

**EXHIBIT E-2**

**Equity Commitment Letter**

**Brookfield Infrastructure Fund IV-A, L.P.**  
**Brookfield Infrastructure Fund IV-B, L.P.**  
**Brookfield Infrastructure Fund IV-C, L.P.**  
**Brookfield Infrastructure Fund IV (ER) SCSp**

December 22, 2021

BIF IV Intrepid OpCo LLC  
250 Vesey Street, Brookfield Place, 15th Floor  
New York NY 10281-1023  
United States

Re: Equity Financing Commitment

Ladies and Gentlemen:

This letter agreement is being delivered by Brookfield Infrastructure Fund IV-A, L.P., Brookfield Infrastructure Fund IV-B, L.P., Brookfield Infrastructure Fund IV-C, L.P., each a Delaware limited partnership, and Brookfield Infrastructure Fund IV (ER) SCSp, a Luxembourg *société en commandite spéciale* (each, an “Investor” and collectively, the “Investors”) to BIF IV Intrepid OpCo LLC, a Delaware limited liability company (the “Company”). The obligations of the Investors hereunder are joint and several; provided, however, that notwithstanding anything in this letter agreement to the contrary and for the avoidance of doubt, the aggregate amount of equity contributions required to be made by the Investors hereunder shall not exceed the Commitment.

1. Commitment. In accordance with the terms and subject to the conditions hereof, the Investors (together with certain of their affiliates) shall, on or prior to the Closing Date, cause an aggregate equity contribution in immediately available funds to be made to the Company (indirectly through one or more parent companies of the Company, or otherwise) of up to \$15,000,000 (the “Commitment”) to be used by the Company solely for general corporate purposes; provided that the amount of the Commitment to be funded under this letter agreement will be reduced, on a dollar for dollar basis, by any amount of debt financing obtained by the Company from any lender and actually funded on or prior to the Closing Date. The Investors’ funding hereunder is subject to and conditioned upon the Company’s delivery of a written notice of funding to the Investors, in an aggregate amount not to exceed the Commitment, duly executed by the Chief Executive Officer of the Company (the “Funding Notice”). Subject to the terms and conditions of this letter agreement, the closing of the funding (the “Closing”) contemplated by this letter agreement shall occur at 10:00 am (New York time) ten (10) business days after all of the Investors’ have acknowledged receipt of the Funding Notice, or at such other time agreed by the parties hereto (the date on which the Closing occurs, the “Closing Date”). The parties hereto agree that the Investors (together with their permitted assigns) shall not under any circumstances be obligated to contribute to the Company any amount in excess of the Commitment.

2. Termination. This letter agreement and the Investors’ obligation to fund the Commitment will terminate automatically and immediately upon the earliest to occur of (i) the

consummation of the Closing and (ii) December 31, 2022. Upon termination of this letter agreement, no Investor shall have any further obligations or liabilities hereunder. Notwithstanding anything in this letter agreement to the contrary, no Investor shall have any obligation or liability to any person under this letter agreement once the Commitment has been satisfied in accordance with this letter agreement.

3. Representations and Warranties of the Investors. Each Investor represents, warrants and covenants to the Company that: (i) the Investor is a limited partnership or a *société en commandite spéciale*, as applicable, duly organized and validly existing, and for each Investor that is a limited partnership in good standing, under the laws of its jurisdiction of organization and has and will continue to have the requisite capacity and authority to execute and deliver this letter agreement and to fulfill and perform its obligations hereunder; (ii) the execution, delivery and performance of this letter agreement by the Investor has been duly and validly authorized and approved by all necessary limited partnership or other organizational action, as applicable, and no other proceedings or actions on the part of the Investor are or will be necessary therefor; (iii) this letter agreement has been duly and validly executed and delivered by the Investor and constitutes a legal, valid and binding agreement of the Investor enforceable by the Company against the Investor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws affecting or relating to creditors' rights and general principles of equity effecting the availability of specific performance and other equitable remedies; and (iv) it has, and will continue to have for so long as this letter agreement shall remain in effect, the ability to draw down equity funding from the investors in its funds in an amount sufficient to pay and perform its obligations under this letter agreement.

4. Assignment; Amendments and Waivers; Entire Agreement.

(a) The rights, interests and obligations under this letter agreement may not be assigned or delegated (except by operation of law) by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment shall be null and void and of no force or effect; provided that each Investor shall be entitled to assign all or a portion of its rights, interests and obligations hereunder (including, without limitation, its commitment to fund the Commitment) to any one or more persons, which assignment shall not relieve the Investor of its obligations hereunder, except to the extent actually performed or satisfied by the assignee. Each party consents to any such assignment and undertakes to enter into any documentation reasonably requested to give effect to the transfer (including, if required, a customary novation agreement).

(b) Any provisions hereof for the benefit of a party hereto may be waived by such party (either generally or in particular and either retroactively or prospectively) only by a written instrument signed by the party waiving compliance.

(c) This letter agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between the Company and any Investor with respect to the subject matter hereof.

5. No Third Party Beneficiaries. This letter agreement shall be binding solely on each Investor, and shall inure solely to the benefit of the Company, and nothing set forth in this

letter agreement shall be construed to confer upon or give to any person other than the Company and its respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Company to enforce, the Commitment or any provisions of this letter agreement; provided, that each Related Party is an intended third-party beneficiary of Section 6 of this letter agreement and shall have the right to enforce Section 6 of this letter agreement. Notwithstanding the foregoing, the Company's and its subsidiaries' (if any) respective creditors shall have no right to enforce this letter agreement or to cause the Company to enforce this letter agreement.

6. Limited Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement or any other document or instrument delivered contemporaneously herewith, the Company, by its acceptance of the benefits of this letter agreement, agrees and acknowledges that (i) no person other than the Investors shall have any obligation hereunder and (ii)(x) no recourse hereunder or under any documents or instruments delivered in connection herewith, shall be had against any Related Party, whether by or through attempted piercing of the corporate veil or based on any law or interpretation thereof, and (y) it is expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any affiliate of an Investor, in the case of each of clauses (x) and (y), as such, for any obligations of the Investor (A) under this letter agreement or the transactions contemplated hereby, (B) under any documents or instruments delivered contemporaneously herewith, (C) in respect of any oral representations made or alleged to be made in connection herewith or therewith, or (D) for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. "Related Party" means any former, current or future affiliate of any Investor (and to the extent a portion of the Commitment is assigned to one or more permitted assignees, such permitted assignees) or any of its or their respective directors, managing directors, general partners, officers, employees, agents and advisors; provided, however, that no Investor shall be deemed to be a Related Party.

7. Confidentiality. Neither this letter agreement nor the terms or substance hereof, may be disclosed, used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of the Investors (so long as such consent is not unreasonably withheld, delayed or conditioned); provided that any party hereto may disclose the existence and terms of this letter agreement to the extent required by any applicable law or pursuant to any dispute, litigation or claim arising out of or relating to the transactions contemplated hereby.

8. Governing Law and Jurisdiction. All matters relating to the interpretation, construction, validity and enforcement of this letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).

9. Consent to Jurisdiction and Service of Process. Each of the parties hereto (i) irrevocably agrees that all actions (whether in contract or tort, at law or in equity or otherwise) that may be based upon, arise out of or relate to this letter agreement, or the negotiation, execution or performance of this letter agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this letter agreement or as an inducement to enter into this letter agreement) shall be exclusively resolved in

a federal or state court sitting in the State of Delaware and (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action, suit or proceeding in any such court, and hereby further irrevocably waives any claim that any action brought in any such court has been brought in an inconvenient forum. Each of the parties hereto hereby agrees that a final judgment in any action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

10. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATION OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) ACKNOWLEDGES AND AGREES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Counterparts. This letter agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this letter agreement.

12. No Fiduciary Relationship. This letter agreement will not create any fiduciary relationship between the Investor and any other person.

13. Company Claims. The Company further agrees that neither it nor any of its affiliates shall have any right of recovery against any Investor or any of its affiliates in respect of any claim arising under this letter agreement or the transactions contemplated hereby, whether by piercing of the corporate veil or based on any other law or interpretation thereof, except for the Company's right to be capitalized by the Investors under and to the extent provided in this letter agreement and subject to the terms and conditions hereof. The Company hereby covenants and agrees that it shall not institute, and shall cause its affiliates not to institute, any proceeding or bring any other claim (whether in tort, contract or otherwise) in respect of any oral representations made or alleged to be made in connection herewith, against any Investor or any of its affiliates, except for claims against an Investor under this letter agreement.

14. Indemnification. In consideration of each Investor's execution and delivery of this letter agreement, the Company agrees (a) to indemnify and hold such Investor (and its affiliates, and their respective Related Parties) harmless from and against any and all liabilities or losses with respect to or arising out of this letter agreement or any other agreement and other transaction referred to herein and (b) to pay upon receipt of an invoice the costs and expenses of the Investor (including the fees and disbursements of counsel to such Investor) arising in connection with the preparation, execution and delivery of this letter agreement.

*[Signature pages follow]*

Very truly yours,

**INVESTORS:**

BROOKFIELD INFRASTRUCTURE FUND IV-A, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,  
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,  
its member



By: \_\_\_\_\_

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV-B, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,  
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,  
its member



By: \_\_\_\_\_

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV-C, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,  
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,  
its member



By: \_\_\_\_\_

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV (ER) SCSp;

By: Brookfield Infrastructure Fund IV GP S.a.r.l,  
its general partner

By:   
\_\_\_\_\_

Name: Carolina Parisi  
Title: Manager

By:   
\_\_\_\_\_

Name: Lydie Bini  
Title: Manager

Accepted and acknowledged:

**THE COMPANY:**

BIF IV INTREPID OPCO LLC

By:   
\_\_\_\_\_

Name: Fred Day  
Title: President