not including Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement of the Meeting, and must otherwise strictly comply with the requirements of the CBCA. For purposes of these proceedings, the "court" referred to in section 190 of the CBCA means this Honourable Court.

23. **THIS COURT ORDERS** that, notwithstanding section 190(3) of the CBCA, Purchaser, not Enercare, shall be required to offer to pay fair value, as of the day prior to approval of the Arrangement Resolution, for Common Shares held by Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Shareholders may be entitled pursuant to the terms of the Plan of Arrangement. In accordance with the Plan of Arrangement and the Information Circular, all references to the "corporation" in subsections 190(3) and 190(11) to 190(26), inclusive, of the CBCA (except for the second reference to the "corporation" in subsection 190(12) and the two references to the "corporation" in subsection 190(17)) shall be deemed to refer to "Purchaser" in place of

the "corporation", and Purchaser shall have all of the rights, duties and obligations of the "corporation" under subsections 190(11) to 190(26), inclusive, of the CBCA.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

(a) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its Common Shares, shall be deemed to have transferred those Common Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Purchaser for cancellation in consideration for a payment of cash from Purchaser equal to such fair value; or

(b) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Enercare, Purchaser or any other person be required to recognize such Shareholders as holders of Common Shares of Enercare at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Enercare's register of holders of Common Shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Enercare may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 12 and 13 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 26.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Enercare, with a copy to counsel for Purchaser, as soon as reasonably practicable, and, in any event, no less than four days (not including Saturdays, Sundays and holidays) before the hearing of this Application at the following addresses:

Lawyers for Enercare:

Davies Ward Phillips & Vineberg LLP
40th Floor - 155 Wellington Street West
Toronto, ON M5V 3J7

Attn: James Doris
jdoris@dwpv.com
Tel: 416.367.6919
Fax: 416.863.0871

Lawyers for the Purchaser:

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower, 66 Wellington Street West,
Toronto, ON M5K 1E6

Attn: Eric Block
eblock@mccarthy.ca
Tel: 416.601.7792
Fax: 416.868.0673

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

(a) Enercare;

(b) the Purchaser;

(c) the Director; and

(d) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Enercare in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Common Shares, Company Options, Company DSUs, Company PSUs, COO PSUs and Matching Shares of Enercare, or the articles or by-laws of Enercare, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Enercare shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 2 1 2018

PER / PAR:

IN THE MATTER OF a proposed arrangement involving Enercare Inc. and Cardinal Acquisitions Inc.

ENERCARE INC. Applicant

Commercial List File No: CV-18-603508-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

B-17

INTERIM ORDER

Davies Ward Phillips & Vineberg LLP
40th Floor - 155 Wellington Street West
Toronto, ON M5V 3J7

James Doris (LSO #33236P)
jdoris@dwpv.com
Tel: 416.367.6919
Fax: 416.863.0871

Lawyers for the Applicant

APPENDIX C

NOTICE OF APPLICATION

(SEE ATTACHED)

CV-18-603508-00CL

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF an application under section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*;

AND IN THE MATTER OF a proposed Plan of Arrangement involving Enercare Inc. and Cardinal Acquisitions Inc.

ENERCARE INC.

Applicant

NOTICE OF APPLICATION

TO: THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED BY THE APPLICANT. The claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List at 330 University Avenue, Toronto on October 1, 2018 at 10:00 a.m. or as soon after that time as the matter can be heard.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the Application, or to be served with any documents in the Application, you or an Ontario lawyer acting for you must forthwith prepare a Notice of Appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your Notice of Appearance, serve a copy of the evidence on the Applicant's lawyer and file it, with proof of service, in the court office where the Application is to be heard as soon as possible, but at least 2 days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: August 17, 2018

Issued by: May Nikolaidis

May Nikolaidis

Address of Court Office:

330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: All holders of common shares, options, deferred share units, performance share units and matching shares of Enercare Inc.

AND TO: All directors of Enercare Inc.

AND TO: The auditors of Enercare Inc.

AND TO: The Director under the *Canada Business Corporations Act*
Corporations Canada
Industry Canada
9th Floor, Jean Edmonds Tower South
365 Laurier Avenue West
Ottawa, ON K1A 0C8

AND TO: **Cardinal Acquisitions Inc.**
McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
66 Wellington Street West,
Toronto, ON M5K 1E6

Eric Block (LSO #47479K)
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Lawyers for Cardinal Acquisitions Inc.

APPLICATION

1. The Applicant, Enercare Inc. ("**Enercare**"), makes application for:

   (a) a final Order pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**") approving the plan of arrangement (the "**Arrangement**") proposed by Enercare substantially in the form described in the management information circular to be distributed to the shareholders of Enercare, which circular is marked as Exhibit "A" to the Affidavit of John Toffoletto sworn August 17, 2018, filed in this proceeding;

   (b) an interim order (the "**Interim Order**"), without notice (except to the Director under the CBCA), for advice and directions pursuant to section 192 of the CBCA with respect to the Arrangement and this Application;

   (c) an order abridging the time for the service and filing or dispensing with service of the Notice of Application and Application Record, if necessary; and

   (d) such further and other relief as this Honourable Court deems just.

2. The grounds for the Application are:

   (a) Enercare is a corporation incorporated under the provisions of the CBCA;

   (b) Enercare proposes an arrangement pursuant to section 192 of the CBCA which, if approved by Enercare shareholders and the Court, will result in,

among other things, the acquisition of all of the issued and outstanding common shares of Enercare by Cardinal Acquisitions Inc., a wholly-owned subsidiary of the Sponsor (as defined below), together with a newly formed Ontario limited partnership. For the purposes of this Application, "**Sponsor**" means Brookfield Infrastructure Group Inc., the investment vehicles comprising Brookfield Infrastructure Fund III, and any trust, fund, company, partnership or person owned, managed, sponsored or advised, directly or indirectly, by Brookfield Asset Management Inc., Brookfield Infrastructure Partners L.P. or Brookfield Infrastructure Fund III or any direct or indirect subsidiaries of any such trust, fund, company, partnership or person.;

(c) the Arrangement is an "arrangement" under the meaning of subsection 192(1) of the CBCA;

(d) all statutory requirements for an arrangement under the CBCA either have been fulfilled or will be fulfilled by the date of return of this Application;

(e) the directions set out and the approvals required pursuant to any Interim Order this court may grant have been followed and obtained, or will be followed and obtained by the return date of this Application;

(f) the proposed Arrangement is in the best interests of Enercare, is fair and reasonable to the shareholders of Enercare and other affected parties, and is put forward in good faith;

(g) it is not practicable for Enercare to effect the result contemplated by the Arrangement under any other provision of the CBCA;

(h) Enercare is not insolvent as defined in subsection 192(2) of the CBCA;

(i) the Application has a material connection to the Toronto Region;

(j) the Notice of Application will be sent to all registered holders of Enercare common shares, options, deferred share units, performance share units and matching shares of Enercare at the address of each holder as shown on the books and records of Enercare, as at the close of business on the Record Date, or as this Court may direct in the Interim Order, pursuant to Rule 17.02(n) of the Rules of Civil Procedure in the case of those holders whose addresses, as they appear on the books and records of Enercare, are outside Ontario;

(k) section 192 of the CBCA;

(l) rules 3.02(1), 14.05(2), 16.04(1), 16.08, 17.02, 37 and 38 of the *Rules of Civil Procedure*; and

(m) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the Application:

(a) the Interim Order and any other order(s) as may be granted by this Honourable Court;

(b) the Affidavit of John Toffoletto, sworn August 17, 2018, and the exhibits attached thereto and other materials referred to therein;

(c) the supplementary Affidavit material, to be sworn, and the exhibits thereto and other materials referred to therein reporting as to the compliance with any Interim Order of this Court and as to the result of any meeting ordered by any Interim Order of this Court; and

(d) such further and other materials as counsel may advise and this Honourable Court may permit.

August 17, 2018

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

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Fax: 416.863.0871

Lawyers for the Applicant

IN THE MATTER OF a proposed arrangement involving Enercare Inc. and Cardinal Acquisitions Inc.

Enercare Inc. Applicant

CV-18-603508-00CL

Court File No:

ONTARIO
SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicant

C-8

APPENDIX D

ARRANGEMENT AGREEMENT

(SEE ATTACHED)

Execution Version

ARRANGEMENT AGREEMENT

CARDINAL ACQUISITIONS INC.

- and -

ENERCARE INC.

August 1, 2018

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of August 1, 2018,

BETWEEN:

CARDINAL ACQUISITIONS INC.,
a corporation existing under the laws of Canada

(the "**Purchaser**")

- and -

ENERCARE INC.,
a corporation existing under the laws of Canada

(the "**Company**")

WHEREAS the Purchaser wishes to acquire all of the issued and outstanding common shares of the Company in exchange for cash;

AND WHEREAS the Special Committee has unanimously determined that the Arrangement is fair to the Company Shareholders and in the best interests of the Company and recommended to the Board that the Board approve this Agreement and the Arrangement, and recommend that the Company Shareholders vote in favour of the Arrangement;

AND WHEREAS the Board has unanimously determined that the Arrangement is fair to the Company Shareholders and in the best interests of the Company, and has resolved to recommend that the Company Shareholders vote in favour of the Arrangement;

AND WHEREAS the Parties intend to carry out the transactions contemplated herein by way of a plan of arrangement under the provisions of the CBCA;

AND WHEREAS the Purchaser has entered into support and voting agreements with the directors and senior officers of the Company who are holders of Common Shares, pursuant to which, among other things, such directors and senior officers have agreed to vote all of the Common Shares held by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in such agreements;

AND WHEREAS the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for;

AND WHEREAS concurrently with the execution and delivery of this Agreement, and as a condition and inducement to the Company entering into this Agreement, the Guarantors (as defined herein) are entering into a guarantee (the "**Guarantee**") in favour of the Company with respect to certain obligations of the Purchaser under this Agreement;

AND WHEREAS concurrently with the execution and delivery of this Agreement, and as a condition and inducement to the Company entering into this Agreement, the Equity Financing

Sources (as defined herein), are entering into an equity commitment letter (the "**Equity Commitment Letter**") with the Purchaser providing for the Equity Financing (as defined herein).

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement and any transaction involving only the Company and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons other than the Purchaser or one or more of its affiliates relating to: (i) any direct or indirect sale, disposition or joint venture (or any lease, long-term supply agreement, licence or other arrangement having the same economic effect as a sale), of assets of the Company or any of its Subsidiaries (including any voting or equity securities of any of the Company's Subsidiaries) representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings, of the Company and its Subsidiaries taken as whole (in each case based on the consolidated financial statements of the Company most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any such Person or group of Persons acting jointly or in concert with such Person within the meaning of Securities Laws, of Common Shares (including securities convertible into or exercisable or exchangeable for Common Shares) representing, when taken together with the Common Shares of the Company (including securities convertible into or exercisable or exchangeable for Common Shares) held by any such Person or group of Persons acting jointly or in concert with such Person, 20% or more of the Common Shares (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for Common Shares), in either case of (i) or (ii), whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other transaction involving the Company or any of its Subsidiaries, and whether in a single transaction or a series of related transactions.

"**Agreement**" means this arrangement agreement, including all schedules annexed hereto, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Anti-Corruption Laws**" has the meaning specified in Paragraph 38 of Schedule C.

"**Arrangement**" means an arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Resolution**" means the special resolution approving the Plan of Arrangement to be considered at the Company Meeting, substantially in the form of Schedule B.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably.

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Base Premium**" has the meaning specified in Section 4.9(a).

"**BIP**" means Brookfield Infrastructure Partners L.P.

"**BIP Units**" means the non-voting limited partnership units of BIP issuable upon exchange of the Exchangeable Units and to be listed for trading on the New York Stock Exchange and the Toronto Stock Exchange.

"**Board**" means the board of directors of the Company as constituted from time to time.

"**Board Recommendation**" has the meaning specified in Section 2.4(b).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"**Canadian Shareholder**" has the meaning set forth in the Plan of Arrangement.

"**Cash Consideration**" means $29.00 in cash for each Common Share.

"**CBCA**" means the *Canada Business Corporations Act*.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"**Change in Recommendation**" has the meaning specified in Section 7.2(a)(iv)(B).

"**Closing**" has the meaning specific in Section 2.8(b).

"**Code**" has the meaning specified in Paragraph 28(e) of Schedule C.

"**Collective Agreements**" means all collective bargaining agreements and union agreements currently applicable to the Company and/or any of its Subsidiaries which impose any obligations upon the Company and/or any of its Subsidiaries with respect to any Company Employee.

"**Commissioner of Competition**" means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act or his/her designee.

"**Common Shares**" means common shares in the capital of the Company.

"**Company**" has the meaning specified in the preamble.

"**Company Assets**" means all of the assets, properties (real or personal), permits, rights, licenses or other privileges (whether contractual or otherwise) of the Company and its Subsidiaries.

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Company Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Company to the Purchaser with this Agreement.

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of January 1, 2011, as amended and restated effective March 11, 2011, June 1, 2011, December 31, 2015, March 6, 2017, and subsequently on March 5, 2018.

"**Company DSUs**" means the outstanding deferred share units issued pursuant to the Company DSU Plan.

"**Company Employees**" means all officers and employees of the Company and/or its Subsidiaries, including unionized, non-unionized, part-time, full-time, active and inactive employees.

"**Company Equity Awards**" means the Company Options, Company DSUs, COO PSUs and Company PSUs issued pursuant to the Company Stock Option Plans, the Company DSU Plan, or the Company PSU Plan as applicable.

"**Company Filings**" means all documents publicly filed under the profile of the Company on SEDAR since January 1, 2017.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

"**Company Optionholders**" means the holders of Company Options.

"**Company Options**" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plans.

"**Company PSU Plan**" means the performance share unit plan established by the Company on January 1, 2011, as amended and restated on June 1, 2011 and subsequently amended and restated effective March 16, 2015.

"**Company PSUs**" means the outstanding performance share units issued pursuant to the Company PSU Plan, other than the COO PSUs.

"**Company Shareholders**" means the registered or beneficial holders of the Common Shares, as the context requires.

"**Company Stock Option Plans**" means the Company 2011 Stock Option Plan and the Company 2014 Stock Option Plan.

"**Company 2011 Stock Option Plan**" means the share option plan established by the Company on January 1, 2011.

"**Company 2014 Stock Option Plan**" means the share option plan established by the Company on March 5, 2014.

"**Competition Act**" means the *Competition Act* (Canada).

"**Competition Act Approval**" means (i) the issuance of an advance ruling certificate under subsection 102(1) of the Competition Act to the effect that the Commissioner of Competition is satisfied that he or she would not have sufficient grounds upon which to apply to the Competition Tribunal for an order under section 92 of the Competition Act with respect to the transactions contemplated by this Agreement; or (ii) the applicable waiting period, including any extension of such waiting period, under section 123 of the Competition Act shall have expired or been terminated; or (iii) the obligation to provide pre-merger notification in accordance with Part IX of the Competition Act shall have been waived in accordance with paragraph 113(c) of the Competition Act and, in the case of (ii) or (iii), the Commissioner of Competition shall have issued a No-Action Letter.

"**Confidentiality Agreement**" means the confidentiality agreement dated April 16, 2018 between Brookfield Infrastructure Group Inc. and the Company.

"**Consideration**" means the consideration to be received by the Company Shareholders pursuant to the Plan of Arrangement consisting of: (i) the Cash Consideration, or (ii) in the case of a Canadian Shareholder who has elected to receive Exchangeable Units, 0.5509 of an Exchangeable Unit; in each case subject to adjustment in the manner and in the circumstances contemplated in Section 2.11 of this Agreement.

"**Constating Documents**" means articles and notice of articles, articles of incorporation, formation, amalgamation, or continuation, as applicable, charters, operating agreements, by-laws or other organizational documents and all amendments to such articles, charters, operating agreements, by-laws or other organizational documents.

"**Contract**" means any legally binding agreement, commitment, engagement, contract, franchise, licence, obligation, arrangement or undertaking (written or oral), together with any amendments and modifications thereto, to which any Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which any of their respective properties or assets is subject.

"**COO PSUs**" means the outstanding performance share units granted to the Chief Operating Officer, Home Services of the Company under the Company PSU Plan in

respect of the Performance Period commencing February 1, 2016 pursuant to a grant agreement dated February 24, 2016 between the Company and the Chief Operating Officer.

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

"**Data Room**" means the material contained in the virtual data room established by the Company as at 5:00 p.m. on July 26, 2018.

"**Depositary**" means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

"**Director**" means the Director appointed pursuant to section 260 of the CBCA.

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

"**Dividend Reinvestment Plan**" means the dividend reinvestment plan established by the Company on November 15, 2016.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"**Employee Plans**" means all health, welfare, supplemental unemployment benefit, post-employment benefit, bonus, profit sharing, option, stock appreciation, equity or equity-based, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, termination, severance, change of control, disability, superannuation, pension, supplemental pension or supplemental retirement plans and other employee or director compensation or benefit plans, policies, practices, trusts, funds, agreements, arrangements or undertakings, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, and in each case for the benefit of directors or former directors of the Company or any of its Subsidiaries, Company Employees, former Company Employees, or any spouses, dependents, survivors or beneficiaries of such Persons, which are maintained by or binding upon the Company or any of its Subsidiaries or in respect of which the Company or any of its Subsidiaries has any actual or potential liability, including all "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") but, for greater certainty, "**Employee Plans**" does not include any Collective Agreements.

"**Employee Share Purchase Plan**" means the employee share purchase plan of the Company effective November 1, 2014, as amended and restated effective November 9, 2016.

"**Environmental Laws**" means all Laws relating to worker health and safety, pollution, natural resources, protection of the natural environment or any species that might make

use of it or the generation, production, import, export, use, handling, storage, treatment, transportation, disposal or Release of Hazardous Substances, including under common law, and all Authorizations issued pursuant to such Laws.

"**Equity Commitment Letter**" has the meaning given to it in the Recitals.

"**Equity Financing**" means the agreement of each of the Equity Financing Sources to fund, subject to the terms and conditions of the Equity Commitment Letter, the amounts set forth therein, the proceeds of which will be used by the Purchaser for purposes of depositing or causing to be deposited with the Depositary in escrow the amounts contemplated by Section 2.9.

"**Equity Financing Sources**" means the equity financing sources identified in, and any other Person who becomes a financing source in respect of, the Equity Financing pursuant to the Equity Commitment Letter.

"**ERISA**" has the meaning specified under the definition of "Employee Plans" herein.

"**ERISA Affiliate**" has the meaning specified in Paragraph 30(h) of Schedule C.

"**ESI**" means Enercare Solutions Inc.

"**ESI Filings**" means all documents publicly filed under the profile of ESI on SEDAR since January 1, 2017.

"**Exchange GP**" means an indirect newly formed subsidiary of BIP, which will be the general partner of Exchange LP and a resident of Canada for the purposes of the Tax Act.

"**Exchange LP**" has the meaning specified in Section 2.13.

"**Exchange LPA**" means the limited partnership agreement governing Exchange LP that will provide for the rights and attributes set forth in Annex I to the Plan of Arrangement.

"**Exchange Right**" means a right of the holder of Exchangeable Units to receive one BIP Unit for each Exchangeable Unit held by causing Exchange LP to redeem the Exchangeable Units, in accordance with the terms and conditions of the Exchange LPA.

"**Exchangeable Units**" means class B limited partnership units of Exchange LP that will provide the holder with distributions that are economically equivalent to distributions on BIP Units and will provide for the Exchange Right.

"**Fairness Opinion**" means an opinion of the Financial Advisor to the effect that, as of the date of such opinion, the Consideration to be received by the Company Shareholders is fair, from a financial point of view, to such holders.

"**Final Order**" means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or

denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

"**Financial Advisor**" means National Bank Financial Inc.

"**Franchise Agreements**" means all (i) franchise agreements that are currently in effect between the Company or any of its Subsidiaries and any franchisee; and (ii) master franchise agreements, in each case to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or its or their properties is bound and that grant or purport to grant to any person the right to develop or operate a franchise or license others to develop or operate a franchise within one or more countries, states, provinces or other significant geographic areas.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent, authority or representative of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Government Official**" means any official, employee, or representative of any Governmental Entity or public international organization, any political party or employee thereof, or any candidate for political office.

"**Guarantee**" has the meaning given to it in the Recitals.

"**Guarantors**" means the guarantors identified in, and any other Person who becomes a guarantor pursuant to, the Guarantee.

"**Hazardous Substances**" means (i) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos, asbestos-containing materials and polychlorinated biphenyls and (ii) any substance that is defined, regulated, prohibited, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws.

"**Holding Period**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

''**HSR Act**'' means the United States *Hart-Scott-Rodino Antitrust Improvements Act of 1976* as amended, and the rules and regulations promulgated thereunder.

"HSR Approval" means that all applicable waiting periods (including any extension thereof) and clearances pursuant to the HSR Act shall have unconditionally expired, been terminated or been obtained, as applicable.

"**HVAC Equipment**" means commercial and residential mechanical systems which provide heating, cooling, ventilation and/or domestic hot water within a building, to provide a controlled environment for the occupants, whether fuelled by natural gas, electricity or otherwise and related or ancillary assets.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) works of authorship, copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) Software; and (viii) any other intellectual property and industrial property.

"**Interim Order**" means the interim order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Investment Canada Act**" means the *Investment Canada Act* (Canada).

"**IT Assets**" means any and all Software, hardware, servers, systems, networks, data communications lines, websites, platforms, and other computer, information technology or telecommunications assets and equipment, in each case, owned, leased, licensed, used or held for use by the Company or any of its Subsidiaries.

"**Key Regulatory Approvals**" means the approvals listed on Schedule E.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Legal Proceedings**" means any litigation, action, application, suit, investigation, inquiry, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, criminal or arbitration proceeding or other similar proceeding, before or by any Governmental Entity (including any appeal or review thereof and any application for leave for appeal or review).

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

"**Limited Guarantee**" has the meaning given to it in the Recitals.

"**LPAC Approval**" means the approval of a majority of members of an advisory committee of limited partners of the master funds of Brookfield Infrastructure Fund III.

"**Matching Period**" has the meaning specified in Section 5.4(a)(iii).

"**Matching Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or liabilities (contingent or otherwise) of the Company and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance resulting from or arising in connection with:

(a) any change or development generally affecting the industries or segments in which the Company and its Subsidiaries operate or carry on their business;

(b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, securities or capital markets in Canada, the United States or in global financial or capital markets;

(c) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;

(d) any change in IFRS or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business;

(e) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster;

(f) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;

(g) any change in the market price or trading volume of any securities of the Company (provided, however, that the causes underlying such change may be considered to determine whether such change constitutes a Material Adverse Effect);

(h) the failure of the Company to meet any internal or published projections, forecasts, guidance or estimates of revenues, earnings or cash flow for any period ending on or after the date of this Agreement (provided, however, that the

causes underlying such failure may be considered to determine whether such failure constitutes a Material Adverse Effect);

(i) any matter expressly disclosed in the Company Disclosure Letter (it being understood that any change to any matter disclosed in the Company Disclosure Letter may be taken into account in determining whether a Material Adverse Effect has occurred);

(j) the announcement of this Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company and/or any of its Subsidiaries with any of its current or prospective Company Employees, customers, shareholders, distributors, suppliers, counterparties, insurance underwriters or partners;

(k) any action not taken by the Company or its Subsidiaries solely as a result of the refusal of the Purchaser to provide a consent required by the Company to such action; or

(l) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the Purchaser in writing,

provided, however, that (i) with respect to clause (a) through to and including clause (f), such matter does not have a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company and/or its Subsidiaries operate, in which case such effect may be taken into account in determining whether a Material Adverse Effect occurred, and (ii) that references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred.

"**Material Contract**" means any Contract: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect; (ii) relating directly or indirectly to the guarantee of any non-Ordinary Course liabilities or obligations or to indebtedness for borrowed money (in each case whether incurred, assumed, guaranteed or secured by any asset) in excess of $20 million, excluding guarantees or intercompany liabilities or obligations between two or more wholly-owned Subsidiaries of the Company or between the Company and one or more of its wholly-owned Subsidiaries; (iii) restricting, or which may in the future restrict, the incurrence of indebtedness by the Company or any of its Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of its Subsidiaries, or restricting, or which may in the future restrict, the payment of dividends by the Company or any of its Subsidiaries; (iv) providing for the establishment, investment in, organization, formation, or governance of any joint venture, limited liability company or partnership with a value in excess of $10 million (book value or fair market value); (v) that creates an exclusive dealing arrangement or right of first offer or refusal that is material to the Company and its Subsidiaries taken as a whole, to the benefit of a third party, other than joint operating agreements, bidding agreements and other industry standard agreements entered into in the Ordinary Course; (vi) providing for the purchase, sale or exchange of, or option to

purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $20 million; (vii) that limits or restricts in any material respect the ability of the Company or any Subsidiary to engage in any line of business or carry on business in any geographic area, or the scope of Persons to whom the Company or any of its Subsidiaries may sell products or deliver services; (viii) each of the Contracts listed in Schedule 3.1(21)(a) of the Company Disclosure Letter; (ix) that will require (A) consent from any Person or (B) a guarantee to be provided by the Purchaser or any Person that controls the Purchaser, in each case in connection with the completion of the transactions contemplated herein where the termination of such Contract would have a material adverse impact on the Company's business; (x) that constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract, in the case of an option, with a gross amount of premium payable at the time of execution (based on the greater of fair market value or actual premium payable) of $1 million or more or, in the case of any other transaction, with a gross notional amount of $10 million or more; (xi) under which the Company or any of its Subsidiaries is obligated to make or expects to receive payments in excess of $20 million over the remaining term; (xii) that is a Franchise Agreement; (xiii) with any Governmental Entity to which the Company or any of its Subsidiaries is a party which is not entered into in the Ordinary Course; or (xiv) that constitutes an amendment, supplement, renewal or modification in respect of any of the foregoing.

"**Material Subsidiaries**" has the meaning specified in Paragraph 7(c) of Schedule C.

"**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

"**No-Action Letter**" means a letter from the Commissioner of Competition indicating that he or she does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement.

"**Notice**" has the meaning specified in Section 8.4.

"**NYSE**" means the New York Stock Exchange.

"**officer**" has the meaning specified in the *Securities Act* (Ontario).

"**OHSL**" has the meaning specified in Paragraph 28(h) of Schedule C.

"**Ordinary Course**" means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary, and is taken in the usual and ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary.

"**Outside Date**" means November 29, 2018, subject to the right of either the Purchaser or the Company to postpone the Outside Date for up to an additional 60 days (in 30-day increments) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by November 29, 2018 and none of such remaining Key Regulatory Approvals has been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Parties to such effect no later than 5:00 p.m. on the date that is not less than five days prior to the

original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties; provided that, notwithstanding the foregoing, (a) a Party shall not be permitted to postpone the Outside Date if the failure to obtain a Key Regulatory Approval is the result of such Party's deliberate breach of its obligations under this Agreement with respect to obtaining such Key Regulatory Approval, and (b) in the aggregate such postponements shall not exceed 60 days from the original Outside Date.

"**Participant**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Participant Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Parties**" means the Company and the Purchaser, and "**Party**" means any one of them.

"**PBA**" means the *Pension Benefits Act* (Ontario).

"**Performance Factor**" has the meaning ascribed thereto in the grant agreements made pursuant to the Company PSU Plan. The Performance Factor for 2017 in respect of a 2017 PSU and 2016 PSU is 1.25 and the Performance Factor for 2016 in respect of a 2016 PSU is 0.5; the Performance Factor for 2018, 2019 and 2020 in respect of a 2018 PSU, 2017 PSU and 2016 PSU is 1.0.

"**Performance Period**" has the meaning ascribed thereto in the Company PSU Plan;

"**Performance Share Unit Account**" has the meaning ascribed thereto in the Company PSU Plan;

"**Permitted Dividends**" means regular monthly dividends to Company Shareholders not in excess of $0.0832 in cash per Common Share.

"**Permitted Liens**" means, in respect of the Company or any of its Subsidiaries, any one or more of the following:

(a) Liens or deposits for Taxes or charges for electricity, gas, power, water and other utilities (i) which are not yet due and payable or delinquent or (ii) which are being contested in good faith by appropriate proceedings and in respect of which the applicable Governmental Entities are prevented from taking collection action during the valid contest of such amounts and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Company in accordance with IFRS;

(b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Company Assets, provided that such Liens are related to obligations not yet due or delinquent, are not registered against title to any Company Assets and in respect of which adequate holdbacks are being maintained as required by applicable Law imposed by any Governmental Entity having jurisdiction over real property;

(c) municipal by-laws, regulations, ordinances, zoning law, building or land use restrictions and other limitations imposed by any Governmental Entity having jurisdiction over real property and any other restrictions affecting or controlling the use, marketability or development of real property;

(d) customary rights of general application reserved to or vested in any Governmental Entity to control or regulate any interest in the facilities in which the Company or any of its Subsidiaries conduct their business, provided that such Liens, encumbrances, exceptions, agreements, restrictions, limitations, contracts and rights (i) were not incurred in connection with any indebtedness, and (ii) do not, individually or in the aggregate, have a material adverse effect on the value or materially impair or add material cost to the use of the subject property;

(e) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Company or any of its Subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

(f) Liens incurred, created and granted in the Ordinary Course to a public utility, municipality or Governmental Entity in connection with operations conducted with respect to the Company Assets, but only to the extent those Liens relate to costs and expenses for which payment is not yet due or delinquent;

(g) any minor encroachments by any structure located on the Company Assets onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Company Assets that do not materially adversely affect the use of the Company Assets or otherwise materially impair business operations at the affected properties;

(h) easements, rights of way, restrictions, restrictive covenants, servitudes and similar rights in land including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables, that in each case do not materially adversely impact the use of such property as it is being used on the date of this Agreement;

(i) any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent (including the reservation of any mines and minerals in the Crown or in any other Person), as same may be varied by statute, together with any Liens arising from or as a result of any alleged defects or irregularities in the initial grant from the Crown;

(j) any Liens in connection with (i) credit, loan or other financing Contracts that have been disclosed in the Data Room, or (ii) any such Contracts entered into after the date hereof in compliance with this Agreement;

(k) such other imperfections or irregularities of title or Liens as do not individually or in the aggregate materially detract from the value or materially adversely affect

the use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties;

(l) any Liens, other than those described above, that are (i) registered or of record as of the date hereof against title to real property comprising Company Assets in the applicable land registry offices or recording offices, or (ii) registered or recorded, as of the date hereof, against the Company Assets in a public personal property registry, or similar registry systems;

(m) Liens attaching to any real property of the customers of the Company or a Subsidiary thereof upon which Rental Assets rented by the Company or a Subsidiary thereof are situate; and

(n) Liens listed and described in Schedule 1.1(b) of the Company Disclosure Letter.

"**Person**" includes any individual, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Schedule A, subject to any amendments or variations to such plan made in accordance with Section 8.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Pre-Acquisition Reorganization**" has the meaning specified in Section 4.6.

"**Preferred Shares**" means the preferred shares in the capital of the Company;

"Public Filings" means the Company Filings and ESI Filings.

"**Purchaser**" has the meaning specified in the preamble.

"**Real Property Lease**" means any lease, sublease, license, occupancy agreement or other agreement with respect to any real property leased, subleased or licensed by the Company or any of its Subsidiaries.

"**Regulatory Approval**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in connection with the Arrangement, including the Key Regulatory Approvals.

"**Release**" has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the environment.

"**Rental Assets**" means (a) all Sub-meter Assets, (b) all residential and commercial water heaters, (c) HVAC Equipment, and (d) other related or ancillary assets, in each case owned by Company or any of its Subsidiaries.

"**Rental Contract**" means all rental contracts or arrangements with customers (whether or not in writing) relating to Rental Assets, other than Sub-meter Assets.

"**Representative**" has the meaning specified in Section 5.1(a).

"**Required Approval**" has the meaning specified in Section 2.2(b).

"**Securities Authorities**" means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

"**Securities Laws**" means the *Securities Act* (Ontario) and any other applicable Canadian provincial securities laws, rules and regulations and published policies thereunder.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities.

"**Senior Management**" means the President and Chief Executive Officer; the Senior Vice President, Chief Legal Officer and Corporate Secretary; the Chief Financial Officer; the Vice President, Finance; the Chief Operating Officer, Home Services; the Chief Information Officer; the Chief Human Resources Officer; the President and Chief Executive Officer, Service Experts; and the Senior Vice President and General Manager, Sub-metering.

"Shareholder Rights Plan" means the amended and restated shareholder rights plan agreement dated May 1, 2017 between the Company and Computershare Investor Services Inc., as rights agent, as modified or amended.

"**Software**" means computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs.

"**Special Committee**" means the committee of independent members of the Board formed in relation to the proposal to effect the transactions contemplated by this Agreement.

"**Sponsor**" means, collectively, Brookfield Infrastructure Group Inc., the investment vehicles comprising Brookfield Infrastructure Fund III, and any trust, fund, company, partnership or person owned, managed, sponsored or advised, directly or indirectly, by Brookfield Asset Management Inc., Brookfield Infrastructure Partners L.P. or Brookfield Infrastructure Fund III or any direct or indirect subsidiaries of any such trust, fund, company, partnership or person.

"**Sub-meter Assets**" means all electrical, water, gas and thermal energy meter devices owned by, or otherwise supplied by or on behalf of, the Company or its Subsidiaries for

the Company's or its Subsidiaries' business in providing sub-meters and related services for residential and commercial units.

"**Sub-meter Contracts**" means any agreement between the Company or its Subsidiaries and any Persons in respect of the provision of Sub-meter Assets or related sub-metering measurement, billing and related services by the Company or its Subsidiaries.

"**Superior Proposal**" means any *bona fide* written Acquisition Proposal from a Person or group of Persons who is at arm's length to the Company to acquire not less than all of the outstanding Common Shares or all or substantially all of the assets of the Company on a consolidated basis: (i) that did not result from or involve a breach of Article 5, (ii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; (iii) that is not subject to any financing contingency and in respect of which, to the satisfaction of the Board, acting in good faith, adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Common Shares or assets, as the case may be; (iv) that is, as at the date the Company provides the Superior Proposal Notice to the Purchaser, not subject to any due diligence or access condition; and (v) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its financial advisors and its outside legal advisors and after taking into account all the terms and conditions of the Acquisition Proposal, that the Acquisition Proposal would, if completed in accordance with its terms (but without assuming away any risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the Company Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(b)).

"**Superior Proposal Notice**" has the meaning specified in Section 5.4(a)(ii).

"**Support and Voting Agreements**" means each of the support and voting agreements dated the date hereof between the Purchaser and the directors and senior officers of the Company who are Company Shareholders.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, escheat, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social

services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Termination Amount**" has the meaning specified in Section 8.2.

"**Termination Amount Event**" has the meaning specified in Section 8.2.

"**Trade Control Laws**" has the meaning specified in Paragraph 39 of Schedule C

"**TSX**" means the Toronto Stock Exchange.

"**Unit Consideration**" has the meaning set forth in the Plan of Arrangement.

"**U.S. Exchange Act**" means the *Securities Exchange Act* of 1934 of the United States of America.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

(a) **Headings, etc**. The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(b) **Currency**. All references to dollars or to $ are references to Canadian dollars, unless otherwise specified.

(c) **Gender and Number**. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(d) **Certain Phrases and References, etc**. The words "including", "includes" and "include" mean "including (or includes or include) without limitation," and "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." Unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The term "Agreement" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all

schedules to it. The term "made available" means copies of the subject materials were included in the Data Room.

(e) **Capitalized Terms**. All capitalized terms used in any Schedule or in the Company Disclosure Letter have the meanings ascribed to them in this Agreement.

(f) **Knowledge**. Where any representation or warranty is expressly qualified by reference to the knowledge of the Company, it is deemed to refer to the actual knowledge of Senior Management after making reasonable inquiries of such Persons as they consider necessary as to the matters that are the subject of the representations and warranties. The Company confirms that Senior Management has made such reasonable inquiries.

(g) **Accounting Terms**. Unless otherwise specified herein, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of the Company required to be made shall be made in a manner consistent with IFRS.

(h) **Statutes**. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(i) **Computation of Time**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(j) **Time References**. References to time are to local time, Toronto, Ontario.

(k) **Affiliates and Subsidiaries**. For the purpose of this Agreement, a Person is an "**affiliate**" of another Person if one of them is a Subsidiary of the other or each one of them is controlled, directly or indirectly, by the same Person. A "**Subsidiary**" means a Person that is controlled directly or indirectly by another Person and includes a Subsidiary of that Subsidiary. A Person is considered to "**control**" another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction, by contract or otherwise, over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, or (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person.

1.3 Schedules

(a) The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

(b) The Company Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes, or (ii) a Party, acting reasonably and in good faith, needs to disclose it in order to enforce or exercise its rights under this Agreement.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

The Company and the Purchaser agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement.

2.2 Interim Order

As soon as reasonably practicable after the date of this Agreement, the Company shall apply in a manner reasonably acceptable to the Purchaser pursuant to section 192 of the CBCA and, in cooperation with the Purchaser, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

(a) for the classes of persons to whom notice is to be provided in respect of the Arrangement and the Company Meeting and for the manner in which such notice is to be provided;

(b) that the required level of approval (the "**Required Approval**") for the Arrangement Resolution shall be two-thirds of the votes cast on the Arrangement Resolution by Company Shareholders present in person or by proxy at the Company Meeting;

(c) that, in all other respects, the terms, restrictions and conditions of the Company's Constating Documents, including quorum requirements and all other matters, shall apply in respect of the Company Meeting;

(d) for the grant of the Dissent Rights only to those Company Shareholders who are registered Company Shareholders as contemplated in the Plan of Arrangement;

(e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(f) that the Company Meeting may be adjourned or postponed from time to time by the Company in accordance with the terms of this Agreement without the need for additional approval of the Court;

(g) confirmation of the record date for the purposes of determining the Company Shareholders entitled to notice of and to vote at the Company Meeting in accordance with the Interim Order;

(h) that the record date for the Company Shareholders entitled to notice of and to vote at the Company Meeting will not change in respect of any adjournment(s) of the Company Meeting, unless required by applicable Laws; and

(i) for such other matters as the Purchaser or the Company may reasonably require, subject to obtaining the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.

2.3 <u>The Company Meeting</u>

Subject to the terms of this Agreement and the receipt of the Interim Order, the Company shall:

(a) convene and conduct the Company Meeting in accordance with the Interim Order, the Company's Constating Documents and Law as soon as reasonably practicable, and in any event on or before October 22, 2018, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Purchaser, except:

(i) as required for quorum purposes (in which case the Company Meeting shall be adjourned and not cancelled), by applicable Law or by a Governmental Entity or by a valid Company Shareholder action (which action is not solicited or proposed by the Company or the Board); or

(ii) as otherwise expressly permitted under this Agreement,

provided, however, that the Company may adjourn or postpone the Company Meeting with the prior written consent of the Purchaser for the purpose of attempting to obtain the Required Approval;

(b) use commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with the Arrangement Resolution or the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Purchaser, acting reasonably, using proxy solicitation services firms acceptable to and at the expense of the Purchaser to solicit proxies in favour of the approval of the Arrangement Resolution, provided that the Company shall not be required to continue to solicit proxies if there has been a Change in Recommendation;

(c) provide the Purchaser with copies of or access to information regarding the Company Meeting generated by any proxy solicitation services firm, as reasonably requested from time to time by the Purchaser;

(d) consult with the Purchaser in fixing the date of the Company Meeting, give notice to the Purchaser of the Company Meeting and allow the Purchaser's representatives and legal counsel to attend the Company Meeting;

(e) promptly advise the Purchaser, at such times as the Purchaser may reasonably request and at least on a daily basis on each of the last 10 Business Days prior to the date of the Company Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Arrangement Resolution;

(f) promptly advise the Purchaser of receipt of any communication (written or oral) from any Company Shareholder or any other securityholder of the Company in opposition to the Arrangement (other than non-substantive communications) and/or relating to the exercise or purported exercise or withdrawal of Dissent Rights;

(g) not change the record date for the Company Shareholders entitled to vote at the Company Meeting in connection with any adjournment or postponement of the Company Meeting (unless required by Law or the Interim Order, or the Purchaser's written consent is provided);

(h) not waive any failure by any holder of Common Shares to timely deliver a notice of exercise of Dissent Rights, make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of the Purchaser; and

(i) provide an opportunity for the Purchaser to participate in and direct all negotiations and proceedings with any holder of Common Shares who exercises Dissent Rights.

2.4 <u>The Company Circular</u>

(a) Subject to the Purchaser's compliance with Section 2.4(d), the Company shall promptly prepare and complete the Company Circular together with any other documents required by Law in connection with the Company Meeting and the Arrangement, and the Company shall, promptly after obtaining the Interim Order, cause the Company Circular and such other documents to be filed and sent to each Company Shareholder and other Person as required by the Interim Order and Law, in each case using all reasonable commercial efforts so as to permit the Company Meeting to be held as soon as reasonably practicable as specified in Section 2.3(a).

(b) On the date of mailing thereof, the Company shall ensure that the Company Circular complies in all material respects with Law and the Interim Order, does not contain any Misrepresentation (except that the Company shall not be responsible for any information included in the Company Circular related to the Purchaser and its affiliates that was furnished by the Purchaser for inclusion in the Company Circular pursuant to Section 2.4(d)) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular shall include: (i) a copy of the Fairness Opinion, (ii) subject to Article 5, a statement that the Board has received the Fairness Opinion and has unanimously, after receiving legal and financial advice, determined that the Arrangement is fair to the Company Shareholders and that the Arrangement is in the best

interests of the Company and recommends that the Company Shareholders vote in favour of the Arrangement Resolution (the "**Board Recommendation**"), and (iii) a statement that the directors and senior officers of the Company who are holders of Common Shares have agreed to vote their Common Shares in favour of the Arrangement Resolution pursuant to the Support and Voting Agreements.

(c) The Company shall give the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to the Purchaser or any of its affiliates included in the Company Circular must be in a form and content satisfactory to the Purchaser, acting reasonably.

(d) The Purchaser shall provide the Company with, on a timely basis, all information regarding the Purchaser and its affiliates, as required by applicable Laws for inclusion in the Company Circular or in any amendments or supplements to the Company Circular. The Purchaser shall ensure that such information does not contain any Misrepresentation.

(e) Each Party shall promptly notify the other Parties if it becomes aware that the Company Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Company Shareholders and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

2.5 Final Order

If the Interim Order is obtained and the Arrangement Resolution is approved at the Company Meeting in accordance with the terms of the Interim Order, the Company shall take all steps necessary to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 192 of the CBCA, as soon as reasonably practicable, but in any event not later than three Business Days after the Arrangement Resolution is passed at the Company Meeting as provided for in the Interim Order.

2.6 Court Proceedings

(a) The Purchaser shall cooperate with and assist the Company in, and consent to the Company, seeking the Interim Order and the Final Order, including by providing the Company on a timely basis any information regarding the Purchaser as reasonably requested by the Company or as required by Law to be supplied by the Purchaser in connection therewith.

(b) In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, and in each case subject to Law, the Company shall:

(i) diligently pursue, and cooperate with the Purchaser in diligently pursuing, the Interim Order and the Final Order;

(ii) provide legal counsel to the Purchaser with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court

in connection with pursuing the Interim Order or the Final Order, and give reasonable consideration to all such comments;

(iii) provide legal counsel to the Purchaser with copies of any notice of appearance, evidence or other documents served on the Company or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;

(iv) not object to legal counsel to the Purchaser making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that the Company is advised of the nature of any submissions on a timely basis prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement;

(v) ensure that all material filed with the Court in connection with pursuing the Interim Order or the Final Order is consistent in all material respects with this Agreement and the Plan of Arrangement;

(vi) oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement;

(vii) if at any time after the issuance of the Final Order and prior to the Effective Date, the Company is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, the Purchaser; and

(viii) not file any material with the Court in connection with pursuing the Interim Order or the Final Order or serve any such material, or agree to modify or amend any material so filed or served, except as contemplated by this Agreement or with the Purchaser's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed, provided that the Purchaser may, in its sole discretion, withhold its consent with respect to any increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases the Purchaser's obligations or diminishes or limits the Purchaser's rights set forth in any such filed or served materials or under this Agreement.

2.7 Company Equity Awards

(a) In accordance with the Plan of Arrangement, at the time specified in the Plan of Arrangement, any Company Options that have not yet vested in accordance with their terms shall be accelerated so that such Company Options become exercisable, notwithstanding and without regard to the limitations contained in the Company Stock Option Plans, immediately following which each Company Option, whether vested or unvested prior to such acceleration, that is outstanding and has not been duly exercised, without any further action by or on behalf of any holder of such Company Option and without any payment except as provided in the Plan of

Arrangement, and subject to applicable withholdings and other source deductions in accordance with Section 2.10, shall be disposed of to the Company in consideration for a cash payment by the Company equal to the product obtained by multiplying (a) the amount by which the Cash Consideration exceeds the exercise price per Common Share of such Company Option by (b) the number of unexercised Common Shares underlying such Company Option. The Company Stock Option Plans, each Company Option issued and outstanding immediately prior to the Effective Time and any agreements related thereto shall thereafter be immediately cancelled and terminated. The Company shall be permitted to, and shall take, all reasonable steps as may be necessary or desirable to give effect to the foregoing.

(b) In accordance with the Plan of Arrangement, at the time specified in the Plan of Arrangement, and notwithstanding any contingent vesting or other provisions to which a Company DSU might otherwise have been subject, and without any further action by or on behalf of any holder of such Company DSU and without any payment except as provided in the Plan of Arrangement, the Company shall deliver or cause to be delivered to each holder of a Company DSU that is outstanding immediately prior to the Effective Time (whether vested or unvested) a cash payment in an amount equal to the Cash Consideration per Common Share for each such Company DSU held by the holder, subject to applicable tax withholdings and other source deductions in accordance with Section 2.10. The Company DSU Plan, each Company DSU issued and outstanding immediately prior to the Effective Time and any agreements related thereto shall thereafter be immediately cancelled and terminated. The Company shall be permitted to, and shall take, all reasonable steps as may be necessary or desirable to give effect to the foregoing.

(c) In accordance with the Plan of Arrangement, at the time specified in the Plan of Arrangement, and notwithstanding any contingent vesting or other provisions to which a Company PSU might otherwise have been subject, and without any further action by or on behalf of any holder of such Company PSU and without any payment except as provided in the Plan of Arrangement, the Company shall deliver or cause to be delivered to each holder of (a) a Company PSU in respect of the Performance Period commencing January 1, 2018 (a "**2018 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), a cash payment in an amount equal to the Cash Consideration for each such 2018 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2018, 2019 and 2020, respectively, with one-third of the 2018 PSU allocated to each year; (b) a Company PSU in respect of the Performance Period commencing January 1, 2017 (a "**2017 PSU**") that is outstanding in the each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), a cash payment in an amount equal to the Cash Consideration for each such 2017 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2017, 2018 and 2019, respectively, with one-third of the 2017 PSU allocated to each year; and (c) a Company PSU in respect of the Performance Period commencing January 1, 2016 (a "**2016 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), a cash payment in an amount equal to the Cash Consideration for each such 2016 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2016, 2017 and 2018, respectively, with one-third of the 2016 PSU allocated to each year; in each case subject to applicable tax withholdings and other source deductions in accordance with Section 2.10. The Company PSU Plan, each Company PSU issued and outstanding immediately prior to the Effective Time and any agreements related thereto shall thereafter be immediately cancelled and terminated. The Company shall be permitted to, and shall take, all reasonable steps as may be necessary or desirable to give effect to the foregoing.

(d) In accordance with the Plan of Arrangement, at the time specified in the Plan of Arrangement, and notwithstanding any contingent vesting or other provisions to which a COO PSU might otherwise have been subject, and without any further action by or on behalf of the Chief Operating Officer and without any payment except as provided in the Plan of Arrangement, the Company shall deliver or cause to be delivered to the Chief Operating Officer, in respect of each COO PSU outstanding immediately prior to the Effective Time (whether vested or unvested), a cash payment in an amount equal to the Cash Consideration for each such COO PSU held by the Chief Operating Officer, subject to applicable tax withholdings and other source deductions in accordance with Section 2.10. Each COO PSU issued and outstanding immediately prior to the Effective Time and any agreements related thereto shall thereafter be immediately cancelled and terminated. The Company shall be permitted to, and shall take, all reasonable steps as may be necessary or desirable to give effect to the foregoing.

(e) In accordance with and at the time specified in the Plan of Arrangement, and notwithstanding any Holding Period or any other provisions to which a Participant Share might otherwise have been subject, and without any further action by or on behalf of the Participant, the Company shall fulfill the award of the Matching Shares to a Participant in respect of his or her Participant Shares pursuant to Section 6.10 of the Employee Share Purchase Plan by no later than the Business Day prior to the filing by the Company of the Articles of Arrangement with the Director, subject to applicable tax withholdings and other source deductions in accordance with Section 2.10. The Company shall immediately cease enrolment in the Employee Share Purchase Plan. The Company shall be permitted to, and shall take, all reasonable steps as may be necessary or desirable to give effect to the foregoing.

2.8 Articles of Arrangement and Effective Date

(a) The Company shall file the Articles of Arrangement with the Director, and the Effective Date shall occur, on the date which is 10 Business Days after the date on which all conditions set forth in Section 6.1, Section 6.2 and Section 6.3 have been satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties. From and after the Effective Time, the Arrangement will have all of the effects provided by applicable Law, including the CBCA.

(b) The closing of the Arrangement (the "**Closing**") will take place at the offices of Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, Toronto, Ontario M5V 3J7 or at such other location as may be agreed upon by the Parties.

2.9 Payment of Consideration

The Purchaser shall, promptly following receipt of the Final Order and in any event not later than the Effective Date, deposit, or cause to be deposited, in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) sufficient funds and Exchangeable Units to satisfy the aggregate Consideration payable to the Company Shareholders and sufficient funds to satisfy the payments to Company Optionholders and holders of Company DSUs, COO PSUs and Company PSUs pursuant to the Plan of Arrangement. The Company shall provide the Purchaser with a written direction specifying the amount required to be deposited pursuant to this Section 2.9 5 Business Days prior to the Effective Date.

2.10 Withholding Taxes

The Purchaser, the Company and the Depositary, as applicable, shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person pursuant to the Arrangement or this Agreement, including Company Shareholders exercising Dissent Rights, and from all dividends, other distributions or other amount otherwise payable to any former Company Shareholders, Company Optionholders or holders of Company DSUs, Company PSUs, or COO PSUs, such Taxes or other amounts as the Purchaser, the Company and the Depositary are required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

2.11 Adjustment of Consideration

Notwithstanding anything in this Agreement to the contrary, if, between the date of this Agreement and the Effective Time, the Company declares or pays dividends on the Common Shares in excess of Permitted Dividends or distributes any amount on a reduction of its stated capital, then the Consideration to be paid per Common Share shall be appropriately adjusted to provide to Company Shareholders the same economic effect as contemplated by this Agreement and the Arrangement prior to such action and as so adjusted shall, from and after the date of such event, be the Consideration to be paid per Common Share.

2.12 Taxation of Company Options

The Parties acknowledge that no deduction will be claimed by the Company in respect of any payment made to a holder of Company Options in respect of the Company Options pursuant to the Plan of Arrangement who is a resident of Canada or who is employed in Canada (both within the meaning of the Tax Act) in computing its income for purposes of the Tax Act, and the Purchaser shall cause the Company to: (i) make an election pursuant to subsection 110(1.1) of the Tax Act in respect of the payments made in exchange for the surrender of Company Options, and (ii) provide evidence in writing of such election to holders of Company Options.

2.13 Equity Rollover

The Purchaser shall:

(a) use best efforts to cause to be formed an Ontario limited partnership, controlled directly or indirectly by BIP ("**Exchange LP**") at least three Business Days prior to the Effective Date and the Exchange LPA shall contemplate and incorporate the terms contemplated by the Plan of Arrangement in respect of Exchangeable Units and the terms of the Exchangeable Units set forth in Exhibit F hereto.

(b) use best efforts to cause at all times Exchange LP to be a resident of Canada for the purposes of the Tax Act

(c) use best efforts to satisfy the covenant and undertakings imposed on Exchange LP pursuant to the Exchange LPA;

(d) use best efforts to cause Exchange GP to complete, sign and return any elections under subsection 97(2) provided to it by a Canadian Shareholder that elects to receive Exchangeable Units, as contemplated by and pursuant to the Plan of Arrangement;

(e) use best efforts to cause the BIP Units to be listed and posted for trading on the NYSE and/or the TSX during the term of the Exchange LPA; and

(f) solicit, or cause its affiliates to solicit, as soon as practicable after the date hereof and in any event on or before the date of the Company Meeting, the LPAC Approval required in order for Exchange LP to perform the obligations required of Exchange LP in the Plan of Arrangement, provided that if the LPAC Approval is not obtained by the date of the Company Meeting, then the Canadian Shareholders will cease to have the right to elect to receive Unit Consideration as set forth in Section 2.4 of the Plan of Arrangement, and all Canadian Shareholders that had made such election will be deemed to have elected to receive Cash Consideration under the Plan of Arrangement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company

(a) Except as set forth in the Company Disclosure Letter (which disclosure shall apply against any representations and warranties to which it is reasonably apparent on its face it should relate), the Company represents and warrants to the Purchaser that the representations and warranties set forth in Schedule C are true and correct as of the date hereof and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement (i) neither the Company nor any other Person has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Company, and (ii) neither the Company nor any other Person makes or has made any representation or warranty to the Purchaser or any of its Representatives, with respect to any financial projection, forecast, guidance, estimates of revenues, earnings or cash flows, budget or prospective information relating to the Company or any of its Subsidiaries or their respective businesses or operations.

3.2 Representations and Warranties of the Purchaser

(a) The Purchaser represents and warrants to the Company that the representations and warranties set forth in Schedule D are true and correct as of the date hereof and acknowledge and agree that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Purchaser contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement, the Equity Commitment Letter and the Guarantee, none of the Purchaser or any other Person has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Purchaser or the Guarantors.

ARTICLE 4
COVENANTS

4.1 Conduct of Business of the Company

(a) The Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement or the Plan of Arrangement, or (iii) as required by Law or a Governmental Entity, the Company shall, and shall cause each of its Subsidiaries to, conduct their business in the Ordinary Course and in accordance with applicable Laws, and the Company shall use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets (including, for greater certainty, the Company Assets), goodwill, employment relationships and business relationships with other Persons with which the Company or any of its Subsidiaries have business relations.

(b) Without limiting the generality of Section 4.1(a), the Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement or the Plan of Arrangement, (iii) as required by Law or a Governmental Entity, or (iv) as described in Schedule 4.1(b) of the Company Disclosure Letter, the Company shall not, and the Company shall cause each of its Subsidiaries not to, directly or indirectly:

(i) amend the Company's or any of its Subsidiaries' Constating Documents or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(ii) split, combine, subdivide or reclassify any shares of its capital stock or other equity interests;

(iii) in the case of a Subsidiary, declare, set aside or pay any dividend or other distribution on any shares of its capital stock or other equity interests (whether in cash, stock or property or any combination thereof), except for dividends or distributions by a wholly-owned Subsidiary;

(iv) other than as required by the Employee Share Purchase Plan, redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or

otherwise acquire any shares of its capital stock or other equity interests or any of its outstanding securities;

(v) issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, except for (i) the issuance of Common Shares issuable upon the exercise of Company Options outstanding on the date hereof; (ii) the issuance of Dividend Performance Share Units (as defined in the Company PSU Plan) in accordance with terms of the Company PSU Plan; (iii) the issuance of Company DSUs in the Ordinary Course; or (iv) the issuance of Common Shares under the Company's Dividend Reinvestment Plan;

(vi) reorganize, arrange, restructure, amalgamate or merge the Company or any of its Subsidiaries;

(vii) adopt a plan of or resolutions providing for the complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Material Subsidiaries;

(viii) other than in accordance with Schedule 4.1(b)(viii) of the Company Disclosure Letter, acquire (by merger, consolidation, acquisition of stock or assets or otherwise), or commit to acquire, directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses (other than those of the Company's Subsidiaries) for consideration in excess of $10 million in the aggregate;

(ix) sell, pledge, lease, license, encumber (other than a Permitted Lien) or otherwise transfer any assets of the Company or of any of its Subsidiaries or any interest in any assets of the Company and its Subsidiaries having a value greater than $5 million in the aggregate, other than assets sold in the Ordinary Course or assets that are obsolete, damaged or destroyed;

(x) make any capital expenditure or commitment to do so which, individually or in the aggregate exceeds $2 million, other than capital expenditures or commitments made in the Ordinary Course or that have otherwise been disclosed to the Purchaser;

(xi) abandon or fail to diligently pursue any application for any material Authorizations, leases, permits or registrations for the Company or any of its Subsidiaries or take any action, or fail to take any action, that could lead to the termination of any material Authorizations, leases or registrations of the Company or any of its Subsidiaries;

(xii) except as contemplated herein, allow the Company or any of its Subsidiaries to (A) amend or modify in any material respect, or terminate or waive any material right under, any Material Contract, (B) enter into any contract or agreement that would be a Material Contract if in effect on

the date hereof, or (C) make any bid or tender after the date of this Agreement which, if accepted, would result in the Company being obligated to enter into a contract that would be a Material Contract if in effect on the date hereof (other than the renewal of a Contract in existence on the date hereof on terms materially consistent with terms in existence on the date hereof);

(xiii) except in the Ordinary Course, enter into any new Real Property Lease or amend the terms of any existing Real Property Lease, in each case, that would require payments over the remaining term of such lease in excess of $2 million;

(xiv) in respect of any Company Assets, waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease, Contract or Intellectual Property;

(xv) except as contemplated in Section 4.9 and except for renewals in the Ordinary Course, amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Company or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage substantially similar to or greater than the coverage under the terminated, cancelled or lapsed policies are in full force and effect;

(xvi) prepay any long term indebtedness before its scheduled maturity or create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof other than (i) indebtedness owing by one wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, or of the Company to another wholly-owned Subsidiary of the Company, (ii) in connection with advances under the Company's or any Subsidiary's existing credit facilities disclosed in the Schedule 4.1(b)(xvi) of the Company Disclosure Letter for working capital purposes, (iii) indebtedness in an amount not exceeding $10 million in the aggregate, or (iv) indebtedness entered into at the request of the Purchaser or in connection with the Arrangement;

(xvii) make, change or revoke any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person other than (i) advances and capital contributions to wholly-owned Subsidiaries of the Company in the Ordinary Course and (ii) the issuance of guarantees by the Company or its affiliates, as applicable, in the Ordinary Course;

(xviii) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(xix) make, change or revoke any material Tax election or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, enter into, cancel or modify any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods or periods of reporting income, deductions or accounting for income Tax purposes except as may be required by Law;

(xx) make any material change in the Company's methods of accounting, except as required by concurrent changes in IFRS;

(xxi) (A) other than in the Ordinary Course, make, or promise to make, any changes to any Collective Agreement, Employee Plan, written employment agreements and/or any other terms and conditions of employment applicable to any Company Employee, including granting or promising to grant, any general increase in the rate of wages, salaries, benefits, bonuses or other remuneration of any Company Employees or independent contractor or making, or promising to make, any bonus or profit sharing distribution or similar payment of any kind, or adopting, or promising to adopt, or otherwise implement any employee or executive bonus or retention plan or program, except as required by the terms of any Collective Agreement, Employee Plan, written employment agreements or applicable Law and/or offer employment to or hire any new Company Employees; or (B) announce, implement or effect any reduction in force, lay-off or early retirement program, severance program or other similar program or effort concerning the termination of employment of Company Employees (other than employee terminations in the Ordinary Course);

(xxii) other than as contemplated by Schedule 4.1(b)(xxii) of the Company Disclosure Letter and except as may be required by applicable Law or the terms of any existing Employee Plan made available to the Purchaser prior to the date hereof or any Contract (including, for greater certainty, in connection with any termination for cause): (A) increase any severance, change of control or termination pay to (or amend any existing arrangement with) any Company Employee or any director of the Company or any of its Subsidiaries; (B) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any director or officer or senior manager of the Company or, other than in the Ordinary Course, any Company Employee (other than a director or officer or senior manager); (C) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any Company Employee having an annual base salary greater than $300,000 or targeted total annual compensation greater than $400,000; (D) increase compensation, retention or incentive compensation or other benefits payable to any director or officer of the Company or any of its Subsidiaries or, other than in the Ordinary Course, any Company Employee (other than a director or

officer); (E) loan or advance money or other property by the Company or its Subsidiaries to any of their present or former directors, officers or Company Employees; (F) terminate or encourage the resignation of any Company Employee with an annual base salary greater than $300,000 or targeted total annual compensation greater than $400,000; or (G) increase, or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan;

(xxiii) adopt any new material Employee Plan or make any material amendments or improvements to any Employee Plan;

(xxiv) cancel, waive, release, assign, settle or compromise any material claims or rights;

(xxv) other than as contemplated by Schedule 4.1(b)(xxv) of the Company Disclosure Letter and except as may be required by applicable Law, make or agree to make any material amendments to the forms of the template customer agreements or franchise agreements used by the Company or any of its Subsidiaries;

(xxvi) commence, waive, release, assign, settle, compromise or settle any litigation, proceeding or governmental investigation that is material or which imposes material restrictions on the operations of the Company or any of its Subsidiaries;

(xxvii) enter into or amend any Contract with any broker, finder or investment banker, including any amendment of the engagement letters with the Financial Advisor; or

(xxviii) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

4.2 Covenants of the Company Relating to the Arrangement

(a) Subject to the terms and conditions of this Agreement, the Company shall, and shall cause each of its Subsidiaries to, perform all obligations required to be performed by the Company or any of its Subsidiaries under this Agreement, cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Company shall and, where appropriate, shall cause each of its Subsidiaries to:

(i) use commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) required under the Material Contracts in connection with the Arrangement, or (ii) required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any

liability or obligation without the prior written consent of the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed;

(ii) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use commercially reasonable efforts, upon reasonable consultation with the Purchaser, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement, provided that neither the Company nor any of its Subsidiaries will consent to the entry of any judgment or settlement with respect to any such proceeding without the prior written approval of the Purchaser, such approval not to be unreasonably withheld, conditioned or delayed;

(iii) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement;

(iv) carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;

(v) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and

(vi) subject to confirmation that insurance coverage is maintained or purchased in accordance with Section 4.9 and delivery by each of the Purchaser and the Company and each member of the Board of mutual releases from all claims and potential claims in respect of the period prior to the Effective Time, use commercially reasonable efforts to assist in effecting the resignations of each of the Company's, and each of its Subsidiary's respective directors, managers and officers (as the case may be) designated by the Purchaser, and cause them to be replaced as of the Effective Date by individuals nominated by the Purchaser.

(b) The Company shall promptly notify the Purchaser of:

(i) the occurrence of any Material Adverse Effect after the date hereof;

(ii) any notice or other communication from any Person alleging (i) that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement, or (ii) that such Person is terminating, may terminate, or is otherwise materially adversely modifying or may materially adversely modify its relationship with the Company or any of its Subsidiaries as a result of this Agreement or the Arrangement;

(iii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with this Agreement (and the Company shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or

(iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Company or its Subsidiaries in connection with this Agreement or the Arrangement.

4.3 Covenants of the Purchaser Relating to the Arrangement

(a) Subject to the terms and conditions of this Agreement, the Purchaser shall perform all obligations required to be performed by it under this Agreement, cooperate with the Company in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable in order to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Purchaser shall:

(i) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use its commercially reasonable efforts, upon reasonable consultation with the Company, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;

(ii) vote, or cause to be voted, any Common Shares, directly or indirectly, owned or controlled by the Purchaser or its affiliates in favour of the Arrangement Resolution and not exercise Dissent Rights in respect of such Common Shares;

(iii) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement;

(iv) carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;

(v) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and

(vi) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement as soon as reasonably practicable.

(b) The Purchaser shall promptly notify the Company of:

(i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement;

(ii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with this Agreement (and the Purchaser shall contemporaneously provide a copy of any such written notice or communication to the Company); or

(iii) any material filing, actions, suits, claims, investigations or proceedings commenced or, to the knowledge of the Purchaser, threatened against, relating to or involving or otherwise affecting the Purchaser or its Subsidiaries in connection with this Agreement or the Arrangement.

4.4 Regulatory Approvals

(a) As soon as reasonably practicable after the date hereof, the Purchaser and the Company shall: (i) identify any Regulatory Approvals required to discharge their respective obligations under this Agreement; and (ii) make or cause to be made all notifications, filings, applications and submissions required or advisable in order to obtain and maintain the Regulatory Approvals, including the Key Regulatory Approvals, and (iii) use all reasonable efforts to promptly respond to any information requests made by any Governmental Entity in connection with the Regulatory Approvals and to obtain and maintain the Regulatory Approvals in a timely manner so as to enable the Closing to occur as soon as reasonably practicable (and in any event no later than the Outside Date).

(b) Without limiting the generality of the foregoing:

(i) as soon as reasonably practicable, and in any event no later than 10 Business Days from the date hereof, the Purchaser shall file with the Commissioner of Competition a request for an advance ruling certificate pursuant to section 102 of the Competition Act or, in the alternative, a No-Action Letter in respect of the transactions contemplated by this Agreement;

(ii) unless the Purchaser and the Company each agree that a pre-merger notification pursuant to Part IX of the Competition Act need not be filed, or that the filing of such notification should occur at a later date, within seven days of the date the Purchaser files with the Commissioner of Competition a request for either a No Action Letter or an advance ruling certificate pursuant to section 102 of the Competition Act, the Purchaser and the Company shall each file their respective portion of the pre-merger notification form pursuant to Part IX of the Competition Act in respect of the transactions contemplated by this Agreement;

(iii) as soon as reasonably practicable after the date hereof, and in any event no later than 10 Business Days from the date hereof, each of the Purchaser and Company shall submit an appropriate filing of a notification

and report form pursuant to the HSR Act in respect of the transactions contemplated by this Agreement; and

(iv) the Purchaser shall pay any filing fee payable to a Governmental Entity in connection with obtaining the Regulatory Approvals.

(c) Subject to applicable Law, the Parties will (i) coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 4.4, including providing each other or the other Party's counsel with advance copies and reasonable opportunity to comment on all notices and information or other correspondence supplied to or filed with any Governmental Entity, and all notices and correspondence received from any Governmental Entity (subject to applicable legal privileges), and (ii) promptly notify the other of any communication from any Governmental Entity in respect of the Arrangement or this Agreement, and shall not make any submissions or filings, respond to any information request, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, investigations or other inquiries related to the transactions contemplated by this Agreement unless it consults with the other Party in advance. To the extent that any information or documentation to be provided to a Party pursuant to this Section 4.4 is competitively sensitive, such information may be provided to external counsel for the other Party on an external counsel only basis. The Parties will provide each other with copies of any substantive written electronic communication received from Governmental Entities with respect to all applications, filings or other processes related to the Regulatory Approvals and will give each other the opportunity to attend and participate in all substantive meetings, telephone calls or other discussions with Governmental Entities in respect of the Regulatory Approvals. Notwithstanding anything to the contrary in this Agreement, the Purchaser has the sole right to control and direct antitrust strategy in connection with the antitrust review of the transactions contemplated by this Agreement by any Governmental Authority, or any defence of litigation by, or negotiations with, any antitrust authority or other Person relating to obtaining the Competition Act Approval and HSR Approval for the transactions contemplated by this Agreement and will take the lead in all substantive meetings, discussions, and communications with any Governmental Authority relating to obtaining Competition Act Approval and HSR Act Approval for the transactions contemplated by this Agreement.

(d) Each Party shall promptly notify the other Party if it becomes aware that any (i) application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation, or (ii) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a Misrepresentation, such that an amendment or supplement may be necessary or advisable. In such case, the Company shall, in consultation with and subject to the prior approval of the Purchaser, cooperate in the preparation, filing and dissemination, as applicable, of any such amendment or supplement.

(e) If any objections are asserted by any Governmental Entity under any applicable Law with respect to the transactions contemplated by this Agreement, or if any proceeding is instituted or threatened by any Governmental Entity challenging or which could lead to a challenge of any of the transactions contemplated by this Agreement as not in compliance with any Law or as not satisfying any applicable legal test under a Law necessary to obtain the Regulatory Approvals, the Parties shall use all reasonable efforts consistent with the terms of this Agreement to resolve or avoid such proceeding so as to allow Closing to occur on or prior to the Outside Date.

(f) For purposes of this Section 4.4, all reasonable efforts of the Purchaser with respect to obtaining the Regulatory Approvals shall include proposing, negotiating, agreeing to and effecting, by undertaking, consent agreement or otherwise, the taking of any action that may be necessary in order to obtain the Regulatory Approvals prior to the Outside Date; provided, that (i) any such action or undertaking is conditioned upon the Closing; and (ii) any such action or undertaking shall not require the Purchaser or the Sponsor to take any action, or do or cause to be done anything pursuant to this Section 4.4 that relates solely to an ongoing inquiry or investigation by any Governmental Entity that is not related to the transactions provided for herein or would, individually or in the aggregate, reasonably be expected to cause a material and adverse impact on the assets, liabilities, financial condition, results of operations, ability to manage, operations or prospects of the Sponsor and the Company, taken as a whole.

4.5 Access to Information; Confidentiality

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to applicable Law and the terms of any existing Contracts:

(i) the Company shall, and shall cause each of its Subsidiaries to, give the Purchaser and its representatives reasonable access during normal business hours to their: (A) premises, (B) property and assets (including all books and records and Tax Returns, whether retained internally or otherwise), (C) Contracts, and (D) senior personnel, or other information with respect to the financial condition, assets or business of the Company or the Subsidiaries as the Purchaser may from time to time reasonably request; provided that: (I) the Purchaser provides the Company with reasonable prior notice of any request under this Section 4.5(a); (II) access to any materials contemplated in this Section 4.5(a) (other than the materials on the Data Room) shall be provided during the Company's normal business hours only, and (III) such access does not unduly interfere with the Ordinary Course conduct of the business of the Company or its Subsidiaries; and

(ii) the Company shall use commercially reasonable efforts to, as promptly as practicable after the date hereof, give the Purchaser a complete list of all consultants or independent contractors providing work or services to the Company and each of its Subsidiaries who were paid in excess of $50,000 in the last twelve month period or whose contract obligates the Company to pay such consultant or independent contractor in excess of $50,000 in the next twelve month period, together with reasonably detailed information as to the terms and conditions of each such retainer.

(b) The Purchaser acknowledges that the Confidentiality Agreement continues to apply and that any information provided under this Section 4.5 shall be subject to the terms of the Confidentiality Agreement. If this Agreement is terminated in accordance with its terms, the obligations under the Confidentiality Agreement shall survive the termination of this Agreement.

4.6 Pre-Acquisition Reorganization

(a) Subject to Section 4.6(b), the Company agrees that, upon request of the Purchaser, the Company shall use commercially reasonable efforts to: (i) perform such reorganizations of its corporate structure, capital structure, business, operations and assets or

such other transactions as the Purchaser may request, acting reasonably (each a "**Pre-Acquisition Reorganization**"), and (ii) cooperate with the Purchaser and its advisors to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken.

(b) The Company will not be obligated to participate in any Pre-Acquisition Reorganization under Section 4.6(a) unless such Pre-Acquisition Reorganization:

(i) can be completed immediately prior to the Effective Date, and can be reversed or unwound in the event the Arrangement is not completed without adversely affecting the Company or any of its Subsidiaries, or the Company Shareholders;

(ii) is not prejudicial to the Company or the Company Shareholders;

(iii) does not reduce or change the form of the Consideration provided for under the Arrangement;

(iv) does not impair the ability of the Company or the Purchaser to complete, and will not delay the completion of, the Arrangement;

(v) does not require the Company or any of its Subsidiaries to take any action that could reasonably be expected to result in Taxes being imposed on, or any adverse Tax or other consequences to, the Company Shareholders incrementally greater than the Taxes or other consequences to such party in connection with the completion of the Arrangement in the absence of action being taken pursuant to Section 4.6(a);

(vi) does not result in any breach by the Company or any of its Subsidiaries of any Contract or any breach by the Company or any of its Subsidiaries of their respective Constating Documents, organizational documents or Law;

(vii) does not, in the opinion of the Company, acting reasonably, interfere with the ongoing operations of the Company or any of its Subsidiaries;

(viii) does not require the directors, officers, employees or agents of the Company or its Subsidiaries to take any action in any capacity other than as a director, officer, employee or agent; and

(ix) does not become effective unless the Purchaser has waived or confirmed in writing the satisfaction of all conditions in its favour under Article 6 and shall have confirmed in writing that each of them is prepared to promptly and without condition (other than compliance with Section 4.6(a)) proceed to effect the Arrangement.

(c) The Purchaser must provide written notice to the Company of any proposed Pre-Acquisition Reorganization at least 15 Business Days prior to the Effective Date. Upon receipt of such notice, the Company and the Purchaser shall work cooperatively and use their commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-

Acquisition Reorganization, including any amendment to this Agreement or the Plan of Arrangement (provided that such amendments do not require the Company to obtain approval of the Company Shareholders).

(d) If the Arrangement is not completed, other than due to a breach by the Company of the terms and conditions of this Agreement, the Purchaser shall (i) forthwith reimburse the Company for all reasonable out-of-pocket costs and expenses incurred in connection with any proposed Pre-Acquisition Reorganization, including any reasonable costs incurred by the Company in order to restore the organizational structure of the Company to a substantially identical structure of the Company as at the date hereof; and (ii) indemnify the Company, any of its Subsidiaries and their respective officers, directors and employees (to the extent that such officers, directors and employees are assessed with statutory liability therefor) for all direct and indirect liabilities, losses, Taxes, damages, claims, costs, expenses, interest awards, judgements and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Reorganization (other than those costs and expenses reimbursed in accordance with the foregoing paragraph (i)). The indemnification obligations contained in this Section 4.6(d) shall survive indefinitely notwithstanding the termination of this Agreement.

(e) The Purchaser agrees that any Pre-Acquisition Reorganization will not be considered in determining whether a representation or warranty of the Company under this Agreement has been breached (including where any such Pre-Acquisition Reorganization requires the consent of any third party under a Contract).

4.7 Public Communications

The Parties agree to jointly issue a press release with respect to this Agreement as soon as practicable after its due execution. The Parties shall reasonably co-operate in the preparation of presentations, if any, to Company Shareholders regarding the Arrangement. A Party shall not issue any press release or make any other public statement or disclosure with respect to this Agreement or the Arrangement without the consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing in accordance with applicable Laws, including Securities Laws, and if, in the opinion of its outside legal counsel, such disclosure or filing is required and the other Parties have not reviewed or commented on the disclosure or filing, the Party shall use its reasonable efforts to give the other Parties prior oral or written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Parties or their respective counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure or filing. Notwithstanding the foregoing, the Company may have discussions with Company Shareholders, financial analysts and other stakeholders relating to this Agreement or the transactions contemplated by it, provided that such discussions are not inconsistent with the most recent press releases, public disclosures or public statements made by the Company or the Purchaser that was approved by all Parties prior to the filing or release, as applicable. The Parties acknowledge that the Company will file this Agreement and a material change report relating thereto on SEDAR.

4.8 Notice Provisions

(a) Each Party shall promptly notify the other Parties of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or

(ii) result in the failure, in any material respect, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

(b) Notification provided under this Section 4.8 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

4.9 Insurance and Indemnification

(a) The Purchaser will, or will cause the Company and its Subsidiaries to, maintain in effect without any reduction in scope or coverage for six years from the Effective Date customary policies of directors' and officers' liability insurance providing protection no less favourable than the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date. Alternatively, the Purchaser agrees that prior to the Effective Date, the Company may, at the election of the Company in its sole discretion (and provided that if the Company so elects, the Purchaser and the Company and its Subsidiaries shall not have the obligation referenced in the immediately preceding sentence), purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser shall, or shall cause the Company and its Subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided that the Purchaser shall not be required to pay any amounts in respect of such coverage prior to the Effective Time, and provided further that the cost of such policies shall not exceed 300% (such amount, the "**Base Premium**") of the Company's current annual aggregate premium for policies currently maintained by the Company or its Subsidiaries; provided further however that if such insurance can only be obtained at a premium in excess of the Base Premium, the Company may purchase the most advantageous policies of directors' and officers' liability insurance reasonably available for an annual premium not to exceed the Base Premium, and the Purchaser shall, or shall cause the Company and its Subsidiaries to, maintain such coverage for six years from the Effective Date. From and after the Effective Time, the Company or the Purchaser, as applicable, agrees not to take any action to terminate such directors' and officers' liability insurance or adversely affect the rights of the Company's present and former directors and officers thereunder.

(b) The Purchaser shall cause the Company and its Subsidiaries to honour all rights to indemnification or exculpation now existing in favour of present and former employees,

officers and directors of the Company and its Subsidiaries, to the extent that they are (i) included in the Constating Documents of the Company or any of its Subsidiaries, or (ii) disclosed in Schedule 4.9(b) of the Company Disclosure Letter, and acknowledges that such rights shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

(c) If the Company or any of its Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not a continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, the Purchaser shall ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of the Company or its Subsidiaries) assumes all of the obligations set forth in this Section 4.9.

4.10 Employment Matters

(a) The Parties acknowledge that any change of control, retention, severance or any other similar payments owed to Company Employees or the directors of the Company by the Company as a result of the completion of the Arrangement (as disclosed in Section 3.1(28)(a)of the Company Disclosure Letter) shall be paid by the Company to such Company Employees or directors on the Effective Date prior to or simultaneously with the sending by the Company of the Articles of Arrangement to the Director in accordance with Section 2.8.

(b) From and after the Effective Time, the Purchaser shall cause the Company and its Subsidiaries to comply with all of the obligations of the Company and any of its Subsidiaries under employment and other agreements with current or former Company Employees and Employee Plans as are disclosed in the Company Disclosure Letter in accordance with their terms as in effect immediately before the Effective Time, other than Employee Plans that are terminated in accordance with the provisions of the Plan of Arrangement; provided that no provision of this Section 4.10 shall limit or restrict the Company from terminating or amending any Employee Plan in accordance with its terms, nor give any Company Employees any right to continued employment, nor impair in any way the right of the Company or any of its Subsidiaries to terminate the employment of any Company Employees.

4.11 Shareholder Rights Plan

The Company and the Board will take all action necessary, immediately prior to the Effective Time, to waive the application of the Shareholder Rights Plan to the Arrangement and to ensure that the Shareholder Rights Plan does not interfere with or impede the completion or success of the Arrangement.

4.12 Financing Arrangements

(a) The Purchaser will arrange the Equity Financing on the terms and conditions described in the Equity Commitment Letter. Without limiting the foregoing, the Purchaser will:

(i) maintain in effect the Equity Commitment Letter;

(ii) satisfy on a timely basis (or obtain a waiver of) all conditions precedent applicable to the Purchaser obtaining the Equity Financing set forth in the Equity Commitment Letter;

(iii) enforce the obligations of the equity financing providers under the Equity Commitment Letter in the event of a breach of obligations thereunder that would adversely impact the ability or likelihood of the Purchaser consummating the transactions contemplated by this Agreement;

(iv) subject to the satisfaction or waiver of the conditions set out in this Agreement, consummate the Equity Financing and fund the Purchaser for the purposes of allowing the Purchaser to deposit or cause to be deposited with the Depositary in escrow the aggregate Consideration contemplated by Section 2.9 on or prior to the Effective Date; and

(v) only replace, amend, alter or agree to alter the Equity Commitment Letter with the prior written consent of the Company.

(b) The Purchaser will notify the Company promptly, and in any event within two Business Days, if at any time prior to the Effective Time:

(i) the Equity Commitment Letter will expire or be terminated for any reason;

(ii) if the Purchaser has any reason to believe that it or its affiliates will be unable to satisfy, on a timely basis, any term or condition of any funding referred to in this Section 4.12 to be satisfied by it, that in each case would reasonably be expected to impair the ability of the Purchaser to consummate the Equity Financing on or prior to the Effective Date;

(iii) any Equity Financing Source provides written notice to the Purchaser that such source either no longer intends to provide any Equity Financing referred to in this Section 4.12 on the terms set forth in the Equity Commitment Letter, as applicable, or requests amendments or waivers thereto that are or could reasonably be expected to be materially adverse to the timely completion by the Purchaser or its affiliates of the Arrangement;

(iv) the Purchaser receives any written notice or communication relating to any material dispute or disagreement between and among any parties to the Equity Financing; or

(v) if at any time for any reason the Purchaser believes in good faith that it will not be able to obtain all or any portion of the Equity Financing on the terms and conditions, in the manner or from the sources contemplated by the Equity Commitment Letter.

4.13 Financing Assistance

The Company shall, and shall cause each of its Subsidiaries to, and each shall use commercially reasonable efforts to cause its Representatives to, provide such cooperation to the Purchaser and its affiliates as they may reasonably request in connection with the

arrangements by the Purchaser to obtain, syndicate, market or arrange the closing and funding of any potential debt financing customary for transactions of this size (provided that such request is made on reasonable notice), including (and subject to the foregoing), as so requested:

(a) participating in a reasonable number of meetings and due diligence sessions;

(b) cooperating with the Purchaser and its affiliates in connection with applications to obtain such consents, approvals or authorizations which may be reasonably necessary in connection with such potential debt financing and, including, promptly upon request and furnishing at least 3 Business Days prior to Closing all documentation and other information required in connection with applicable "know your customer" and anti-money laundering and proceeds of crime Laws (provided that such request is reasonably requested at least 15 Business Days prior to Closing);

(c) executing and delivering any guarantees and other loan documents, indentures or other definitive financing documents and customary closing deliverables as may be reasonably requested by the Purchaser or its affiliates, provided that any obligations contained in such documents shall be effective no earlier than as of the Effective Time;

(d) obtaining payout letters and guarantee releases, in each case, which are required as conditions precedent to the debt financing or the definitive agreement related thereto, with evidence of such payoff and release, as applicable, in a form reasonably satisfactory to Purchaser;

(e) furnishing to the Purchaser as promptly as reasonably practicable all available financial and other reasonably required or customary information regarding the Company, any of its Subsidiaries or any combination of such Persons;

(f) assisting the Purchaser in the preparation of reasonably required authorization letters with respect to information memoranda and packages and lender and investor presentations, in connection with such potential debt financing and participate in a customary and reasonable number of presentations, road shows and similar sessions in connection with such potential debt financing; and

(g) using reasonable efforts to cause the Company's independent auditors to cooperate with such potential debt financing, including by providing required accountant's comfort letters in customary form (including "negative assurance") and any required consents from the Company's independent auditors,

in any case so long as:

(i) it is acknowledged and agreed by the Purchaser that in no event shall the receipt or availability of any debt financing be a condition to Closing or any of the obligations of Purchaser hereunder;

(ii) such requested cooperation or financing does not unreasonably interfere with or disrupt the ongoing operations of the Company and its Subsidiaries;

(iii) such requested cooperation or potential debt financing does not impair, delay or prevent the satisfaction of any conditions set forth in Article 6;

(iv) such requested cooperation or potential debt financing does not impair, delay or prevent the consummation of the transactions contemplated by this Agreement;

(v) such requested cooperation or potential debt financing does not require the Company to obtain the approval of the Company Shareholders;

(vi) the Purchaser reimburses the Company for all documented out-of-pocket costs incurred by the Company or any of its Subsidiaries in connection with any such cooperation undertaken at the request of the Purchaser and indemnifies it for all costs and liabilities, fees damages and penalties that are incurred as a consequence of any such co-operation undertaken at the request of the Purchaser;

(vii) such requested cooperation or potential debt financing does not require the Company to assume liability for any offering memorandum, private placement memorandum or similar offering document;

(viii) such requested cooperation or potential debt financing does not require the directors, officers, employees or agents of the Company or its Subsidiaries to take any action in any capacity other than as a director, officer or employee; and

(ix) such requested cooperation does not require the Company or any of its Subsidiaries to take any action that would reasonably be expected to conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, the certificate of incorporation or by-laws or other comparable organizational documents of Company or any of its Subsidiaries, any applicable Laws or any Contract.

4.14 Proxies Received, Dissent Notices and Securityholder Lists

(a) The Company shall advise the Purchaser as reasonably requested, and on a daily basis on each of the last seven Business Days prior to the Company Meeting, as to the aggregate tally of the proxies and votes received in respect of such meeting and all matters to be considered at such meeting.

(b) The Company shall promptly advise the Purchaser of any written notice of dissent, withdrawal of such notice, and any other notice received pursuant to the exercise of Dissent Rights.

(c) At the request of the Purchaser from time to time, the Company shall provide the Purchaser with: (i) a list of the registered Company Shareholders, together with their addresses and respective holdings of Common Shares; (ii) a list of the holders of the Company Options, the Company DSUs and the Company PSUs, together with their addresses and respective holdings of Company Options, Company DSUs and Company PSUs; and/or (iii) a list of participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of the Common

Shares, together with their addresses and respective holdings of the Common Shares. The Company shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of the Company Shareholders, and lists of securities positions and other assistance as the Purchaser may reasonably request in order to be able to communicate with the Company Shareholders with respect to the Arrangement.

ARTICLE 5
COVENANTS REGARDING NON-SOLICITATION

5.1 Non-Solicitation

(a) Except as expressly provided in this Article 5, the Company shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively "**Representatives**") or otherwise, and shall not permit any such Person to:

(i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, provided that the Company may (A) communicate with any Person for the sole purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person, (B) advise any Person of the restrictions of this Agreement, and (C) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal;

(iii) make a Change in Recommendation;

(iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five Business Days following the announcement of such Acquisition Proposal will not be considered to be in violation of this Section 5.1 provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five-Business Day period); or

(v) enter into or publicly propose to enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by, and in accordance with, Section 5.3).

(b) The Company shall, and shall cause each of its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser, the Sponsor and their respective affiliates) with respect to any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, and in connection with such termination shall:

(i) discontinue access to and disclosure of all information, if any, to any such Person, including any data room and any confidential information, properties, facilities, books and records of the Company or any Subsidiary; and

(ii) request, and exercise all rights it has to require (i) the return or destruction of all copies of any confidential information regarding the Company or any Subsidiary provided to any Person other than the Purchaser since January 1, 2018, and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any Subsidiary, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are fully complied with to the extent the Company is entitled.

(c) The Company represents and warrants that, since January 1, 2018, the Company has not waived any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, except to permit submissions of expressions of interest solicited prior to the date of this Agreement. The Company covenants and agrees that (i) the Company shall take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the Company or any Subsidiary is a party, and (ii) neither the Company, nor any Subsidiary nor any of their respective Representatives will release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which the Company or any Subsidiary is a party (it being acknowledged by the Purchaser that the automatic termination or release of any standstill restrictions of any such agreements as a result of the entering into and announcement of this Agreement shall not be a violation of this Section 5.1(c)).

5.2 Notification of Acquisition Proposals

If the Company or any of its Subsidiaries or any of their respective Representatives, receives or becomes aware of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, or that is otherwise in respect of, an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any Subsidiary in connection with any proposal that constitutes or would reasonably be expected to lead to, or that is otherwise in respect of, an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any Subsidiary, the Company shall:

(a) promptly notify the Purchaser, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its terms and conditions, the

identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all agreements and documents received in respect thereof, from or on behalf of any such Person; and

(b) keep the Purchaser reasonably informed of the status of all developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request, and shall respond as promptly as practicable to the Purchaser's reasonable questions with respect thereto.

5.3 Responding to an Acquisition Proposal

(a) Notwithstanding Section 5.1, if at any time, prior to obtaining the approval by the Company Shareholders of the Arrangement Resolution, the Company receives a *bona fide* written Acquisition Proposal, the Company may engage in or participate in discussions with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if:

(i) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;

(ii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;

(iii) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person having terms that are not less onerous than those set out in the Confidentiality Agreement and any such copies, access or disclosure provided to such Person shall have already been (or shall reasonably promptly be) provided to the Purchaser; and

(iv) the Company promptly provides the Purchaser with, prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality agreement referred to in Section 5.3(a)(iii).

(b) Nothing contained in this Article 5 shall prohibit the Board from making disclosure to Company Shareholders as required by applicable Law, including complying with section 2.17 of Multilateral Instrument 62-104 - *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal.

5.4 Right to Match

(a) If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Company Shareholders, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

(i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;

(ii) the Company has delivered to the Purchaser a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with a copy of the definitive agreement for the Superior Proposal and disclosure of the value, expressed in dollars, that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal (collectively, the "**Superior Proposal Notice**");

(iii) at least five Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and a copy of the proposed definitive agreement for the Superior Proposal from the Company;

(iv) during any Matching Period, the Purchaser has had the opportunity (but not the obligation), in accordance with Section 5.4(b), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(v) if the Purchaser has offered to amend this Agreement and the Arrangement under Section 5.4(b), the Board has determined in good faith, after consultation with the Company's financial advisors and outside legal counsel, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser under Section 5.4(b);

(vi) the Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure of the Board to enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and

(vii) prior to or concurrently with entering into such definitive agreement, the Company terminates this Agreement pursuant to Section 7.2(a)(iii)(B) and pays the Termination Amount pursuant to Section 8.2.

(b) During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (a) the Board shall review any offer made by the Purchaser under Section 5.4(a)(iv) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) if it would no longer constitute a Superior Proposal, the Company shall negotiate in good faith with the Purchaser to make such amendments to the terms of this Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser, and the Company and the Purchaser shall amend this Agreement to reflect such offer made by

the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(c) Each successive amendment to any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Company Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 5.4, and the Purchaser shall be afforded an additional five-Business Day Matching Period from the date on which the Purchaser received the Superior Proposal Notice.

(d) The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 5.4(b) would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser and its legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its legal counsel.

(e) If the Company provides a Superior Proposal Notice to the Purchaser on a date that is less than 10 Business Days before the Company Meeting, the Company may, and shall at the request of Purchaser, postpone the Company Meeting to a date that is not more than 15 Business Days after the scheduled date of the Company Meeting (and, in any event, prior to the Outside Date).

5.5 Breach by Subsidiaries and Representatives

Without limiting the generality of the foregoing, the Company shall advise its Subsidiaries and its Representatives of the prohibitions set out in this Article 5 and any violation of the restrictions set forth in this Article 5 by any of the Company's Subsidiaries or the Company's Representatives is deemed to be a breach of this Article 5 by the Company.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(a) **Arrangement Resolution.** The Arrangement Resolution has been approved and adopted by the Company Shareholders at the Company Meeting in accordance with the Interim Order.

(b) **Interim and Final Order.** The Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.

(c) **Key Regulatory Approvals.** Each of the Key Regulatory Approvals has been made, given or obtained, and each such Key Regulatory Approval is in force and has not been modified in any material respect.

(d) **Articles of Arrangement.** The Articles of Arrangement to be sent to the Director under the CBCA in accordance with this Agreement shall be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.

(e) **Illegality.** No Law is in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from completing the Arrangement.

6.2 Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) **Representations and Warranties.** The representations and warranties of the Company set forth in: (i) paragraphs 1 [*Organization and Qualification*], 2 [*Corporate Authorization*], 3 [*Execution and Binding Obligation*], 5(a) [*Non-Contravention of Constating Documents*] and 36 [*Brokers*] of Schedule C shall be true and correct in all respects as of the Effective Time as if made at and as of such time; (ii) the representations and warranties of the Company set forth in paragraphs 6 [*Capitalization*] and 7 [*Subsidiaries*] of Schedule C shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and true and correct in all respects (except for de minimis inaccuracies and as a result of transactions, changes, conditions, events or circumstances permitted hereunder) as of the Effective Time as if made at and as of such time; and (iii) all other representations and warranties of the Company set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.2(a) any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and the Company has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(b) **Performance of Covenants.** The Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Date, or which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(c) **Dissent Rights.** The aggregate number of Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 10% of the issued and outstanding Common Shares.

(d) **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred a Material Adverse Effect that has not been cured.

6.3 Additional Conditions Precedent to the Obligations of the Company

The Company is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

(a) **Representations and Warranties.** The representations and warranties of the Purchaser set forth in: (i) paragraphs 1 [*Organization and Qualification*], 2 [*Corporate Authorization*], 3 [*Execution and Binding Obligation*], 6(a) [*Non-Contravention of Constating Documents*] and 8 [*Financing Arrangements*] of Schedule D shall be true and correct in all respects as of the date of this Agreement, and as of the Effective Time as if made at and as of such time; and (ii) all other representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.3(a) any materiality qualification contained in any such representation or warranty) as of the date of this Agreement, and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (ii) where the failure to be so true and correct in all respects, individually and in the aggregate, would not reasonably be expected to materially impede or delay the completion of the Arrangement, and each of the Purchaser has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

(b) **Performance of Covenants.** Each of the Purchaser has fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, or which have not been waived by the Company, and the Purchaser has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

(c) **Payment of Consideration.** Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser shall have complied with its obligations under Section 2.9 and the Depositary will have confirmed to the Company receipt from or on behalf of the Purchaser of the funds and Exchangeable Units contemplated by Section 2.9.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 will be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Director. For greater certainty, and notwithstanding the terms of any escrow arrangement entered into between the Purchaser and the Depositary, all funds held in escrow by the Depositary pursuant to Section 2.9 hereof shall be released from escrow when the Certificate of Arrangement is issued without any further act or formality required on the part of any person.

ARTICLE 7
TERM AND TERMINATION

7.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

7.2 Termination

(a) This Agreement may be terminated prior to the Effective Time by:

(i) the mutual written agreement of the Parties;

(ii) the Company or the Purchaser, if:

(A) the Required Approval is not obtained at the Company Meeting in accordance with the Interim Order, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(A) if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(B) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from completing the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 7.2(a)(ii)(B) has used its commercially reasonable efforts or, in respect of the Key Regulatory Approvals, the efforts required by Section 4.4 to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

(C) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(C) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of

such Party to perform any of its covenants or agreements under this Agreement;

(iii) the Company if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under this Agreement occurs that would cause any condition in Section 6.3(a) [*Purchaser Representations and Warranties Condition*] or Section 6.3(b) [*Purchaser Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of this Agreement so as to cause any condition in Sections 6.1 [*Mutual Conditions*] or 6.2 [*Purchasers Conditions*] not to be satisfied;

(B) prior to the approval by the Company Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into a definitive written agreement (other than a confidentiality agreement permitted by and in accordance with Section 5.3) with respect to a Superior Proposal in accordance with Section 5.4 of this Agreement and prior to or concurrently with such termination the Company pays the Termination Amount in accordance with Section 8.2 (if applicable) in consideration for the disposition of the Purchaser's rights under this Agreement; or

(C) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depositary sufficient funds as required pursuant to Section 2.9; or

(iv) the Purchaser, if:

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 6.2(a) [*Company Representations and Warranties Condition*] or Section 6.2(b) [*Company Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Purchaser is not then in breach of this Agreement so as to cause any condition in Sections 6.1 [*Mutual Conditions*] or 6.3 [*Company Conditions*] not to be satisfied;

(B) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been

requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition Proposal's public announcement (in each case, a "**Change in Recommendation**"), or the Company breaches Section 5.1 in any material respect; or

(C) there has occurred a Material Adverse Effect on or after the date of this Agreement that is incapable of being cured on or prior to the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Section 7.2(a)(i) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

7.3 Effect of Termination/Survival

If this Agreement is terminated pursuant to Section 7.1 or Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that: (a) in the event of termination under Section 7.1 as a result of the occurrence of the Effective Time, Section 4.9 and Section 4.10 shall survive; and (b) in the event of termination under Section 7.2, Section 4.6(d), this Section 7.3, Section 8.2 through to and including Section 8.16, and the provisions of the Confidentiality Agreement shall survive in accordance with their terms, and provided further that, except as provided in Section 8.2(f), no Party shall be relieved of any liability for any breach by it of this Agreement.

ARTICLE 8
GENERAL PROVISIONS

8.1 Amendments

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Company Shareholders and any such amendment may, subject to the Interim Order and the Final Order and Laws:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;

(c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or

(d) modify any mutual conditions contained in this Agreement.

8.2 Termination Amounts

(a) Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Amount Event occurs, the Company shall pay the Termination Amount to the Purchaser (or as the Purchaser may direct in writing) in consideration for the disposition of the Purchaser's rights under this Agreement in accordance with Section 8.2(c).

(b) For the purposes of this Agreement, "**Termination Amount**" means $111,000,000, and "**Termination Amount Event**" means the termination of this Agreement:

(i) by the Purchaser, pursuant to Section 7.2(a)(iv)(B) [*Change in Recommendation or Material Breach of Section 5.1*];

(ii) by the Company pursuant to Section 7.2(a)(iii)(B) [*Superior Proposal*]; or

(iii) by the Company or the Purchaser pursuant to Section 7.2(a)(ii)(A) [*Failure of Shareholders to Approve*] if:

(A) after the announcement of this Agreement and prior to such termination, an Acquisition Proposal is proposed, offered or made or publicly announced or otherwise publicly disclosed by any Person other than the Purchaser or any of its affiliates or any Person (other than the Purchaser or any of its affiliates) shall have publicly announced an intention to do so; and

(B) within 6 months following the date of such termination, (X) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is completed, or (Y) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a Contract in respect of an Acquisition Proposal, and such Acquisition Proposal is later completed (whether or not within 6 months after such termination).

For purposes of the foregoing, the term "Acquisition Proposal" shall have the meaning assigned to such term in Section 1.1, except that references to "20% or more" shall be deemed to be references to "50% or more".

(c) The Termination Amount shall be paid by the Company as follows, by wire transfer of immediately available funds to an account designated by the Purchaser:

(i) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(i), within two Business Days of the occurrence of such Termination Amount Event;

(ii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(ii), concurrently with such termination; or

(iii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(iii), on the completion of the Acquisition Proposal referred to in Section 8.2(b)(iii).

(d) For the avoidance of doubt, in no event shall the Company be obligated to pay the Termination Amount on more than one occasion.

(e) The Company acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Purchaser would not enter into this Agreement, and that the amounts set out in this Section 8.2 are in consideration for the disposition of the Purchaser's rights under this Agreement which are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and are not penalties. The Company irrevocably waives any right it may have to raise as a defence that any such amounts are excessive or punitive.

(f) The Purchaser agrees that the payment of the Termination Amount in the manner provided in this Section 8.2 is the sole and exclusive monetary remedy of the Purchaser in respect of the event giving rise to such payment and the termination of this Agreement, and following receipt of the Termination Amount, the Purchaser shall not be entitled to bring or maintain any claim, action or proceeding against the Company or any of its affiliates arising out of or in connection with this Agreement (or the termination thereof) or the transactions contemplated herein and neither the Company nor any of its affiliates shall have any further liability with respect to this Agreement or the transactions contemplated hereby to the Purchaser or any of its affiliates; provided, however, that this limitation shall not apply in the event of fraud or a wilful breach by the Company or any of its Subsidiaries of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability therefore shall not be affected by termination of this Agreement or any payment of the Termination Amount). Notwithstanding anything in this Agreement to the contrary, while the Purchaser may pursue both a grant of specific performance in accordance with Section 8.6 and the payment of the Termination Amount under Section 8.2, under no circumstances shall the Purchaser be permitted or entitled to receive both a grant of specific performance of the Company's obligation to complete the transactions contemplated hereby and any monetary damages, including all or any portion of the Termination Amount.

8.3 Expenses

Except as provided in Sections 2.3(b), 4.4(b)(iv), 4.6 and 8.2, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Plan of Arrangement, including all costs, expenses and fees of the Company incurred prior to or after the Effective Date in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is completed.

8.4 Notices

Any notice, direction or other communication given pursuant to this Agreement (each a "**Notice**") must be in writing, sent by hand delivery, courier, facsimile or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt), and otherwise on the next Business Day; or (ii) if sent by facsimile (with facsimile machine confirmation of transmission) on the date of transmission if it is a Business Day and

transmission was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

(a) to the Company at:

Enercare Inc.
7400 Birchmount Road
Markham, ON L3R 5V4

Attention: [redacted]
Facsimile:

with a copy to:

Davies Ward Phillips & Vineberg LLP
55 Wellington Street West
Toronto Ontario
M5V 3J7

Attention: [redacted]
Facsimile:

(b) to Purchaser at:

Cardinal Acquisitions Inc.
181 Bay Street Suite 300
Toronto, ON M5J 2T3

Attention: [redacted]
Facsimile:

with a copy to:

McCarthy Tétrault LLP
Suite 5300, 66 Wellington Street West
Toronto, ON M5K 1E6

Attention: [redacted]
Facsimile:

Rejection or other refusal to accept, inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

8.5 Time of the Essence

Time is of the essence in this Agreement.

8.6 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to specifically enforce compliance with, or performance of, the terms of this Agreement against the other Parties without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which a Party may be entitled at Law or in equity. It is acknowledged and agreed that the Company is a third-party beneficiary of the Equity Commitment Letter and shall be entitled to specific performance of the Equity Financing Sources' respective obligations to cause the amounts committed to be funded under the Equity Commitment Letter in accordance with the terms thereof.

8.7 Third Party Beneficiaries

(a) Except as provided in Section 4.6, Section 4.9 or Section 4.10, which, without limiting its terms, are intended as stipulations for the benefit of the third Persons mentioned in such provisions (such third Persons referred to in this Section 8.7 as the "**Indemnified Persons**"), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

(b) Despite the foregoing, the Purchaser acknowledges to each of the Indemnified Persons their direct rights against it under Section 4.6, Section 4.9 and Section 4.10 of this Agreement, which are intended for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her legal representatives, and for such purpose, the Company confirms that it is acting as trustee on their behalf, and agrees to enforce such provision on their behalf. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

8.8 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. 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.

8.9 Entire Agreement

This Agreement, the Equity Commitment Letter, the Guarantee and the Confidentiality Agreement (provided that to the extent any provisions of the Confidentiality Agreements conflict with the terms of this Agreement, the terms of this Agreement shall prevail) constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings,

negotiations and discussions, whether oral or written, between the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement, the Equity Commitment Letter or the Guarantee. Other than the Equity Commitment Letter and the Guarantee, the Company, on the one hand, and the Purchaser, on the other hand, have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

8.10 Successors and Assigns

(a) This Agreement becomes effective only when (i) executed by the Company and the Purchaser and (ii) the Purchaser delivers executed signature pages to the Limited Guarantee and Equity Commitment Letter. After that time, it will be binding upon and enure to the benefit of the Company and the Purchaser and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party, provided however that the Purchaser (or any permitted assign of the Purchaser) may, at any time upon giving notice to the Company, assign its rights and obligations under this Agreement without such consent to any Person that is controlled by the Sponsor, provided that; (i) such assignee delivers an instrument in writing confirming that it is bound by and shall perform all of the obligations of the assigning party under this Agreement as if it were an original signatory; (ii) the Purchaser shall not be relieved of its obligations hereunder; and (iii) the Purchaser concurrently assigns the Equity Commitment Letter to such assignee, and the Equity Financing Sources confirm their respective obligations under the Equity Commitment Letter to the assignee.

8.11 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.12 Governing Law

(a) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

8.13 Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts and things, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.14 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

8.15 No Liability

No director or officer of the Purchaser shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered on behalf of the Purchaser under this Agreement. No director or officer of the Company or any of its Subsidiaries shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered on behalf of the Company or any of its Subsidiaries under this Agreement.

8.16 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[*Remainder of page intentionally left blank. Signature pages follow.*]

IN WITNESS WHEREOF the Parties have executed this Arrangement Agreement.

CARDINAL ACQUISITIONS INC.

By: (signed) *James Rickert*
Name: James Rickert
Title: Senior Vice President

ENERCARE INC.

By: (signed) *John Macdonald*
Name: John Macdonald
Title: President and CEO

By: (signed) *John Toffoletto*
Name: John Toffoletto
Title: Senior Vice President, Chief Legal Officer and Corporate Secretary

SCHEDULE A
PLAN OF ARRANGEMENT

Please see attached.

PLAN OF ARRANGEMENT
PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Applicable Offeror**" means

(a) Exchange LP for any Electing Canadian Shareholder; and

(b) The Purchaser for any Shareholder not described in paragraph (a).

"**Arrangement**" means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of August 1, 2018 among the Purchaser and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders entitled to vote thereon pursuant to the Interim Order.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"**BIP**" means Brookfield Infrastructure Partners L.P.

"**BIP Units**" means tradeable non-voting limited partnership units of BIP.

"**Canadian Shareholder**" means a Shareholder who, for purposes of the Tax Act and, at all relevant times, is or is deemed to be resident in Canada and is not exempt from tax under the Tax Act or, in the case of a Shareholder that is a partnership, a Shareholder that is a "**Canadian partnership**" as defined in the Tax Act.

"**Cash Consideration**" means $29.00 in cash for each Common Share.

"**CBCA**" means the *Canada Business Corporations Act*.

"**Certificate of Arrangement**" means the certificate of arrangement issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"**Common Shares**" means the common shares in the capital of the Company.

"**Company**" means Enercare Inc., a corporation incorporated under the laws of Canada.

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of January 1, 2011, as amended and restated effective March 11, 2011, June 1, 2011, December 31, 2015, March 6, 2017, and subsequently on March 5, 2018.

"**Company DSUs**" means the outstanding deferred share units issued pursuant to the Company DSU Plan.

"**Company Equity Awards**" means the Company Options, Company DSUs, COO PSUs and Company PSUs issued pursuant to the Company Stock Option Plans, the Company DSU Plan, or the Company PSU Plan, as applicable.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

"**Company Optionholders**" means the holders of Company Options.

"**Company Options**" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plans.

"**Company PSU Plan**" means the performance share unit plan established by the Company on January 1, 2011, as amended and restated on June 1, 2011 and subsequently amended and restated effective March 16, 2015.

"**Company PSUs**" means the outstanding performance share units issued pursuant to the Company PSU Plan, other than the COO PSUs.

"**Company Shareholders**" or "**Shareholder**" means the registered or beneficial holders of Common Shares, as the context requires.

"**Company Stock Option Plans**" means the Company 2011 Stock Option Plan and the Company 2014 Stock Option Plan.

"**Company 2011 Stock Option Plan**" means the share option plan established by the Company on January 1, 2011.

"**Company 2014 Stock Option Plan**" means the share option plan established by the Company on March 5, 2014.

"**Consideration**" means the consideration to be received by the Company Shareholders pursuant to the Plan of Arrangement consisting of either the Cash Consideration or the Unit Consideration (or a combination thereof as determined in accordance with Section 2.4 and 2.5 of this Plan of Arrangement) in each case subject to adjustment in the manner and in the circumstances contemplated in Section 2.11 of the Arrangement Agreement.

"**COO PSUs**" means the outstanding performance share units granted to the Chief Operating Officer, Home Services of the Company under the Company PSU Plan in respect of the Performance Period commencing February 1, 2016 pursuant to a grant agreement dated February 24, 2016 between the Company and the Chief Operating Officer.

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or such other court as applicable.

"**Depositary**" means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

"**Director**" means the Director appointed pursuant to Section 260 of the CBCA.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Holder**" means a registered Company Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"Electing Canadian Shareholder" means a Canadian Shareholder (other than a Dissenting Holder) that has timely and validly exercised its right to receive Unit Consideration in whole or in part in accordance with Section 2.4.

"**Election Deadline**" means 5:00 p.m. (Toronto Time) on the Business Day which is five (5) Business Days preceding the Company Meeting.

"**Employee Share Purchase Plan**" means the employee share purchase plan of the Company effective November 1, 2014, as amended and restated effective November 9, 2016.

"**Exchange GP**" means an indirect newly formed Canadian resident subsidiary of BIP, which will be the general partner of Exchange LP.

"**Exchange LP**" means a newly formed Ontario limited partnership, controlled indirectly by BIP.

"**Exchange LPA**" means the limited partnership agreement governing Exchange LP that will provide for the rights and attributes set forth in Annex I to this Plan of Arrangement.

"**Exchange Right**" means a right of the holder of Exchangeable Units to receive one BIP Unit for each Exchangeable Unit held by causing Exchange LP to redeem the Exchangeable Units, in accordance with the terms and conditions of the Exchange LPA.

"**Exchangeable Units**" means class B limited partnership units of Exchange LP that will provide the holder with distributions that are economically equivalent to distributions on BIP Units and will provide for the Exchange Right.

"**Final Order**" means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Holding Period**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Interim Order**" means the interim order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Letter of Transmittal and Election Form**" means the letter of transmittal and election form sent to Company Shareholders for use in connection with the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

"**Matching Period**" has the meaning specified in Section 5.4(a)(iii) of the Arrangement Agreement.

"**Matching Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Maximum Unit Consideration**" means 15 million Exchangeable Units.

"**Offerors**" means the Purchaser and Exchange LP.

"**Parties**" means the Company and the Purchaser and "**Party**" means any one of them.

"**Participant**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Participant Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Performance Factor**" has the meaning ascribed thereto in the grant agreements made pursuant to the Company PSU Plan. The Performance Factor for 2017 in respect of a 2017 PSU and 2016 PSU is 1.25 and the Performance Factor for 2016 in respect of a 2016 PSU is 0.5. The Performance Factor for 2018, 2019 and 2020 in respect of a 2018 PSU, 2017 PSU and 2016 PSU is 1.0.

"**Performance Period**" has the meaning ascribed thereto in the Company PSU Plan.

"**Performance Share Unit Account**" has the meaning ascribed thereto in the Company PSU Plan.

"**Person**" includes any individual, partnership, association, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement proposed under Section 192 of the CBCA, and any amendments or variations made in accordance with the Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Purchaser**" means Cardinal Acquisitions Inc., a corporation incorporated under the laws of Canada.

"**Purchaser Loan**" means a non-interest bearing demand loan from the Purchaser to the Company denominated in Canadian dollars in an aggregate principal amount equal to the aggregate amount of cash required by the Company to make the payments in Sections 2.3(b), 2.3(c), 2.3(d) and 2.3(e), which shall be evidenced by way of a non-interest bearing demand promissory note granted by the Company in favour of the Purchaser.

"**Shareholder Rights Plan**" means the amended and restated shareholder rights plan agreement dated May 1, 2017 between the Company and Computershare Investor Services Inc., as rights agent, as modified or amended.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Total Elected Unit Consideration**" has the meaning ascribed thereto in Section 2.5(a)(i).

"**Unit Consideration**" means in the case of a Canadian Shareholder who has elected to receive Exchangeable Units, 0.5509 of an Exchangeable Unit for each Common Share.

"**Unit Election**" means an election by a Canadian Shareholder to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per

Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares.

"**Unit Pro-Ration Factor"** means a number, rounded to six decimal places, equal to the Maximum Unit Consideration divided by the Total Elected Unit Consideration.

1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

(a) Headings, etc. The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(b) Currency. All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

(c) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(d) Certain Phrases, etc. The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement. The term "Plan of Arrangement" and any reference in this Plan of Arrangement to this Plan of Arrangement or any agreement or document includes, and is a reference to, this Plan of Arrangement or such agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it, if any.

(e) Statutes. Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(f) Computation of Time. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(g) Time References. References to time herein or in any Letter of Transmittal are to local time, Toronto, Ontario.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Offerors, the Company, all holders and beneficial owners of Common Shares, Company Options, Company PSUs, COO PSUs and Company DSUs, including Dissenting Holders, the registrar and transfer agent of the Company, the Depositary and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

At the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(a) the Purchaser shall make the Purchaser Loan, to the extent required by the Company to make the payments in Sections 2.3(b), 2.3(c), 2.3(d) and 2.3(e);

(b) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Stock Option Plans, shall be deemed to be unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of a Company Optionholder, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price per Common Share of such Company Option, in each case, less applicable withholdings, and such Company Option shall immediately be cancelled. For greater certainty, where the Consideration is equal to or less than the exercise price per Common Share, the relevant Company Option will be cancelled for no consideration;

(c) each Company DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company DSU Plan, shall, without any further action by or on behalf of a holder of Company DSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration per Company DSU, less applicable withholdings, and each such Company DSU shall immediately be cancelled;

(d) each (i) Company PSU in respect of the Performance Period commencing January 1, 2018 (a "**2018 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to

be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2018 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2018, 2019 and 2020, respectively, with one-third of the 2018 PSU allocated to each year; (ii) Company PSU in respect of the Performance Period commencing January 1, 2017 (a "**2017 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2017 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2017, 2018 and 2019, respectively, with one-third of the 2017 PSU allocated to each year and (iii) Company PSU in respect of the Performance Period commencing January 1, 2016 (a "**2016 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2016 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2016, 2017 and 2018, respectively, with one-third of the 2016 PSU allocated to each year, in each case less applicable withholdings, and each such Company PSU shall immediately be cancelled;

(e) each COO PSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of the Chief Operating Officer, Home Services be deemed to be assigned and transferred by the Chief Operating Officer, Home Services to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such COO PSU held by the Chief Operating Officer, less applicable withholdings, and each such COO PSU shall immediately be cancelled;

(f) each Company Optionholder and each holder of Company DSUs, Company PSUs or COO PSUs (i) shall cease to be a holder of such Company Options, Company DSUs, Company PSUs or COO PSUs, (ii) such holder's name shall be removed from each applicable register, (iii) the Company Stock Option Plans, the Company DSU Plan and the Company PSU Plan and all agreements relating to the Company Options, Company DSUs ,Company PSUs and COO PSUs shall be terminated and shall be of no further force and effect, and (iv) such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(b), 2.3(c), 2.3(d) and 2.3(e), as applicable, at the time and in the manner specified in Section 2.3(b), 2.3(c), 2.3(d) and 2.3(e), respectively;

(g) each Participant shall cease to be enrolled in the Employee Share Purchase Plan and the Employee Share Purchase Plan and all agreements relating thereto shall be terminated and shall be of no further force and effect;

(h) the Shareholder Rights Plan shall be terminated and shall be of no further force and effect;

(i) each of the Common Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to the Purchaser (free and clear of all Liens) in consideration for the amount determined under Article 3 if any, and:

(i) such Dissenting Holders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares, other than the right to be paid fair value for such Common Shares, as set out in Section 3.1;

(ii) such Dissenting Holders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered in the registers of Common Shares maintained by or on behalf of the Company;

(j) each Common Share outstanding, other than (A) Common Shares held by a Dissenting Holder whose Common Shares were transferred pursuant to Section 2.3(i), and (B) Common Shares held by an Electing Canadian Shareholder shall, without any further action by or on behalf of a holder of Common Shares, be assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Cash Consideration, less applicable withholdings, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company; and

(k) each Common Share outstanding held by an Electing Canadian Shareholder, shall, without any further action by or on behalf of such a holder of Common Shares, be deemed to be assigned and transferred by the holder thereof to Exchange LP (free and clear of all Liens) in exchange for the Consideration (in each case satisfied by the delivery of the Unit Consideration and any Cash Consideration, as determined in accordance with the relevant Unit Election, Section 2.4 and 2.5 of the Plan of Arrangement, by Exchange LP), less applicable withholdings, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(iii) Exchange LP shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

2.4 Elections

With respect to the exchange of Common Shares effected pursuant to Section 2.3:

(a) each Canadian Shareholder, other than a Canadian Shareholder that is a Dissenting Holder who has validly exercised such holder's Dissent Right, may elect:

(i) to receive from the Purchaser the Cash Consideration for each of its Common Share; or

(ii) to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares (an election in clause (ii)(A) or (B) being a "**Unit Election**");

(b) the elections provided for in Section 2.4(a) shall be made by each applicable Shareholder by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such holder's election, together with any certificates representing the holder's Common Shares;

(c) any Letter of Transmittal and Election Form, once deposited with the Depositary, shall be irrevocable and may not be withdrawn by a Shareholder; and

(d) any Shareholder who (i) does not deposit with the Depositary a duly completed Letter of Transmittal and Election Form prior to the Election Deadline, (ii) properly exercises Dissent Rights in accordance with Section 3.1(a) but is not ultimately entitled, for any reason, to be paid the fair value for its Common Shares by Purchaser as referenced in Section 3.1(b), or (iii) otherwise fails to comply with the requirements of this Section 2.4 and the Letter of Transmittal and Election Form, shall be deemed to have elected to receive the Cash Consideration from the Purchaser for each Common Share held less applicable withholdings.

2.5 Proration

(a) Notwithstanding Section 2.4 or any other provision herein, the maximum number of Exchangeable Units that may, in the aggregate, be issued to the Canadian

Shareholders pursuant to Section 2.3 shall be equal to the Maximum Unit Consideration. In the event that:

(i) the aggregate number of Exchangeable Units that would, but for this Section 2.5(a)(i), be issued to Canadian Shareholders in accordance with the elections of such Canadian Shareholders pursuant to Section 2.4 (the "**Total Elected Unit Consideration**") exceeds the Maximum Unit Consideration, then:

A. the aggregate number of Exchangeable Units, as applicable, to be issued to any Canadian Shareholder, subject to rounding in accordance with Section 2.8(a), shall be determined by multiplying the aggregate number of Exchangeable Units that would, but for this Section 2.5(a)(i), be issued to such Shareholder by the Unit Pro-Ration Factor; and

B. such holder shall receive and shall be deemed to have elected to receive the Cash Consideration from Exchange LP per Common Share for the remainder of their Common Shares.

2.6 Deposit Rules and Procedures

(a) On or immediately prior to the Effective Date, the Offerors shall:

(i) deposit or cause to be deposited with the Depositary, for the benefit of the Shareholders entitled to receive cash pursuant to Section 2.3, the aggregate amount of cash that such Shareholders are entitled to receive under the Arrangement; and

(ii) deposit or cause to be deposited with the Depositary for the benefit of and to be held on behalf of the Canadian Shareholders entitled to receive Exchangeable Units, as applicable, pursuant to Section 2.3, certificates representing the Exchangeable Units that such Canadian Shareholders are entitled to receive under the Arrangement; which certificates and cash shall be held by the Depositary as agent and nominee for the former Shareholders for distribution to such former holders in accordance with the provisions of Article 4 hereof.

(b) For greater certainty, where a Canadian Shareholder who has elected to receive Unit Consideration as consideration for their Common Shares receives Exchangeable Units and cash because of pro-ration, the Shareholder will be deemed to have received a proportionate amount of cash and Exchangeable Units as consideration for each whole Common Share acquired.

2.7 Tax Elections

A Canadian Shareholder who transfers Common Shares to Exchange LP pursuant to Section 2.3(k) shall be entitled to make a joint election with Exchange GP, the general partner of Exchange LP on behalf of all of the members of Exchange LP (the "**Joint Tax Election**") under subsection 97(2) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation). A Joint Tax Election shall be made jointly by the Canadian Shareholder and

Exchange GP on behalf of all of the members of Exchange LP. To make a Joint Tax Election, a Canadian Shareholder must provide the relevant information to Exchange GP through a website that will be made available for this purpose. The relevant information must be submitted to Exchange GP through the website on or before the day that is 75 days following the Effective Date (the "**Tax Election Deadline**"). Exchange GP may not make a Joint Tax Election with Canadian Shareholders who do not provide the relevant information through the website on or before the Tax Election Deadline. After receipt of all of the relevant information through the website, and provided that the information provided complies with the rules under the Tax Act regarding the Joint Tax Election, Exchange GP will deliver an executed copy of the Joint Tax Election containing the relevant information to the Canadian Shareholder. The Canadian Shareholder will be solely responsible for executing its portion of the Joint Tax Election and submitting it to the CRA (and, where applicable, to any provincial tax authority) within the required time. Exchange LP will have no responsibility, or liability, in respect of any Joint Tax Election other than the specific requirements contemplated in this Section 2.7.

2.8 No Fractional Units and Rounding of Cash Consideration

(a) In no event shall any fractional Exchangeable Units be issued under this Plan of Arrangement. Where the aggregate number of Exchangeable Units to be issued to a Shareholder as consideration under this Plan of Arrangement would result in a fraction of Exchangeable Unit being issuable, then the number of Exchangeable Units to be issued to such Shareholder shall be rounded down to the closest whole number and, in lieu of the issuance of a fractional Exchangeable Unit thereof, such Shareholder will receive a cash payment in Canadian dollars from Exchange LP (rounded down to the nearest cent) determined on the basis of an amount equal to (i) $0.5509 multiplied by (ii) the fractional unit amount.

(b) If the aggregate cash amount which a Shareholder is entitled to receive pursuant to Section 2.3 would otherwise include a fraction of $0.01, then the aggregate cash amount to which such Shareholder shall be entitled to receive shall be rounded up to the nearest whole $0.01.

2.9 Adjustments to Exchangeable Unit Consideration

The number of Exchangeable Units that constitute the Consideration shall be adjusted to reflect fully the effect of any stock or unit split, reverse split, stock or unit dividend (including any dividend or distribution of securities convertible into Common Shares or BIP Units, other than stock or unit dividends paid in lieu of ordinary course dividends), consolidation, reorganization, recapitalization or other like change with respect to Common Shares or BIP Units occurring after the date of the Arrangement Agreement and prior to the Effective Time.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

Registered Company Shareholders may exercise dissent rights with respect to the Common Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding subsection 190(5) of the CBCA, the

written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Company not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(i) and if they:

(a) ultimately are entitled to be paid fair value for such Common Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(i)); (ii) will be entitled to be paid the fair value of such Common Shares, which fair value, notwithstanding anything to the contrary contained in Part XV of the CBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Common Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of Common Shares as described in Section 2.3(j) and shall be entitled to receive only the consideration contemplated in Section 2.3(j) that such Company Shareholder would have received pursuant to the Arrangement if such Company Shareholder had not exercised Dissent Rights.

3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Purchaser, the Company or any other Person be required to recognize Dissenting Holders as holders of Common Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(i), and the names of such Dissenting Holders shall be removed from the registers of holders of Common Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(i) occurs. In addition to any other restrictions under Section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Company Optionholders, holders of Company DSUs, holders of Company PSUs or holder of COO PSUs; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such holder's Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Following receipt of the Final Order and prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, for the benefit of Company Shareholders, cash with the Depositary in the aggregate amount equal to the payments contemplated by Section 2.3(i), with the amount per Common Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration, for this purpose, net of applicable withholdings for the benefit of the Company Shareholders. The cash deposited with the Depositary by or on behalf of the Purchaser shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(j), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholders represented by such surrendered certificates shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(c) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(k), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholders represented by such surrendered certificates shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, (i) a certificate representing the number of Exchangeable Units to which such holder is entitled to receive under the Arrangement, as applicable; and (ii) a cheque for the cash consideration to which such holder is entitled to under the Arrangement, as applicable, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(d) As soon as practicable after the Effective Date, the Company shall pay the amounts, net of applicable withholdings, to be paid to holders of Company Options, Company DSUs, Company PSUs and COO PSUs, either (i) pursuant to the normal payroll practices and procedures of the Company, or (ii) in the event that payment pursuant to the normal payroll practices and procedures of the Company is not practicable for any such holder, by cheque (delivered to such holder of Company Options, Company DSUs, Company PSUs and COO PSUs, as applicable, as reflected on the register maintained by or on behalf of the Company in respect of the Company Options, Company DSUs, Company PSUs and COO PSUs).

(e) Once surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Common Shares not duly surrendered on or before the fifth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Company or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

(f) Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the fifth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the fifth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Common Shares, the Company Options, the Company DSUs, the Company PSUs and COO PSUs pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

(g) No holder of Common Shares, Company Options, Company DSUs, Company PSUs or COO PSUs shall be entitled to receive any consideration with respect to such Common Shares, Company Options, Company DSUs, Company PSUs or COO PSUs other than any cash payment to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

The Purchaser, the Company, Exchange LP, Exchange GP or the Depositary shall deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such Taxes or other amounts as the Purchaser, the Company or the Depositary or other relevant Person is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that Taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

4.4 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, Company Options, Company DSUs, Company PSUs and COO PSUs issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Company Shareholders, Company Optionholders, holders of Company PSUs, holders of Company DSUs, the holders of COO PSUs, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares, Company Options, Company DSUs, Company PSUs, COO PSUs or Employee Share Purchase Plan shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

5.2 Termination

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE B
ARRANGEMENT RESOLUTION

1. The arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving Enercare Inc. (the "**Company**"), pursuant to the arrangement agreement between the Company and Cardinal Acquisitions Inc. dated August 1, 2018, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "**Arrangement Agreement**"), as more particularly described and set forth in the management information circular of the Company dated ■, 2018 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.

2. The plan of arrangement of the Company, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the "**Plan of Arrangement**"), the full text of which is set out as Appendix ■ to the Circular, is hereby authorized, approved and adopted.

3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

4. The Company is authorized and directed to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of the Company (the "**Company Shareholders**") or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.

6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.

7. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution

and delivery of any such other document or instrument or the doing of any such other act or thing.

SCHEDULE C
COMPANY REPRESENTATIONS AND WARRANTIES

1. **Organization and Qualification**. The Company and each of its Subsidiaries is a corporation or other entity duly incorporated, formed or organized, as applicable, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted. The Company and each of its Subsidiaries is duly qualified, registered, licensed or otherwise authorized to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, whether owned, leased, licensed or otherwise held, or the nature of its activities make such qualification, registration, licensing or other authorization necessary, and has all Authorizations required to own, lease and operate its properties and assets and to conduct its business as now owned and conducted, except as to the extent that any failure of the Company or any of its Subsidiaries to be so qualified, registered, licenced or authorized or to possess such Authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2. **Corporate Authorization**. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Company of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or the completion of the Arrangement and the other transactions contemplated hereby other than approval by the Company Shareholders in the manner required by the Interim Order and Law and approval by the Court.

3. **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Company, and constitutes a legal, valid and binding agreement of the Company enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

4. **Governmental Authorization**. The execution, delivery and performance by the Company of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Company or by any of its Subsidiaries other than: (a) the Interim Order and any approvals required by the Interim Order; (b) the Final Order; (c) filings with the Director under the CBCA, (d) the Key Regulatory Approvals and any other Regulatory Approval identified in accordance with this Agreement; and (e) filings with the Securities Authorities or the TSX, and (f) actions, filings or notifications, the absence of which would not reasonably be expected to be a Material Adverse Effect.

5. **Non-Contravention**. The execution, delivery and performance by the Company of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(a) contravene, conflict with, or result in any violation or breach of the Company's Constating Documents or the organizational documents of any of its Subsidiaries;

(b) assuming compliance with the matters referred to in Paragraph 4 above, contravene, conflict with or result in a violation or breach of any Law applicable to the Company or any of its Subsidiaries, or any of their respective properties or assets;

(c) except under the agreements as disclosed in Schedule 3.1(5)(c) of the Company Disclosure Letter, allow any Person to exercise any rights, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled (including by triggering any rights of first refusal or first offer, change in control provision or other restriction or limitation) under any Material Contract or any Authorization to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound; or

(d) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or its Subsidiaries;

except, in the case of each of (b), (c) and (d), as would not reasonably be expected to have a Material Adverse Effect.

6. **Capitalization**.

(a) The authorized capital of the Company consists of an unlimited number of Common Shares and 10,000,000 Preferred Shares issuable in series. As of close of business on July 27, 2018, there were (i) 107,327,953 Common Shares issued and outstanding, and (ii) nil Preferred Shares issued and outstanding.

(b) Schedule 3.1(6)(b) of the Company Disclosure Letter sets forth, as of the date hereof, the number of outstanding Company Options and the aggregate number of Common Shares into which outstanding Company Options are convertible, and, as of close of business on June 30 2018, the number of outstanding COO PSUs, Company PSUs and Company DSUs, all holders thereof and the exercise price or reference price or grant value, as applicable, the date of grant, expiration date and vested amounts, where applicable, of such Company Options, COO PSUs, Company PSUs and Company DSUs.

(c) All outstanding Common Shares have been duly authorized and validly issued, are fully paid and non-assessable (and no such shares have been issued in violation of any pre-emptive or similar rights), and all Common Shares issuable upon the exercise of the Company Options or under the Company's Dividend Reinvestment Plan have been duly authorized and, upon issuance, shall be validly issued as fully paid and non-assessable. No Common Shares have been issued and no Company Equity Awards have been granted in violation of any Law or any pre-emptive or similar rights applicable to them.

(d) Except in connection with the Shareholder Rights Plan, Company Stock Option Plans, the Company DSU Plan, the Company PSU Plan, the Company's Dividend Reinvestment Plan and the Company's Employee Share Purchase Plan, there are no issued, outstanding or authorized options, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation or other rights, or any other agreements, arrangements, instruments or commitments of any kind that obligate the Company or any of its Subsidiaries to, directly or indirectly, issue, register for sale, repurchase or redeem any securities of the Company or of any of its Subsidiaries, or give any Person a right to subscribe for or acquire, any securities of the Company or of any of its Subsidiaries.

(e) There are no issued, outstanding or authorized notes, bonds, debentures or other evidences of indebtedness or any other agreements, arrangements, instruments or commitments of any kind that give any Person, directly or indirectly, the right to vote with holders of Common Shares on any matter except as required by Law.

7. **Subsidiaries.**

(a) The following information with respect to each Subsidiary of the Company is accurately set out in Schedule 3.1(7)(a) of the Company Disclosure Letter: (i) its name; (ii) its issued and authorized capital; (iii) the percentage of equity owned directly or indirectly by the Company, (iv) the name of and the percentage owned by registered holders of capital stock or other equity interests; and (v) its jurisdiction of incorporation, organization, formation, or governance.

(b) Except as disclosed in Sections 3.1(7)(a) of the Company Disclosure Letter, the Company is, directly or indirectly, the registered and beneficial owner of all of the outstanding common shares or other equity interests of each of its Subsidiaries, free and clear of all Liens, all such shares or other equity interests so owned by the Company have been validly issued and are fully paid and non-assessable, as the case may be, and no such shares or other equity interests: (i) have been issued in violation of any Law or any pre-emptive or similar rights; or (ii) are subject to pre-emptive rights, rights of first refusal or similar rights created by statute, such Subsidiary's organizational documents or any agreement binding upon the Company or any of its Subsidiaries. Except for the shares or other equity interests owned by the Company or by any of its Subsidiaries, directly or indirectly, in any Subsidiary of the Company, neither the Company nor any of its Subsidiaries is the registered or beneficial owner of any equity interest of any kind in, voting debt of, or any interest convertible into or exchangeable or exercisable for any equity interest in, any other Person.

(c) The Subsidiaries listed in Schedule 3.1(7)(c) of the Company Disclosure Letter are the only Subsidiaries of the Company that are material (based on the requirements for disclosure of Subsidiaries in an Annual Information Form set out in National Instrument 51-102 – *Continuous Disclosure Obligations* (the "**Material Subsidiaries**").

8. **Shareholders' and Similar Agreements.** Neither the Company nor any of its Subsidiaries is subject to, or affected by, any unanimous shareholders agreement and is

not a party to any shareholder, pooling, voting, or other similar arrangement or agreement relating to the ownership, registration, transfer or voting of any of the securities of the Company or of any of its Subsidiaries or pursuant to which any Person other than the Company or any of its Subsidiaries may have any right or claim in connection with any existing or past equity interest in the Company or in any of its Subsidiaries.

9. **Securities Law Matters.**

(a) Each of the Company and ESI is a "reporting issuer" or equivalent thereof and not on the list of reporting issuers in default under applicable Securities Laws in each of the provinces and territories of Canada in which such concept exists and is not in default of any material requirements of any Securities Laws or the rules and regulations of the TSX. No delisting, suspension of trading in or cease trading order with respect to any of its securities and, to the knowledge of the Company, no inquiry or investigation of any Securities Authority, is pending, in effect or ongoing or threatened. The Common Shares are listed on the TSX and trading of the Common Shares is not currently halted or suspended. The Company does not have any securities listed for trading on any securities exchange other than the TSX. Other than ESI, none of the Company's Subsidiaries is subject to any continuous or periodic, or other disclosure requirements under any securities laws in any jurisdiction.

(b) The documents comprising the Public Filings comply as filed or furnished in all material respects with the requirements of applicable Securities Laws and where applicable, the rules and policies of the TSX and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. Each of the Company and ESI has , since January 1, 2016, complied and is in compliance with applicable Securities Laws and the rules, policies and requirements of the TSX in all material respects. Each of the Company and ESI has timely filed with the Securities Authorities all material forms, reports, schedules, certifications, statements and other documents required to be filed by it under applicable Securities Laws and where applicable, the rules and policies of the TSX since January 1, 2016. Neither the Company nor ESI has filed any confidential material change report with the Securities Authorities which at the date hereof remains confidential. There are no outstanding or unresolved comments in comments letters from any Securities Authority with respect to any of the Public Filings and, to the Company's knowledge, neither the Company, ESI nor any of the Public Filings is subject of an ongoing audit, review, comment or investigation by any Securities Authority or, in the case of the Company, the TSX.

10. **U.S. Securities Law Matters.**

(a) Neither the Company nor any of its Subsidiaries has, nor is such Person required to have, any class of securities registered under the U.S. Exchange Act, nor is the Company or any of its Subsidiaries subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act.

(b) Neither the Company nor any of its Subsidiaries is subject to any requirement to register any class of its equity securities pursuant to section 12(g) of the U.S. Exchange Act nor is the Company or any of its Subsidiaries an investment company registered or required to be registered under the *Investment Company Act* of 1940 of the United States of America. The Company is a "foreign private issuer" (as such term is defined in Rule 3b-1 under the U.S. Exchange Act).

(c) No securities of the Company or any of its Subsidiaries have been traded on any national securities exchange in the United States during the past 12 calendar months.

11. **Financial Statements.**

(a) The audited consolidated financial statements of the Company and ESI (including, in each case, any of the notes or schedules thereto, the auditors' report thereon and related management's discussion and analysis) included in the Public Filings (i) were prepared in accordance with IFRS, (ii) fairly present, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position, results of operations or financial performance and cash flows of the Company or ESI, as applicable, and their respective Subsidiaries as of their respective dates and the consolidated financial position, results of operations or financial performance and cash flows of the Company or ESI, as applicable, and their respective Subsidiaries as at the dates and for the respective periods covered by such financial statements (except as may be expressly indicated in the notes to such financial statements) and (iii) reflect appropriate and adequate reserves in respect of contingent liabilities, if any. Other than as a result of the transactions contemplated under this Agreement, the Company and ESI do not intend to make any material correction or restatement of, nor, to the knowledge of the Company, is there any basis for any material correction or restatement of, any aspect of any of the financial statements referred to in this Paragraph (11). Except as described in the notes to the Company's and ESI's, as applicable, audited consolidated financial statements as at and for the fiscal years ended December 31, 2017 and 2016, there has been no material change in the Company's or ESI's accounting policies since December 31, 2017. Except as disclosed in Schedule 3.1(11)(a) of the Company Disclosure Letter, there are no, nor are there any commitments to become a party to, any off-balance sheet transactions of the Company or of any of its Subsidiaries with unconsolidated entities or other Persons.

(b) The financial books, records and accounts of the Company and each of its Subsidiaries: (i) have been maintained, in all material respects, in accordance with IFRS; (ii) are stated in reasonable detail; (iii) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Company and its Subsidiaries; and (iv) accurately and fairly reflect the basis of the Company's financial statements.

12. **Disclosure Controls and Internal Control over Financial Reporting.**

(a) Each of the Company and ESI has established and maintains a system of disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed by the Company or ESI, as

applicable, in its annual filings, interim filings or other reports filed or submitted by it under Securities Laws is recorded, processed, summarized and reported within the time periods specified in Securities Laws. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by the Company or ESI, as applicable, in its annual filings, interim filings or other reports filed or submitted under Securities Laws are accumulated and communicated to the Company's or ESI's management, as applicable, including its chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) Each of the Company and ESI has established and maintains a system of internal control over financial reporting that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

(c) To the knowledge of the Company, there is no material weakness (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) relating to the design, implementation or maintenance of its internal control over financial reporting, or fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Company or ESI. To the knowledge of the Company, none of the Company, any of its Subsidiaries, or any of their respective director, officer, auditor, accountant or representatives has received or otherwise obtained knowledge of any material complaint, allegation, assertion, or claim, whether written or oral, regarding accounting, internal accounting controls or auditing matters, including any material complaint, allegation, assertion, or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices, or any expression of concern from its employees regarding questionable accounting or auditing matters.

13. **Auditors**. The auditors of the Company and ESI are independent public accountants as required by applicable Laws and there is not now, and there has never been, any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditors of the Company.

14. **No Undisclosed Liabilities**. There are no material liabilities or obligations of the Company or of any of its Subsidiaries of any type whatsoever, whether accrued, contingent or absolute, other than liabilities or obligations: (a) disclosed in the audited consolidated financial statements of the Company as at and for the fiscal years ended December 31, 2017 and 2016 (including any notes or schedules thereto and related management's discussions and analysis) or the unaudited consolidated interim financial statements as at and for the three months ended March 31, 2018; (b) incurred in the Ordinary Course since December 31, 2017; (c) that have not had and would not reasonably be expected to have, a Material Adverse Effect; or (d) incurred in connection with this Agreement.

15. **Absence of Certain Changes or Events**. Since December 31, 2017, other than the transactions contemplated in this Agreement or as publicly disclosed in the Company Filings:

(a) the business of the Company and of each of its Subsidiaries has been conducted in the Ordinary Course; and

(b) there has not occurred any change, event, occurrence, effect or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect.

16. **Long-Term and Derivative Transactions.** Neither the Company nor any of its Subsidiaries have any material obligations or liabilities, direct or indirect, vested or contingent in respect of any rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions or currency options or production sales transactions having terms greater than 90 days or any other similar transactions (including any option with respect to any of such transactions) or any combination of such transactions.

17. **Related Party Transactions**. Neither the Company nor any of its Subsidiaries is indebted to any director, officer, employee or agent of, or independent contractor to, the Company, any of its Subsidiaries or any of their respective affiliates (except for amounts due in the Ordinary Course as salaries, bonuses, director's fees, amounts owing under any contracting agreement with any such independent contractor or the reimbursement of Ordinary Course expenses). Except as disclosed in Schedule 3.1(17) of the Company Disclosure Letter, there are no Contracts (other than employment arrangements or independent contractor arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Company, any of its Subsidiaries or any of their respective affiliates.

18. **No "Collateral Benefit".** Except as disclosed in Schedule 3.1(18) of the Company Disclosure Letter, to the knowledge of the Company, no related party (within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) of the Company together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding Common Shares, except for related parties who will not receive a "collateral benefit" (within the meaning of such instrument) as a consequence of the transactions contemplated by this Agreement.

19. **Compliance with Laws**. Except in connection with the matters as disclosed in Schedule 3.1(19) of the Company Disclosure Letter, the Company and each of its Subsidiaries is, and since January 1, 2016 has been, in compliance with all applicable Law, including, for greater certainty, all enforceable provisions as defined in the *Ontario Energy Board Act, 1998*, and neither the Company nor any of its Subsidiaries is, to the knowledge of the Company, under any investigation with respect to, has been charged or to the knowledge of the Company threatened to be charged with, or has received notice of, any violation or potential violation of any Law or a disqualification by a Governmental Entity; except, in each case, as would not reasonably be expected to have a Material Adverse Effect. As of the Effective Date, the Rental Contracts and the fees and rental charges in connection therewith and all other operations relating thereto including installation, servicing, maintenance, account billing and collection as they relate to such assets

complied in all material respects with all applicable Laws, including applicable consumer protection legislation.

20. **Authorizations and Licenses.**

(a) The Company and each of its Subsidiaries own, possess or have obtained all Authorizations that are required by Law in connection with the operation of the business of the Company and each of its Subsidiaries as presently conducted, or in connection with the ownership, operation or use of the Company Assets, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) The Company or its Subsidiaries, as applicable, (i) lawfully hold, own or use, and have complied with, all such Authorizations, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (ii) each such Authorization is valid and in full force and effect, and is renewable by its terms or in the Ordinary Course; (iii) to the knowledge of the Company, there are no facts, events or circumstances that may reasonably be expected to result in a failure to obtain or failure to be in compliance with all Authorizations as are necessary to conduct the business of the Company or the Subsidiaries; and (iv) to the knowledge of the Company, no event has occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any Authorization, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) To the knowledge of the Company, no action, investigation or proceeding is pending in respect of or regarding any such Authorization and none of the Company or any of its Subsidiaries has received notice, whether written or oral, of revocation, non-renewal or amendments of any such Authorization, or of the intention of any Person to revoke, refuse to renew or amend any such Authorization, except, in each case, as would not reasonably be expected to have a Material Adverse Effect.

(d) Except as disclosed in Schedule 3.1(20)(d) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has given an undertaking or written assurance (whether legally binding or not) to any Governmental Entity (including any competition authority) under any anti-trust or similar legislation in any jurisdiction which remains current at the date of this Agreement.

21. **Material Contracts.**

(a) Schedule 3.1(21)(a) of the Company Disclosure Letter sets out a complete and accurate list of all Material Contracts as of the date of this Agreement.

(b) True and complete copies of the Material Contracts have been disclosed in the Data Room and no such Contract has been rescinded, terminated or materially modified outside of the Ordinary Course; provided that, where a Material Contract includes competitively or commercially sensitive information, the Company may disclose in the Data Room a redacted version of the Material Contract that removes the competitively or commercially sensitive information

and also provide a complete, non-redacted version of the Material Contract to the Purchaser's external legal counsel on an external legal counsel only basis.

(c) To the knowledge of the Company, each Material Contract is legal, valid, binding and in full force and effect and is enforceable by the Company or a Subsidiary of the Company, as applicable, in accordance with its terms (subject to bankruptcy, insolvency and other Laws affecting creditors' rights generally, and to general principles of equity).

(d) Except as disclosed in Schedule 3.1(21)(d) of the Company Disclosure Letter, the Company and each of its Subsidiaries has performed in all material respects all respective obligations required to be performed by them to date under the Material Contracts and neither the Company nor any of its Subsidiaries is in material breach or default under any Material Contract, nor does the Company have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default.

(e) Except as disclosed in Schedule 3.1(21)(e) of the Company Disclosure Letter, none of the Company or any of its Subsidiaries knows of, or has received any notice (whether written or oral) of, any material breach or default under nor, to the knowledge of the Company, does there exist any condition which with the passage of time or the giving of notice or both would result in such a material breach or default under any such Material Contract by any other party to a Material Contract.

(f) None of the Company or any of its Subsidiaries has received any notice (whether written or oral), that any party to a Material Contract intends to cancel, rescind, terminate or otherwise modify or not renew its relationship with the Company or any of its Subsidiaries and, to the knowledge of the Company, no such action has been threatened.

22. **Real Property and Personal Property.**

(a) Except as would not reasonably be expected to have a Material Adverse Effect, each of the Company and its Subsidiaries owns, leases or otherwise has the right (including those rights by way of licences, easements or rights of way) to use all real property, including all fixtures and improvements situated thereon, and, owns, leases or otherwise has the right to use all equipment and personal property, tangible and intangible, in each case which is used in the operations of the business of such entity and which is necessary to conduct the business of such entity in the manner in which it is presently conducted. The Company and/or one or more of its Subsidiaries has good and marketable title to all Company Assets (whether real, personal or mixed and whether tangible or intangible) which it owns or purports to own, free and clear of all Liens created by, through or under the Company and its Subsidiaries, other than Permitted Liens.

(b) Except as disclosed in Schedule 3.1(22)(b) of the Company Disclosure Letter, to the knowledge of the Company, there are not any material defects, failures or impairments in the title of the Company's or its Subsidiaries' respective material Company Assets other than any Permitted Liens. Neither the Company, nor any

of its Subsidiaries is a party to any Contract to sell, transfer or otherwise dispose of any material interest in the Company Assets.

(c) Except as disclosed in Schedule 3.1(22)(c) of the Company Disclosure Letter, to the knowledge of the Company, none of the Company or its Subsidiaries has, since January 1, 2016, received any written notice that any of the Company Assets or the buildings and/or fixtures thereon, nor their use, operation or maintenance for the purpose of carrying on the business of the Company and its Subsidiaries in the Ordinary Course violates any restrictive covenant binding upon the Company or its Subsidiaries or any provision of any Law.

(d) The Real Property Leases are valid, binding and in full force and effect in accordance with their terms (subject to bankruptcy, insolvency and other Laws affecting creditors' rights generally, and to general principles of equity). There is not under any Real Property Lease (i) any material default by the Company or any of its Subsidiaries, or any event of default or event which with notice or lapse of time, or both, would constitute a material default by the Company or any of its Subsidiaries or (ii) to the knowledge of the Company, any existing material default by any other party to any Real Property Lease, or any event of default or event which with notice or lapse of time, or both, would constitute a material default by any other party to any Real Property Lease.

23. **Intellectual Property**. Except as disclosed in Schedule 3.1(23) of the Company Disclosure Letter: (a) the Company and its Subsidiaries own all right, title and interest in and to, or have validly licensed (and are not in material breach of such licenses), all Intellectual Property and IT Assets that are material to the conduct of the business, as presently conducted, of the Company and its Subsidiaries; (b) all such Intellectual Property or IT Assets that are owned, leased, licensed, used or held for use by to the Company and its Subsidiaries are sufficient, in all material respects, for conducting the business, as presently conducted, of the Company and its Subsidiaries; (c) the Company and its Subsidiaries own all right, title and interest in and to the Intellectual Property set out in Schedule 3.1(23) and all such Intellectual Property is unexpired and in good standing; (d) all Intellectual Property owned or licensed by the Company and its Subsidiaries are valid and enforceable (in respect of Intellectual Property licensed by the Company and its Subsidiaries, to the knowledge of the Company); (e) the products and services and the carrying on of the business of the Company and its Subsidiaries (including pursuant to the transactions contemplated by this Agreement) and the use by the Company and its Subsidiaries of any of the Intellectual Property or Software owned by or licensed to them did not and do not breach, violate, infringe or interfere with any Intellectual Property or other rights of any other Person (in respect of use of Intellectual Property licensed by the Company and its Subsidiaries, to the knowledge of the Company); (f) to the knowledge of the Company, no third party is breaching, violating, infringing upon or interfering with the Intellectual Property owned or licensed by the Company or any of its Subsidiaries; and (g) the Company and its Subsidiaries own or have validly licensed or leased (and are not in material breach of such licenses or leases) all IT Assets (including Software). Neither the Company nor any of its Subsidiaries has licensed others to use any material Intellectual Property or IT Assets, other than on a non-exclusive basis and in the Ordinary Course. A true, complete and accurate list of the material Intellectual Property owned or licensed by the Company is set out in Schedule 3.1(23) of the Company Disclosure Letter.

24. **Data Privacy and Cybersecurity.** The Company and its Subsidiaries have established and implemented policies, programs, and procedures that are commercially reasonable to protect the confidentiality, integrity, and/or availability of the trade secrets and other information in their possession, custody, or control, and of their Software, IT Assets, products and services. Upon the Closing, the Purchaser will continue to have the right to use personal information on identical terms and conditions as the Company and its Subsidiaries enjoyed immediately prior to the Closing. Except as would not reasonably be expected to have a Material Adverse Effect either individually or in the aggregate, (i) there has been no loss, damage, or unauthorized access, disclosure, transfer or use of any personal information, trade secret, or otherwise protected business information in the possession, custody, or control of the Company or any Subsidiary, or maintained or processed on any of their behalf; and, (ii) there have been no material outages or breaches of, and to their knowledge there are no bugs, defects, backdoors, or malicious code in, any Software, IT Assets, product, or service owned, sold, licensed or used by the Company or any Subsidiary. Neither the Company nor any of its Subsidiaries has notified in writing, or been required to notify in writing, any Person of any personal data or network security-related incident, nor has the Company or any of its Subsidiaries received any notice of any claims, investigations, or alleged violations of Law with respect to data security, personal data rights or privacy.

25. **Restrictions on Conduct of Business**. Except as disclosed in Schedule 3.1(25) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries, is a party to or bound by any non-competition agreement, any non-solicitation agreement, or any other agreement, obligation, judgment, injunction, order or decree which purports to: (a) limit in any material respect the manner or the localities in which all or any portion of the business of the Company or any of its Subsidiaries are conducted; or (b) limit any business practice of the Company or any of its Subsidiaries in any material respect.

26. **Litigation**. Except as disclosed in Schedule 3.1(26) of the Company Disclosure Letter and any inquiry, investigation or proceeding solely related to satisfying or obtaining the Regulatory Approvals, there are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of the Company threatened, against the Company or any of its Subsidiaries, or affecting any of their respective properties or assets that if determined adverse to the interests of the Company or its Subsidiaries, would have, individually or on the aggregate, a Material Adverse Effect or would be reasonably expected to prevent or delay the completion of the Arrangement or the transactions contemplated hereby, nor, to the knowledge of the Company, are there any events or circumstances which would reasonably be expected to give rise to any such claim, action, suit, arbitration, inquiry, investigation or proceeding. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of the Company, threatened against or relating to the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries, nor any of their respective properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that would have or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect or that would or would be reasonably expected to prevent or delay the completion of the Arrangement or the transactions contemplated hereby.

27. **Environmental Matters**. Except as set forth in Schedule 3.1(27) of the Company Disclosure Letter:

(a) the Company and each of its Subsidiaries is, and since January 1, 2015 has been, in compliance, in all material respects, with all Environmental Laws;

(b) except as would not have, individually or in the aggregate, a Material Adverse Effect, none of the Company or any of its Subsidiaries have Released, and, to the knowledge of the Company, no other Person has Released, any Hazardous Substances on, at, in, under or from any real property currently owned or leased by the Company or its Subsidiaries or, to the Company's knowledge, real property previously owned or leased by the Company or any of its Subsidiaries;

(c) there are no pending claims or, to the knowledge of the Company, threatened claims, against the Company or any of its Subsidiaries, arising out of any Environmental Laws;

(d) the Company is not aware of, nor has it received: (i) any order or directive from a Governmental Entity which relates to environmental matters that would, individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect; or (ii) any written regulatory demand or notice with respect to the material breach of any Environmental Law applicable to the Company or any of its Subsidiaries or the Company Assets;

(e) the Company and its Subsidiaries are in possession of, and in compliance with, all material Authorizations required by Environmental Laws to own, lease, develop and operate the Company Assets and to conduct their respective businesses, as now conducted; and

(f) the Company has made available to the Purchaser copies of all material environmental reports relating to the currently and formerly owned and leased real property that are within the possession or control of the Company or any of its Subsidiaries.

Notwithstanding any provision in this Agreement to the contrary, this paragraph (27) of Schedule "C" contains the exclusive representations and warranties in respect of Environmental Laws, Hazardous Substances or any other environmental matters or conditions, liabilities or losses relating to Environmental Laws, Hazardous Substances or any other environmental matters.

28. **Employees.**

(a) All written employment agreements of Senior Management been made available in the Data Room and such agreements are listed in Schedule 3.1(28)(a) of the Company Disclosure Letter.

(b) Schedule 3.1(28)(b) of the Company Disclosure Letter contains a complete list of Company Employees including their:

(i) Employee number;

(ii) Whether they are employed by the Company or a Subsidiary (and if employed by a Subsidiary, the specific Subsidiary with which they are employed);

(iii) Position/title, classification or job band;

(iv) Employment status (e.g. full-time, part-time, temporary, casual, seasonal, co-op student, non-union, unionized (and if unionized, the specific Collective Agreement which governs their employment);

(v) Total annual remuneration, including a breakdown of hourly rate or pay or salary, entitlements under any Employee Plans, etc.;

(vi) Regular or standard hours of work per day and per week and whether exempt or non-exempt;

(vii) Annual vacation entitlement and number of vacation days accrued and unused; and

(viii) Original hire date or seniority date.

(c) The Company and its Subsidiaries are in material compliance with all terms and conditions of all Law respecting employment, including pay equity, employment equity, employment standards, labour, human rights, privacy, workers' compensation and occupational health and safety, and there are no material pending or outstanding contractual, statutory, civil law and/or common law claims, demands, actions, applications, complaints, investigations, proceedings or orders under any such Law and to the knowledge of the Company there is no basis for such claims other than as disclosed in Schedule 3.1(28)(c) of the Company Disclosure Letter.

(d) All amounts due or accrued for all salary, wages, bonuses, commissions and benefits under Employee Plans, taxes, deductions and remittances and/or other similar accruals have either been paid or properly accrued and are accurately reflected in the books and/or records of the Company or the applicable Subsidiary.

(e) Except as disclosed under the agreements in Schedule 3.1(28)(e) of the Company Disclosure Letter, neither the execution and delivery of this Agreement, shareholder or other approval of this Agreement nor the consummation of the transactions contemplated by this Agreement, could, either alone or in combination with another event, (i) entitle any employee, director, officer or independent contractor of the Company or any of its Subsidiaries to severance pay or any material increase in severance pay, (ii) accelerate the time of payment or vesting, or materially increase the amount of compensation due to any such employee, director, officer or independent contractor, (iii) directly or indirectly cause the Company or any of its Subsidiaries to transfer or set aside any assets to fund any material benefits under any Employee Plan, (iv) otherwise give rise to any material liability under any Employee Plan, (v) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Employee Plan on or following the Effective Time, (vi) require a "gross-up," indemnification for, or payment to any individual for any taxes imposed under Section 409A or Section 4999 of the Internal Revenue Code of 1986, as amended (the "**Code**") or any other tax, or (vii) result in the payment of any amount that could, individually or in combination with any other such payment,

constitute an "excess parachute payment" as defined in Section 280G(b)(1) of the Code.

(f) Except as disclosed in Schedule 3.1(28)(f) of the Company Disclosure Letter, to the knowledge of the Company, neither the Company nor any of its Subsidiaries is subject to any material claim for wrongful dismissal, constructive dismissal or any other material claim, complaint or litigation relating to employment, discrimination or termination of employment of any current or former Company Employee or relating to any failure to hire a candidate for employment.

(g) The Company and its Subsidiaries are each properly registered with the applicable workplace safety and insurance board or workers' compensation board, as applicable. To the knowledge of the Company, there are no material outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation or plan.

(h) Except as disclosed in Schedule 3.1(28)(h) of the Company Disclosure Letter, there are no material charges pending with respect to the Company or any of its Subsidiaries under applicable occupational health and safety legislation ("**OHSL**"). The Company and each of its Subsidiaries have complied in all material respects with the material terms and conditions of OHSL, as well as any orders issued under OHSL and there are no appeals of any material orders under OHSL currently outstanding.

29. **Collective Agreements.**

(a) Except as disclosed in Schedule 3.1(29)(a) of the Company Disclosure Letter, other than the Collective Agreements: neither the Company nor any of its Subsidiaries is a party to or otherwise bound by any Collective Agreements or engaged in any negotiations with respect to any collective bargaining or union agreement and no trade union, council of trade union, employee bargaining agency, works council or affiliated bargaining agent:

(i) holds bargaining rights with respect to any Company Employees or any other Person(s) who perform work or services in connection with the Company and/or any of its Subsidiaries by way of statute, certification, interim certification, voluntary recognition, designation or successor rights; or

(ii) has applied to be certified as the bargaining agent of any Employees or any other Person(s) who perform work or services in connection with the Company and/or any of its Subsidiaries.

(b) There are no actual or, to the knowledge of the Company, threatened or pending application for certification or bargaining rights or letter of understanding, with respect to any current or former Company Employee.

(c) Except as disclosed in Schedule 3.1(29)(c) of the Company Disclosure Letter, the Company and its Subsidiaries are in material compliance with the Collective

Agreements and there are no material grievances or arbitration proceedings under the Collective Agreements.

(d) There is no labour strike, dispute, lock-out, work slowdown or stoppage, picketing, boycotts or similar activities, pending or involving or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, and, except as disclosed in Schedule 3.1(29)(d) of the Company Disclosure Letter, no such event has occurred within the last two years.

(e) Except as disclosed in Schedule 3.1(29)(e) of the Company Disclosure Letter, there are no pending or, to the knowledge of the Company, threatened applications by any trade union to have the Company or any of its Subsidiaries declared a related, successor, and/or common employer pursuant to applicable Law in any jurisdiction in which the Company or any of its Subsidiaries carries on business.

(f) Except as disclosed in Schedule 3.1(29)(f) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has engaged in any unfair labour practice and there are no actual, threatened or pending unfair labour practice complaints, charges or similar disputes or proceedings pertaining to the Company or any of its Subsidiaries.

30. **Employee Plans.**

(a) Schedule 3.1(30)(a) of the Company Disclosure Letter lists all material Employee Plans. The Company has disclosed in the Data Room true, correct and complete copies of all such Employee Plans as amended, together with all related material documentation in respect of each Employee Plan, including funding, trust and investment management agreements, insurance contracts, service agreements, award agreements, summary plan descriptions, consultants' reports, actuarial reports, valuations, annual information returns, financial statements and asset statements and material correspondence with any Governmental Entity, for each of at least the last three years.

(b) Each material Employee Plan is and has been established, registered, amended, qualified, invested, funded and, in all material respects, administered in accordance with Law, including but not limited to ERISA and the Code, and in accordance with their terms. No fact or circumstance exists which could adversely affect the registered status of any such material Employee Plan.

(c) All reports, filings, disclosures or notices required to have been filed, delivered or issued and all contributions, premiums or taxes required to be withheld, paid or remitted, by the Company or any of its Subsidiaries as the case may be in respect of each Employee Plan, have been made in a timely fashion in accordance with the terms of such Employee Plan and all applicable Laws.

(d) No Employee Plan is subject to any investigation, examination or other proceeding, action or claim initiated by any Governmental Entity, or by any other party (other than routine claims for benefits) and, to the knowledge of the Company, there exists no state of facts which after notice or lapse of time or both would reasonably be expected to give rise to any such investigation, examination

or other proceeding, action or claim or to affect the registration or qualification of any Employee Plan required to be registered or qualified.

(e) All data necessary to administer each Employee Plan is in the possession of the Company or its Subsidiaries and is in a form which is sufficient for the proper administration of such Employee Plan in accordance with its terms and all applicable Laws and such data is complete and correct.

(f) Except as contemplated by Article 2 of the Agreement, neither the execution, deliver, nor consummation of the transactions contemplated by this Agreement (alone or in conjunction with any other event) will accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefits under any material Employee Plan.

(g) No Employee Plan is a multi-employer pension plan as defined in subsection 1(3) of the PBA or under a similar provision of any other applicable pension standards legislation.

(h) No Employee Plan is or has at any time been covered by Title IV of ERISA or subject to Section 412 of the Code or Section 302 of ERISA, and neither the Company, any of its Subsidiaries nor any ERISA Affiliate has ever maintained, established, participated in or contributed to, or is or has been obligated to contribute to, or has otherwise incurred any obligation or liability (including any contingent liability) under, any Multiemployer Plan (as described in Section 3(37) of ERISA). For purposes of this section, "ERISA Affiliate" shall mean any employer (whether or not incorporated) that would be treated together with the Company or any of its Subsidiaries as a single employer within the meaning of Section 414 of the Code.

(i) Except as disclosed in Schedule 3.1(30) and except as required by Law, no Employee Plan provides for retiree or post-employment medical, disability, life insurance or other welfare benefits to any Person, and none of the Company or any of its Subsidiaries has any obligation to provide such benefits.

31. **Franchise Matters.**

(a) The Company has made available to Purchaser and/or Parent in the Data Room true and complete copies of all Franchise Agreements.

(b) All funds administered by or paid to the Company or any of its Subsidiaries by or on behalf of one or more Company franchises, including funds that Company franchises contributed for advertising and promotion and rebates and other payments made by suppliers and other third parties on account of Company franchises' purchases from those suppliers and third parties, have been administered and spent in accordance in all material respects with the applicable Law and Franchise Agreements. To the Knowledge of the Company, there are no claims that any of the expenditures from any such funds have been improperly collected, accounted for, maintained, used or applied.

(c) No franchisee has been granted protected or exclusive territory rights, a designated area, or an option, right of first refusal or other arrangement regarding

additional territory rights, except as set forth in the Franchise Agreements. No franchisee's protected or exclusive territory rights or designated area are violated in any way by another franchisee's protected or exclusive territory rights or designated area.

32. **Insurance.**

(a) The Company and each of its Subsidiaries is, and has been continuously since January 1, 2016, insured by reputable third party insurers with reasonable and prudent policies appropriate and customary for the size and nature of the business of the Company, its Subsidiaries and their respective assets.

(b) Except as disclosed in Schedule 3.1(32)(b) of the Company Disclosure Letter, each material insurance policy currently in effect that insures the physical properties, business, operations and assets of the Company and its Subsidiaries, is valid and binding and in full force and effect and there is no material claim pending under any such policies as to which coverage has been questioned, denied or disputed. Except as disclosed in Schedule 3.1(32)(b) of the Company Disclosure Letter, there is no material claim pending under any insurance policy of the Company or of any of its Subsidiaries that has been denied, rejected, questioned or disputed by any insurer or as to which any insurer has made any reservation of rights or refused to cover all or any material portion of such claims. All material proceedings covered by any insurance policy of the Company or of any of its Subsidiaries, have been properly reported to and accepted by the applicable insurer.

33. **Taxes.**

(a) Except as disclosed in Schedule 3.1(33)(a) of the Company Disclosure Letter, the Company and each of its Subsidiaries has duly and timely filed all Tax Returns required to be filed by them prior to the date hereof and all such Tax Returns are complete and correct in all material respects.

(b) Except as disclosed in Schedule 3.1(33)(b) of the Company Disclosure Letter, the Company and each of its Subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, and all other Taxes due and payable by them on or before the date hereof, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Company in accordance with IFRS. The Company and its Subsidiaries have provided adequate accruals in accordance with IFRS in the most recently published consolidated financial statements of the Company for any Taxes of the Company and each of its Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Except as disclosed in Schedule 3.1(33)(b) of the Company Disclosure Letter, since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course.

(c) Except as disclosed in Schedule 3.1(33)(c) of the Company Disclosure Letter, no material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of the Company or any of its Subsidiaries, and neither the Company, nor any of its Subsidiaries, is a party to any material action or proceeding for assessment or collection of Taxes and no such event has been asserted or threatened in writing against the Company or any of its Subsidiaries, or any of their respective assets.

(d) No claim has been made by any Governmental Entity in a jurisdiction where the Company and any of its Subsidiaries does not file Tax Returns that the Company, or any of its Subsidiaries, is or may be subject to material Tax by that jurisdiction.

(e) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the assets of the Company or any of its Subsidiaries.

(f) Except as disclosed in Schedule 3.1(33)(f) of the Company Disclosure Letter, each of the Company and its Subsidiaries has withheld, deducted or collected all material amounts required to be withheld, deducted or collected by it on account of Taxes, has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so, and complied in all material respects with all applicable Laws relating to reporting of such Taxes.

(g) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any material claim for, or the period for the collection or assessment or reassessment of Taxes due from the Company or any of its Subsidiaries, for any taxable period and no request for any such waiver or extension is currently pending.

(h) The Company and each of its Subsidiaries has made available to the Purchaser true, correct and complete copies of all material Tax Returns, examination reports and statements of deficiencies for taxable periods, or transactions completed, for which the applicable statutory periods of limitations have not expired.

(i) None of the Company or any of its Subsidiaries is a party to or bound by (A) any agreement with a taxing authority or (B) any obligation under any Tax sharing, Tax allocation, Tax indemnity or similar agreement or arrangement (other than a customary commercial agreement not primarily related to Taxes), or (C) any agreement (other than a customary commercial agreement not primarily related to Taxes) under which the Company or any of its Subsidiaries could be (1) liable for any material Taxes or other claims of any party or (2) required to make payments with respect to any Tax benefits (whether actual Tax benefits or deemed Tax benefits) or Tax assets, including transaction tax benefits arising from a prior transaction.

34. **Bankruptcy and Insolvency.** None of the Company or any of its Subsidiaries has made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof nor has any petition for a receiving order been presented in respect of it. None of the Company or any of its Subsidiaries has initiated any Legal Proceedings with respect to a compromise or arrangement with its creditors or for its winding up,

liquidation or dissolution and, to the knowledge of the Company, no such Legal Proceedings have been threatened by any other Person. No receiver has been appointed in respect of the Company or any of its Subsidiaries or any of their respective property or assets and no execution or distress has been levied upon any of their respective property or assets and, to the knowledge of the Company, no such Legal Proceedings have been threatened by any other Person.

35. **Opinion of Financial Advisor**. The Special Committee and the Board have received the Fairness Opinion and such Fairness Opinion has not been withdrawn or modified as of the date of this Agreement.

36. **Brokers**. Except for the engagement letter between the Company and the Financial Advisor and the fees payable under or in connection with such engagement, no investment banker, broker, finder, financial adviser or other intermediary has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries or is entitled to any fee, commission or other payment from the Company or any of its Subsidiaries in connection with this Agreement or any other transaction contemplated by this Agreement. In Schedule 3.1(36) of the Company Disclosure Letter, the Company has disclosed to the Purchaser all fees, commissions or other payments that may be payable to the Financial Advisors in connection with this Agreement or any other transaction contemplated by this Agreement.

37. **Special Committee and Board Approval.**

    (a) The Special Committee, after consultation with its financial and legal advisors, has unanimously recommended that the Board approve the Arrangement and that the Company Shareholders vote in favour of the Arrangement Resolution.

    (b) The Board, acting on the unanimous recommendation in favour of the Arrangement by the Special Committee and after consultation with the financial and legal advisors, has unanimously: (i) determined that the Consideration to be received by the Company Shareholders pursuant to the Arrangement and this Agreement is fair to such holders and that the Arrangement is in the best interests of the Company; (ii) resolved to unanimously recommend that the Company Shareholders vote in favour of the Arrangement Resolution; and (iii) authorized the entering into of this Agreement and the performance by the Company of its obligations under this Agreement, and no action has been taken to amend, or supersede such determinations, resolutions, or authorizations.

38. **Anti-Bribery and Corruption.** None of the Company nor any of its Subsidiaries, nor any of their respective directors and officers nor, to the knowledge of the Company, any of their respective employees, agents or representatives, have directly or indirectly, (i) offered, promised, made or authorized, or agreed to offer, promise, make or authorize, any contribution, expense, payment or gift of funds, property or anything else of value to or for the use or benefit of any Government Official for the purpose of securing action or inaction or a decision of a Governmental Entity or a Government Official, influence over such action, inaction or decision, or any improper advantage; or (ii) taken any action which is or would be otherwise inconsistent with or prohibited by the *Corruption of Foreign Public Officials Act* (Canada) or the *Criminal Code* (Canada) if applicable, or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company or any

of its Subsidiaries (collectively, "**Anti-Corruption Laws**"). The operations of the Company and its Subsidiaries have been conducted at all times in compliance with Anti-Corruption Laws and over the past 6 years there has been no suit, action, investigation (including any internal investigation), inquiry, litigation or proceeding by or before any Governmental Entity, customer, business partner or any arbitrator involving the Company or any of its Subsidiaries or any of their directors, officers, employees, agents or representatives with respect to Anti-Corruption Laws, and there are no circumstances likely to lead or give rise to any such suit, action, investigation, inquiry, litigation or proceeding. The Company and its Subsidiaries are not ineligible nor considered by any Governmental Entity to be ineligible, to tender for any contract or business with, or be awarded any contract or business by, such Governmental Entity, or to tender for or perform any sub-contracting work under a contract with such Governmental Entity. The Company's policies, training and controls relating to Anti-Corruption Laws are consistent with industry practice for the industry in which the Company operates.

39. **Economic Sanctions and Export Controls.** Each of the Company, its Subsidiaries, and their respective directors and officers, and, to the knowledge of the Company, the employees, agents and representatives of the Company and its Subsidiaries are, and for the past six (6) years have been, in compliance with economic sanctions, anti-terrorism, customs and export and technology transfer control laws, including the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act*, the *Criminal Code* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Foreign Extraterritorial Measures Act*, the *Export and Import Permits Act* (Canada), the *Defence Production Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* and the *Customs Act* (Canada), as well as any sanctions or export controls administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce, and Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the USA PATRIOT Act of 2001, the Trading with the Enemy Act (12 U.S.C. §95), the International Emergency Economic Powers Act (50 U.S.C. §§1701-1707), and all other applicable U.S. economic sanctions, anti-terrorism, customs and export and technology transfer control Laws, including any regulations or orders issued under the foregoing, and similar applicable economic sanctions, anti-terrorism, customs and export and technology transfer control laws of other jurisdictions (collectively, "**Trade Control Laws**"). Each of the Company and its Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance with such legislation, including those for the detection, prevention and reporting of violations. The operations of each of the Company and its Subsidiaries have been conducted at all times in compliance with Trade Control Laws and over the past six (6) years there has been no suit, action, investigation (including any internal investigation), inquiry, litigation or proceeding by or before any Governmental Entity, customer, business partner or any arbitrator involving each of the Company or any of its Subsidiaries or any of their respective directors, officers, employees, agents or representatives with respect to Trade Control Laws or pending or threatened, and there are no circumstances likely to lead or give rise to any such suit, action, investigation, inquiry, litigation or proceeding.

40. **Product Liability Claims.** Except as disclosed in Schedule 3.1(40) of the Company Disclosure Letter, as of the date hereof there have been no (a) product recalls relating to the Rental Assets, (b) product liability or other claims or proceedings relating to the Rental Assets, or (c) claims or proceedings based on breach of warranty, breach of

Contract or negligence in respect of any defect in, or services provided in respect of, any Rental Asset, or are any such recalls or claims or proceedings pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries and, to the knowledge of the Company, there are no facts in existence which could give rise to any such recalls or claims or proceedings, in each case, except as would not have, individually or in the aggregate, a Material Adverse Effect.

41. **Product Warranties**. Other than the servicing and other obligations of the Company or any of its Subsidiaries under the Rental Contracts and Sub-meter Contracts, as applicable, and except for warranties under applicable Law, neither the Company nor any of its Subsidiaries has given any warranty in connection with the services provided by the Company or any of its Subsidiaries (or on behalf thereof) relating to the Rental Assets provided, serviced and/or installed by the Company or its Subsidiaries (or on behalf thereof).

SCHEDULE D
PURCHASER REPRESENTATIONS AND WARRANTIES

1. **Organization and Qualification.** The Purchaser is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted.

2. **Corporate Authorization**. Subject to Section 2.13, the Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the completion of the Arrangement and the other transactions contemplated hereby.

3. **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

4. **Governmental Authorization**. The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion by the Purchaser of the Arrangement and the transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Purchaser other than: (a) the Interim Order and any approvals required by the Interim Order; (b) the Final Order; (c) filings with the Director under the CBCA; (d) the Key Regulatory Approvals and any other Regulatory Approval identified in accordance with this Agreement; (e) compliance with any applicable Securities Laws as well as the rules and policies of the TSX and (f) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, materially impede the ability of the Purchaser to complete the Arrangement and the transactions contemplated hereby.

5. **Investment Canada Act**. The Purchaser is not a non-Canadian for the purposes of the Investment Canada Act.

6. **Non-Contravention**. The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the Arrangement and the transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

   (a) contravene, conflict with, or result in any violation or breach of the Constating Documents of the Purchaser; or

   (b) assuming compliance with the matters referred to in Paragraph 4 above, contravene, conflict with or result in a violation or breach of any Law applicable to

the Purchaser or any of its properties or assets except as would not, individually or in the aggregate, materially impede the ability of the Purchaser to complete the Arrangement and the transactions contemplated hereby.

7. **Litigation**. There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of the Purchaser threatened, against the Purchaser before any Governmental Entity nor is the Purchaser subject to any outstanding judgement, order, writ, injunction or decree that, either individually or in the aggregate, is reasonably likely to prevent or materially delay the completion of the Arrangement or the transactions contemplated hereby.

8. **Financing Arrangements**.

(a) A true, correct and complete copy of the Equity Commitment Letter has been provided to the Company. The Equity Commitment Letter is valid and in full force and effect, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction. The obligations of the Equity Financing Sources to fund the commitments under the Equity Commitment Letter are not subject to any conditions precedent or other contingencies related to the funding of the full amount of the Equity Financing, other than as expressly set forth in the Equity Commitment Letter. There are no side letters or agreements to which the Purchaser or any of its affiliates is a party related to the funding or investing, as applicable, of the Equity Financing that could reasonably be expected to adversely affect the availability of the Equity Financing other than as expressly set forth in the Equity Commitment Letter delivered to the Company on or prior to the date of this Agreement. The Purchaser has fully paid or caused to be paid any and all commitment fees or other fees required by the Equity Commitment Letter to be paid as of the date of this Agreement, and will pay when due all such amounts due on or prior to the Effective Time.

(b) As of the date hereof, the commitments set forth in the Equity Commitment Letter have not been withdrawn, terminated or rescinded in any respect. Assuming that the Company complies with its obligations under this Agreement, the Purchaser, after due inquiry, does not have any reason to believe: (i) that any of the conditions to the Equity Financing will not be satisfied in a timely manner or that the Equity Financing will not be available on the Effective Date; or (ii) that the Purchaser will not have funds otherwise available prior to the Effective Time sufficient to satisfy the Purchaser's obligations under this Agreement.

(c) Provided that the Company complies with its obligations under Section 4.13 and assuming that the financing contemplated in the Equity Commitment Letter is funded, the net proceeds contemplated by the Equity Commitment Letter will in the aggregate be sufficient for the Purchaser to pay the aggregate Consideration to be paid by the Purchaser pursuant to the Arrangement and any other amounts required to be paid by the Purchaser under this Agreement in connection with the consummation of the transactions contemplated by this Agreement and to pay all related fees and expenses.

9. **Limited Guarantee.** Concurrently with the execution of this Agreement, the Purchaser has delivered to the Company the duly executed Limited Guarantee. The Limited Guarantee is in full force and effect and constitutes a legal, valid and binding obligation of the Guarantors enforceable against the Guarantors in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction. No event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of any Guarantor under the Limited Guarantee.

10. **Security Ownership**. Neither the Purchaser, nor any of its affiliates or any Person acting jointly or in concert with the Purchaser, beneficially owns or exercises control or direction over any securities of the Company.

11. **Ownership of the Purchaser**. The Purchaser is, directly or indirectly, owned or controlled by the Sponsor.

SCHEDULE E
KEY REGULATORY APPROVALS

Competition Act Approval
HSR Approval

SCHEDULE F
TERMS OF EXCHANGEABLE LP UNITS

Please see attached.

Proposed Terms of Exchangeable LP Units

General:	Exchange LP will be a newly formed limited partnership formed pursuant to the laws of Ontario. The capital of Exchange LP is as follows: (i) general partnership units; (ii) limited partnership units ("**LP Units**"); and (iii) exchangeable limited partnership units ("**Exchangeable LP Units**"). An indirect newly formed subsidiary of Brookfield Infrastructure Partners L.P. ("**BIP**") will be general partner ("**GP**") and another indirect subsidiary ("**LP Co**") will be limited partner. The GP and LP Co will at all times be residents of Canada for the purposes of the *Income Tax Act* (Canada).
Eligible Holders:	Exchangeable LP Units will be issued to Canadian resident taxpayers who are not exempt from tax.
Ranking:	Exchangeable LP Units will rank senior to LP Units with respect to the payment of distributions and the distribution of assets in the event of the liquidation, dissolution or winding up of Exchange LP, whether voluntary or involuntary, or any distribution of the assets of Exchange LP among its holders for purposes of winding up its affairs.
Exchange:	Exchangeable LP Units are exchangeable at any time on a one-for-one basis, at the option of the holder, by retracting such units which will be repurchased by the Exchange LP in exchange for LP units of BIP ("**BIP Units**").
Voting Rights:	Exchangeable LP Unit holders do not have a right to vote in respect of Exchange LP. The LP Units (held by LP Co) have 100% of the voting rights of limited partners of Exchange LP. BIP Units are also non-voting except in limited circumstances.
Transferability:	Exchangeable LP Units cannot be transferred, except upon the death of a holder, and will not be listed on any stock exchange.
Distributions:	Distributions on the Exchangeable LP Units to be made at the same time and in the same amount as distributions on the BIP Units.
Liquidation Rights:	Subject to applicable law and the exercise by BIP (directly or through an affiliate) of its Liquidation Call Right (see below), in the event of the liquidation, dissolution or winding up of Exchange LP or any other

distribution of its assets among its holders for the purpose of winding up its affairs, holders of Exchangeable LP Units shall be entitled to receive from the assets of Exchange LP a liquidation payment that will be satisfied by issuance of one BIP Unit plus the amount, if any, of any distribution on a BIP Unit that has not yet been paid on the Exchangeable LP Units ("**distribution amount**") for each outstanding Exchangeable LP Unit. This liquidation amount will be paid to the holders of Exchangeable LP Units before any distribution of assets of Exchange LP is made to other holders of Exchange LP.

Redemption Right: Subject to applicable law and the below call rights, Exchange LP will have the right, commencing on the 7th anniversary of closing, to redeem all of the then outstanding Exchangeable LP Units for a redemption amount equal to the value of one BIP Unit for each outstanding Exchangeable LP Unit plus the distribution amount, if any. The redemption amount is satisfied by delivering to the holder of Exchangeable LP Units one BIP Unit for each Exchangeable LP Unit redeemed plus the distribution amount, if any. The redemption date may be accelerated if one of the conditions described below is met.

The board of directors of Exchange LP may accelerate the redemption date in the event that:

(i) fewer than 5% of the total number of Exchangeable LP Units issued at closing (other than those held by BIP and its subsidiaries) are outstanding;

(ii) a person acquires 90% of the BIP Units in a take-over bid;

(iii) unitholders of BIP approve an acquisition of BIP by way of arrangement or amalgamation;

(iv) unitholders of BIP approve a liquidation of BIP;

(v) a sale of all or substantially all of the assets of BIP; and

(vi) any amendment to the Canadian Tax Act and other applicable provincial income tax laws that permits holders of Exchangeable LP Units who: (a) are resident in Canada; (b) hold their Exchangeable LP Units as capital property; and (c) deal at arm's length with BIP, to exchange their Exchangeable LP Units without requiring such holders to recognize any gain or loss or any actual or deemed dividend in respect of such exchange for the purposes of the Canadian Tax Act or applicable provincial income tax laws.

Call Rights: BIP or a subsidiary of BIP will have certain overriding rights to acquire Exchangeable LP Units from the holders.

Retraction Call Right

BIP has an overriding right to acquire all but not less than all of the Exchangeable LP Units that a holder of Exchangeable LP Units requests Exchange LP to redeem on the retraction date. The purchase price under such call right is satisfied by delivering to the holder of Exchangeable LP Units one BIP Unit for each Exchangeable LP Unit purchased plus the distribution amount, if any.

Redemption Call Right

BIP has an overriding right, notwithstanding any proposed redemption of the Exchangeable LP Units by Exchange LP, to acquire all but not less than all of the Exchangeable LP Units then outstanding. The purchase price under such call right is satisfied by delivering to the holder one BIP Unit for each Exchangeable LP Unit purchased plus the distribution amount, if any.

Liquidation Call Right

BIP has an overriding right, in the event of and notwithstanding a proposed liquidation, dissolution or winding up of Exchange LP, to acquire all but not less than all of the Exchangeable LP Units then outstanding. The purchase price under such call right is satisfied by delivering to the holder of Exchangeable LP Units one BIP Unit for each Exchangeable LP Unit purchased plus the distribution amount, if any. Upon the exercise by BIP of such call right, the holders will be obligated to transfer their Exchangeable LP Units to BIP for the purchase price. The acquisition by BIP of all of the outstanding Exchangeable LP Units upon the exercise of such call right will occur on the effective date of the voluntary or involuntary liquidation, dissolution or winding up of Exchange LP.

Such rights may be exercised by BIP directly or through an affiliate.

Automatic Exchange Upon Liquidation of BIP:

In the event of the liquidation, dissolution or winding up of BIP or any other distribution of its assets among its holders for the purpose of winding up its affairs, all of the then outstanding Exchangeable LP Units will be automatically exchanged for BIP Units. To effect an automatic exchange, BIP will purchase all of the Exchangeable LP Units from the holders on the effective date of a liquidation. The purchase price payable for each Exchangeable LP Unit purchased upon liquidation will be satisfied by the issuance of one BIP Unit plus the distribution amount, if any.

Reporting Issuer Obligations:

Exchange LP will apply to Canadian securities regulators for exemptive relief from reporting issuer obligations. The relief will allow Exchange LP

to satisfy its disclosure obligations by providing all disclosure materials distributed to holders of BIP Units to holders of Exchangeable LP Units.

The Exchange LP Units will not be listed on a stock exchange or other public market.

Agreements: *Exchange LP Agreement* - Exchange LP Agreement will set out the rights of the holders of the Exchangeable LP Units.

Fiscal Year-End: The fiscal year-end of Exchange LP is December 31.

APPENDIX E

PLAN OF ARRANGEMENT

(SEE ATTACHED)

PLAN OF ARRANGEMENT
PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Applicable Offeror**" means

(a) Exchange LP for any Electing Canadian Shareholder; and

(b) The Purchaser for any Shareholder not described in paragraph (a).

"**Arrangement**" means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of August 1, 2018 among the Purchaser and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders entitled to vote thereon pursuant to the Interim Order.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"**BIP**" means Brookfield Infrastructure Partners L.P.

"**BIP Units**" means tradeable non-voting limited partnership units of BIP.

"**Canadian Shareholder**" means a Shareholder who, for purposes of the Tax Act and, at all relevant times, is or is deemed to be resident in Canada and is not exempt from tax under the Tax Act or, in the case of a Shareholder that is a partnership, a Shareholder that is a "**Canadian partnership**" as defined in the Tax Act.

"**Cash Consideration**" means $29.00 in cash for each Common Share.

"**CBCA**" means the *Canada Business Corporations Act*.

"**Certificate of Arrangement**" means the certificate of arrangement issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"**Common Shares**" means the common shares in the capital of the Company.

"**Company**" means Enercare Inc., a corporation incorporated under the laws of Canada.

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of January 1, 2011, as amended and restated effective March 11, 2011, June 1, 2011, December 31, 2015, March 6, 2017, and subsequently on March 5, 2018.

"**Company DSUs**" means the outstanding deferred share units issued pursuant to the Company DSU Plan.

"**Company Equity Awards**" means the Company Options, Company DSUs, COO PSUs and Company PSUs issued pursuant to the Company Stock Option Plans, the Company DSU Plan, or the Company PSU Plan, as applicable.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

"**Company Optionholders**" means the holders of Company Options.

"**Company Options**" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plans.

"**Company PSU Plan**" means the performance share unit plan established by the Company on January 1, 2011, as amended and restated on June 1, 2011 and subsequently amended and restated effective March 16, 2015.

"**Company PSUs**" means the outstanding performance share units issued pursuant to the Company PSU Plan, other than the COO PSUs.

"**Company Shareholders**" or "**Shareholder**" means the registered or beneficial holders of Common Shares, as the context requires.

"**Company Stock Option Plans**" means the Company 2011 Stock Option Plan and the Company 2014 Stock Option Plan.

"**Company 2011 Stock Option Plan**" means the share option plan established by the Company on January 1, 2011.

"**Company 2014 Stock Option Plan**" means the share option plan established by the Company on March 5, 2014.

"**Consideration**" means the consideration to be received by the Company Shareholders pursuant to the Plan of Arrangement consisting of either the Cash Consideration or the Unit Consideration (or a combination thereof as determined in accordance with Section 2.4 and 2.5 of this Plan of Arrangement) in each case subject to adjustment in the manner and in the circumstances contemplated in Section 2.11 of the Arrangement Agreement.

"**COO PSUs**" means the outstanding performance share units granted to the Chief Operating Officer, Home Services of the Company under the Company PSU Plan in respect of the Performance Period commencing February 1, 2016 pursuant to a grant agreement dated February 24, 2016 between the Company and the Chief Operating Officer.

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or such other court as applicable.

"**Depositary**" means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

"**Director**" means the Director appointed pursuant to Section 260 of the CBCA.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Holder**" means a registered Company Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"Electing Canadian Shareholder" means a Canadian Shareholder (other than a Dissenting Holder) that has timely and validly exercised its right to receive Unit Consideration in whole or in part in accordance with Section 2.4.

"**Election Deadline**" means 5:00 p.m. (Toronto Time) on the Business Day which is five (5) Business Days preceding the Company Meeting.

"**Employee Share Purchase Plan**" means the employee share purchase plan of the Company effective November 1, 2014, as amended and restated effective November 9, 2016.

"**Exchange GP**" means an indirect newly formed Canadian resident subsidiary of BIP, which will be the general partner of Exchange LP.

"**Exchange LP**" means a newly formed Ontario limited partnership, controlled indirectly by BIP.

"**Exchange LPA**" means the limited partnership agreement governing Exchange LP that will provide for the rights and attributes set forth in Annex I to this Plan of Arrangement.

"**Exchange Right**" means a right of the holder of Exchangeable Units to receive one BIP Unit for each Exchangeable Unit held by causing Exchange LP to redeem the Exchangeable Units, in accordance with the terms and conditions of the Exchange LPA.

"**Exchangeable Units**" means class B limited partnership units of Exchange LP that will provide the holder with distributions that are economically equivalent to distributions on BIP Units and will provide for the Exchange Right.

"**Final Order**" means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Holding Period**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Interim Order**" means the interim order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

"**Letter of Transmittal and Election Form**" means the letter of transmittal and election form sent to Company Shareholders for use in connection with the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

"**Matching Period**" has the meaning specified in Section 5.4(a)(iii) of the Arrangement Agreement.

"**Matching Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Maximum Unit Consideration**" means 15 million Exchangeable Units.

"**Offerors**" means the Purchaser and Exchange LP.

"**Parties**" means the Company and the Purchaser and "**Party**" means any one of them.

"**Participant**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Participant Shares**" has the meaning ascribed thereto in the Employee Share Purchase Plan.

"**Performance Factor**" has the meaning ascribed thereto in the grant agreements made pursuant to the Company PSU Plan. The Performance Factor for 2017 in respect of a 2017 PSU and 2016 PSU is 1.25 and the Performance Factor for 2016 in respect of a 2016 PSU is 0.5. The Performance Factor for 2018, 2019 and 2020 in respect of a 2018 PSU, 2017 PSU and 2016 PSU is 1.0.

"**Performance Period**" has the meaning ascribed thereto in the Company PSU Plan.

"**Performance Share Unit Account**" has the meaning ascribed thereto in the Company PSU Plan.

"**Person**" includes any individual, partnership, association, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement proposed under Section 192 of the CBCA, and any amendments or variations made in accordance with the Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Purchaser**" means Cardinal Acquisitions Inc., a corporation incorporated under the laws of Canada.

"**Purchaser Loan**" means a non-interest bearing demand loan from the Purchaser to the Company denominated in Canadian dollars in an aggregate principal amount equal to the aggregate amount of cash required by the Company to make the payments in Sections 2.3(b), 2.3(c), 2.3(d) and 2.3(e), which shall be evidenced by way of a non-interest bearing demand promissory note granted by the Company in favour of the Purchaser.

"**Shareholder Rights Plan**" means the amended and restated shareholder rights plan agreement dated May 1, 2017 between the Company and Computershare Investor Services Inc., as rights agent, as modified or amended.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Total Elected Unit Consideration**" has the meaning ascribed thereto in Section 2.5(a)(i).

"**Unit Consideration**" means in the case of a Canadian Shareholder who has elected to receive Exchangeable Units, 0.5509 of an Exchangeable Unit for each Common Share.

"**Unit Election**" means an election by a Canadian Shareholder to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per

Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares.

"**Unit Pro-Ration Factor"** means a number, rounded to six decimal places, equal to the Maximum Unit Consideration divided by the Total Elected Unit Consideration.

1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

(a) Headings, etc. The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(b) Currency. All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

(c) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(d) Certain Phrases, etc. The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement. The term "Plan of Arrangement" and any reference in this Plan of Arrangement to this Plan of Arrangement or any agreement or document includes, and is a reference to, this Plan of Arrangement or such agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it, if any.

(e) Statutes. Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(f) Computation of Time. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(g) Time References. References to time herein or in any Letter of Transmittal are to local time, Toronto, Ontario.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Offerors, the Company, all holders and beneficial owners of Common Shares, Company Options, Company PSUs, COO PSUs and Company DSUs, including Dissenting Holders, the registrar and transfer agent of the Company, the Depositary and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

At the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(a) the Purchaser shall make the Purchaser Loan, to the extent required by the Company to make the payments in Sections 2.3(b), 2.3(c), 2.3(d) and 2.3(e);

(b) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Stock Option Plans, shall be deemed to be unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of a Company Optionholder, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price per Common Share of such Company Option, in each case, less applicable withholdings, and such Company Option shall immediately be cancelled. For greater certainty, where the Consideration is equal to or less than the exercise price per Common Share, the relevant Company Option will be cancelled for no consideration;

(c) each Company DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company DSU Plan, shall, without any further action by or on behalf of a holder of Company DSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration per Company DSU, less applicable withholdings, and each such Company DSU shall immediately be cancelled;

(d) each (i) Company PSU in respect of the Performance Period commencing January 1, 2018 (a "**2018 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to

be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2018 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2018, 2019 and 2020, respectively, with one-third of the 2018 PSU allocated to each year; (ii) Company PSU in respect of the Performance Period commencing January 1, 2017 (a "**2017 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2017 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2017, 2018 and 2019, respectively, with one-third of the 2017 PSU allocated to each year and (iii) Company PSU in respect of the Performance Period commencing January 1, 2016 (a "**2016 PSU**") that is outstanding in each holder's Performance Share Unit Account immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of a holder of Company PSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such 2016 PSU held by the holder multiplied by the relevant Performance Factor for each completed calendar year of 2016, 2017 and 2018, respectively, with one-third of the 2016 PSU allocated to each year, in each case less applicable withholdings, and each such Company PSU shall immediately be cancelled;

(e) each COO PSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company PSU Plan, shall, without any further action by or on behalf of the Chief Operating Officer, Home Services be deemed to be assigned and transferred by the Chief Operating Officer, Home Services to the Company in exchange for a cash payment from the Company in an amount equal to the Consideration for each such COO PSU held by the Chief Operating Officer, less applicable withholdings, and each such COO PSU shall immediately be cancelled;

(f) each Company Optionholder and each holder of Company DSUs, Company PSUs or COO PSUs (i) shall cease to be a holder of such Company Options, Company DSUs, Company PSUs or COO PSUs, (ii) such holder's name shall be removed from each applicable register, (iii) the Company Stock Option Plans, the Company DSU Plan and the Company PSU Plan and all agreements relating to the Company Options, Company DSUs ,Company PSUs and COO PSUs shall be terminated and shall be of no further force and effect, and (iv) such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(b), 2.3(c), 2.3(d) and 2.3(e), as applicable, at the time and in the manner specified in Section 2.3(b), 2.3(c), 2.3(d) and 2.3(e), respectively;

(g) each Participant shall cease to be enrolled in the Employee Share Purchase Plan and the Employee Share Purchase Plan and all agreements relating thereto shall be terminated and shall be of no further force and effect;

(h) the Shareholder Rights Plan shall be terminated and shall be of no further force and effect;

(i) each of the Common Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to the Purchaser (free and clear of all Liens) in consideration for the amount determined under Article 3 if any, and:

(i) such Dissenting Holders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares, other than the right to be paid fair value for such Common Shares, as set out in Section 3.1;

(ii) such Dissenting Holders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered in the registers of Common Shares maintained by or on behalf of the Company;

(j) each Common Share outstanding, other than (A) Common Shares held by a Dissenting Holder whose Common Shares were transferred pursuant to Section 2.3(i), and (B) Common Shares held by an Electing Canadian Shareholder shall, without any further action by or on behalf of a holder of Common Shares, be assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Cash Consideration, less applicable withholdings, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company; and

(k) each Common Share outstanding held by an Electing Canadian Shareholder, shall, without any further action by or on behalf of such a holder of Common Shares, be deemed to be assigned and transferred by the holder thereof to Exchange LP (free and clear of all Liens) in exchange for the Consideration (in each case satisfied by the delivery of the Unit Consideration and any Cash Consideration, as determined in accordance with the relevant Unit Election, Section 2.4 and 2.5 of the Plan of Arrangement, by Exchange LP), less applicable withholdings, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(iii) Exchange LP shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

2.4 Elections

With respect to the exchange of Common Shares effected pursuant to Section 2.3:

(a) each Canadian Shareholder, other than a Canadian Shareholder that is a Dissenting Holder who has validly exercised such holder's Dissent Right, may elect:

(i) to receive from the Purchaser the Cash Consideration for each of its Common Share; or

(ii) to receive from Exchange LP (A) the Unit Consideration for each of its Common Shares, or (B) the Unit Consideration per Common Share for certain of its Common Shares and the Cash Consideration per Common Share for the balance of its Common Shares (an election in clause (ii)(A) or (B) being a "**Unit Election**");

(b) the elections provided for in Section 2.4(a) shall be made by each applicable Shareholder by depositing with the Depositary, prior to the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such holder's election, together with any certificates representing the holder's Common Shares;

(c) any Letter of Transmittal and Election Form, once deposited with the Depositary, shall be irrevocable and may not be withdrawn by a Shareholder; and

(d) any Shareholder who (i) does not deposit with the Depositary a duly completed Letter of Transmittal and Election Form prior to the Election Deadline, (ii) properly exercises Dissent Rights in accordance with Section 3.1(a) but is not ultimately entitled, for any reason, to be paid the fair value for its Common Shares by Purchaser as referenced in Section 3.1(b), or (iii) otherwise fails to comply with the requirements of this Section 2.4 and the Letter of Transmittal and Election Form, shall be deemed to have elected to receive the Cash Consideration from the Purchaser for each Common Share held less applicable withholdings.

2.5 Proration

(a) Notwithstanding Section 2.4 or any other provision herein, the maximum number of Exchangeable Units that may, in the aggregate, be issued to the Canadian

Shareholders pursuant to Section 2.3 shall be equal to the Maximum Unit Consideration. In the event that:

(i) the aggregate number of Exchangeable Units that would, but for this Section 2.5(a)(i), be issued to Canadian Shareholders in accordance with the elections of such Canadian Shareholders pursuant to Section 2.4 (the "**Total Elected Unit Consideration**") exceeds the Maximum Unit Consideration, then:

A. the aggregate number of Exchangeable Units, as applicable, to be issued to any Canadian Shareholder, subject to rounding in accordance with Section 2.8(a), shall be determined by multiplying the aggregate number of Exchangeable Units that would, but for this Section 2.5(a)(i), be issued to such Shareholder by the Unit Pro-Ration Factor; and

B. such holder shall receive and shall be deemed to have elected to receive the Cash Consideration from Exchange LP per Common Share for the remainder of their Common Shares.

2.6 Deposit Rules and Procedures

(a) On or immediately prior to the Effective Date, the Offerors shall:

(i) deposit or cause to be deposited with the Depositary, for the benefit of the Shareholders entitled to receive cash pursuant to Section 2.3, the aggregate amount of cash that such Shareholders are entitled to receive under the Arrangement; and

(ii) deposit or cause to be deposited with the Depositary for the benefit of and to be held on behalf of the Canadian Shareholders entitled to receive Exchangeable Units, as applicable, pursuant to Section 2.3, certificates representing the Exchangeable Units that such Canadian Shareholders are entitled to receive under the Arrangement; which certificates and cash shall be held by the Depositary as agent and nominee for the former Shareholders for distribution to such former holders in accordance with the provisions of Article 4 hereof.

(b) For greater certainty, where a Canadian Shareholder who has elected to receive Unit Consideration as consideration for their Common Shares receives Exchangeable Units and cash because of pro-ration, the Shareholder will be deemed to have received a proportionate amount of cash and Exchangeable Units as consideration for each whole Common Share acquired.

2.7 Tax Elections

A Canadian Shareholder who transfers Common Shares to Exchange LP pursuant to Section 2.3(k) shall be entitled to make a joint election with Exchange GP, the general partner of Exchange LP on behalf of all of the members of Exchange LP (the "**Joint Tax Election**") under subsection 97(2) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation). A Joint Tax Election shall be made jointly by the Canadian Shareholder and

Exchange GP on behalf of all of the members of Exchange LP. To make a Joint Tax Election, a Canadian Shareholder must provide the relevant information to Exchange GP through a website that will be made available for this purpose. The relevant information must be submitted to Exchange GP through the website on or before the day that is 75 days following the Effective Date (the "**Tax Election Deadline**"). Exchange GP may not make a Joint Tax Election with Canadian Shareholders who do not provide the relevant information through the website on or before the Tax Election Deadline. After receipt of all of the relevant information through the website, and provided that the information provided complies with the rules under the Tax Act regarding the Joint Tax Election, Exchange GP will deliver an executed copy of the Joint Tax Election containing the relevant information to the Canadian Shareholder. The Canadian Shareholder will be solely responsible for executing its portion of the Joint Tax Election and submitting it to the CRA (and, where applicable, to any provincial tax authority) within the required time. Exchange LP will have no responsibility, or liability, in respect of any Joint Tax Election other than the specific requirements contemplated in this Section 2.7.

2.8 No Fractional Units and Rounding of Cash Consideration

(a) In no event shall any fractional Exchangeable Units be issued under this Plan of Arrangement. Where the aggregate number of Exchangeable Units to be issued to a Shareholder as consideration under this Plan of Arrangement would result in a fraction of Exchangeable Unit being issuable, then the number of Exchangeable Units to be issued to such Shareholder shall be rounded down to the closest whole number and, in lieu of the issuance of a fractional Exchangeable Unit thereof, such Shareholder will receive a cash payment in Canadian dollars from Exchange LP (rounded down to the nearest cent) determined on the basis of an amount equal to (i) $0.5509 multiplied by (ii) the fractional unit amount.

(b) If the aggregate cash amount which a Shareholder is entitled to receive pursuant to Section 2.3 would otherwise include a fraction of $0.01, then the aggregate cash amount to which such Shareholder shall be entitled to receive shall be rounded up to the nearest whole $0.01.

2.9 Adjustments to Exchangeable Unit Consideration

The number of Exchangeable Units that constitute the Consideration shall be adjusted to reflect fully the effect of any stock or unit split, reverse split, stock or unit dividend (including any dividend or distribution of securities convertible into Common Shares or BIP Units, other than stock or unit dividends paid in lieu of ordinary course dividends), consolidation, reorganization, recapitalization or other like change with respect to Common Shares or BIP Units occurring after the date of the Arrangement Agreement and prior to the Effective Time.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

Registered Company Shareholders may exercise dissent rights with respect to the Common Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding subsection 190(5) of the CBCA, the

written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Company not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(i) and if they:

(a) ultimately are entitled to be paid fair value for such Common Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(i)); (ii) will be entitled to be paid the fair value of such Common Shares, which fair value, notwithstanding anything to the contrary contained in Part XV of the CBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Common Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of Common Shares as described in Section 2.3(j) and shall be entitled to receive only the consideration contemplated in Section 2.3(j) that such Company Shareholder would have received pursuant to the Arrangement if such Company Shareholder had not exercised Dissent Rights.

3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Purchaser, the Company or any other Person be required to recognize Dissenting Holders as holders of Common Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(i), and the names of such Dissenting Holders shall be removed from the registers of holders of Common Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(i) occurs. In addition to any other restrictions under Section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Company Optionholders, holders of Company DSUs, holders of Company PSUs or holder of COO PSUs; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such holder's Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Following receipt of the Final Order and prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, for the benefit of Company Shareholders, cash with the Depositary in the aggregate amount equal to the payments contemplated by Section 2.3(i), with the amount per Common Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration, for this purpose, net of applicable withholdings for the benefit of the Company Shareholders. The cash deposited with the Depositary by or on behalf of the Purchaser shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(j), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholders represented by such surrendered certificates shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(c) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(k), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholders represented by such surrendered certificates shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, (i) a certificate representing the number of Exchangeable Units to which such holder is entitled to receive under the Arrangement, as applicable; and (ii) a cheque for the cash consideration to which such holder is entitled to under the Arrangement, as applicable, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(d) As soon as practicable after the Effective Date, the Company shall pay the amounts, net of applicable withholdings, to be paid to holders of Company Options, Company DSUs, Company PSUs and COO PSUs, either (i) pursuant to the normal payroll practices and procedures of the Company, or (ii) in the event that payment pursuant to the normal payroll practices and procedures of the Company is not practicable for any such holder, by cheque (delivered to such holder of Company Options, Company DSUs, Company PSUs and COO PSUs, as applicable, as reflected on the register maintained by or on behalf of the Company in respect of the Company Options, Company DSUs, Company PSUs and COO PSUs).

(e) Once surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Common Shares not duly surrendered on or before the fifth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Company or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

(f) Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the fifth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the fifth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Common Shares, the Company Options, the Company DSUs, the Company PSUs and COO PSUs pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.

(g) No holder of Common Shares, Company Options, Company DSUs, Company PSUs or COO PSUs shall be entitled to receive any consideration with respect to such Common Shares, Company Options, Company DSUs, Company PSUs or COO PSUs other than any cash payment to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

The Purchaser, the Company, Exchange LP, Exchange GP or the Depositary shall deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such Taxes or other amounts as the Purchaser, the Company or the Depositary or other relevant Person is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that Taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

4.4 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, Company Options, Company DSUs, Company PSUs and COO PSUs issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Company Shareholders, Company Optionholders, holders of Company PSUs, holders of Company DSUs, the holders of COO PSUs, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares, Company Options, Company DSUs, Company PSUs, COO PSUs or Employee Share Purchase Plan shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

5.2 Termination

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

APPENDIX F

FAIRNESS OPINION

(SEE ATTACHED)

NATIONAL BANK
FINANCIAL MARKETS

July 31, 2018

The Special Committee of the Board of Directors and the Board of Directors
Enercare Inc.
7400 Birchmount Road
Markham, Ontario
L3R 5V4

To the Special Committee of the Board of Directors and the Board of Directors of Enercare Inc.:

National Bank Financial Inc. ("NBF") understands that Enercare Inc. ("Enercare") proposes to enter into an arrangement agreement to be dated August 1, 2018 (the "Arrangement Agreement") with Cardinal Acquisitions Inc. (the "Purchaser"), a wholly-owned subsidiary of, and directly or indirectly controlled by, Brookfield Infrastructure and its institutional partners ("Brookfield") pursuant to which the Purchaser, together with a newly formed Ontario limited partnership ("Exchange LP") that is an indirect subsidiary of Brookfield Infrastructure Partners L.P. ("BIP"), will acquire all of the issued and outstanding common shares of Enercare ("Common Shares") in exchange for $29.00 per Common Share in cash (the "Cash Consideration"), or at the election of each holder of Common Shares that are or are deemed to be resident in Canada and are not exempt from tax (the "Eligible Shareholders"), 0.5509 of an exchangeable limited partnership unit ("Exchangeable LP Unit") of Exchange LP (the "Unit Consideration", and together with the Cash Consideration, the "Consideration"). The Exchange LP Units will be exchangeable, on a one-for-basis, for non-voting limited partnership units of BIP ("BIP Units"). The maximum amount of Exchangeable LP Units issuable in lieu of cash will not exceed 15 million Exchangeable LP Units in the aggregate, representing approximately 25% of the aggregate value of the Consideration and an Eligible Shareholder may be subject to proration based upon this maximum with the balance of the Consideration being paid in cash. The Exchangeable LP Units will provide holders with economic terms that are substantially equivalent to those of the BIP Units.

The transaction contemplated by the Arrangement Agreement will be effected pursuant to a court-approved plan of arrangement under the *Canada Business Corporations Act* (the "Arrangement").

We understand that the terms and conditions of the Arrangement will be summarized in an information circular (the "Information Circular") to be prepared by Enercare and mailed to the holders of Common Shares (the "Shareholders") in connection with a Shareholders' meeting to be called by Enercare to seek Shareholder approval of the Arrangement.

NBF also understands that a committee (the "Special Committee") of the Board of Directors (the "Board") of Enercare has been constituted to consider the Arrangement and make recommendations thereon to the Board.

Engagement of NBF

The Special Committee initially contacted NBF regarding a potential advisory assignment on February 23, 2018. Pursuant to an engagement agreement dated as of April 19, 2018 (the "Engagement Agreement"), Enercare retained, at the direction of the Special Committee, the

services of NBF to, among other things, provide advice and assistance to the Special Committee in reviewing Enercare's strategic alternatives and in evaluating potential transactions. In connection with its engagement, NBF agreed to, at the request of the Special Committee, prepare and deliver an opinion (the "Fairness Opinion") as to whether the Consideration payable pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders.

The Engagement Agreement provides that NBF is to be paid (i) a transaction fee upon closing of the Arrangement, and (ii) a fixed fee for the delivery of this Fairness Opinion, which fee is to be credited against the transaction fee earned by NBF in the event of a successful transaction. In addition, NBF is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Enercare in certain circumstances.

On July 31, 2018, NBF verbally delivered the Fairness Opinion to the Special Committee and the Board based upon and subject to the scope of review, analyses, assumptions, limitations, qualifications and other matters described herein. NBF understands that this Fairness Opinion in its entirety, and a summary thereof, will be included in the Information Circular and, subject to the terms of the Engagement Letter, NBF consents to such disclosure (in a form acceptable to NBF) and inclusion of the Fairness Opinion in the Information Circular and the filing thereof by Enercare with the applicable Canadian securities regulatory authorities. NBF has not been engaged to prepare and has not prepared a formal valuation or appraisal of Enercare, Brookfield, the Common Shares or any other securities or assets of Enercare or Brookfield, and this Fairness Opinion should not be construed as such.

Relationship with Interested Parties

None of NBF or any of its affiliates or associates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) or the rules made thereunder) of Enercare, Brookfield or any of their respective associates or affiliates (collectively, the "Transaction Parties").

None of NBF or any of its affiliates has any past, present or future relationship with any interested party (as defined in Multilateral Instrument 61-101 Protection of Minority Security Holders in Special Transactions ("MI 61-101")) (collectively with the Transaction Parties, the "Interested Parties") which may be relevant to NBF's independence for purposes of providing this Fairness Opinion.

NBF has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than acting as:

a) financial advisor to Enercare in a sale of its Sub-Metering business as per the engagement letter dated December 21, 2017;

b) co-manager for a $200 million treasury offering of BIP preferred limited partnership units that closed on January 23, 2018;

c) co-manager for a $700 million treasury offering of BIP Units that closed on September 15, 2017;

d) co-manager for a $300 million treasury offering of BIP preferred limited partnership units that closed on January 26, 2017;

e) co-manager for a $500 million treasury offering of BIP Units that closed on December 2, 2016; and

f) co-manager for a $250 million treasury offering of BIP preferred limited partnership units that closed on August 2, 2016.

There are no current understandings, agreements or commitments between NBF and any Interested Party with respect to future business dealings. NBF or its affiliates may, in the future, in the ordinary course of their respective businesses, provide financial advisory or investment banking or other services to one or more of the Interested Parties. In addition, National Bank of Canada ("NBC"), of which NBF is a wholly-owned subsidiary, or one or more affiliates of NBC, may provide banking or other financial services including mortgage financing to one or more of the Interested Parties in the ordinary course of business.

NBF acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the Interested Parties, from time to time, may have executed or may execute transactions for such parties and clients from whom it received or may receive compensation. NBF, as an investment dealer, conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Interested Parties.

Credentials of NBF

NBF is a leading Canadian investment dealer whose businesses include corporate finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. This Fairness Opinion is the opinion of NBF and the form and content herein has been reviewed and approved for release by a group of managing directors of NBF, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters.

Overview of Enercare

Enercare Inc. is headquartered in Markham, Ontario, Canada and is publicly traded on the Toronto Stock Exchange. As one of North America's largest home and commercial services and energy solutions companies with approximately 5,100 employees under its Enercare and Service Experts brands, Enercare is a leading provider of water heaters, water treatment, furnaces, air conditioners and other HVAC rental products, plumbing services, protection plans and related services. With operations in Canada and the United States, Enercare serves approximately 1.6 million customers annually. Enercare is also the largest non-utility sub-meter provider, with electricity, water, thermal and gas metering contracts for condominium and apartment suites in Canada and through its Triacta brand, a premier designer and manufacturer of advanced sub-meters and sub-metering solutions.

Scope of Review

In connection with rendering this Fairness Opinion, NBF has reviewed and relied upon or carried out, among other things, the following:

a) drafts of the Arrangement Agreement;

b) internal consolidated budgets prepared by management of Enercare for historical and forecast periods including asset continuity forecasts;

c) internal segmented budgets and forecasts prepared by management for historical and forecast periods;

d) outstanding debt and termination/prepayment analysis and related mortgage documentation for Enercare;

e) a representation letter signed by senior management of Enercare as to certain factual matters and the completeness and accuracy of certain information upon which this Fairness Opinion is based;

f) public information with respect to certain other transactions of a comparable nature considered by us to be relevant;

g) certain other non-public information prepared and provided to us by Enercare's management, primarily financial in nature, concerning the business, assets, liabilities and prospects;

h) Enercare's audited annual financial statements and management's discussion and analysis for each of the fiscal years ended December 31, 2017 and 2016;

i) Enercare's quarterly financial statements and management's discussion and analysis for the three month period ended March 31, 2018;

j) Enercare's draft financial statements and analysis for the three month period ended June 30, 2018;

k) Enercare's annual information form for the year ended December 31, 2017 dated March 22, 2018;

l) Enercare's notice of annual meeting and management information circular dated March 20, 2018;

m) publicly available information relating to the business, operations, financial performance of BIP and the liquidity and stock trading history of BIP Units and other selected public companies considered by us to be relevant;

n) public information relating to the business, assets, operations, financial performance and market trading history of Enercare and other selected public companies considered relevant;

o) discussions with representatives of legal counsel to Enercare;

p) discussions with members of Enercare's management team; and

q) various research publications prepared by industry and equity research analysts regarding Enercare, BIP and other selected public companies that were considered relevant

NBF has not, to the best of its knowledge, been denied access by Enercare to any information under their respective control that has been requested by NBF.

Assumptions and Limitations

As provided for in the Engagement Letter, NBF has relied upon the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources or information provided to us by or on behalf of Enercare, its subsidiaries or their respective trustees, directors, officers, associates, affiliates, consultants,

advisors and representatives (collectively, the "Information") and NBF has assumed that this Information did not omit to state any material fact or any fact necessary to be stated to make that Information not misleading. NBF did not meet with the auditors of Enercare and has assumed the accuracy and fair presentation of, and relied upon, the audited consolidated financial statements of Enercare and the reports of the auditors thereon as well as the unaudited interim financial statements of Enercare. This Fairness Opinion is conditional on, and assumes the completeness, accuracy and fair presentation of such Information, including as to the absence of any undisclosed material fact or change. Subject to the exercise of professional judgment, we have not attempted to independently verify the completeness, accuracy or fair presentation of any of the Information.

Senior officers of Enercare have represented to NBF in a representation letter dated as of the date hereof, among other things, that: (i) with the exception of information that constitutes forecasts, projections, estimates, budgets or other prospective information or data, the Information provided orally by, an officer or employee of Enercare (acting in such capacity) or in writing by Enercare or any of its subsidiaries (as such term is defined in the *Securities Act* (Ontario)) to NBF relating to Enercare or any of its subsidiaries or the Arrangement for the purpose of preparing this Fairness Opinion was, at the date the Information was provided to NBF, and is (except to the extent superseded by more current information), complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of Enercare, its subsidiaries or the Arrangement and did not and does not omit to state a material fact in respect of Enercare, its subsidiaries or the Arrangement necessary to make the Information not misleading in light of the circumstances under which the Information was made or provided; (ii) since the dates on which the Information was provided to NBF, except as disclosed in writing to NBF or as publicly disclosed, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations, or prospects of Enercare or any of its subsidiaries and no material change has occurred in the Information or any part thereof which would have, or which would reasonably be expected to have, a material effect on this Fairness Opinion; and (iii) to the best of the senior officers' knowledge, information and belief after due inquiry, there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to Enercare or any of its subsidiaries or any of their respective material assets or liabilities which have been prepared as of a date within the two years preceding the date hereof (other than normal course property appraisals completed in connection with the preparation of Enercare's financial statements) and which have not been provided to NBF.

With respect to operating and financial forecasts , projections, models, estimates and/or budgets provided to us concerning Enercare or any of its subsidiaries and relied upon by us in our analysis, we have assumed (subject to the exercise of our professional judgment) that they have been prepared on bases consistent with industry practice and reflecting reasonable and most currently available assumptions, estimates and judgments of management of Enercare, having regard to Enercare's business plans, financial conditions and prospects and are (or were at the time of preparation and continue to be) reasonable in the circumstances. We note that projecting future results of any company is inherently subject to uncertainty and in rendering this Fairness Opinion, NBF expresses no view as to the reasonableness of such forecasts, projects, models, estimates and/or budgets or the assumptions on which they are based.

NBF has assumed that, in all respects material to its analysis, the Arrangement Agreement executed by the parties will be in substantially the form of the final draft dated July 31, 2018 provided to us, the representations and warranties of the parties to the Arrangement Agreement contained therein are true, accurate and complete in all material respects, such parties will each perform all of the respective covenants and agreements to be performed by them under the Arrangement Agreement, and all conditions to the obligations of such parties as specified in the

Arrangement Agreement will be satisfied without any waiver thereof which would have or which would reasonably be expected to have a material effect on this Fairness Opinion.

This Fairness Opinion is rendered on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of Enercare and its subsidiaries, as they are reflected in the Information and as they were represented to NBF in our discussions with management of Enercare. In our analyses and in connection with preparing this Fairness Opinion, NBF made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of NBF or of any party involved in the Arrangement. It must be recognized that fair market value, and hence fairness from a financial point of view, changes from time to time, not only as a result of internal factors, but also because of external factors such as changes in the economy, competition and changes in consumer/investor preferences.

We are not legal, tax or accounting experts, have not been engaged to review any legal, tax or accounting aspects of the Arrangement and we express no opinion concerning any legal, tax or accounting matters concerning the Arrangement or the sufficiency of this letter for your purposes.

This Fairness Opinion is effective on the date hereof and NBF disclaims any undertaking or obligation to advise any person of any change in any fact, information or matter affecting this Fairness Opinion that may come or be brought to NBF's attention after the date hereof. Without limiting the foregoing, if there is any material change in any fact, information or matter affecting this Fairness Opinion after the date hereof, NBF reserves the right to change, modify or withdraw this Fairness Opinion. This Fairness Opinion is addressed to the Special Committee and the Board of Directors and is for the sole use and benefit of the Special Committee and the Board of Directors, and may not be referred to, summarized, circulated, publicized or reproduced by Enercare, other than in the Information Circular as herein expressly specified, or disclosed to, used or relied upon by any other party, in whole or in part, without the express prior written consent of NBF. NBF will not be held liable for any losses sustained by any person should this Fairness Opinion be circulated, distributed, published, reproduced or used contrary to the provisions of this paragraph. This Fairness Opinion is not to be construed as, and does not constitute, a recommendation to any Shareholder to vote in favour or against the Arrangement or any other matter. This Fairness Opinion does not address the relative merits of the Arrangement as compared to other transactions or strategic alternatives that may be available to Enercare. In addition, this Fairness Opinion does not address in any manner the prices at which any securities of Enercare or Brookfield will trade at any time.

NBF believes that its analyses must be considered as a whole and that selecting portions of our analyses or the factors considered by us, without considering all factors and analyses together, could create a misleading view of the process underlying this Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. This Fairness Opinion should be read in its entirety.

Fairness Approaches

In considering the fairness of the Consideration pursuant to the Arrangement, from a financial point of view, to the Shareholders, NBF principally considered and relied upon the following approaches: (i) a comparison of the Consideration pursuant to the Arrangement to the results of a discounted cash flow analysis of Enercare; (ii) a comparison of the selected financial multiples, to the extent publicly available, of selected precedent transactions to the multiples implied by the Consideration pursuant to the Arrangement; (iii) a comparison of the selected financial multiples

of selected comparable companies whose securities are publicly traded to the multiples implied by the Consideration pursuant to the Arrangement; (iv) a comparison of the Consideration pursuant to the Arrangement to the recent market trading prices of the Common Shares; (v) the outcome of the process conducted by NBF on behalf of the Special Committee of the Board of Directors of Enercare Inc. to solicit third party interest in an acquisition of the Enercare; and (vi) such other factors and analyses as we considered appropriate.

Conclusion

Based upon and subject to the foregoing and such other matters as we consider relevant, NBF is of the opinion that, as of the date hereof, the Consideration payable pursuant to the Arrangement is fair, from a financial point of view, to Shareholders.

Yours very truly,

(*signed*)

NATIONAL BANK FINANCIAL INC.

APPENDIX G

SECTION 190 OF THE CANADA BUSINESS CORPORATIONS ACT

Right to dissent

190 (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

Further right

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A Dissenting Holder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the Dissenting Holder.

Objection

(5) A Dissenting Holder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

(7) A Dissenting Holder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Share certificate

(8) A Dissenting Holder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

(9) A Dissenting Holder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a Dissenting Holder under this section and shall forthwith return the share certificates to the Dissenting Holder.

Suspension of rights

(11) On sending a notice under subsection (7), a Dissenting Holder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),

(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or

(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each Dissenting Holder who has sent such notice

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay Dissenting Holders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a Dissenting Holder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a Dissenting Holder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any Dissenting Holder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a Dissenting Holder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the Dissenting Holder resides if the corporation carries on business in that province.

No security for costs

(18) A Dissenting Holder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

(a) all Dissenting Holders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected Dissenting Holder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a Dissenting Holder who should be joined as a party, and the court shall then fix a fair value for the shares of all Dissenting Holders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the Dissenting Holders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each Dissenting Holder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Holder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each Dissenting Holder that it is unable lawfully to pay Dissenting Holders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a Dissenting Holder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a Dissenting Holder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

APPENDIX H

DESCRIPTION OF THE EXCHANGEABLE LP UNITS

Transfer Restrictions

Except as provided below, Exchangeable LP Units are not transferrable, except upon the death of a holder.

The Exchangeable LP Units may not be offered or sold within the United States or to, or for the benefit of, U.S. Persons and may only be sold outside the United States in compliance with Regulation S under the U.S. Securities Act. For this purpose, the term "U.S. Person" has the meaning ascribed to it in Regulation S under the U.S. Securities Act, which term includes a natural person resident in the United States, a corporation or partnership organized in the United States and any professional fiduciary in the United States acting on a discretionary basis for U.S. beneficial persons. The certificates representing the Exchangeable LP Units will carry the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT IN THE CASE OF THE DEATH OF THE HOLDER HEREOF."

Retraction of Exchangeable LP Units by Holders

Subject to applicable Law and the due exercise by BIP of the Retraction Call Right (described below), holders of Exchangeable LP Units will be entitled at any time to retract (i.e., to require Exchange LP to redeem) any or all Exchangeable LP Units held by them and to receive in exchange one BIP Unit, plus the full amount of all declared and unpaid distributions on the Exchangeable LP Units and all distributions declared on a BIP Unit that have not yet been paid on the Exchangeable LP Units, if any (the "**Distribution Amount**"). Holders of Exchangeable LP Units may effect a retraction by presenting to Exchange LP or its transfer agent the certificate(s) representing the Exchangeable LP Units the holder desires to be redeemed by Exchange LP, together with such other documents and instruments as may be required under the Exchange LPA, applicable Laws or by Exchange LP's transfer agent, and a duly executed retraction request specifying that the holder desires to have the number of retracted units specified therein redeemed by Exchange LP. A holder of retracted Exchangeable LP Units may withdraw its retraction request, by written notice to Exchange LP before the close of business on the Business Day immediately preceding the retraction date, in which case the retraction request will be null and void and the revocable offer constituted by the retraction request will be deemed to have been revoked.

Upon receipt by Exchange LP or its transfer agent of a retraction request and certificate(s) representing the Exchangeable LP Units to be redeemed, Exchange LP will immediately provide notice of such request to BIP. Instead of Exchange LP redeeming the retracted units, and provided that the retraction request is not revoked by the holder in the manner described above, BIP will have the right to purchase all but not less than all of the Exchangeable LP Units covered by the retraction request. See "— **Call Rights**".

Distribution Rights on Liquidation of Exchange LP

Subject to applicable Law and the exercise by BIP of the Liquidation Call Right (described below), in the event of the liquidation, dissolution or winding up of Exchange LP or any other distribution of its assets among its holders for the purpose of winding up its affairs, holders of Exchangeable LP Units shall be entitled to receive from the assets of Exchange LP a liquidation payment that will be satisfied by issuance of one BIP Unit plus the Distribution Amount, if any, for each outstanding Exchangeable LP Unit. This liquidation amount will be paid to the holders of Exchangeable LP Units before any distribution of assets of Exchange LP is made to the other holders of Exchange LP, and is subject to the exercise by BIP of the Liquidation Call Right.

Redemption of Exchangeable LP Units by Exchange LP

Subject to applicable Law and the due exercise by BIP of the Redemption Call Right (described below), Exchange LP will have the right, commencing on the seventh anniversary of the Effective Date, to redeem all of the then outstanding Exchangeable LP Units for a purchase price equal to one BIP Unit for each outstanding Exchangeable LP Unit plus the Distribution Amount, if any. The redemption date may be accelerated if one of the conditions described in the paragraphs below is met.

The board of directors of Exchange LP may accelerate the redemption date in the event that:

(i) fewer than 5% of the total number of Exchangeable LP Units issued in connection with the Arrangement (other than Exchangeable LP Units held by BIP or its subsidiaries and subject to necessary adjustments to the number of units to reflect permitted changes to Exchangeable LP Units) are outstanding;

(ii) (a) any person, firm or corporation acquires more than 90% of the BIP Units in a take-over bid; (b) the unitholders of BIP approve a liquidation of BIP; (c) the unitholders of BIP approve an acquisition of BIP by way of arrangement or amalgamation; or (d) BIP sells or disposes of all or substantially all of its assets, and the board of directors of Exchange GP determines that it is not reasonably practicable to substantially replicate the terms and conditions of the Exchangeable LP Units in connection with such transaction and that the redemption of all but not less than all of the outstanding Exchangeable LP Units is necessary to enable the completion of such transaction; or

(iii) any amendment to the Tax Act and other applicable provincial income tax Laws is made that permits holders of Exchangeable LP Units who: (a) are resident in Canada; (b) hold their Exchangeable LP Units as capital property; and (c) deal at arm's length with BIP or Exchange LP, to exchange their Exchangeable LP Units without requiring such holders to recognize any gain or loss in respect of such exchange for the purposes of the Tax Act or applicable provincial income tax Laws.

Call Rights

As further described below, BIP will have certain overriding rights to acquire Exchangeable LP Units from the holders.

Retraction Call Right

BIP (or a subsidiary of BIP) has an overriding right to acquire on the retraction date all but not less than all of the Exchangeable LP Units that a holder of Exchangeable LP Units requests Exchange LP to redeem (the "**Retraction Call Right**"). The purchase price under the Retraction Call Right is satisfied by delivering to the holder of Exchangeable LP Units one BIP Unit for each Exchangeable LP Unit purchased plus the Distribution Amount, if any.

At the time of a retraction request by a holder of Exchangeable LP Units, Exchange LP will immediately notify BIP and BIP must then advise Exchange LP within five Business Days if it (or a subsidiary of BIP) chooses to exercise the Retraction Call Right. If BIP does not advise Exchange LP within the five Business Day period, Exchange LP will notify the holder as soon as possible thereafter that BIP will not exercise the Retraction Call Right. Unless the holder revokes his or her retraction request, on the retraction date the Exchangeable LP Units that the holder has requested Exchange LP to redeem will be acquired by BIP (or a subsidiary of BIP) (assuming exercise of the Retraction Call Right) or redeemed by Exchange LP, as the case may be, in each case for the retraction call purchase price as described in the preceding paragraph.

Liquidation Call Right

BIP (or a subsidiary of BIP) has an overriding right, in the event of and notwithstanding a proposed liquidation, dissolution or winding up of Exchange LP, to acquire all but not less than all of the Exchangeable LP Units then outstanding (other than Exchangeable LP Units held by BIP or its subsidiaries) (the "**Liquidation Call Right**"). The purchase price under the Liquidation Call Right is satisfied by delivering to the holder of Exchangeable LP Units one BIP Unit for each Exchangeable LP Unit purchased plus the Distribution Amount, if any. Upon the exercise by BIP of the Liquidation Call Right, the holders will be obligated to transfer their Exchangeable LP Units to BIP for

the purchase price. The acquisition by BIP of all of the outstanding Exchangeable LP Units upon the exercise of the Liquidation Call Right will occur on the effective date of the voluntary or involuntary liquidation, dissolution or winding up of Exchange LP.

To exercise the Liquidation Call Right, BIP must notify Exchange LP's transfer agent in writing, as agent for the holders of the Exchangeable LP Units and Exchange LP of BIP's intention to exercise this right at least 30 days before the liquidation date in the case of a voluntary liquidation, dissolution or winding up of Exchange LP and at least five Business Days before the liquidation date in the case of an involuntary liquidation, dissolution or winding up of Exchange LP. The transfer agent will notify the holders of Exchangeable LP Units as to whether or not BIP has exercised the Liquidation Call Right after the earlier of (a) the date notice of exercise has been provided to the transfer agent and (b) the expiry of the date by which the same may be exercised by BIP. If BIP exercises the Liquidation Call Right, BIP will purchase and the holders will sell all of the Exchangeable LP Units on the liquidation date for an amount equal to the liquidation call exercise price as described in the preceding paragraph.

Redemption Call Right

BIP has an overriding right, notwithstanding any proposed redemption of the Exchangeable LP Units by Exchange LP, to acquire all but not less than all of the Exchangeable LP Units then outstanding (other than Exchangeable LP Units held by BIP or its subsidiaries) (the "**Redemption Call Right**"). The purchase price under the Redemption Call Right is satisfied by delivering to the holder one BIP Unit for each Exchangeable LP Unit purchased plus the Distribution Amount, if any. In the event of the exercise of the Redemption Call Right by BIP, each holder of Exchangeable LP Units shall be obligated to sell all the Exchangeable LP Units held by such holder to BIP on the redemption date upon payment by BIP to such holder of the purchase price for such Exchangeable LP Units.

To exercise the Redemption Call Right, BIP must notify Exchange LP's transfer agent in writing, as agent for the holders of the Exchangeable LP Units, and Exchange LP of BIP's intention to exercise this right at least 30 days before the redemption date (other than in the case of an accelerated redemption date described above, in which case BIP must notify the transfer agent and Exchange LP on or before the redemption date). The transfer agent will notify the holders of Exchangeable LP Units as to whether or not BIP exercised the Redemption Call Right after the earlier of: (a) the date notice of exercise has been provided to the transfer agent; and (b) the expiry of the date by which the same may be exercised by BIP. If BIP exercises the Redemption Call Right, BIP will purchase and the holders will sell all of the Exchangeable LP Units on the redemption date for an amount equal to the redemption call purchase price as described in the preceding paragraph.

Effect of Call Rights Exercise

If BIP exercises one or more of its call rights, BIP Units will be directly issued to holders of Exchangeable LP Units and BIP will become the holder of the Exchangeable LP Units. If BIP declines to exercise the call rights when applicable, BIP will be required, under the Exchange LP Support Agreement (as defined below), to issue BIP Units to the holders of Exchangeable LP Units.

Voting Rights

Holders of Exchangeable LP Units do not have any voting rights in respect of the Exchange LP, other than as set out below under the heading "*Amendment and Approval*". The LP Units (held by LP Co) have 100% of the voting rights of limited partners of Exchange LP.

Ranking

Holders of Exchangeable LP Units will be entitled to a preference over holders of LP Units of Exchange LP and any other securities ranking junior to the Exchangeable LP Units with respect to the payment of distributions and the distribution of assets in the event of the liquidation, dissolution or winding up of Exchange LP, whether voluntary or involuntary, or any other distribution of the assets of Exchange LP among its holders for the purpose of winding up its affairs.

Distributions

Holders of Exchangeable LP Units will be entitled to receive distributions in the same amount as distributions, if any, paid from time to time by BIP on BIP Units. The declaration date, record date and payment date for distributions on the Exchangeable LP Units will be the same as that for any corresponding distributions on BIP Units.

Certain Restrictions

Except with the approval of the holders of the Exchangeable LP Units, Exchange LP will not be permitted to:

(a) pay any distributions on LP Units or any other securities of Exchange LP ranking junior to the Exchangeable LP Units, other than stock distributions payable in LP Units or in any such other securities of Exchange LP ranking junior to the Exchangeable LP Units, as the case may be;

(b) redeem or purchase or make any capital distribution in respect of LP Units or any other securities of Exchange LP ranking junior to the Exchangeable LP Units with respect to the payment of distributions or the distribution of the assets in the event of a liquidation, dissolution or winding up of Exchange LP, whether voluntary or involuntary, or any other distribution of the assets of Exchange LP among its holders for the purpose of winding up its affairs;

(c) redeem or purchase or make any capital distribution in respect of any other securities of Exchange LP ranking equally with the Exchangeable LP Units with respect to the payment of distributions or the distribution of assets in the event of the liquidation, dissolution or winding up of Exchange LP, whether voluntary or involuntary, or any other distribution of the assets of Exchange LP among its holders for the purpose of winding up its affairs; or

(d) issue any securities other than Exchangeable LP Units, general partnership units, LP Units and any other securities ranking junior to the Exchangeable LP Units, other than by way of stock dividends to holders of Exchangeable LP Units, unless, in the case of (a), (b) or (c) above, all distributions on the outstanding Exchangeable LP Units corresponding to distributions declared and paid to date on the BIP Units have been declared and paid in full on the Exchangeable LP Units.

Amendment and Approval

The rights, privileges, restrictions and conditions attaching to the Exchangeable LP Units may be added to, changed or removed only with the approval of the holders of the Exchangeable LP Units. Any approval given by the holders of the Exchangeable LP Units to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable LP Units or any other matter requiring the approval or consent of the holders of the Exchangeable LP Units shall be deemed to have been sufficiently given if it has been given in accordance with applicable Law, subject to a minimum requirement that such approval be evidenced by a resolution passed by not less than 66 2/3% of the votes cast on such resolution (excluding Exchangeable LP Units beneficially owned by BIP or any of its subsidiaries) at a meeting of holders of Exchangeable LP Units duly called and held at which the holders of at least 10% of the outstanding Exchangeable LP Units at that time are present or represented by proxy.

Exchange LP Support Agreement

The following is a summary of some of the material terms and conditions of a support agreement (the **"Exchange LP Support Agreement"**) to be provided by BIP, and is qualified in its entirety by reference to the full text of the Exchange LP Support Agreement, which will be available on SEDAR and EDGAR.

Under the Exchange LP Support Agreement, BIP will covenant that, so long as Exchangeable LP Units not owned by BIP or its subsidiaries are outstanding, BIP will, among other things:

(a) not declare or pay any distribution on the BIP Units unless: (i) on the same day Exchange LP declares or pays, as the case may be, an equivalent distribution on the Exchangeable LP Units; and (ii) Exchange LP has sufficient money or other assets or authorized but unissued securities available to enable the due declaration and the due and

punctual payment, in accordance with applicable Law and the Exchange LPA, of an equivalent distribution on the Exchangeable LP Units;

(b) advise Exchange LP sufficiently in advance of the declaration of any distribution on the BIP Units and take other actions reasonably necessary to ensure that the declaration date, record date and payment date for distributions on the Exchangeable LP Units are the same as those for any corresponding distributions on the BIP Units;

(c) ensure that the record date for any distribution declared on the BIP Units is not less than ten Business Days after the declaration date of such distribution (or such shorter time period as may be permitted by Law); and

(d) take all actions reasonably necessary to enable Exchange LP to pay the liquidation amount, the retraction price or the redemption price to the holders of the Exchangeable LP Units in the event of a liquidation, dissolution or winding up of Exchange LP, a retraction request by a holder of Exchangeable LP Units or a redemption of Exchangeable LP Units by Exchange LP, as the case may be.

The Exchange LP Support Agreement will also provide that, without the prior approval of Exchange LP and the holders of Exchangeable LP Units, BIP will not distribute additional BIP Units or rights to subscribe therefor or other property or assets to all or substantially all holders of BIP, change any of the rights, privileges or other terms of BIP Units, or change the then outstanding number of BIP Units into a lesser or greater number, unless the same or an equivalent distribution on, or change to, the Exchangeable LP Units (or in the rights of the holders thereof) is made simultaneously. In the event of any proposed cash offer, share exchange offer, issuer bid, take-over bid or similar transaction affecting BIP Units, BIP and Exchange LP will use reasonable best efforts to take all actions necessary or desirable to enable holders of Exchangeable LP Units to participate in such transaction to the same extent and on an economically equivalent basis as the holders of BIP Units, without discrimination.

The Exchange LP Support Agreement will also provide that, as long as any outstanding Exchangeable LP Units are owned by any person or entity other than BIP or any of its subsidiaries, BIP will, unless approval to do otherwise is obtained from the holders of the Exchangeable LP Units, remain the direct or indirect beneficial owner of all of the issued and outstanding limited partnership units of Exchange LP.

Under the Exchange LP Support Agreement, BIP will not exercise, and will prevent their affiliates from exercising, any voting rights attached to the Exchangeable LP Units owned by BIP or their affiliates on any matter considered at meetings of holders of Exchangeable LP Units (including any approval sought from such holders in respect of matters arising under the Exchange LP Support Agreement).

The Exchange LP Support Agreement may not be amended without the approval of the holders of the Exchangeable LP Units, except in limited circumstances.

Automatic Exchange Upon Liquidation of BIP

In the event of the liquidation, dissolution or winding up of BIP or any other distribution of its assets among its holders for the purpose of winding up its affairs, all of the then outstanding Exchangeable LP Units will be automatically exchanged for BIP Units. To effect an automatic exchange, BIP will purchase all of the Exchangeable LP Units from the holders on the effective date of a liquidation. The purchase price payable for each Exchangeable LP Unit purchased upon liquidation will be satisfied by the issuance of one BIP Unit plus the Distribution Amount, if any.

Reporting Issuer Obligations

Exchange LP will satisfy its disclosure obligations by providing all disclosure materials distributed to holders of BIP Units to holders of Exchangeable LP Units. The Exchangeable LP Units will not be listed on a stock exchange or other public market.

Holders of Exchangeable LP Units Who Become U.S. Residents

An Electing Canadian Shareholder who receives Exchangeable LP Units as part of the Arrangement will not be eligible to exchange its Exchangeable LP Units for BIP Units if such Electing Canadian Shareholder resides in the United States at the time of the proposed exchange. If a holder of Exchangeable LP Units is ineligible to exchange its Exchangeable LP Units because of its U.S. residency, BIP will sell the equivalent number of BIP Units on the TSX that such Electing Canadian Shareholder would otherwise have been eligible to receive and remit the proceeds in cash to the Electing Canadian Shareholder in exchange for the Exchangeable LP Units.

APPENDIX I

INFORMATION ABOUT BROOKFIELD INFRASTRUCTURE PARTNERS L.P.

The following information about BIP reflects the current business, financial and capital position of BIP as of the date of the Circular, unless otherwise stated. The information contained in this Appendix has been prepared by management of BIP and contains information in respect of the business and affairs of BIP. Information provided by BIP is the sole responsibility of BIP. The Company does not assume any responsibility for the accuracy or completeness of such information.

DOCUMENTS CONCERNING BIP INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Appendix 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 Corporate Secretary of BIP at 73 Front Street, Hamilton HM 12, Bermuda, telephone +1-441-294-3309, and are also available electronically at www.sedar.com.*

The following documents, which BIP has filed with securities commissions or similar authorities in Canada, are specifically incorporated by reference and form an integral part of this Appendix:

(a) BIP's annual report on the Form 20-F filed on March 13, 2018 for the year ended December 31, 2017 (the "**Form 20-F**"); and

(b) BIP's unaudited interim condensed and consolidated financial statements as of June 30, 2018 and December 31, 2017 and for the three and six month periods ended June 30, 2018 and 2017 and management's discussion and analysis thereon.

Any documents of the type described in Section 11.1 of Form 44-101F1 – *Short Form Prospectus* filed by BIP with a securities commission or any similar authority in Canada after the date of this Circular and prior to the Effective Date, are deemed to be incorporated by reference in this Circular.

Any statement in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded, for the purposes of this Appendix, to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Appendix. 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 will 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.

Information contained on or otherwise accessed through BIP's website, www.bip.brookfield.com or any website, other than those documents incorporated by reference herein and filed on SEDAR, do not constitute part of this Appendix.

BROOKFIELD INFRASTRUCTURE PARTNERS L.P.

Name, Address and Incorporation

BIP is a Bermuda exempted limited partnership that was established under the provisions of the *Bermuda Exempted Partnership Act of 1992* and the *Bermuda Limited Partnership Act* on May 21, 2007. On January 31, 2008, the partnership was spun-off from Brookfield Asset Management Inc. BIP's head office is located at 73 Front Street, Hamilton HM 12, Bermuda.

The Exchangeable LP Units will provide holders with economic terms that are substantially equivalent to those of the BIP Units and will be exchangeable, on a one-for-one basis, for BIP Units.

Market for Securities

The BIP Units are listed on the TSX under the trading symbol "BIP.UN". The BIP Units are also listed on the NYSE under the trading symbol "BIP". BIP is an SEC foreign issuer under Canadian securities regulations and is exempt from certain requirements of Canadian securities laws. BIP is a foreign private issuer under U.S. securities laws and as a result is subject to disclosure obligations different from requirements applicable to U.S. domestic registrants listed on the NYSE.

BIP has applied to have the BIP Units issuable upon exchange of the Exchangeable LP Units listed on the TSX. Listing is subject to the approval of the TSX in accordance with its applicable listing requirements. BIP also intends to apply to the NYSE for the supplemental listing of the BIP Units issuable upon exchange of the Exchangeable LP Units.

Trading Price and Volume

The following tables set forth the intraday high and low trading prices and total monthly volume of the BIP Units as traded on the TSX and NYSE for the periods indicated. Unit prices are denoted in either Canadian or U.S. dollars.

TSX Chart

Month	**High (Cdn $)**	**Low (Cdn $)**	**Total Volume**
2017			
July	53.89	49.94	2,186,851
August	56.61	50.05	5,325,008
September	55.01	50.22	26,216,648
October	55.39	52.82	3,798,525
November	57.03	53.80	3,633,062
December	59.28	54.01	6,233,778
2018			
January	56.59	51.75	5,485,664
February	53.49	45.48	5,151,232
March	54.20	51.39	4,116,025
April	54.10	51.32	2,487,869
May	52.50	48.61	4,499,032
June	53.20	48.65	2,775,568
July	54.20	50.40	3,553,402
August 1- 21	55.00	52.10	2,280,252

NYSE Chart

Month	High (US$)	Low (US$)	Total Volume
2017			
July	41.54	39.66	3,528,114
August	44.91	39.80	8,334,735
September	44.88	41.34	24,134,187
October	44.40	42.26	5,919,693
November	44.54	41.99	5,168,349
December	46.88	42.33	6,746,890
2018			
January	44.89	41.93	6,968,878
February	42.87	37.54	8,214,245
March	42.08	39.99	6,757,314
April	42.14	40.55	4,038,147
May	40.85	37.27	7,654,901
June	40.00	37.41	5,620,312
July	41.54	38.26	5,195,804
August 1- 21	42.31	39.86	2,926,506

DESCRIPTION OF THE BUSINESS

Summary Description of Business

The following summary description is current as of June 30, 2018. BIP is a global infrastructure company that owns and operates high quality, long-life assets in the utilities, transport, energy, and data infrastructure sectors across North and South America, Asia Pacific and Europe. BIP is focused on assets that generate stable cash flows and require minimal maintenance capital expenditures. BIP is listed on the NYSE and TSX. BIP is the flagship listed infrastructure company of Brookfield Asset Management Inc., a global alternative asset manager with approximately US$285 billion of assets under management.

BIP owns a portfolio of infrastructure assets that are diversified by sector and by geography. BIP has a stable cash flow profile with approximately 95% of its Adjusted EBITDA supported by regulated or contracted revenues. In order to assist BIP's unitholders in evaluating BIP's performance and assessing its value, BIP groups its businesses into operating segments based on similarities in their underlying economic drivers.

BIP has a diversified portfolio, focusing on investments in utilities, transport, energy, and data infrastructure businesses. The company's utilities segment operates approximately 2,000 kilometers (km) of natural gas transportation pipelines in South America; approximately 2,200 km of electricity transmission lines in North and South America, along with approximately 2,600 km of greenfield electricity transmission developments in South America; approximately 6.5 million electricity and natural gas connections in the United Kingdom and South America; and a port facility with approximately 85 Mtpa of capacity that exports metallurgical and thermal coal in Australia.

Its transport segment offers transportation, storage, and handling services for freight, bulk commodities, and passengers through a network of 5,500 km of track network in south Western Australia; approximately 4,800 km of

rail in South America; approximately 3,800 km of motorways in Brazil, Chile, Peru, and India; and 37 port terminals in North America, the United Kingdom, Australia, and across Europe.

BIP's energy segment offers energy transportation and storage services through approximately 15,000 km of natural gas transmission pipelines and 600 billion cubic feet of natural gas storage in the United States and Canada. This segment also provides district energy services that deliver 3,185,000 pounds per hour of heating and 315,000 tons of cooling capacity to customers, as well as servicing approximately 20,900 natural gas, water and wastewater connections in Australia.

Its data infrastructure segment offers essential services and critical infrastructure to the media broadcasting and telecom sectors. It has approximately 7,000 multi-purpose towers and active rooftop sites; and approximately 5,000 km of fiber backbone located in France.

DIVIDENDS

On August 2, 2018, it was announced that the Board of Directors of the general partner of BIP declared a quarterly distribution in the amount of US$0.47 per unit, payable on September 28, 2018 to unitholders of record as at the close of business on August 31, 2018.

AUTHORIZED AND OUTSTANDING CAPITAL

As of August 14, 2018, there are approximately 276,785,243 BIP Units outstanding (392,610,235 BIP Units assuming the exchange of all of Brookfield's RPUs). Brookfield Asset Management Inc. and its affiliates (other than BIP and its subsidiary entities and operating entities, collectively, "Brookfield") beneficially own approximately 29.6% of the BIP Units on a fully exchanged-basis, substantially all of which consists of 115,824,992 redeemable partnership units ("RPUs") of Brookfield Infrastructure L.P. ("Holding LP"). The RPUs are subject to a redemption exchange mechanism pursuant to which BIP Units may be issued in exchange for RPUs on a one for one basis. In addition, Brookfield owns a general partnership interest in BIP and a special general partnership interest in the Holding LP. As of August 14, 2018, there are 5,000,000 Class A preferred limited partnership units of BIP ("Class A Preferred Units"), Series 1, 5,000,000 Class A Preferred Units, Series 3, 10,000,000 Class A Preferred Units, Series 5, 12,000,000 Class A Preferred Units, Series 7 and 8,000,000 Class A Preferred Units, Series 9, outstanding and no Class A Preferred Units, Series 2, Class A Preferred Units, Series 4, Class A Preferred Units, Series 6, Class A Preferred Units, Series 8 and Class A Preferred Units, Series 10 outstanding.

See BIP's Form 20-F for a description of the rights, privileges, restrictions and conditions attaching to the BIP Units, the RPUs and the Class A Preferred Units and details regarding the authorized and outstanding capital of the Holding LP.

CAPITALIZATION

The following table sets out information concerning the capitalization of BIP as at June 30, 2018. This table should be read in conjunction with: (a) the audited consolidated financial statements of BIP for the year ended December 31, 2017, and the notes and the auditors' report in respect thereof; and (b) the unaudited consolidated statements of financial position as at June 30, 2018.

$ millions	As at June 30, 2018
Corporate borrowings	$ 1,256
Non-recourse borrowings	9,689
Other liabilities	5,589
Preferred Shares	20
Partnership capital	
Preferred Units	752
Limited Partners	4,545
Non-controlling interest	
Redeemable Partnership Units	1,832
Interest of others in operating subsidiaries	5,125
General Partner	22
Total capitalization	$ 28,830

PRIOR SALES

In the 12-month period before the date of this Circular, BIP made the following issuances of BIP Units:

a) on September 15, 2017, our Partnership issued 16,628,000 BIP Units pursuant to a public offering at a purchase price of US$42.10 per BIP Unit for total gross proceeds of US$700,038,800;

b) on September 29, 2017, in connection with the reinvestment of distributions, BIP issued 112,447 BIP Units pursuant to its distribution reinvestment plan (the "**Distribution Reinvestment Plan**") at a purchase price of US$42.93 per BIP Unit;

c) on December 29, 2017, in connection with the reinvestment of distributions, BIP issued 98,718 BIP Units pursuant to its Distribution Reinvestment Plan at a purchase price of US$44.69 per BIP Unit;

d) on March 29, 2018, in connection with the reinvestment of distributions, BIP issued 102,971 BIP Units pursuant to its Distribution Reinvestment Plan at a purchase price of US$41.08 per BIP Unit; and

e) on June 29, 2018, in connection with the reinvestment of distributions, BIP issued 109,372 BIP Units pursuant to its Distribution Reinvestment Plan at a purchase price of US$38.29 per BIP Unit.

RISK FACTORS

Please refer to the disclosure contained under the heading "Risks Factors" as contained in the Form 20-F, which is incorporated herein by reference, and elsewhere in the other documents filed by BIP and incorporated herein by reference. See "*Documents Concerning BIP Incorporated by Reference*" above.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The consolidated financial statements of BIP incorporated by reference from BIP's Form 20-F and the effectiveness of BIP's internal control over financial reporting have been audited by Deloitte LLP, an independent registered public accounting firm. Deloitte LLP is independent within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario and within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States).

The transfer agent and registrar for the BIP Units is Computershare Inc. at its principal office in Canton, Massachusetts, U.S.A.

APPENDIX J

FORM OF SUPPORT AND VOTING AGREEMENT

(SEE ATTACHED)

Support and Voting Agreement

THIS AGREEMENT made the ● day of ●, 2018.

Between

●
(hereinafter called the "**Shareholder**"),

and

Cardinal Acquisitions Inc.,
a corporation existing under the laws of Canada,
(hereinafter called the "**Purchaser**").

Recitals

A. The Shareholder is the legal and beneficial owner of common shares ("**Common Shares**") in the capital of Enercare Inc. (the "**Company**"), as described more particularly on Schedule A hereto (together with any additional Common Shares acquired by the Shareholder at any time from the date hereof to and including the record date of the Company Meeting, the "**Subject Shares**");

B. The Purchaser and the Company are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") contemplating an arrangement of the Company under Section 192 of the *Canada Business Corporations Act*, the result of which will be, among other things, the Purchaser acquiring all of the Common Shares of the Company for the consideration (as such term is defined in the Arrangement Agreement)"(the "**Transaction**");

C. The Shareholder has agreed to vote or cause to be voted the Subject Shares in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth herein;

D. In consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement.

1.2 In this Agreement, unless otherwise specified:

(a) the terms "**Agreement**", "**this Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereby**", "**hereunder**" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an "**Article**" or "**Section**" followed by a number refer to the specified Article or Section of this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;

(e) the word "**including**" is deemed to mean "including without limitation";

(f) the terms "**party**" and "the parties" refer to a party or the parties to this Agreement;

(g) any reference to this Agreement or the Arrangement Agreement means this Agreement or the Arrangement Agreement, as applicable, as amended, modified, replaced or supplemented from time to time;

(h) all dollar amounts refer to Canadian dollars; and

(i) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

ARTICLE 2 - COVENANTS OF THE SHAREHOLDER

2.1 The Shareholder hereby covenants and agrees that it shall, from the date hereof until the termination of this Agreement pursuant to Article 6:

(a) not option for sale, offer, sell, transfer, assign, exchange, gift, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein (legal or equitable), to any Person or agree to do any of the foregoing, other than (i) pursuant to the Arrangement Agreement, (ii) to an affiliate of the Shareholder, or (iii) if the Shareholder is an individual, (A) to any member of the Shareholder's immediate family or to a trust for the benefit of the Shareholder or any member of the Shareholder's immediate family, or (B) upon the death of the Shareholder;

(b) except to the extent contemplated by this Agreement, not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of the shareholders of the Company or give consents or approval of any kind with respect to any of the Subject Shares;

(c) not exercise the voting rights attaching to the Subject Shares in respect of any proposed action by the Company in a manner which would reasonably be expected to prevent or materially delay the successful completion of the Transaction or the other transactions contemplated by the Arrangement Agreement;

(d) not, directly or indirectly, or, if applicable, through any of its or its Subsidiaries' respective officers, directors, employees, representatives (including any financial or other advisor) or agents, or otherwise:

(i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal,

(ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, or

(iii) enter into or publicly propose to enter into, any Contract in respect of an Acquisition Proposal;

(e) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser) with respect to any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal; and

(f) not make any statements which may reasonably be construed as being against the Transaction or the other transactions contemplated by the Arrangement Agreement or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, delaying or varying the Transaction or the other transactions contemplated by the Arrangement Agreement or any aspect thereof, including not exercise any securityholder rights or remedies available at common law or pursuant to applicable Securities Laws.

2.2 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in its capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in its capacity as a director or officer of the Company (if the Shareholder holds such office). Without limiting the foregoing, the Purchaser acknowledges and agrees that the Shareholder may take any action in its capacity as director or officer of the Company to discharge such Shareholder's fiduciary duties as a director and/or officer of the Company, provided that any such action in connection with an Acquisition Proposal is permitted by and is done in compliance with the terms of the Arrangement Agreement.

ARTICLE 3 - AGREEMENT TO VOTE

3.1 The Shareholder hereby covenants and agrees from the date hereof until the termination of this Agreement pursuant to Article 6:

(a) to vote or to cause to be voted the Subject Shares at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement Resolution and any other matter necessary for the consummation of the Transaction;

(b) to vote or cause to be voted the Subject Shares against any Acquisition Proposal and/or any matter that could reasonably be expected to materially delay, prevent or frustrate the successful completion of the Transaction at any meeting of the shareholders of the Company called for the purposes of considering same; and

(c) no later than five Business Days prior to the date of the Company Meeting, the Shareholder shall deliver or cause to be delivered to the transfer agent of the Company designated in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution and/or any other matter necessary for the consummation of the Transaction, with such proxy or proxies naming as proxyholder those individuals as may be designated by the Company in the Company Circular and such proxy or proxies shall not be revoked without the prior written consent of the Purchaser.

3.2 The Shareholder irrevocably and unconditionally covenants and agrees that the Shareholder will not exercise any Dissent Rights.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

4.1 The Shareholder represents and warrants as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Shareholder has the capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his, her or its obligations hereunder;

(b) this Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

(c) the Shareholder has the right to vote all of the Subject Shares and all of the Subject Shares shall, immediately prior to the Effective Time, be beneficially owned by the Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or

kind whatsoever, except for encumbrances relating to margin trading requirements on Subject Shares held in a margin account;

(d) the Shareholder is not party to any agreement for the sale, disposition, transfer or voting of any of the Subject Shares, except this Agreement;

(e) none of the execution and delivery by the Shareholder of this Agreement or the performance of its obligations hereunder will result in a material breach of: (i) any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; or (ii) any Law or any judgment, decree, order or award of any Governmental Entity, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder; and

(f) as of the date hereof, the Subject Shares and the securities as set forth on Schedule A are the only Common Shares and securities exercisable or convertible into or exchangeable for Common Shares of the Company owned by the Shareholder.

The representations and warranties of the Shareholder set forth in this Article 4 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 The Purchaser represents and warrants as follows and acknowledges that the Shareholder is relying upon these representations and warranties in connection with the entering into of this Agreement:

(a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the execution and delivery of this Agreement by the Purchaser and the performance by the Purchaser of its obligations hereunder have been duly authorized and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation, enforceable by the Shareholder against the Purchaser in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought; and

(c) none of the execution and delivery by the Purchaser of this Agreement or the performance of its obligations hereunder will result in a breach of (i) the constating or organizational documents of the Purchaser; (ii) any agreement or

instrument to which the Purchaser is a party or by which the Purchaser or any of its property or assets is bound; (iii) any Law or any judgment, decree, order or award of any Governmental Entity.

The representations and warranties of the Purchaser set forth in this Article 5 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

ARTICLE 6 - TERMINATION

6.1 This Agreement may be terminated:

(a) by the Shareholder upon written notice to the Purchaser if:

(i) the Purchaser, without the prior written consent of the Shareholder, decreases the amount of the Consideration payable pursuant to the Transaction; or

(ii) the Purchaser, without the prior written consent of the Shareholder, otherwise varies the terms of the Arrangement Agreement in a manner that is materially adverse to the Shareholder.

(b) by the Purchaser upon written notice to the Shareholder if:

(i) the Shareholder has not complied in all material respects with its covenants to the Purchaser contained herein;

(ii) any of the representations and warranties of the Shareholder contained herein is untrue or inaccurate in any material respect; or

(iii) the Company has not complied in all material respects with its covenants to the Purchaser under the Arrangement Agreement.

6.2 This Agreement shall be terminated upon the earliest of:

(i) the date upon which the Shareholder and the Purchaser mutually agree to terminate this Agreement;

(ii) the termination of the Arrangement Agreement in accordance with its terms; or

(iii) the Effective Time.

6.3 In the case of any notice of termination of this Agreement pursuant to Sections 6.1 and 6.2, this Agreement shall terminate and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7 - DISCLOSURE

7.1 The Shareholder (a) consents to the details of this Agreement being set out in the Company Circular in respect of the Transaction and this Agreement being made publicly available, including by filing on SEDAR, as may be required pursuant to applicable Securities Laws, (b) consents to and authorizes the publication and disclosure by the Purchaser and the Company of its identity and holding of Subject Shares, the nature of its commitments and obligations under this Agreement and any other information, in each case that the Purchaser reasonably determines is required to be disclosed by applicable Law in any press release, the Company Circular in respect of the Transaction or any other disclosure document in connection with the Transaction and any transactions contemplated by the Arrangement Agreement, (c) agrees to promptly give to the Purchaser any information it may reasonably require for the preparation of any such disclosure documents, and (d) agrees to promptly notify the Purchaser of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect. Except as contemplated by the immediately preceding sentence and as otherwise required by applicable Law or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. A copy of this Agreement may be provided to the Company.

ARTICLE 8 - GENERAL

8.1 This Agreement shall become effective upon execution and delivery hereof by the Shareholder.

8.2 Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

8.3 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.4 Time shall be of the essence of this Agreement.

8.5 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, or transmitted by fax or e-mail, addressed as follows:

(a) in the case of the Shareholder:

Enercare Inc.
7400 Birchmount Road
Markham, ON L3R 5V4

Attention:
Facsimile:

with a copy to:

Davies Ward Phillips & Vineberg LLP
55 Wellington Street West
Toronto Ontario
M5V 3J7

Attention:
Facsimile:

(b) in the case of the Purchaser:

Cardinal Acquisitions Inc.
181 Bay Street Suite 300
Toronto, ON M5J 2T3

Attention:
Facsimile:

with a copy to:

McCarthy Tétrault LLP
Suite 5300, 66 Wellington Street West
Toronto, ON M5K 1E6

Attention:
Facsimile:

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day).

(c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 8.5.

8.6 This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

8.7 Each of the parties hereto agrees with the others that: (i) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties;

(ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.8 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

8.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

8.10 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.11 This Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

[A – If Shareholder is a corporation, partnership, or other entity:]

[Insert name of shareholder]

By: _____
Name:
Title:

[B – If Shareholder is an individual:]

SIGNED, SEALED & DELIVERED)
In the presence of:)
)
)
)
_____)
Witness)

_____
Name

Cardinal Acquisitions Inc.

By: _____
Name:
Title:

[Signature Page to Support and Voting Agreement]

Schedule A

Ownership of Securities

Name of Shareholder:	●
Common Shares beneficially owned:	●
Registered holder (if different than beneficial owner):	●
Company Option held:	●
Matching Shares issuable to the Shareholder under the Employee Share Purchase Plan pursuant to the Transaction:	●
Other securities beneficially owned that are exercisable or exchangeable for, or convertible into, Common Shares:	●

QUESTIONS? NEED HELP VOTING?

CONTACT US:

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Fax: 416-867-2271

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