0001193125-24-2859886-K Brookfield Renewable Corp 20241227202412271705271705271705270 0 0001193125-24-285988 6-K 23 20241227 20241227 20241227 Brookfield Renewable Corp 0001791863 4911 000000000 A1 1231 6-K 34 001-39355 241586260 250 VESEY STREET, 15TH FLOOR NEW YORK NY 10281-1023 (212) 417-7000 250 VESEY STREET, 15TH FLOOR NEW YORK NY 10281-1023 6-K 1 d168282d6k.htm 6-K 6-K Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington D.C. 20549 Â Â FORM 6-K Â Â REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934 For the month of December 2024 Commission file number 001-39355 Â Â BROOKFIELD RENEWABLE CORPORATION (Exact name of Registrant as specified in its charter) Â Â 250 Vesey Street, 15th Floor New York, New York 10281 (Address of principal executive office) Â Â Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-Fâ€‚â˜’â€‚â€‚Form 40-Fâ€‚â˜ Â Â Â EXHIBIT LIST Â Exhibit Â Â Title 99.1 Â Â Third Amendment to the Fifth Amended and Restated Master Services Agreement, dated DecemberÂ 24, 2024, among Brookfield Corporation, Brookfield Renewable Partners L.P., Brookfield Renewable Energy L.P. and others. 99.2 Â Â Rights Agreement, dated DecemberÂ 24, 2024, between Brookfield Corporation and Wilmington Trust, National Association. 99.3 Â Â Registration Rights Agreement, dated DecemberÂ 24, 2024, among Brookfield Corporation, Brookfield Renewable Corporation and Brookfield Renewable Partners L.P. 99.4 Â Â Pairing Agreement, dated DecemberÂ 24, 2024, among Brookfield Renewable Corporation, Brookfield Renewable Holdings Corporation and Brookfield Renewable Partners L.P. 99.5 Â Â Option Agreement, dated DecemberÂ 24, 2024, by and between Brookfield BRP Canada Corp. and Brookfield Renewable Corporation. 99.6 Â Â Option Agreement, dated DecemberÂ 24, 2024, by and between Brookfield BRP Holdings (Canada) Inc. and Brookfield Renewable Corporation. 99.7 Â Â Amended and Restated Equity Commitment Agreement, dated DecemberÂ 24, 2024 among Brookfield BRP Holdings (Canada) Inc., Brookfield Renewable Corporation and Brookfield Renewable Holdings Corporation. 99.8 Â Â Subordinate Credit Agreement, dated DecemberÂ 24, 2024, between Brookfield Renewable Corporation as Borrower and Brookfield BRP Holdings (Canada) Inc. as Lender. 99.9 Â Â First Amending Agreement, dated JuneÂ 1, 2024, to the Amended and Restated Subordinated Credit Agreement between Brookfield BRP Holdings (Canada) Inc. as Borrower and BEP Subco Inc. as Lender. 99.10 Â Â First Amending Agreement, dated JuneÂ 1, 2024, to the Amended and Restated Subordinated Credit Agreement between BEP Subco Inc. as Borrower and Brookfield BRP Holdings (Canada) Inc. as Lender. 99.11 Â Â Voting Agreement, dated DecemberÂ 24, 2024, between Brookfield Corporation and Brookfield Wealth Solutions Ltd. 99.12 Â Â Notice of Articles and Articles of Brookfield Renewable Corporation. 99.13 Â Â Form of Articles of Brookfield Renewable Holdings Corporation. 99.14 Â Â Code of Business Conduct and Ethics. 99.15 Â Â Notice of Change in Corporate Structure of Brookfield Renewable Corporation. SIGNATURES Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. Â Â Â BROOKFIELD RENEWABLE CORPORATION Date: DecemberÂ 27, 2024 Â Â By: Â /s/ Jennifer Mazin Â Â Â Name: Jennifer Mazin Â Â Â Title: General Counsel and Corporate Secretary EX-99.1 2 d168282dex991.htm EX-99.1 EX-99.1 Exhibit 99.1 BROOKFIELD RENEWABLE PARTNERS L.P. THIRD AMENDMENT TO THE FIFTH AMENDED AND RESTATED MASTER SERVICES AGREEMENT THIS AMENDMENT (this â€œAmendmentâ€) to the Fifth Amended and Restated Master Services Agreement dated as of MayÂ 5, 2023, as amended, among Brookfield Corporation, Brookfield Renewable Partners L.P. (â€œBEPâ€) and the other parties thereto (the â€œAgreementâ€) is made as of December 24, 2024 by the undersigned. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. WHEREAS, on the date hereof Brookfield Renewable Holdings Corporation (previously, Brookfield Renewable Corporation) (â€œBEPC Holdingsâ€) has completed a plan of arrangement (the â€œArrangementâ€) pursuant to which, amongst other things, (i)Â public holders of class A exchangeable subordinate voting shares (the â€œOld Exchangeable Sharesâ€) of BEPC Holdings received one (1)Â class A exchangeable subordinate voting share (each, a â€œExchangeable Shareâ€) of Brookfield Renewable Corporation (previously, 1505127 B.C. Ltd.) (â€œNew BEPCâ€) in exchange for each Old Exchangeable Share held and (ii)Â all of the issued and outstanding Old Exchangeable Shares were transferred by New BEPC to BEPC Holdings in exchange for class A.1 exchangeable subordinate voting shares of BEPC Holdings and cancelled; AND WHEREAS, the Exchangeable Shares are structured with the intention of providing holders with an economic return equivalent to the limited partnership units of BEP (â€œBEP Unitsâ€), including identical distributions, and are exchangeable for BEP Units on a one-for-one basis (subject to adjustment) (or for the cash equivalent, at the election of New BEPC) in accordance with the terms of the Exchangeable Shares; AND WHEREAS, the parties desire to amend the Agreement in connection with the Arrangement to reflect the addition of New BEPC as a Service Recipient and make certain other amendments to the terms and conditions of the Agreement as set out herein; NOW THEREFORE, Â 1. Amendments to Article 1 SectionÂ 1.1 is hereby amended by adding the following definitions: 1.1.27.1 â€œClassÂ A.2 Sharesâ€ means class A.2 exchangeable non-voting shares of BEPC Holdings; 1.1.57.1 â€œNew BEPCâ€ means Brookfield Renewable Corporation (previously, 1505127 B.C. Ltd.); SectionÂ 1.1.16 is hereby deleted in its entirety and replaced with the following: 1.1.16 â€œBEPC Holdingsâ€ means Brookfield Renewable Holdings Corporation (previously, Brookfield Renewable Corporation); SectionÂ 1.1.34 is hereby deleted in its entirety and replaced with the following: 1.1.34 â€œExchangeable Sharesâ€ means class A exchangeable subordinate voting shares in the capital of New BEPC; SectionÂ 1.1.81 is hereby deleted in its entirety and replaced with the following: 1.1.81 â€œTotal Capitalization Valueâ€ means, in any Quarter, the sum of (i)Â the Fair Market Value of a Unit multiplied by the number of Units issued and outstanding on the last trading day of the Quarter (assuming full conversion of any limited partnership interests held by any member of the Brookfield Group in BRELP into Units), plus (ii)Â for each class or series of Security (and ensuring no double counting) the Fair Market Value of a Security of such class or series multiplied by the number of Securities of such class or series issued and outstanding on the last trading day of the Quarter (calculated on a fully-diluted basis and, for the avoidance of doubt, assuming full conversion of any ClassÂ A.2 Shares into Exchangeable Shares), plus (iii)Â the principal amount of all debt not captured by paragraph (ii)Â of this SectionÂ 1.1.81 owed by each Service Recipient (excluding for this purpose any Operating Entity) on the last trading day of the Quarter to any Person that is not a member of the BEP Group, which debt has recourse to any Service Recipient, less any amount of cash held by all Service Recipients (excluding for this purpose any Operating Entity) on such day; Â 2. Amendments to Article 7 Article 7.5.3 is hereby deleted in its entirety and replaced with the following: 7.5.3 BEP will reimburse Brookfield for any and all amounts actually paid to the rights agent (i)Â pursuant to the Rights Agreement between Brookfield and Wilmington Trust, National Association, dated as of December 24, 2024 (the â€œRights Agreementâ€), including, but not limited to, in respect of services rendered, out-of-pocket expenses, counsel fees and other disbursements incurred in the administration and execution of the Rights Agreement and the exercise and performance of the rights agentâ€™s duties thereunder, and (ii)Â in respect of any indemnification provided to the rights agent pursuant to the Rights Agreement. Â 3. Amendments to Article 8 SectionÂ 8.2 is hereby deleted in its entirety and replaced with the following: 8.2 Prior to the issuance by New BEPC of any Exchangeable Shares, New BEPC shall obtain the written consent of Brookfield, which consent shall be provided or withheld in Brookfieldâ€™s sole discretion, provided that Brookfield shall deliver its written decision on whether or not to provide such consent within 10 Business Days of receiving a written request from New BEPC, in respect of such issuance. Brookfield shall be entitled to such consent right for as long as Brookfield is a party to the Rights Agreement and the Rights Agreement remains in full force and effect. 4. Effective Date This Amendment shall be effective upon the date first written above. Â 5. Governing Law This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Â 6. General Â Â (a) Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Â Â (b) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one agreement. [Remainder of this page left blank intentionally.] IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written. Â BROOKFIELD CORPORATION By: Â /s/ Swati Mandava Â Name: Swati Mandava Title: Managing Director, LegalÂ & Regulatory BROOKFIELD RENEWABLE PARTNERS L.P., by its general

partner BROOKFIELD RENEWABLE PARTNERS LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President BROOKFIELD RENEWABLE ENERGY L.P., by its general partner, BREP HOLDING L.P., by its general partner, BRP BERMUDA GP LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President BROOKFIELD ASSET MANAGEMENT PRIVATE INSTITUTIONAL CAPITAL ADVISER (CANADA) L.P., by its general partner, BROOKFIELD INFRASTRUCTURE GP ULC By: Â /s/ Carl Ching Â Name: Carl Ching Title: Senior Vice President [Signature Page â€“ BEPC Amendment to the Master Service Agreement] BROOKFIELD GLOBAL RENEWABLE ENERGY ADVISOR LIMITED By: Â /s/ Philippa Elder Â Name: Philippa Elder Title: Director BROOKFIELD PRIVATE CAPITAL (DIFC) LIMITED By: Â /s/ Philippa Elder Â Name: Philippa Elder Title: Director BROOKFIELD CANADA RENEWABLE MANAGER LP, by its general partner, 1388435 B.C. UNLIMITED LIABILITY COMPANY By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD RENEWABLE ENERGY GROUP LLC By: Â /s/ Jennifer Ritchie Â Name: Jennifer Ritchie Title: Senior Vice President [Signature Page â€“ BEPC Amendment to the Master Service Agreement] BROOKFIELD BRP HOLDINGS (CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BRP BERMUDA HOLDINGS I LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President BROOKFIELD BRP CANADA CORP. By: Â /s/ Michael Tebbutt Â Name: Michael Tebbutt Title: Chief Financial Officer By: Â /s/ William Fyfe Â Name: William Fyfe Title: Senior Vice PresidentÂ & Secretary BROOKFIELD BRP HOLDINGS (US) INC. By: Â /s/ Michael Tebbutt Â Name: Michael Tebbutt Title: Chief Financial OfficerÂ & Treasurer [Signature Page â€“ BEPC Amendment to the Master Service Agreement] BROOKFIELD BRP EUROPE HOLDINGS (BERMUDA) LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President BROOKFIELD RENEWABLE POWER PREFERRED EQUITY INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD RENEWABLE PARTNERS ULC By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD POWER US ASSET MANAGEMENT LLC By: Â /s/ Michael Tebbutt Â Name: Michael Tebbutt Title: Chief Financial OfficerÂ & Treasurer [Signature Page â€“ BEPC Amendment to the Master Service Agreement] BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD RENEWABLE HOLDINGS CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary [Signature Page â€“ BEPC Amendment to the Master Service Agreement] EX-99.2 3 d168282dex992.htm EX-99.2 EX-99.2 Exhibit 99.2 BROOKFIELD CORPORATION and WILMINGTON TRUST, NATIONAL ASSOCIATION Rights Agent RIGHTS AGREEMENT Dated as of December 24, 2024 Â Â TABLE OF CONTENTS Â Â Â Â Â Â Â Page Â SectionÂ 1. 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Â Severability Â Â Â 24 Â SectionÂ 21. Â Governing Law; Forum Selection Â Â Â 24 Â SectionÂ 22. Â Counterparts Â Â Â 25 Â SectionÂ 23. Â Descriptive Headings Â Â Â 25 Â SectionÂ 24. Â Term Â Â Â 25 Â SectionÂ 25. Â Administration; Termination Â Â Â 25 Â SectionÂ 26. Â No Waiver; Cumulative Rights Â Â Â 25 Â SectionÂ 27. Â Fractional Units Â Â Â 26 Â SectionÂ 28. Â Book Entry Â Â Â 26 Â Â - i - RIGHTS AGREEMENT This Rights Agreement (this â€œAgreementâ€) is dated as of December 24, 2024 between Brookfield Corporation, a corporation existing under the laws of Ontario, Canada (â€œBNâ€), and Wilmington Trust, National Association (the â€œRights Agentâ€). WHEREAS, on JulyÂ 30, 2020, Brookfield Renewable Partners L.P. (â€œBEPâ€) distributed class A exchangeable subordinate voting shares (the â€œOld ClassÂ A Sharesâ€) of Brookfield Renewable Holdings Corporation (previously, Brookfield Renewable Corporation) (â€œBRHCâ€) to the holders of BEP Units pursuant to a special distribution, and additionally to BN and its subsidiaries, and in connection therewith BN and the Rights Agent entered into a rights agreement dated JulyÂ 30, 2020 (the â€œInitial Rights Agreementâ€); WHEREAS, on December 24, 2024, BRHC effected a plan of arrangement pursuant to which, amongst other things, (i)Â public holders of Old ClassÂ A Shares received one (1)Â class A exchangeable subordinate voting share (each, a â€œClassÂ A Shareâ€) of Brookfield Renewable Corporation (previously, 1505127 B.C. Ltd.) (the â€œCompanyâ€) for each Old ClassÂ A Share held and transferred to the Company and (ii)Â all of the issued and outstanding Old ClassÂ A Shares were cancelled, upon the transfer of such Old ClassÂ A Shares by the Company in exchange for class A.1 exchangeable subordinate voting shares of BRHC, following which the Initial Rights Agreement automatically terminates in accordance with its terms; WHEREAS, certain affiliates of BN became service providers to the Company pursuant to an amendment to the amended and restated master services agreement among BN, BEP, the Company, BRHC and the other parties thereto (the â€œMaster Services Agreementâ€), which amendment became effective as of December 24, 2024; WHEREAS, pursuant to the terms of the Companyâ€™s Articles, each ClassÂ A Shareholder will have the right (the â€œExchange Rightâ€) to require the Company to exchange all or a portion of the ClassÂ A Shares held by such ClassÂ A Shareholder (such ClassÂ A Shares being hereafter referred to as â€œSubject ClassÂ A Sharesâ€ and such exchanging ClassÂ A Shareholder, the â€œExchanging ClassÂ A Shareholderâ€) for the BEP Units Amount or the Cash Amount in accordance with the terms and conditions of the Companyâ€™s Articles; WHEREAS, BEP may, in its sole and absolute discretion (including by means of a standing resolution adopted by the board of directors of the general partner of BEP, which may be amended or withdrawn at any time) elect to satisfy the Companyâ€™s Exchange Right obligation and acquire the Subject ClassÂ A Shares from such Exchanging ClassÂ A Shareholder in exchange for the BEP Units Amount or the Cash Amount, in accordance with the terms and conditions of the Companyâ€™s Articles; WHEREAS, BN is willing to provide for the delivery of the BEP Units Amount or, in its sole election, the Cash Amount to satisfy the ClassÂ A Shareholdersâ€™ Secondary Exchange Right (as hereinafter defined) in the event that, in connection with any Subject ClassÂ A Shares, (i)Â the Company has not satisfied its Exchange Right obligation under the Companyâ€™s Articles by delivering the BEP Units Amount or Cash Amount on the Specified Exchange Date (as hereinafter defined) and (ii)Â BEP has not, upon its election in its sole and absolute discretion, acquired such Subject ClassÂ A Shares from the Exchanging ClassÂ A Shareholder in exchange for the delivery of the BEP Units Amount or the Cash Amount pursuant to the Companyâ€™s Articles on the Specified Exchange Date; WHEREAS, the Rights Agent desires to serve as agent for the ClassÂ A Shareholders with respect to the administration of the Secondary Exchange Rights; and WHEREAS, BN and the Rights Agent desire to set forth their rights and obligations with respect to the Secondary Exchange Rights and the delivery of the BEP Units Amount or, at BNâ€™s sole election, the Cash Amount in satisfaction of the Secondary Exchange Rights. NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows: SectionÂ 1. Certain Definitions. For purposes of this Agreement, the following terms have the meanings indicated: â€œAffiliateâ€ shall have the meaning ascribed thereto in Rule 12b-2 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement, including, for the avoidance of doubt, any future Affiliates. â€œAgreementâ€ shall have the meaning set forth in the recitals. â€œApplicable Proceduresâ€ means, with respect to any transfer of securities that are held through DTC or another Depositary, the rules and procedures of DTC or such other Depositary, as applicable, that apply to such transfer or exchange. â€œBEPâ€ shall have the meaning set forth in the recitals. â€œBEP Unitâ€ shall mean a limited partnership interest in BEP representing a fractional part of all the limited partner interests in BEP as outstanding on the date hereof (or any other class of equity security of BEP into which the limited partnership interests in BEP may be converted after the date hereof), which is designated as a â€œUnitâ€, and shall include any limited partnership interest or other equity interest of BEP or any successor to BEP into which such BEP Unit is converted or for which such Unit is exchanged. â€œBEP Unit Convertibleâ€ shall mean any security, other than the ClassÂ A Shares, convertible into or redeemable for BEP Unit(s), provided such conversion or redemption right is freely and immediately exercisable by the holder thereof at any time, including, for the avoidance of doubt and without

limitation, redemption-exchange units of Brookfield Renewable L.P. â€œBEP Unit Release Priceâ€ shall mean, as of the date of withdrawal of any BEP Unit or BEP Unit Convertible from the Collateral Account, an amount in cash or Cash Equivalents equal to one hundred and fifty percent (150%) of the BEP Unit Value of such BEP Units or the BEP Unit Value of the number of BEP Units into which such BEP Unit Convertible may be converted or redeemed for, as of such date. Â -2- â€œBEP Unit Valueâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œBEP Units Amountâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œBNâ€ shall have the meaning set forth in the recitals. â€œBRHCâ€ shall have the meaning set forth in the recitals. â€œBusiness Dayâ€ shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close. â€œCash Amountâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œCash Equivalentsâ€ shall mean (i)Â securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition, (ii)Â readily marketable direct obligations issued by any state of the United States or any political subdivision of any such state maturing within one year from the date of acquisition thereof and having one of the two highest ratings obtainable from either S&P or Moodyâ€™s, (iii)Â dollar denominated time deposits, certificates of deposit and bankers acceptances of any commercial bank having, or which is the principal banking subsidiary of a bank holding company having, a combined capital and surplus of at least $1,000,000,000 with maturities of not more than one year from the date of acquisition, (iv)Â repurchase obligations with a term of not more than seven (7)Â days for underlying securities of the types described in clause (i)Â above entered into with any bank meeting the qualifications specified in clause (iii)Â above, and (v)Â investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (i)Â through (iv)Â above. â€œClassÂ A Shareholderâ€ shall mean any holder of at least one ClassÂ A Share. â€œClassÂ A Sharesâ€ shall have the meaning set forth in the recitals. â€œClose of Businessâ€ on any given date shall mean 5:00 P.M., New York City time, on such date; provided, however, that if such date is not a Business Day it shall mean 5:00 P.M., New York City time, on the next succeeding Business Day. â€œCollateral Accountâ€ shall have the meaning as provided in SectionÂ 8. â€œCollateral Account Balanceâ€ shall mean the aggregate of the Collateral Account BEP Unit Balance and the Collateral Account Cash Balance. â€œCollateral Account BEP Unit Balanceâ€ shall mean, as of any date, (i)Â the number of BEP Units in the Collateral Account plus (ii)Â the number of BEP Units issuable upon conversion or redemption of BEP Unit Convertibles in the Collateral Account as of such date. Â -3- â€œCollateral Account Cash Balanceâ€ shall mean, as of any date, a number of BEP Units (rounded down to the nearest whole unit) equal to the quotient of (i)Â the aggregate amount of cash and Cash Equivalents in the Collateral Account divided by (ii)Â the BEP Unit Value as of such date; provided that for purposes of SectionÂ 8(d) and SectionÂ 8(e), the Collateral Account Cash Balance shall equal the aggregate amount of cash and Cash Equivalents in the Collateral Account as of such date. â€œCompanyâ€ shall have the meaning set forth in the recitals. â€œCompany Noticeâ€ shall mean a written notice in substantially the form attached hereto as Exhibit D-1 delivered by the Company to the Rights Agent, BEP and BN, with respect to any Subject ClassÂ A Share, stating that (i)Â the Company has not satisfied its obligation under sections 26.12 and 26.14 of the Companyâ€™s Articles with respect to such Subject ClassÂ A Share by delivering the Cash Amount or BEP Units Amount on the applicable Specified Exchange Date and (ii)Â BEP has not, upon its election in its sole and absolute discretion, acquired such Subject ClassÂ A Share from the Exchanging ClassÂ A Shareholder and delivered the BEP Units Amount or Cash Amount in exchange therefor pursuant to section 26.24 of the Companyâ€™s Articles on the Specified Exchange Date. â€œCompanyâ€™s Articlesâ€ means the Articles of Incorporation of the Company in the form attached hereto as Exhibit A, as amended from time to time following the date hereof in accordance with its terms. â€œConversion Factorâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œDepositaryâ€ means a clearing agency registered under the Exchange Act. â€œDTCâ€ means The Depository Trust Company. â€œExchange Actâ€ shall mean the Securities Exchange Act of 1934, as amended. â€œExchange Rightâ€ shall have the meaning set forth in the recitals. â€œExchanging ClassÂ A Shareholderâ€ shall have the meaning set forth in the recitals. â€œExchanging ClassÂ A Shareholder Noticeâ€ shall mean a written notice in substantially the form attached hereto as Exhibit D-2 delivered by a ClassÂ A Shareholder to the Rights Agent and BN and containing a medallion guarantee, with respect to any Subject ClassÂ A Share, that (i)Â the Company has not satisfied its obligation under sections 26.12 and 26.14 of the Companyâ€™s Articles by delivering the BEP Units Amount or Cash Amount on the applicable Specified Exchange Date and (ii)Â BEP has not, upon its election in its sole and absolute discretion, acquired such Subject ClassÂ A Share from the Exchanging ClassÂ A Shareholder and delivered the BEP Units Amount or Cash Amount in exchange therefor pursuant to section 26.24 of the Companyâ€™s Articles on the applicable Specified Exchange Date. â€œMaster Services Agreementâ€ shall have the meaning set forth in the recitals. â€œOld ClassÂ A Sharesâ€ shall have the meaning set forth in the recitals. Â -4- â€œParticipantâ€ means, with respect to a Depositary, a Person who has an account with the Depositary. â€œPersonâ€ shall mean any individual, firm, corporation, partnership, limited partnership, limited liability partnership, business trust, limited liability company, unincorporated association or other entity, and shall include any successor (by merger or otherwise) of such entity. â€œReceived ClassÂ A Share Accountâ€ shall have the meaning as provided in SectionÂ 4(c). â€œRegistered BEP Unitâ€ shall have the meaning set forth in SectionÂ 9. â€œRequired Collateral Account Balanceâ€ shall mean, as of a particular date, a number of BEP Units equal to the product of (i)Â the total number of ClassÂ A Shares outstanding on such date, excluding ClassÂ A Shares owned by BN or its Affiliates, multiplied by (ii)Â the Conversion Factor in effect on such date. â€œRequired Collateral Account Cash Balanceâ€ shall mean, as of a particular date, the product of (i)(a) the Required Collateral Account Balance minus (b)Â the Collateral Account BEP Unit Balance, multiplied by (ii)Â one hundred and twenty-five percent (125%) of the BEP Unit Value as of such date. â€œRights Agentâ€ shall have the meaning set forth in the recitals. â€œSecondary Exchange Rightâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œSecurities Actâ€ shall mean the Securities Act of 1933, as amended. â€œSpecified Exchange Dateâ€ shall have the meaning as provided in the Companyâ€™s Articles. â€œSubject ClassÂ A Sharesâ€ shall have the meaning set forth in the recitals. SectionÂ 2. Appointment of Rights Agent. The Rights Agent is hereby appointed to act as agent for the holders of the Secondary Exchange Rights, as a class and not individually, in accordance with the express terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The obligations of the Rights Agent hereunder shall become effective as of the date hereof. The Rights Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document (including, without limitation, the Companyâ€™s Articles or the ClassÂ A Shares) other than this Agreement, except to the extent that defined terms set forth in the Companyâ€™s Articles are expressly incorporated herein, whether or not an original or a copy of such agreement, instrument, or document has been provided to the Rights Agent; and the Rights Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. Except to the extent that defined terms set forth in the Companyâ€™s Articles are expressly incorporated herein, references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Rights Agent has no duties or obligations with respect thereto. Â -5- SectionÂ 3. Secondary Exchange Rights. (a) The Secondary Exchange Rights are a part of the terms of the ClassÂ A Shares and shall not be transferred or assigned separate or apart from the ClassÂ A Shares. The Secondary Exchange Rights shall not be separately evidenced. Any sale, transfer, assignment or other disposition of a ClassÂ A Share shall also constitute the sale, transfer, assignment or other disposition of the Secondary Exchange Rights associated with such ClassÂ A Share. (b) Physical certificates for ClassÂ A Shares, if any, which become outstanding prior to the Close of Business on the date of termination of this Agreement in accordance with SectionÂ 24 shall have impressed on, printed on, written on or otherwise affixed to them the following legend: This certificate also evidences and entitles the holder hereof to certain Secondary Exchange Rights as set forth in a Rights Agreement between Brookfield Corporation and Wilmington Trust, National Association, as Rights Agent, dated as of December 24, 2024, as it may from time to time be amended or supplemented pursuant to its terms (the â€œAgreementâ€), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal

executive offices of the Company. The Company will mail to the holder of this certificate a copy of the Agreement without charge after receipt of a written request therefor. The Secondary Exchange Rights are a part of the terms of the ClassÂ A Shares and shall not be transferred or assigned separate or apart from the ClassÂ A Shares. Notwithstanding this SectionÂ 3(b), the omission of a legend shall not affect the enforceability of any part of this Agreement or the rights of any holder of the Secondary Exchange Rights. SectionÂ 4. Satisfaction of Secondary Exchange Rights. (a) BN hereby agrees to satisfy, or cause to be satisfied, the obligations with respect to the Secondary Exchange Rights contained in the Companyâ€™s Articles in accordance with the terms of this Agreement in the event that, in connection with any Subject ClassÂ A Share, (i)Â the Company has not satisfied its obligation under sections 26.12 and 26.14 of the Companyâ€™s Articles by delivering the BEP Units Amount or Cash Amount on the applicable Specified Exchange Date and (ii)Â BEP has not, upon its election in its sole and absolute discretion, acquired such Subject ClassÂ A Share from the Exchanging ClassÂ A Shareholder and delivered the BEP Units Amount or Cash Amount in exchange therefor pursuant to section 26.24 of the Companyâ€™s Articles on the applicable Specified Exchange Date. Â -6- (i) In accordance with the Companyâ€™s Articles, the Company is required to deliver a Company Notice, which shall be executed by an authorized signatory identified in Exhibit B-1 attached hereto (which exhibit may be updated by the Company from time to time in the Companyâ€™s reasonable discretion, provided that such update does not adversely affect any ClassÂ A Shareholder or its rights hereunder in any respect), to the Rights Agent and BN on the Specified Exchange Date if the conditions to the exercise of the Secondary Exchange Rights set forth in the immediately preceding sentence with respect to such Subject ClassÂ A Shares have been satisfied, which Company Notice shall set forth the BEP Units Amount and the Cash Amount for such Subject ClassÂ A Shares and any wire transfer or other delivery instructions necessary to permit the Rights Agent to transfer the BEP Units or the Cash Amount to the Exchanging ClassÂ A Shareholder and be in a format that is acceptable to the Rights Agent (determined by the Rights Agent acting reasonably and in good faith). If the Rights Agent shall not have received a signed written notice executed by an authorized signatory identified in Exhibit B-2 attached hereto from BN (which exhibit may be updated by BN from time to time in BNâ€™s reasonable discretion, provided that such update does not adversely affect any ClassÂ A Shareholder or its rights hereunder in any respect) by the Close of Business on the Business Day immediately following the date the Rights Agent received the Company Notice, providing that BN has elected, in BNâ€™s sole discretion, to fund the Cash Amount pursuant to SectionÂ 4(b) below, the Rights Agent shall exchange (in accordance with SectionÂ 4(e) below) such Subject ClassÂ A Shares for a number of BEP Units held in the Collateral Account equal to the BEP Units Amount for such Subject ClassÂ A Shares set forth in such Company Notice and promptly, and in any event within two Business Days following the receipt of the Company Notice and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to SectionÂ 4(c), deliver such BEP Units from the Collateral Account to the Exchanging ClassÂ A Shareholder; provided that if there shall not be enough BEP Units in the Collateral Account to satisfy the BEP Units Amount with respect to one or more of such Subject ClassÂ A Shares, the Rights Agent shall exchange each such Subject ClassÂ A Share for an amount of cash from the Collateral Account equal to the Cash Amount for such Subject ClassÂ A Share and promptly, and in any event within two Business Days of receipt of the Company Notice and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to SectionÂ 4(c), deliver the Cash Amount to the Exchanging ClassÂ A Shareholder. For the avoidance of doubt, if for any given exercise of the Secondary Exchange Rights under this SectionÂ 4 there are not enough BEP Units in the Collateral Account to satisfy the BEP Units Amount with respect to all Subject ClassÂ A Shares subject to such Secondary Exchange Right, the Rights Agent shall not cause any BEP Units to be exchanged with respect to any such Subject ClassÂ A Shares, and shall instead only deliver to the Exchanging ClassÂ A Shareholder the Cash Amount with respect to each such Subject ClassÂ A Share from the Collateral Account. Â -7- (ii) In the event that, in connection with any Subject ClassÂ A Share, (i)Â the Company has not satisfied its obligation under sections 26.12 and 26.14 of the Companyâ€™s Articles by delivering the BEP Units Amount or Cash Amount on the applicable Specified Exchange Date and (ii)Â BEP has not, upon its election in its sole and absolute discretion, acquired such Subject ClassÂ A Share from the Exchanging ClassÂ A Shareholder and delivered the BEP Units Amount or Cash Amount in exchange therefor pursuant to section 26.24 of the Companyâ€™s Articles on the applicable Specified Exchange Date, the Exchanging ClassÂ A Shareholder shall have the right to deliver, or cause to be delivered, an original Exchanging ClassÂ A Shareholder Notice to the Rights Agent and BN, which Exchanging ClassÂ A Shareholder Notice shall set forth the number of such Subject ClassÂ A Shares and any wire transfer or other delivery instructions necessary to permit the Rights Agent to transfer the BEP Units Amount or the Cash Amount to the Exchanging ClassÂ A Shareholder and be in a format that is acceptable to the Rights Agent (determined by the Rights Agent acting reasonably and in good faith). As promptly as practicable and in any event on or prior to the Business Day immediately following the date of such Exchanging ClassÂ A Shareholder Notice, BN shall provide written notice to the Rights Agent, which notice shall (i)Â set forth the BEP Units Amount and the Cash Amount for such Subject ClassÂ A Shares subject to such Exchanging ClassÂ A Shareholder Notice and (ii)Â either (A) provide that BN has elected, in BNâ€™s sole discretion, to fund the Cash Amount pursuant to SectionÂ 4(b) below with respect to such Subject ClassÂ A Shares, or (B)Â instruct the Rights Agent to exchange (in accordance with SectionÂ 4(c), and 4(e) below) each Subject ClassÂ A Share in accordance with this SectionÂ 4(a)(ii), it being understood that BN shall not be obligated to deliver such notice to the Rights Agent if it has determined in good faith that the conditions to the exercise of the Secondary Exchange Right set forth in SectionÂ 4(a) have not been satisfied. Upon receipt of an instruction by BN pursuant to clause (ii)(B) of the immediately preceding sentence and receipt of an original Exchanging ClassÂ A Shareholder Notice and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to SectionÂ 4(c), the Rights Agent shall exchange such Subject ClassÂ A Shares for a number of BEP Units held in the Collateral Account equal to the BEP Units Amount for such Subject ClassÂ A Shares set forth in such BN instructions and, on or prior to the second Business Day following receipt of such instruction from BN and receipt of an original Exchanging ClassÂ A Shareholder Notice, and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to SectionÂ 4(c), deliver such BEP Units from the Collateral Account to the Exchanging ClassÂ A Shareholder; provided that if there shall not be enough BEP Units in the Collateral Account to satisfy the BEP Units Amount with respect to one of more of such Subject ClassÂ A Shares, the Rights Agent shall exchange each such Subject ClassÂ A Share for an amount of cash from the Collateral Account equal to the Cash Amount for such Subject ClassÂ A Share and, on or prior to the second Business Day following receipt of such instruction from BN and receipt of an original Exchanging ClassÂ A Shareholder Notice, and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to SectionÂ 4(c), deliver the Cash Amount to the Exchanging ClassÂ A Shareholder. The Rights Agent shall not take any action under this SectionÂ 4(a)(ii) or otherwise upon receipt of an Exchanging ClassÂ A Shareholder Notice unless BN has instructed the Rights Agent to exchange any Subject ClassÂ A Share for a number of BEP Units or the Cash Amount, as applicable, as set forth in this SectionÂ 4(a)(ii). (b) With respect to any Company Notice or Exchanging ClassÂ A Shareholder Notice, BN shall have the right, in its sole and absolute discretion, to elect that the Rights Agent exchange the Subject ClassÂ A Shares for the Cash Amount for each Subject ClassÂ A Share by providing written notice of such election to the Rights Agent on or prior to the Close of Business on the Business Day immediately following the date the Rights Agent received the Company Notice or Exchanging ClassÂ A Shareholder Notice, as applicable, in accordance with SectionÂ 4(a)(i) and SectionÂ 4(a)(ii), as applicable. In the event that BN shall make the election described in the immediately preceding sentence and there shall not be an amount of cash in the Collateral Account sufficient to exchange any such Subject ClassÂ A Share for the Cash Amount, BN shall deposit an amount of cash into the Collateral Account equal to the Cash Amount with respect to each such Subject ClassÂ A Share simultaneously with the delivery of the written notice set forth in the immediately preceding sentence. In the event that BN shall elect that the Rights Agent exchange the Subject ClassÂ A Shares for the Cash Amount pursuant to this SectionÂ 4(b), the Rights Agent shall deliver the Cash Amount for each Subject ClassÂ A Share from the Collateral Account to the Exchanging ClassÂ A Shareholder on or before the second Business Day following receipt of the written notice of such election from BN and receipt of an original Exchanging Class A Shareholder Notice (only if applicable per SectionÂ 4(a)(ii)) and the Subject ClassÂ A Shares in the Received ClassÂ A Share Account pursuant to

SectionÂ 4(c). Â -8- (c) BN shall establish a non-interest bearing trust account in the name of BN that will be administered by the Rights Agent for purposes of receiving any Subject ClassÂ A Shares exchanged pursuant to this Agreement (the â€œReceived ClassÂ A Share Accountâ€). Such Received ClassÂ A Share Account information is as set forth in Exhibits D-1 and D-2. Any ClassÂ A Shares received by the Rights Agent pursuant to SectionÂ 4(a) or SectionÂ 4(b) shall be delivered to the Received ClassÂ A Share Account. Any ClassÂ A Shares in the Received ClassÂ A Share Account shall be transferable to BN or, at BNâ€™s direction, an Affiliate of BN which was the beneficial owner of the BEP Units transferred to the Exchanging ClassÂ A Shareholder, pursuant to delivery instructions provided by BN to the Rights Agent (which may be standing written instructions), and shall not be delivered into the Collateral Account, and thereafter BN or such Affiliate, as applicable, shall be the beneficial owner of such ClassÂ A Shares with all rights, powers, privileges and preferences appurtenant thereto, including, without limitation, the Exchange Right. Delivery to BN or such Affiliate pursuant to this SectionÂ 4(c) shall be accomplished by the Rights Agent instructing the transfer agent for the ClassÂ A Shares to record the transfer of the ClassÂ A Shares from the Received ClassÂ A Shares Account to, and the ownership thereof by, BN or such Affiliate in accordance with the Applicable Procedures. The Rights Agent shall provide BN with online access to view the Received ClassÂ A Share Account, which online interface shall be kept reasonably up-to-date by the Rights Agent. (d) Notwithstanding anything to the contrary contained in this Agreement, BN shall be entitled to cause any of its Affiliates to take any action required to satisfy BNâ€™s obligations with respect to the Secondary Exchange Rights or otherwise pursuant to this Agreement; provided that nothing other than full and complete payment and performance of such obligations shall relieve BN of such obligations. (e) In connection with an Exchanging ClassÂ A Shareholderâ€™s exercise of the Secondary Exchange Right with respect to any Subject ClassÂ A Shares held through DTC or another Depositary, such Exchanging ClassÂ A Shareholder shall deliver to the Rights Agent such Subject ClassÂ A Shares to the Received ClassÂ A Share Account pursuant to DTCâ€™s or such other Depositaryâ€™s Applicable Procedures. In addition, such Exchanging ClassÂ A Shareholder shall deliver to the Rights Agent via email or other appropriate method of communication on the Business Day prior to the delivery of such Subject ClassÂ A Shares, a copy of such Exchanging ClassÂ A Shareholderâ€™s Exchanging ClassÂ A Shareholder Notice; provided that the Rights Agentâ€™s obligations pursuant to SectionÂ 4(a)(ii) shall not be affected by such Exchanging ClassÂ A Shareholderâ€™s failure to so deliver a copy of such Exchanging ClassÂ A Shareholder Notice if such Exchanging ClassÂ A Shareholderâ€™s original Exchanging ClassÂ A Shareholder Notice is received by the Rights Agent within two Business Days of the date that the Rights Agent receives such Subject ClassÂ A Shares pursuant to DTCâ€™s or another Depositaryâ€™s Applicable Procedures. In connection with any transfer by an Exchanging ClassÂ A Shareholder of any Subject ClassÂ A Shares required by this Agreement which are not held through DTC or another Depositary, such Exchanging ClassÂ A Shareholder shall take all necessary action to cause such Subject ClassÂ A Shares to be delivered to the Received ClassÂ A Share Account. Â -9- SectionÂ 5. Exercise of Rights. The Rights Agent shall cause the BEP Units Amount delivered to any Exchanging ClassÂ A Shareholder pursuant to SectionÂ 4(a) to be delivered to or upon the order of the Exchanging ClassÂ A Shareholder, registered in such name or names as such Exchanging ClassÂ A Shareholder held such Subject ClassÂ A Shares (all as set forth in the Company Notice or the Exchanging ClassÂ A Shareholder Notice, as applicable). SectionÂ 6. Confirmation Procedures. (a) If the BEP Units Amount or the Cash Amount to be delivered pursuant to SectionÂ 4 above is to be delivered in a name other than that in which the Subject ClassÂ A Shares surrendered in exchange therefor are registered in the stock transfer books or ledger of the Company, the BEP Units Amount or the Cash Amount may be delivered to a Person other than the Person in whose name the Subject ClassÂ A Shares so surrendered are registered in the stock transfer books or ledger of the Company only if such Subject ClassÂ A Shares are properly endorsed and otherwise in proper form for surrender and transfer and the Person requesting such delivery has paid to BN (or any agent designated by BN) any transfer taxes reasonably expected to be required by reason of the payment of the BEP Units Amount or the Cash Amount to a Person other than the registered holder of such Subject ClassÂ A Shares, or established to the reasonable satisfaction of BN (or any agent designated by BN) that such transfer taxes have been paid or are otherwise not payable. Upon satisfaction of the condition in the immediately preceding sentence, BN shall instruct the Rights Agent in writing to deliver such BEP Units Amount or Cash Amount to such other Person. Unless the Rights Agent has received such written instruction from BN pursuant to the immediately preceding sentence prior to the delivery by the Rights Agent of the BEP Units Amount or Cash Amount with respect to such Subject ClassÂ A Shares, the Rights Agent shall have no duty or obligation under this SectionÂ 6(a) and shall deliver or cause to be delivered the BEP Units Amount or Cash Amount to the party designated in the Company Notice without further inquiry. (b) All Subject ClassÂ A Shares shall be delivered to the Received ClassÂ A Share Account free and clear of all liens, claims and encumbrances whatsoever, and should any such liens, claims and encumbrances exist or arise with respect to such Subject ClassÂ A Shares, the Exchanging ClassÂ A Shareholder shall not be entitled to exercise its Secondary Exchange Rights with respect to such Subject ClassÂ A Shares. Each Exchanging ClassÂ A Shareholder will pay to BN the amount of any tax withholding due upon the exchange of Subject ClassÂ A Shares pursuant to this Agreement and, in the event BN elects to acquire some or all of the Subject ClassÂ A Shares from the Exchanging ClassÂ A Shareholder in exchange for the Cash Amount in accordance with SectionÂ 4(b), will authorize BN to retain such portion of the Cash Amount as BN reasonably determines is necessary to satisfy its tax withholding obligations. In the event BN elects to acquire some or all of the Subject ClassÂ A Shares from the Exchanging ClassÂ A Shareholder in exchange for the BEP Units Amount, BN may elect to either satisfy the amount of any tax withholding due upon the exchange of Subject ClassÂ A Shares by retaining BEP Units with a fair market value, as reasonably determined by BN in good faith, equal to the amount of such obligation, or satisfy such tax withholding obligation using amounts paid by BN, which amounts shall be treated as a loan by BN to the Exchanging ClassÂ A Shareholder, in each case, unless the Exchanging ClassÂ A Shareholder, at the Exchanging ClassÂ A Shareholderâ€™s election, has paid or has made arrangements satisfactory to BN, in its sole discretion, to pay, the amount of any such tax withholding. BN shall notify the Exchanging ClassÂ A Shareholder within one Business Day following the date of the Company Notice or the Exchanging ClassÂ A Shareholder Notice, as applicable, of BNâ€™s good faith estimate of the amount of any tax withholding due upon the exchange of the Subject ClassÂ A Shares subject to such Company Notice or the Exchanging ClassÂ A Shareholder Notice, provide the Exchanging ClassÂ A Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such withholding, and reasonably cooperate with the Exchanging ClassÂ A Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this SectionÂ 6(b); provided that any determination with respect to the withholding shall be made by BN, in its sole discretion exercised in good faith. Notwithstanding anything to the contrary in this SectionÂ 6(b), in no event shall an Exchanging ClassÂ A Shareholder be subject to withholding both under section 26.19 of the Companyâ€™s Articles and under this SectionÂ 6(b), and any amounts paid or withheld with respect to a Subject ClassÂ A Share pursuant to section 26.19 of the Companyâ€™s Articles shall be credited against and deemed to satisfy the Exchanging ClassÂ A Shareholderâ€™s withholding obligation pursuant to this SectionÂ 6(b). Â -10- SectionÂ 7. BEP Units Record Date. Each former Exchanging ClassÂ A Shareholder who receives the BEP Units Amount upon the exercise of the Secondary Exchange Right with respect to any Subject ClassÂ A Share pursuant to this Agreement shall for all purposes be deemed to have become the owner of the BEP Units representing the BEP Units Amount for which the Secondary Exchange Right with respect to such Subject ClassÂ A Share is exercisable as of the date upon which such ClassÂ A Shareholderâ€™s Subject ClassÂ A Share is duly surrendered in accordance with this Agreement. Prior to such ClassÂ A Shareholderâ€™s surrender of such Subject ClassÂ A Share in accordance with this Agreement, the ClassÂ A Shareholder shall not be entitled to any rights of a holder of such BEP Units for which the Secondary Exchange Right with respect to such Subject ClassÂ A Share shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of BEP with respect to such BEP Units. For the avoidance of doubt, any ClassÂ A Shareholder who receives the Cash Amount in satisfaction of the Secondary Exchange Right with respect to any ClassÂ A Share pursuant to this Agreement shall not be entitled to any rights of a holder of BEP

Units at any time with respect to the BEP Units for which the Secondary Exchange Right with respect to such Subject ClassÂ A Share was exercisable prior to the receipt of such Cash Amount. SectionÂ 8. Collateral Account. (a) BN or one or more Affiliates of BN shall establish one or more non-interest bearing trust accounts in the name of BN or such Affiliates that will be administered by the Rights Agent (together, the â€œCollateral Accountâ€). The Rights Agent shall requisition the BEP Units Amount or the Cash Amount, as applicable, without any further action or approval from BN, for payment to any ClassÂ A Shareholder in accordance with SectionÂ 4(a) or SectionÂ 4(b) in accordance with the terms and conditions set forth in this Agreement. BN shall be responsible for ensuring that the Collateral Account Balance shall at times equal or exceed the Required Collateral Account Balance. Notwithstanding anything to the contrary contained in this SectionÂ 8 and subject to any additional requirements with respect to the Collateral Account Balance contained in this SectionÂ 8, in the event that the Collateral Account Balance shall at any time be less than the Required Collateral Account Balance, including, without limitation, as a result of an adjustment to the Conversion Factor or an increase in the BEP Unit Value, within two Business Days, BN shall, or shall cause an Affiliate to, deposit into the Collateral Account either (i)Â a number of BEP Units or BEP Unit Convertibles or (ii)Â an amount of cash or Cash Equivalents, in an amount necessary to cause the Collateral Account Balance to be at least equal to the Required Collateral Account Balance. The Rights Agent shall have no duty or obligation to calculate the Required Collateral Account Balance, determine the Conversion Factor, determine if the Collateral Account Balance equals or exceeds the Required Collateral Account Balance, or determine the amounts necessary to cause the Collateral Account Balance to equal or exceed the Required Collateral Account Balance. BN covenants and agrees that it will take all action within its control (including making requests of third parties and enforcing any contractual rights and/or obligations) to convert or redeem any BEP Unit Convertibles if necessary to satisfy any ClassÂ A Shareholderâ€™s Secondary Exchange Right in accordance with this Agreement, and any delivery of a BEP Units Amount pursuant to this Agreement shall be made in the form of BEP Units and not, for the avoidance of doubt, in the form of BEP Unit Convertibles. To the extent that conversion or redemption of a BEP Unit Convertible results in the imposition of any fees, payments, premiums or penalties, such fees, payments, premiums or penalties shall be borne by BN, or its applicable Affiliates, and shall either be satisfied directly by BN or such Affiliates or shall be deemed to reduce the Collateral Account Balance. BN shall keep the Rights Agent informed of the Collateral Account Balance and the Required Collateral Account Balance in writing on a regular basis, and shall inform the Rights Agent in writing within two Business Days of any change in the Collateral Account Balance or the Required Collateral Account Balance for any reason, including as a result of an adjustment to the Conversion Factor or an increase in the BEP Unit Value. Any cash held in the Collateral Account or otherwise hereunder shall be held uninvested. Â -11- (b) Prior to or substantially concurrently with the issuance of any ClassÂ A Shares by the Company, BN shall, or cause an Affiliate of BN to, deposit BEP Units or BEP Unit Convertibles into the Collateral Account such that, after taking into account the number of BEP Units issued or issuable upon conversion or redemption of such BEP Unit Convertibles, the number of BEP Units deposited into the Collateral Account shall be equal to the product of (i)Â the number of such ClassÂ A Shares issued (excluding any shares issued to BN or its Affiliates) multiplied by (ii)Â the Conversion Factor. The Rights Agent shall have no duty or obligation to calculate the Conversion Factor, to determine the number of ClassÂ A Shares issued, or to determine the number of BEP Units or BEP Unit Convertibles necessary to equal the product of (i)Â the number of such ClassÂ A Shares issued (excluding any shares issued to BN or its Affiliates) multiplied by (ii)Â the Conversion Factor. (c) Except as set forth in this SectionÂ 8(c), BN and its Affiliates shall not be entitled to withdraw any BEP Unit or BEP Unit Convertible from the Collateral Account. (i) In the event that the Collateral Account Balance shall exceed the Required Collateral Account Balance, either as a result of a change in the Conversion Factor or a decrease in the number of ClassÂ A Shares (excluding ClassÂ A Shares owned by BN or its Affiliates) outstanding, BN or an Affiliate of BN shall be entitled to withdraw (pursuant to a written instruction from BN to the Rights Agent) from the Collateral Account a number of BEP Units, or BEP Unit Convertibles that are convertible into or redeemable for a number of BEP Units, up to an amount equal to (i)Â the Collateral Account Balance minus (ii)Â the Required Collateral Account Balance. The Rights Agent shall be entitled to conclusively and exclusively rely upon such written instruction from BN in accordance with this SectionÂ 8(c)(i) without liability or further inquiry. Â -12- (ii) BN, or any Affiliate of BN, shall be permitted to withdraw from the Collateral Account a BEP Unit, or the number of BEP Unit Convertibles that are convertible into or redeemable for a BEP Unit, upon the deposit by BN or any Affiliate of BN of the BEP Unit Release Price with respect to such BEP Unit, or the number of BEP Unit Convertibles that are convertible into or redeemable for such BEP Unit, in the Collateral Account. (d) If at any time the Collateral Account Cash Balance shall be less than the Required Collateral Account Cash Balance, BN shall, or shall cause its Affiliates to, within two Business Days, deposit cash or Cash Equivalents (pursuant to a written instruction from BN to the Rights Agent and as selected by BN) in an amount necessary to cause the Collateral Account Cash Balance to be at least equal to the Required Collateral Account Cash Balance. (e) Except as set forth in this SectionÂ 8(e), BN and its Affiliates shall not be entitled to withdraw any cash or Cash Equivalents from the Collateral Account. (i) If at any time the Collateral Account Cash Balance shall be greater than one hundred and twenty percent (120%) of the Required Collateral Account Cash Balance, either as a result of a change in the Conversion Factor or a decrease in the number of ClassÂ A Shares (excluding ClassÂ A Shares owned by BN or its Affiliates) outstanding, BN or its Affiliates shall be permitted to withdraw (pursuant to a written instruction from BN to the Rights Agent) cash or Cash Equivalents in an amount not to exceed the excess of (i)Â the Collateral Account Cash Balance minus (ii)Â one hundred and twenty percent (120%) of the Required Collateral Account Cash Balance. The Rights Agent shall be entitled to conclusively and exclusively rely upon such written instruction from BN in accordance with this SectionÂ 8(e)(i) without liability or further inquiry. (ii) Upon the deposit in the Collateral Account of a number of BEP Units, or of BEP Unit Convertibles that are convertible into or redeemable for such number of BEP Units, BN, or an Affiliate of BN, shall be permitted to withdraw (pursuant to a written instruction from BN to the Rights Agent) cash or Cash Equivalents from the Collateral Account in an amount equal to the aggregate BEP Unit Value of such number of BEP Units, or of the number of BEP Units issuable upon the conversion or redemption of such BEP Unit Convertibles, as applicable. (f) For the avoidance of doubt, BN, or its applicable Affiliates, shall remain the beneficial owner of any BEP Units or BEP Unit Convertibles deposited by BN or such Affiliates into the Collateral Account for so long as such BEP Units or BEP Unit Convertibles remain in the Collateral Account, and shall hold all of the rights, powers, privileges and preferences appurtenant to such BEP Units or BEP Unit Convertibles, including, without limitation, the right to distributions on such BEP Units or BEP Unit Convertibles. In the event that the Collateral Account consists of more than one account and (i)Â the Rights Agent has not received written instructions from BN as to which account to use for any specific transaction described in this SectionÂ 8 or (ii)Â there shall not be an amount within the account designated by BN to satisfy any applicable BEP Units Amount or Cash Amount to be delivered pursuant to this Agreement, in such cases the Rights Agent shall follow an order of account priority, to be provided in writing by BN upon the establishment each new account, when determining which account to use for any of the transactions described in this SectionÂ 8. BN also covenants and agrees that it will take all action within its control to ensure that any transfer agent of the BEP Unit certificates and ClassÂ A Shares will comply with the Rights Agentâ€™s instructions in carrying out the purposes of this Agreement. BN shall provide the Rights Agent with all necessary information and contact details for each transfer agent for the BEP Unit certificates and ClassÂ A Shares. The Rights Agent shall have no liability for the failure of any transfer agent to facilitate or effect any transfers contemplated hereby, or for any delay in doing so, or for the failure of BN of its obligations under this SectionÂ 8(f). Prior to any transfer contemplated by this Agreement, BN shall instruct the transfer agents for any BEP Unit certificates and ClassÂ A Shares to follow the instructions of the Rights Agent in connection with any exchange of ClassÂ A Shares for BEP Units as set forth herein. Â -13- (g) In connection with any transfer by BN of BEP Units or BEP Unit Convertibles into the Collateral Account required by this Agreement which are held through DTC or another Depositary, BN shall deliver to the Rights Agent such BEP Units or BEP Unit Convertibles to the Collateral Account pursuant to DTCâ€™s or such other Depositaryâ€™s Applicable Procedures. In connection with any transfer by BN of BEP Units or BEP Unit Convertibles into the Collateral Account required by this Agreement which are not held through DTC or another Depositary, BN shall take all necessary

action to cause such BEP Units or BEP Unit Convertibles to be delivered to the Collateral Account. SectionÂ 9. Registration of BEP Unit Resales. In the event that a shelf registration statement, prospectus or Prospectus Exemption (as defined below) registering or exempting, as applicable, the transfer of BEP Units (including BEP Units that are issuable upon conversion of or redemption for BEP Unit Convertibles in the Collateral Account) from the Collateral Account to an Exchanging ClassÂ A Shareholder (or to such other Person as may be entitled thereto pursuant to the terms of this Agreement) has, at any time, not been effective for five (5)Â consecutive Business Days, BN shall, or shall cause an Affiliate of BN to, deposit in the Collateral Account an amount of cash or Cash Equivalents equal to the BEP Unit Release Price for all BEP Units held in the Collateral Account (including BEP Units that are issuable upon conversion of for redemption for BEP Unit Convertibles in the Collateral Account) that cease to be Registered BEP Units (as defined below) as a result thereof, within five (5)Â Business Days; provided, however, for the avoidance of doubt, no such deposit is required to the extent all of the BEP Units in the Collateral Account, including BEP Units that are issuable upon conversion of or redemption for BEP Unit Convertibles in the Collateral Account, and the transfer of such BEP Units (including BEP Units that are issuable upon conversion of or redemption for BEP Unit Convertibles in the Collateral Account) from the Collateral Account to an Exchanging ClassÂ A Shareholder (or to such other Person as may be entitled thereto pursuant to the terms of this Agreement) are (i)Â registeredÂ under the Securities Act pursuant to an effective shelf registration statement with the Securities and Exchange Commission and (ii)Â qualified for distribution by BN to Exchanging ClassÂ A Shareholders under the securities laws applicable in each of the provinces and territories of Canada through the filing of a prospectus (or exempt from the applicable prospectus requirements in such jurisdictions (a â€œProspectus Exemptionâ€)) (each BEP Unit so registered, including BEP Units that are issuable upon conversion of or redemption for BEP Unit Convertibles in the Collateral Account, a â€œRegistered BEP Unitâ€). The Rights Agent shall have no duty or obligation (and no liability) to determine if any BEP Unit, including BEP Units that are issuable upon conversion of or redemption for BEP Unit Convertibles, or any BEP Unit Convertible held in the Collateral Account or transferred to an Exchanging ClassÂ A Shareholder is a Registered BEP Unit freely transferable under the U.S. federal securities laws or the laws applicable in each of the provinces and territories of Canada. Â -14- SectionÂ 10. Concerning BN. (a) BN agrees that any ClassÂ A Shareholder may at any time and from time to time, without notice to or further consent of BN, extend the time of payment of the Exchange Rights or Secondary Exchange Rights, and may also make any agreement with the Company, BEP, or any other Person, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between a ClassÂ A Shareholder, on the one hand, and the Company, BEP or any such other Person, on the other hand, it being understood that no such action shall impair, affect, alter or increase BNâ€™s obligations under this Agreement or affect the validity or enforceability of this Agreement. (b) BN agrees that its obligations hereunder shall in no way be terminated, affected or impaired by reason of (a)Â the assertion by any ClassÂ A Shareholder of any rights or remedies which it may have under or with respect to this Agreement or against any Person obligated hereunder, (b)Â any ClassÂ A Shareholderâ€™s failure to exercise, or delay in exercising, any such right or remedy or any right or remedy such ClassÂ A Shareholder may have hereunder, (c)Â any change in the structure or ownership of the Company, (d)Â any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company, BEP or any other Person, (e)Â the existence of any claim, set-off or other right that BN may have at any time against the Company, BEP or any of their respective Affiliates, whether in connection with the Exchange Right, the Secondary Exchange Rights or otherwise; (f)Â the validity or enforceability of the Exchange Right; or (g)Â any other circumstance whatsoever which constitutes, or might be construed to constitute, an equitable or legal discharge of the Company with respect to the Exchange Right, in bankruptcy or any other instance, other than as provided herein. (c) To the fullest extent permitted by applicable law, BN hereby expressly waives any and all rights or defenses arising by reason of any applicable law which would otherwise require any election of remedies by any ClassÂ A Shareholder. BN waives promptness, diligence, notice of the acceptance of this Agreement and of the Exchange Right, all defenses that may be available by virtue of any valuation, stay, moratorium law or other similar applicable law now or hereafter in effect, any right to require the marshalling of assets of the Company or any other Person, and all suretyship defenses generally. BN acknowledges that it will receive substantial direct and indirect benefits from the Master Services Agreement and that this Agreement, including specifically the waivers set forth in this Agreement, is knowingly made in contemplation of such benefits and after the advice of counsel. (d) BN hereby unconditionally waives any rights that it may now have or hereafter acquire against the Company or its subsidiaries that arise from the existence, payment, performance, or enforcement of BNâ€™s obligations under or in respect of this Agreement, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification. Â -15- (e) BN hereby represents and warrants that: (i) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action, and do not contravene any provision of BNâ€™s organizational documents or any applicable law, order, judgment or contractual restriction binding on BN or its assets; (ii) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental entity necessary for the due execution, delivery and performance of this Agreement by BN have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental entity is required in connection with the execution, delivery or performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of the BN enforceable against BN in accordance with its terms, subject to (i)Â the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar applicable laws affecting creditorsâ€™ rights generally, and (ii)Â general equitable principles (whether considered in a proceeding in equity or at law); and (iv) as of the date hereof, BN has the financial capacity to pay and perform its obligations under this Agreement. SectionÂ 11. Rights of Action. All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under SectionÂ 12 hereof, are vested in the ClassÂ A Shareholders; and any ClassÂ A Shareholder may, without the consent of the Rights Agent or of any other ClassÂ A Shareholder, on such holderâ€™s own behalf and for such holderâ€™s own benefit, enforce, and may institute and maintain any suit, action or proceeding against BN to enforce, or otherwise act in respect of, such holderâ€™s right to exercise the Secondary Exchange Rights and the ClassÂ A Shareholdersâ€™ rights under this Agreement, in each case in the manner provided in the Companyâ€™s Articles and in this Agreement. Without limiting the foregoing or any remedies available to the ClassÂ A Shareholders, it is specifically acknowledged that the ClassÂ A Shareholders would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement. BN agrees to pay all expenses, including all reasonable and documented third party costs and out-of-pocket expenses (including reasonable fees of counsel), actually paid or incurred by such ClassÂ A Shareholder in enforcing any of such ClassÂ A Shareholderâ€™s rights hereunder or otherwise relating to any litigation or other proceeding brought by such ClassÂ A Shareholder to enforce such ClassÂ A Shareholderâ€™s rights hereunder, if such ClassÂ A Shareholder prevails in such litigation or proceeding. Â -16- SectionÂ 12. Concerning the Rights Agent. (a) BN agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder in accordance with Exhibit C attached hereto and, from time to time, on demand of the Rights Agent, its reasonable and documented out-of-pocket expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. BN also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, or expense, incurred without gross negligence, or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim or liability in connection therewith. The indemnification provided for hereunder shall survive the expiration of the Secondary Exchange Rights and the termination of this Agreement. The costs and expenses of enforcing this right of indemnification shall also be paid by BN. The Rights Agent shall have no right of set-off against any funds in the Collateral Account with respect to any amounts owed to the Rights Agent by BN hereunder. (b) The Rights Agent may conclusively rely upon and shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this

Agreement in reliance upon any instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document reasonably believed by it, in good faith, to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons, or otherwise upon the advice of legal counsel to the Rights Agent (who may be an employee of the Rights Agent or outside legal counsel for the Rights Agent). Notwithstanding anything in this Agreement to the contrary, in no event shall the Rights Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Rights Agent has been advised of the likelihood of such loss or damage and regardless of the form of the action. SectionÂ 13. Merger or Consolidation or Change of Name of Rights Agent. Any Person into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any Person resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any Person succeeding to the corporate trust business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such Person would be eligible for appointment as a successor Rights Agent under the provisions of SectionÂ 15 hereof. The acquisition of substantially all of the Rights Agentâ€™s assets employed in the exercise of corporate trust powers shall be deemed to be a merger or consolidation for purposes of this SectionÂ 13. Â -17- SectionÂ 14. Duties of Rights Agent. The Rights Agent undertakes the duties and obligations expressly set forth in this Agreement which shall be deemed purely ministerial in nature and no implied duties or obligations shall be read into this Agreement against the Rights Agent. Under no circumstances will the Rights Agent be deemed to be a fiduciary to BN, the Company, any ClassÂ A Shareholder or any other person under this Agreement. The Rights Agent will not be responsible or liable for the failure of BN, the Company, BEP, any transfer agent, any ClassÂ A Shareholder or any other person to perform in accordance with this Agreement. The Rights Agent shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. The permissive rights of the Rights Agent to do things enumerated herein shall not be construed as a duty and, with respect to such permissive rights (if any), the Rights Agent shall not be answerable for other than its gross negligence or willful misconduct. The Rights Agent shall perform those duties and obligations upon the following terms and conditions: (a) Before the Rights Agent acts or refrains from acting, it may consult with legal counsel (who may be an employee of the Rights Agent or outside legal counsel for the Rights Agent), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion. (b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized signatory of BN identified in Exhibit B-2 attached hereto (which exhibit may be updated by BN from time to time in BNâ€™s reasonable discretion, provided that such update does not adversely affect any ClassÂ A Shareholder or its rights hereunder in any respect) and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate. (c) The Rights Agent shall be liable hereunder only for its own gross negligence, or willful misconduct. The Rights Agent shall not be liable, directly or indirectly, for any special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Rights Agent has been advised of the possibility of such losses or damages and regardless of the form of action. (d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Companyâ€™s Articles or be required to verify the same. (e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent); nor shall it be responsible for any breach by BN of any covenant or condition contained in this Agreement; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any BEP Units to be issued pursuant to this Agreement or as to whether any BEP Units will, when so issued, be validly authorized and issued, fully paid and nonassessable. Â -18- (f) BN agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement. (g) The Rights Agent is hereby authorized and directed to accept (and shall be entitled to conclusively and exclusively rely upon, without further inquiry) instructions with respect to the performance of its duties hereunder from any Person reasonably believed by the Rights Agent to be one of the authorized signatories of BN listed on Exhibit B-2 attached hereto (which exhibit may be updated by BN from time to time in BNâ€™s reasonable discretion, provided that such update does not adversely affect any ClassÂ A Shareholder or its rights hereunder in any respect), and to apply to such Persons for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with instructions of any such officer. Without limiting the generality of the foregoing, whenever the Rights Agent is unable to decide between alternative courses of action permitted or required by the terms of this Agreement, or in the event that the Rights Agent is unsure as to the application of any provision of this Agreement or believes any such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Agreement permits any determination or discretion by the Rights Agent or is silent or is incomplete as to the course of action that the Rights Agent is required to take with respect to a particular set of facts, the Rights Agent shall promptly give notice (in such form as shall be appropriate under the circumstances) to BN requesting instruction as to the course of action to be adopted, and to the extent the Rights Agent acts in good faith in accordance with any written instructions received from BN the Rights Agent shall not be liable on account of such action to any person. If the Rights Agent shall not have received appropriate instruction within ten (10)Â days of such notice (or such shorter period as reasonably may be specified in such notice or as may be necessary under the circumstances) it shall be entitled to take no action and shall give prompt written notice of its decision not to take action to BN, to the Company, and to any Exchanging ClassÂ A Shareholder that may be affected by such decision not to take action. Any application by the Rights Agent for written instructions from BN may, at the option of the Rights Agent, set forth in writing any action proposed to be taken or omitted by the Rights Agent under this Agreement and the date on or after which such action shall be taken or such omission shall be effective. The Rights Agent shall not be liable for any action taken by, or omission of, the Rights Agent in accordance with a proposal included in any such application on or after the date specified in such application unless, prior to taking any such action (or the effective date in the case of an omission), the Rights Agent shall have received, in response to such application, written instructions with respect to the proposed action or omission specifying a different action to be taken or omitted. (h) To the extent permitted by applicable law, the Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the ClassÂ A Shares or other securities of the Company or become pecuniarily interested in any transaction in which BN or the Company may be interested, or contract with or lend money to BN or the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for BN, the Company or for any other Person. Â -19- (i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to BN or the ClassÂ A Shareholders resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof. (j) No provision of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability (other than expenses and overhead incurred in the ordinary course by the Rights Agentâ€™s performance under this Agreement) in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably

assured to it. (k) Other than with respect to a Company Notice, Exchanging ClassÂ A Shareholder Notice, BN instruction, or deposit of ClassÂ A Shares in the Received ClassÂ A Share Account in accordance with SectionÂ 4, the Rights Agent shall not be required to take notice or be deemed to have notice of any fact, event or determination under this Agreement unless and until the Rights Agent shall be specifically notified in writing by BN of such fact, event or determination. (l) The Rights Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Rights Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances. (m) The Rights Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder in accordance with the terms of this Agreement and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Rights Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. (n) Unless subject to reimbursement by BN pursuant to SectionÂ 12(a) or reasonably necessary in order for the Rights Agent to perform its express obligations hereunder in accordance herewith, notwithstanding anything contained herein or elsewhere to the contrary, the Rights Agent shall not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action will (x)Â require the Rights Agent in its individual capacity to obtain the consent, approval, authorization or order of or the giving of notice to, or the registration with, or taking of any action in respect of, any state or other governmental authority or agency other than the State of Delaware; (y)Â result in any fee, tax or other governmental charge under the laws of any jurisdiction other than the State of Delaware becoming payable by the Rights Agent in its individual capacity, or (z)Â subject the Rights Agent in its individual capacity to personal jurisdiction in any jurisdiction other than the State of Delaware for causes of action arising from acts unrelated to the consummation of the transactions by the Rights Agent contemplated hereby. Â -20- (o) The right of the Rights Agent to perform any discretionary act (if any) enumerated in this Agreement shall not be construed as a duty. (p) Neither the Rights Agent nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the BN, the Company, or any other Person referenced herein, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by any such Persons. The Rights Agent may assume performance by all such Persons of their respective obligations. The Rights Agent shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person. (q) In the event that any assets held hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting such assets, the Rights Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Rights Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other Person, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. (r) If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Agreement, or the Rights Agent is in doubt as to the action to be taken hereunder, the Rights Agent may, at its option, after sending written notice of the same to BN, refuse to act until such time as it (a)Â receives a final non-appealable order of a court of competent jurisdiction directing delivery of the assets held hereunder or (b)Â receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Rights Agent, directing delivery of such assets. The Rights Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Rights Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Rights Agent will be relieved of all liability as to the assets held hereunder and will be entitled to recover reasonable and documented out-of-pocket attorneysâ€™ fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. (s) The Rights Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the assets held hereunder, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. (t) Notwithstanding anything to the contrary herein, the Rights Agent shall have no duty to prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Agreement or any income earned thereon, except for the delivery and filing of tax information reporting forms required to be delivered and filed with the Internal Revenue Service. Â -21- SectionÂ 15. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 daysâ€™ notice in writing mailed to BN and the Company and to each transfer agent of the ClassÂ A Shares and the BEP Units by registered or certified mail. BN may remove the Rights Agent or any successor Rights Agent upon 30 daysâ€™ notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the ClassÂ A Shares and the BEP Units by registered or certified mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, BN shall appoint a successor to the Rights Agent. If BN shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by a ClassÂ A Shareholder, then any ClassÂ A Shareholder may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by BN or by such a court, shall be a corporation organized and doing business under the laws of the United States or of any state of the United States, in good standing, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least $100Â million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, including, without limitation, the Collateral Account, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment BN shall file notice thereof in writing with the predecessor Rights Agent, the Company, and each transfer agent of the ClassÂ A Shares and the BEP Units. Failure to give any notice provided for in this SectionÂ 15, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be. SectionÂ 16. Notices. Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by any Exchanging ClassÂ A Shareholder, other ClassÂ A Shareholder, or other holder of a Secondary Exchange Right, to or on BN shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows: Brookfield Corporation Brookfield Place, Suite 100 181 Bay Street, P.O. Box 762 Toronto, Ontario, Canada M5J 2T3 Attention: Chief Legal Officer Â -22- Subject to the provisions of SectionÂ 15 hereof, any notice or demand authorized by this Agreement to be given or made by BN or by any Exchanging ClassÂ A Shareholder, other ClassÂ A Shareholder, or other holder of a Secondary Exchange Right to or on the Rights Agent shall be sufficiently given or made if sent by registered or certified mail and shall be deemed given upon receipt and, addressed (until another address is filed in writing with BN) as follows: Wilmington Trust, National Association Attn: Joseph Clark 50 South Sixth Street â€“ Suite 1290 Minneapolis, MN 55402 Phone: (212) 941-4439 Email: jhclark@wilmingtontrust.com Notices or demands authorized by this Agreement to be given or made by BN or the Rights Agent to any ClassÂ A Shareholder shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such holder at

the address of such holder as shown on the registry books of the Company or the transfer agent for the ClassÂ A Shares. SectionÂ 17. Supplements and Amendments. BN may from time to time, and the Rights Agent shall, if BN so directs, supplement or amend this Agreement without the approval of any ClassÂ A Shareholder in order to cure any ambiguity, to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, to make modifications necessary to reflect changes in applicable law, including, without limitation, tax law, or to make any other change, in each case, provided that such change, amendment, modification or supplementation does not adversely affect any ClassÂ A Shareholder or its rights hereunder in any respect. Except (i)Â as set forth in the immediately preceding sentence, (ii)Â with respect to amendments or modifications to this Agreement that would reasonably be expected to impact the economic equivalence of a ClassÂ A Share with a BEP Unit or (iii)Â as otherwise contemplated by SectionÂ 4(a)(i) or SectionÂ 14(b) with respect to updates to Exhibits B-1 and B-2, any amendment or modification to this Agreement shall require (a)Â pursuant to a consent request duly conducted by, and at the expense of, BN or (b)Â at a duly called annual or special meeting of the Companyâ€™s shareholders, the affirmative consent or vote, as applicable, of holders of at least two-thirds of the outstanding ClassÂ A Shares not held by BN, BEP or their controlled Affiliates, voting as a class, and the approval of a majority of the independent directors (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) of the Company. Any amendment or modification to this Agreement that would reasonably be expected to impact the economic equivalence of a ClassÂ A Share with a BEP Unit shall require (i)Â at a duly called annual or special meeting of the Companyâ€™s shareholders, the affirmative consent or vote, as applicable, of holders of a majority of the outstanding ClassÂ A Shares not held by BN, BEP or their controlled Affiliates, voting as a class, or (ii)Â in the event that there is more than one independent director of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) who does not also serve on the board of the general partner of BEP (each a â€œnon-overlapping directorâ€), the approval of a majority of such non-overlapping directors. Any supplement or amendment authorized by this SectionÂ 17 shall be evidenced by a writing signed by BN and the Rights Agent. Notwithstanding anything in this Agreement to the contrary, no supplement or amendment that changes the rights and duties of the Rights Agent under this Agreement will be effective against the Rights Agent without the execution of such supplement or amendment by the Rights Agent. In executing any amendment or supplement contemplated hereby, the Rights Agent shall be provided with, and shall be entitled to conclusively and exclusively rely upon, an opinion of counsel (which may be counsel to BN) stating that the execution of such amendment or supplement is authorized or permitted by this Agreement and all conditions precedent to the execution and delivery thereof have been duly satisfied or waived. Â -23- SectionÂ 18. Successors. All the covenants and provisions of this Agreement by or for the benefit of BN or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder. SectionÂ 19. Benefits of this Agreement; Entire Agreement. Nothing in this Agreement shall be construed to give to any Person other than BN, the Rights Agent and the ClassÂ A Shareholders any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of BN, the Rights Agent and the ClassÂ A Shareholders. This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. SectionÂ 20. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. SectionÂ 21. Governing Law; Forum Selection. This Agreement and the Secondary Exchange Rights issued hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Each party to this Agreement irrevocably and unconditionally agrees that any action, suit or proceeding arising out of this Agreement, and all the rights and obligations governed by this Agreement, including the rights of the ClassÂ A Shareholders in accordance with SectionÂ 11, shall be brought and determined exclusively in the Delaware Court of Chancery or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware, or, if both the Delaware Court of Chancery and the federal courts within the State of Delaware decline to accept jurisdiction over a particular matter, any other state court within the State of Delaware, and, in each case, any appellate court therefrom. No action, suit or proceeding relating thereto shall be commenced in any other court. Service of any process, summons, notice or document if delivered or made pursuant to SectionÂ 16 shall be effective service of process for any action, suit or proceeding. Each party to this Agreement hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the aforementioned courts and hereby further irrevocably and unconditionally waives all claims, and agrees not to plead or claim in any such court, that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. Â -24- SectionÂ 22. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. SectionÂ 23. Descriptive Headings. The table of contents and descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. SectionÂ 24. Term Subject to SectionÂ 25, this Agreement shall continue until JulyÂ 30, 2027 and automatically renew for successive periods of two years unless BN provides the Rights Agent with written notice of termination at least 60 days prior to the expiry of the applicable Term. SectionÂ 25. Administration; Termination. This Agreement shall terminate on the earliest to occur of (i)Â the first Business Day where there shall be no ClassÂ A Shares outstanding, other than ClassÂ A Shares owned by BN or its Affiliates, (ii)Â (a) pursuant to a consent request duly conducted by, and at the expense of, BN or (b)Â at a duly called annual or special meeting of the Companyâ€™s shareholders, the affirmative consent or vote, as applicable, of holders of at least two-thirds of the outstanding ClassÂ A Shares not held by BN, BEP or their controlled Affiliates, voting as a class, and the approval of a majority of the independent directors (within the meaning of the listing standards of the securities exchange on which the Companyâ€™s securities may then be listed) of the Company, and (iii)Â termination in accordance with SectionÂ 24. BN shall provide the Rights Agent with written notice of the termination of this Agreement pursuant to section (i)Â or (ii) above. SectionÂ 26. No Waiver; Cumulative Rights. No failure on the part of any ClassÂ A Shareholder to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any ClassÂ A Shareholder of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder by such ClassÂ A Shareholder or any other ClassÂ A Shareholder. Each and every right, remedy and power hereby granted to the ClassÂ A Shareholders shall be cumulative and not exclusive of any other right, remedy or power, and may be exercised by any ClassÂ A Shareholder at any time or from time to time. Â -25- SectionÂ 27. Fractional Units. ClassÂ A Shareholders holding a number of Subject ClassÂ A Shares which would entitle such holders to receive less than one whole BEP Unit pursuant to this Agreement shall receive cash in lieu of fractional units. Fractional BEP Units shall not be distributed to ClassÂ A Shareholders or credited to book-entry accounts. With respect to any delivery of BEP Units to a ClassÂ A Shareholder under this Agreement, BN shall promptly instruct the transfer agent for the BEP Units to, as soon as practicable, (a)Â determine the number of whole BEP Units and fractional BEP Units allocable to each holder of record or beneficial owner of ClassÂ A Shares entitled to receive BEP Units at such time, (b)Â aggregate all such fractional units into whole BEP Units

and sell the whole BEP Units obtained thereby in open market transactions, in each case, at then-prevailing trading prices on behalf of holders who would otherwise be entitled to fractional BEP Units, and (c)Â distribute to each such holder, or for the benefit of each such beneficial owner, such holder or ownerâ€™s ratable share of the net proceeds of such sale, based upon the average gross selling price per BEP Unit after making appropriate deductions for any amount required to be withheld for tax purposes and any brokerage fees incurred in connection with these sales of fractional BEP Units. Neither BN nor the Rights Agent will guarantee any minimum sale price for the fractional BEP Units. Neither BN nor the Rights Agent will pay any interest on the proceeds from the sale of fractional BEP Units. The transfer agent of the BEP Units acting on behalf of the applicable party will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional BEP Units and to determine when, how and at what price to sell such units, provided that neither the transfer agent nor the broker-dealers through which the aggregated fractional BEP Units are sold shall be Affiliates of BN. SectionÂ 28. Book Entry. Reference in this Agreement to certificates for ClassÂ A Shares or BEP Units shall include, in the case of uncertificated shares or units, the balances indicated in the book-entry account system of the transfer agent for the ClassÂ A Shares or BEP Units, as applicable. Any legend required to be placed on any certificates for ClassÂ A Shares or BEP Units may instead be included on any book-entry confirmation or notification to the registered holder of such ClassÂ A Shares or BEP Units. Â -26- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the day and year first above written. Â Brookfield Corporation By: Â /s/ Swati Mandava Â Name: Title: Â Swati Mandava Managing Director, Legal and Regulatory Wilmington Trust, National Association as Rights Agent By: Â /s/ Joseph Clark Â Name: Â Joseph Clark Â Title: Â Vice President Â [Signature Page to Rights Agreement] EXHIBIT A Companyâ€™s Articles Number: BC1505127 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE CORPORATION TABLE OF CONTENTS Â Â Â Â Â Â Â Â Page Â PART 1 Â INTERPRETATION Â Â Â 1 Â PART 2 Â SHARES AND SHARE CERTIFICATES Â Â Â 13 Â PART 3 Â ISSUE OF SHARES Â Â Â 15 Â PART 4 Â SHARE REGISTERS Â Â Â 16 Â PART 5 Â SHARE TRANSFERS Â Â Â 16 Â PART 6 Â TRANSMISSION OF SHARES Â Â Â 17 Â PART 7 Â PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Â Â Â 18 Â PART 8 Â BORROWING POWERS Â Â Â 18 Â PART 9 Â ALTERATIONS Â Â Â 18 Â PART 10 Â MEETINGS OF SHAREHOLDERS Â Â Â 19 Â PART 11 Â PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Â Â Â 21 Â PART 12 Â VOTES OF SHAREHOLDERS Â Â Â 25 Â PART 13 Â DIRECTORS Â Â Â 28 Â PART 14 Â ELECTION AND REMOVAL OF DIRECTORS Â Â Â 30 Â PART 15 Â POWERS AND DUTIES OF DIRECTORS Â Â Â 35 Â PART 16 Â INTERESTS OF DIRECTORS AND OFFICERS Â Â Â 35 Â PART 17 Â PROCEEDINGS OF DIRECTORS Â Â Â 37 Â PART 18 Â EXECUTIVE AND OTHER COMMITTEES Â Â Â 39 Â PART 19 Â OFFICERS Â Â Â 40 Â PART 20 Â INDEMNIFICATION Â Â Â 41 Â PART 21 Â DIVIDENDS Â Â Â 42 Â PART 22 Â ACCOUNTING RECORDS AND AUDITOR Â Â Â 44 Â PART 23 Â NOTICES Â Â Â 44 Â PART 24 Â PROHIBITIONS Â Â Â 46 Â PARTÂ 25 Â FORUM SELECTION Â Â Â 46 Â PARTÂ 26 Â SPECIAL RIGHTS AND RESTRICTIONS CLASS A EXCHANGEABLE SUBORDINATE VOTING SHARES Â Â Â 47 Â PART 27 Â SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Â Â Â 55 Â Â - i - Number: BC1505127 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE CORPORATION (THE â€œCOMPANYâ€) PART 1 INTERPRETATION Definitions Â 1.1 In these Articles, unless the context otherwise requires: (a) â€œActâ€ means the Business Corporations Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (b) â€œaffiliateâ€ means with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by such Person, or is under common Control of a third Person; (c) â€œBEPâ€ means Brookfield Renewable Partners L.P., a Bermuda exempted limited partnership, and is deemed to refer to all successors, including, without limitation, by operation of Law; (d) â€œBEP-Affiliated ClassÂ A Shareholderâ€ means BEP or a Person Controlled by BEP to the extent BEP or such other Person holds ClassÂ A Shares; (e) â€œBEP Distribution Declaration Dateâ€ means the date on which the BEP GP declares any distribution on the BEP Units; (f) â€œBEP Distributed Rightâ€ has the meaning as provided in clause (ii)Â of the definition of â€œConversion Factorâ€ below; (g) â€œBEP GPâ€ means the general partner of BEP from time to time; (h) â€œBEP Liquidation Eventâ€ has the meaning as provided in Â§26.26; (i) â€œBEP Unitâ€ means a limited partnership interest in BEP representing a fractional part of all the limited partnership interests in BEP, other than a preferred limited partnership interest, and which limited partnership interest is designated by BEP as an â€œEquity Unitâ€ (as defined in the Amended and Restated Limited Partnership Agreement of BEP dated as of MayÂ 3, 2016), and includes any limited partnership interest or other equity interest of BEP into which such BEP Unit is converted or for which such BEP Unit is exchanged; (j) â€œBEP Unit Valueâ€ means, with respect to a BEP Unit on a particular date, the market price of a BEP Unit on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the BEP Units are listed on a U.S. National Securities Exchange, the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the BEP Units are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the BEP Units are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose or (v)Â if none of the conditions set forth in clauses (i), (ii), (iii) or (iv)Â is met, then the amount that a holder of one BEP Unit would receive if each of the assets of BEP were sold for its fair market value on such date, BEP were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its partners in accordance with the terms of its partnership agreement; (k) â€œBEP Units Amountâ€ means, with respect to each Tendered Share, such number of BEP Units equal to the Conversion Factor in effect on the Valuation Date with respect to such Tendered Shares; (l) â€œBNâ€ means Brookfield Corporation, a corporation existing under the Laws of the Province of Ontario, and is deemed to refer to all successors, including, without limitation, by operation of Law; (m) â€œboard of directorsâ€, â€œdirectorsâ€ and â€œboardâ€ mean the directors or sole director of the Company as applicable; (n) â€œBusiness Dayâ€ means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America or Toronto, Ontario, Canada are authorized or required by Law to close; (o) â€œCash Amountâ€ means (a)Â with respect to each Tendered ClassÂ A Share, an amount in cash equal to the product of (i)Â the applicable BEP Units Amount for such Tendered ClassÂ A Share multiplied by (ii)Â the BEP Unit Value as of the applicable Valuation Date, and (b)Â with respect to each Tendered ClassÂ B Share, an amount in cash equal to the BEP Unit Value for such Tendered ClassÂ B Share; (p) â€œClassÂ A Distributed Rightâ€ has the meaning as provided in clause (iv)Â of the definition of â€œConversion Factorâ€ below; (q) â€œClassÂ A Dividendâ€ has the meaning as provided in Â§26.2; (r) â€œClassÂ A Shareâ€ means a class A exchangeable subordinate voting share of the Company; Â - 2 - (s) â€œClassÂ A Share Valueâ€ means, with respect to a ClassÂ A Share on a particular date, the market price of a ClassÂ A Share on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the ClassÂ A Shares are listed on a U.S. National Securities Exchange, the closing price per ClassÂ A Share (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the ClassÂ A Shares are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per ClassÂ A Share (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and

average ask prices) on such day for the TSX; (iii)Â if the ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the ClassÂ A Shares are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose or (v)Â if none of the conditions set forth in clauses (i), (ii), (iii) or (iv)Â is met then the amount that a holder of one ClassÂ A Share would receive if each of the assets of the Company were sold for its fair market value on such date, the Company were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its shareholders in accordance with the terms of these Articles; (t) â€œClassÂ A Shareholderâ€ means a holder of ClassÂ A Shares; (u) â€œClassÂ A.1 Shareâ€ means a class A.1 exchangeable subordinate voting share of Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation); (v) â€œClassÂ A.2 Shareâ€ means a class A.2 exchangeable non-voting share of Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation); (w) â€œClassÂ B Retraction Amountâ€ has the meaning as provided in Â§27.11; (x) â€œClassÂ B Retraction Rightâ€ has the meaning as provided in Â§27.11; (y) â€œClassÂ B Shareâ€ means a class B multiple voting share of the Company; (z) â€œClassÂ B Shareholderâ€ means a holder of ClassÂ B Shares; (aa) â€œClose of Businessâ€ means 5:00 p.m., Eastern Time; (bb) â€œCompanyâ€ means Brookfield Renewable Corporation; (cc) â€œControlâ€ means the control by one Person of another Person in accordance with the following: a Person (â€œAâ€) controls another Person (â€œBâ€) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of the beneficial ownership of or control over a majority of the voting interests in B; and, for certainty and without limitation, if A owns or has control over shares or other securities to which are attached more than 50% of the votes permitted to be cast in the election of directors of the Governing Body of B or A is the general partner of B, a limited partnership, then in each case A controls B for this purpose; Â - 3 - (dd) â€œConversion Factorâ€ means 1.0; provided that in the event that: (i) BEP (a)Â declares or pays a distribution on its outstanding BEP Units wholly or partly in BEP Units; (b)Â splits or subdivides its outstanding BEP Units or (c)Â effects a reverse unit split or otherwise combines or reclassifies its outstanding BEP Units into a smaller number of BEP Units, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (assuming for such purpose that such distribution, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of BEP Units (determined without the above assumption) issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clause (i)Â shall become effective immediately after the Open of Business on the Record Date for such distribution, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such distribution of the type described in this clause (i)Â is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the BEP GP determines not to pay such distribution, to the Conversion Factor that would be in effect if such distribution had not been declared. (ii) BEP distributes any rights, options or warrants to all or substantially all holders of BEP Units to convert into, exchange for or subscribe for or to purchase or to otherwise acquire BEP Units (or other securities convertible into, exchangeable for or exercisable for BEP Units) (each a â€œBEP Distributed Rightâ€), then, as of the Record Date for the distribution of such BEP Distributed Rights or, if later, the time such BEP Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such BEP Distributed Rights become exercisable) plus the maximum number of BEP Units deliverable or purchasable under such BEP Distributed Rights and (B)Â the denominator of which shall be (x)Â the number of BEP Units issued and outstanding as of the Close of Business on the Record Date plus (y)Â such number of BEP Units determined by dividing the minimum aggregate cash purchase price under such BEP Distributed Rights of the maximum number of BEP Units purchasable under such BEP Distributed Rights by the average of the BEP Unit Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such BEP Distributed Rights become exercisable); provided, however, that, if any such BEP Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the BEP Distributed Rights, to reflect a reduced maximum number of BEP Units or any change in the minimum aggregate purchase price for the purposes of the above fraction. Â - 4 - Any adjustment under this clause (ii)Â will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date for such issuance (or, if later, the date such rights, options or warrants become exercisable). To the extent that the BEP Units are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be decreased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of BEP Units actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such BEP Distributed Rights, there shall be taken into account any consideration received by BEP for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the BEP GP. (iii)Â â€ƒ(A)â€ƒ BEP distributes to all or substantially all holders of BEP Units evidences of its indebtedness or assets (including securities, but excluding distributions paid exclusively in cash, distributions referred to in clauses (i)Â or (ii) above or any Spin-off referred to in clause (iii)(B) below) or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities (but excluding distributions referred to in clause (ii)Â above), the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such distribution by a fraction (a)Â the numerator of which shall be the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution and (b)Â the denominator of which shall be the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution less the fair market value on the Record Date for such distribution (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or warrants so distributed applicable to one BEP Unit. Any adjustment under this clause (iii)(A) will become effective immediately after the Open of Business on the Record Date for such distribution. If such distribution is not paid or made, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to pay or make such distribution, to be the Conversion Factor that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if the fair market value (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or warrants distributable to one BEP Unit is equal to or greater than the average BEP Unit Value referenced above in this clause (iii)(A), in lieu of the foregoing adjustment, each ClassÂ A Shareholder shall receive from the Company, in respect of each ClassÂ A Share, a distribution of cash payable out of the funds legally available therefor (at the same time as holders of the BEP Units), that in the determination of the Company, is comparable as a whole in all material respects with the amount of BEP indebtedness or assets or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities that

such holder would have received if such holder owned a number of BEP Units equal to the Conversion Factor in effect immediately prior to the Record Date. Â - 5 - Â (B) Where there has been a Spin-off, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such Spinoff by a fraction (a)Â the numerator of which shall be the average of the Last Reported Sale Prices of the share capital or similar equity interest applicable to one BEP Unit distributed to BEP Unit holders over the Valuation Period plus the average of the BEP Unit Value over the Valuation Period and (b)Â the denominator of which shall be the average of the BEP Unit Value over the Valuation Period; provided that, the Company may elect to pay cash in lieu of making an adjustment to the Conversion Factor provided by this clause (iii)(B), in which case the Company shall be required to pay to the ClassÂ A Shareholders and the ClassÂ A Shareholders shall be entitled to receive, cash on the third (3rd) Business Day immediately following the last Trading Day of the Valuation Period in an amount in respect of each ClassÂ A Share held, calculated by multiplying the BEP Unit Value on the Record Date of such Spin-off by the amount the Conversion Factor would have increased as a result of such Spin-off if no such cash payment was made. Any adjustment under this clause (iii)(B) will be made immediately after the Close of Business on the last Trading Day of the Valuation Period, but will be given effect as of the Open of Business on the Record Date for such Spin-off. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A Shareholder during the Valuation Period, references contained in the definition of Valuation Period to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for the purposes of the foregoing for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Record Date of such Spin-off and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. If any such Spin-off does not occur, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to proceed with the Spin-off, to be the Conversion Factor that would then be in effect if such Spin-off had not been pursued. (iv) BEP or one of its subsidiaries makes a payment in respect of a tender or exchange offer for the BEP Units (but excluding for all purposes any tender or exchange offer involving an offer to exchange BEP Units for ClassÂ A Shares or any other security that is economically equivalent to BEP Units), to the extent that the cash and value of any other consideration included in the payment per BEP Unit exceeds the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the â€œExpiration Dateâ€), then the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Trading Day next succeeding the Expiration Date by a fraction (a)Â the numerator of which shall be (x)Â the sum of the aggregate value of all cash and any other consideration (as determined by the BEP GP) paid or payable in respect of BEP Units in such tender or exchange offer plus (y)Â the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date multiplied by the number of BEP Units issued and outstanding immediately after the Expiration Date (after giving effect to the purchase of all BEP Units accepted for purchase or exchange in such tender or exchange offer, without duplication), and (b)Â the denominator of which shall be the number of BEP Units issued and outstanding immediately prior to the Expiration Date (before giving effect to the purchase of all BEP Units accepted for purchase or exchange in such tender or exchange offer) multiplied by the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date. Â - 6 - For greater certainty, no adjustment under this clause (iv)Â will be made for any normal course issuer bid or similar stock buyback. Any adjustment under this clause (iv)Â will be made immediately after the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date and shall be given effect as of the Open of Business on the day next succeeding the Expiration Date. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A Shareholder during the Valuation Period, references above to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Expiration Date and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. (v) the Company (a)Â declares or pays a dividend on its outstanding ClassÂ A Shares wholly or partly in ClassÂ A Shares; (b)Â splits or subdivides its outstanding ClassÂ A Shares or (c)Â effects a reverse share split or otherwise combines or reclassifies its outstanding ClassÂ A Shares into a smaller number of ClassÂ A Shares, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x) the numerator of which shall be the number of ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (determined without the assumption for such purpose that such dividend, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of ClassÂ A Shares (assuming the above assumption has occurred) issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clause (v)Â shall become effective immediately after the Open of Business on the Record Date for such dividend, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such dividend of the type described in this clause (v)Â is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the board of directors determines not to pay such dividend, to the Conversion Factor that would be in effect if such dividend had not been declared. Â - 7 - (vi) the Company distributes any rights, options or warrants to all or substantially all holders of ClassÂ A Shares to convert into, exchange for or subscribe for or to purchase or to otherwise acquire ClassÂ A Shares (or other securities convertible into, exchangeable for or exercisable for ClassÂ A Shares) at a price per share that is less than the average of the ClassÂ A Share Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (each a â€œClassÂ A Distributed Rightâ€), then, as of the Record Date for the distribution of such ClassÂ A Distributed Rights or, if later, the time such ClassÂ A Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be (x)Â the number of ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) plus (y)Â such number of ClassÂ A Shares determined by dividing the minimum aggregate cash purchase price under such ClassÂ A Distributed Rights of the maximum number of ClassÂ A Shares purchasable under such ClassÂ A Distributed Rights by the average of the ClassÂ A Share Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such ClassÂ A Distributed Rights become exercisable) and (B)Â the denominator of which shall be the number of ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) plus the maximum number of ClassÂ A Shares purchasable under such ClassÂ A Distributed Rights; provided, however, that, if any such ClassÂ A Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the ClassÂ A Distributed Rights, to reflect a reduced maximum number of ClassÂ A Shares or any change in the minimum aggregate purchase price for the purposes of the above fraction. Any adjustment under this clause (vi)Â will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) for such issuance. To the extent that the ClassÂ A Shares are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be increased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of ClassÂ A Shares actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be increased, effective as of the date the board of directors

determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such ClassÂ A Distributed Rights, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the board of directors. Any adjustment to the Conversion Factor shall be calculated up to four (4)Â decimal places. Within ten (10)Â Business Days of the effectiveness of any adjustment or readjustment of the Conversion Factor, the Company shall make a public announcement of such adjustment or readjustment. Â - 8 - Notwithstanding the foregoing, the Conversion Factor shall not be adjusted in connection with (a)Â an event described in clauses (i)Â through (iv) above (other than clause (iii)(B) above) if, in connection with such event, the Company makes a distribution of cash, ClassÂ A Shares, BEP Units and/or rights, options or warrants to acquire ClassÂ A Shares and/or BEP Units with respect to all applicable ClassÂ A Shares, splits or subdivides the ClassÂ A Shares, distributes to all or substantially all holders of ClassÂ A Shares evidences of its indebtedness or assets or effects a reverse split of, or otherwise combines or makes an offer for, the ClassÂ A Shares, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects with such event, (b)Â a Spin-off as described in clause (iii)(B) above if the Company makes a distribution of the share capital or similar equity interests distributed to BEP Unit holders in the Spin-off in an amount and on terms that are comparable in all material respects to such Spin-off, or (c)Â an event described in clauses (v)Â through (vi) above if, in connection with such event, BEP makes a distribution of cash, ClassÂ A Shares, BEP Units and/or rights, options or warrants to acquire ClassÂ A Shares and/or BEP Units with respect to all BEP Units, splits or subdivides the BEP Units or effects a reverse split of, or otherwise combines or makes an offer for, the BEP Units, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects with such event; (ee) â€œConversion Noticeâ€ has the meaning as provided in Â§26.32; (ff) â€œEffective Dateâ€ means, with respect to an event described in clauses (i)Â and (v) of the definition of â€œConversion Factorâ€ above, the first date on which the BEP Units or ClassÂ A Shares, as applicable, trade on the applicable exchange or in the applicable market, in a regular way, reflecting the relevant unit or share split, subdivision, reserve split, combination or reclassification, as applicable; (gg) â€œExchange Actâ€ means the U.S. Securities Exchange Act of 1934, as amended; (hh) â€œExchange Considerationâ€ has the meaning as provided in Â§26.14; (ii) â€œExchange Dateâ€ means the date upon which a Tendering ClassÂ A Shareholderâ€™s Exchange Right has been satisfied by the delivery of the Exchange Consideration to such Tendering ClassÂ A Shareholder with respect to its Tendered ClassÂ A Shares; (jj) â€œExchange-Redemption Call Rightâ€ has the meaning as provided in Â§26.24; (kk) â€œExchange Rightâ€ has the meaning as provided in Â§26.12; (ll) â€œEx-Dividend Dateâ€ means, in respect of a dividend or distribution on the applicable securities, (a)Â the date on which such securities are traded without an entitlement to such dividend or distribution or (b)Â where such securities trade on a due bill basis, the date on which such dividend or distribution is paid; (mm) â€œExpiration Dateâ€ has the meaning as provided in clause (iv)Â of the definition of â€œConversion Factorâ€ above; Â - 9 - (nn) â€œGoverning Bodyâ€ means (i)Â with respect to a corporation or limited company, the board of directors of such corporation or limited company, (ii)Â with respect to a limited liability company, the manager(s), director(s) or managing partner(s) of such limited liability company, (iii)Â with respect to a partnership, the board, committee or other body of each general partner or managing partner of such partnership, respectively, that serves a similar function (or if any such general partner is itself a partnership, the board, committee or other body of such general or managing partnerâ€™s general or managing partner that serves a similar function), and (iv)Â with respect to any other Person, the body of such Person that serves a similar function, and in the case of each of (i)Â through (iv) includes any committee or other subdivision of such body and any Person to whom such body has delegated any power or authority, including any officer or managing director; (oo) Interpretation Actâ€ means the Interpretation Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (pp) â€œLast Reported Sale Priceâ€ means with respect to a security on a particular date, the market price of such security on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if such security is listed on a U.S. National Securities Exchange, the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange (or, if listed on more than one U.S. National Securities Exchange, the U.S. National Securities Exchange with the greatest volume of trading by dollar value over the 12-month period preceding the date of the calculation); (ii) if such security is not listed on a U.S. National Securities Exchange but is listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii) if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; or (iv)Â if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and such security is not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose; (qq) â€œLawsâ€ means all federal, provincial, state, municipal, regional and local laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes, policies or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any governmental entity, and the term â€œapplicableâ€ with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are binding upon or applicable to such Person or its assets; (rr) â€œlegal personal representativeâ€ means the personal or other legal representative of the shareholder; (ss) â€œLiquidation Amountâ€ has the meaning as provided in Â§26.26; (tt) â€œLiquidation Call Considerationâ€ has the meaning as provided in Â§26.29; (uu) â€œLiquidation Call Rightâ€ has the meaning as provided in Â§26.29; (vv) â€œLiquidation Dateâ€ has the meaning as provided in Â§26.26; Â - 10 - (ww) â€œLiquidation Eventâ€ has the meaning as provided in Â§26.26; (xx) â€œLiquidation Reference Dateâ€ has the meaning as provided in Â§26.26; (yy) â€œNon-Affiliated Holdersâ€ means the holders of ClassÂ A Shares other than BEP-Affiliated ClassÂ A Shareholders; (zz) â€œNotice of ClassÂ A Redemptionâ€ means a Notice of Redemption substantially in the form set forth on Exhibit B hereto; (aaa) â€œNotice of ClassÂ B Retractionâ€ means a Notice of Retraction substantially in the form set forth on Exhibit C hereto; (bbb) â€œNotice of Exchangeâ€ means a Notice of Exchange substantially in the form set forth on Exhibit A hereto (or notice of the exercise of Exchange Rights in such other form as may be acceptable to the Company); (ccc) â€œOpen of Businessâ€ means 9:00 a.m., Eastern Time; (ddd) â€œPersonâ€ means any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, governmental entity or other entity however designated or constituted and pronouns have a similarly extended meaning; (eee) â€œRecord Dateâ€ means with respect to any dividend, distribution or other transaction or event in which the holders of BEP Units and/or ClassÂ A Shares have the right to receive any cash, securities, assets or other property or in which BEP Units and/or ClassÂ A Shares are exchanged for or converted into any combination of securities, cash, assets or other property, the date fixed for determination of holders of BEP Units and/or ClassÂ A Shares entitled to receive such cash, securities, assets or other property (whether such date is fixed by the board of directors or the BEP GP, as applicable, or a duly authorized committee thereof, or as determined pursuant to any statute, constating document, contract or otherwise); (fff) â€œRedemption Considerationâ€ has the meaning as provided in Â§26.22; (ggg) â€œregistered addressâ€ of a shareholder means the shareholderâ€™s address as recorded in the central securities register; (hhh) â€œRights Agentâ€ means Wilmington Trust, National Association or any successor thereto as rights agent for the Secondary Exchange Amount; (iii) â€œRights Agreementâ€ means that certain Rights

Agreement to be entered into by and between BN and the Rights Agent on or prior to the initial issuance of ClassÂ A Shares by the Company as it may be amended or modified from time to time in accordance with the terms thereof; (jjj) â€œSecondary Exchange Amountâ€ means, with respect to a Tendered Share, the BEP Units Amount for such Tendered Share or, at the election of BN, the Cash Amount for such Tendered Share, in each case, on the terms and subject to the conditions of the Rights Agreement; Â - 11 - (kkk) â€œSecondary Exchange Dateâ€ means, with respect to any ClassÂ A Share, the date that is two (2)Â Business Days following the Specified Exchange Date or Specified ClassÂ A Redemption Date, as applicable, with respect to such ClassÂ A Share; (lll) â€œSecondary Exchange Rightâ€ has the meaning set forth in Â§26.17; (mmm) â€œshareâ€ means a share in the share structure of the Company; (nnn) â€œspecial majorityâ€ means the number of votes described in Â§11.2 which is required to pass a special resolution; (ooo) â€œSpecified ClassÂ A Redemption Dateâ€ means, with respect to the Notice of ClassÂ A Redemption, the sixtieth (60th) day following delivery of such Notice of ClassÂ A Redemption to the ClassÂ A Shareholder or such later day specified in such Notice of ClassÂ A Redemption; (ppp) â€œSpecified ClassÂ B Retraction Dateâ€ means, with respect to each Notice of ClassÂ B Retraction, the thirtieth (30th) day following receipt of such Notice of ClassÂ B Retraction by the Company; (qqq) â€œSpecified Exchange Dateâ€ means, with respect to each Notice of Exchange for which an Exchange Date has not occurred prior thereto, the tenth (10th) Business Day following the receipt of such Notice of Exchange by the Transfer Agent; (rrr) â€œSpin-offâ€ means a payment by BEP of a distribution of shares of any class or series, or similar equity interest, of or relating to a subsidiary or business unit of BEP, that are, or, when issued, will be, listed or admitted for trading on a U.S. National Securities Exchange or the TSX; (sss) â€œTendered ClassÂ A Sharesâ€ has the meaning as provided in Â§26.12; (ttt) â€œTendered ClassÂ B Sharesâ€ has the meaning as provided in Â§27.11; (uuu) â€œTendered Sharesâ€ means the Tendered ClassÂ A Shares, Tendered ClassÂ B Shares, as applicable; (vvv) â€œTendering ClassÂ A Shareholderâ€ has the meaning as provided in Â§26.12; (www) â€œTendering ClassÂ B Shareholderâ€ has the meaning as provided in Â§27.11; (xxx) â€œTrading Dayâ€ means a day on which (a)Â trading in the applicable securities generally occurs on a U.S. National Securities Exchange or, if the applicable securities are not then listed on a U.S. National Securities Exchange, on the TSX or such other market on which the applicable securities are then traded and (b)Â a Last Reported Sale Price for the applicable securities is available on such securities exchange or market. If the applicable securities are not so listed, or in the case of unlisted securities, so traded, â€œTrading Dayâ€ means a â€œBusiness Dayâ€; (yyy) â€œTransferâ€ means any sale, assignment, surrender, gift or transfer of ownership of, the granting or foreclosure of a pledge, mortgage, charge, security interest, hypothecation or other encumbrance, whether voluntary, involuntary, by operation of law or otherwise, or the entry into of any contract, option or other arrangement or understanding with respect to the foregoing; Â - 12 - (zzz) â€œTransfer Agentâ€ means Computershare Investor Services Inc., and includes any person who becomes a successor or replacement transfer agent is deemed to refer to all successors, including, without limitation, by operation of law of such transfer agent; (aaaa) â€œTSXâ€ means Toronto Stock Exchange; (bbbb) â€œUnpaid Dividendsâ€ has the meaning as provided in Â§26.3; (cccc) â€œU.S. National Securities Exchangeâ€ means an exchange registered with the U.S. Securities and Exchange Commission under SectionÂ 6(a) of the Exchange Act on which the applicable securities are listed, or if the applicable securities are not listed on an exchange so registered with the U.S. Securities and Exchange Commission, any other U.S. exchange, whether or not so registered, on which the applicable securities are listed; (dddd) â€œValuation Dateâ€ means (i)Â the date of receipt by the Transfer Agent of a Notice of Exchange, or by the Company of a Notice of ClassÂ B Retraction, or, if such date is not a Trading Day, the first (1st) Trading Day thereafter; or (ii)Ã the day immediately preceding the date the Company issues a Notice of ClassÂ A Redemption, or, if such day is not a Business Day, the Trading Day immediately preceding such day; and (eeee) â€œValuation Periodâ€ means, with respect to any Spin-off, the ten (10)Â consecutive Trading Day period commencing on, and including, the Ex-Dividend Date of the Spin-off. Act and Interpretation Act Definities Applicable 1.2 The definitions in the Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and except as the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the Act and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the Act will prevail. If there is a conflict or inconsistency between these Articles and the Act, the Act will prevail. Actions on Non-Business Days 1.3 Whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day. Currency 1.4 Except where otherwise expressly provided herein, all amounts are stated in U.S. currency. PART 2 SHARES AND SHARE CERTIFICATES Authorized Share Structure 2.1 The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company. Form of Share Certificate 2.2 Each share certificate issued by the Company must comply with, and be signed as required by, the Act. Â - 13 - Shareholder Entitled to Certificate, Acknowledgment or Written Notice 2.3 Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a)Â one share certificate representing the shares of each class or series of shares registered in the shareholderâ€™s name or (b)Â a nontransferable written acknowledgment of the shareholderâ€™s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholdersâ€™ duly authorized agents will be sufficient delivery to all. If a shareholder is the registered owner of uncertificated shares, the Company must send to a holder of an uncertificated share a written notice containing the information required by the Act within a reasonable time after the issue or transfer of such share. Delivery by Mail 2.4 Any share certificate or non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate may be sent to the shareholder by mail at the shareholderâ€™s registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen. Replacement of Worn Out or Defaced Certificate or Acknowledgement 2.5 If a share certificate or a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate is worn out or defaced, the Company must, on production of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as are deemed fit: (a) cancel the share certificate or acknowledgment; and (b) issue a replacement share certificate or acknowledgment. Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 2.6 If a share certificate or a non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate is lost, stolen or destroyed, the Company must issue a replacement share certificate or acknowledgment, as the case may be, to the person entitled to that share certificate or acknowledgment, if it receives: (a) proof satisfactory to it of the loss, theft or destruction; and (b) any indemnity the directors consider adequate. Splitting Share Certificates 2.7 If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholderâ€™s name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request. Â - 14 - Certificate Fee 2.8 There must be paid to the Company, in relation to the issue of any share certificate under Â§2.5, Â§2.6 or Â§2.7, the amount, if any, not exceeding the amount prescribed under the Act, determined by the directors. Recognition of Trusts 2.9 Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder. PART 3 ISSUE OF SHARES Directors Authorized 3.1 Subject to the Act and the rights, if any, of the holders of issued shares of the Company, the Company may allot, issue, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the consideration (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

Commissions and Discounts 3.2 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that personâ€™s purchase or agreement to purchase shares of the Company from the Company or any other personâ€™s procurement or agreement to procure purchasers for shares of the Company. Brokerage 3.3 The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities. Conditions of Issue 3.4 Except as provided for by the Act, no share may be issued until it is fully paid. A share is fully paid when: (a) consideration is provided to the Company for the issue of the share by one or more of the following: (i) past services performed for the Company; (ii) property; (iii) money; and (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Â§3.1. Â - 15 - Share Purchase Warrants and Rights 3.5 Subject to the Act and the rights if any, of the holders of issued shares of the Company, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time. PART 4 SHARE REGISTERS Central Securities Register 4.1 As required by and subject to the Act, the Company must maintain a central securities register and may appoint an agent to maintain such register. The directors may appoint one or more agents, including the agent appointed to keep the central securities register, as transfer agent for shares or any class or series of shares and the same or another agent as registrar for shares or such class or series of shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place. If the directors designate a location outside British Columbia as the location at which the company maintains its central securities register, the central securities register must be available for inspection and copying in accordance with the Act at a location inside British Columbia by means of a computer terminal or other electronic technology. PART 5 SHARE TRANSFERS Registering Transfers 5.1 A transfer of a share must not be registered unless the Company or the transfer agent or registrar for the class or series of shares to be transferred has received: (a) except as exempted by the Act, a duly signed proper instrument of transfer in respect of the share; (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate; (c) if a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and (d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferorâ€™s right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered. Form of Instrument of Transfer 5.2 The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Companyâ€™s share certificates of that class or series or in some other form that may be approved by the directors. Transferor Remains Shareholder 5.3 Except to the extent that the Act otherwise provides, the transferor of a share is deemed to remain the holder of it until the name of the transferee is entered in a securities register of the Company in respect of the transfer. Â - 16 - Signing of Instrument of Transfer 5.4 If a shareholder, or the shareholderâ€™s duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer: (a) in the name of the person named as transferee in that instrument of transfer; or (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered. Enquiry as to Title Not Required 5.5 Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares transferred, of any interest in such shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares. Transfer Fee 5.6 There must be paid to the Company, in relation to the registration of a transfer, the amount, if any, determined by the directors. PART 6 TRANSMISSION OF SHARES Legal Personal Representative Recognized on Death 6.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholderâ€™s name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholderâ€™s interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act. Rights of Legal Personal Representative 6.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Act and the directors have been deposited with the Company. This Â§6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the name of the shareholder and the name of another person in joint tenancy. Â - 17 - PART 7 PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Company Authorized to Purchase, Redeem or Otherwise Acquire Shares 7.1 Subject to the special rights or restrictions attached to the shares of any class or series and the Act, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors. Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares 7.2 If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift, cancel or otherwise dispose of the share, but, while such share is held by the Company, it: (a) is not entitled to vote the share at a meeting of its shareholders; (b) must not pay a dividend in respect of the share; and (c) must not make any other distribution in respect of the share. Company Entitled to Purchase, Redeem or Otherwise Acquire Share Fractions 7.3 The Company may, without prior notice to the holders, purchase, redeem or otherwise acquire for fair value any and all outstanding share fractions of any class or kind of shares in its authorized share structure as may exist at any time and from time to time. Upon the Company delivering the purchase funds and confirmation of purchase or redemption of the share fractions to the holdersâ€™ registered or last known address, or if the Company has a transfer agent then to such agent for the benefit of and forwarding to such holders, the Company shall thereupon amend its central securities register to reflect the purchase or redemption of such share fractions and if the Company has a transfer agent, shall direct the transfer agent to amend the central securities register accordingly. PART 8 BORROWING POWERS 8.1 The Company, if authorized by the directors, may: (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate; (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate; (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company. PART 9 ALTERATIONS Alteration of Authorized Share Structure 9.1 Subject to Â§9.2 and the Act, the Company may by ordinary resolution (or a resolution of the directors in the case of Â§9.1(c) or Â§9.1(f)): (a) create one or more classes of shares or, if none of the shares of a class of shares are allotted or issued, eliminate that class of shares; Â - 18 - (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class of shares or establish a maximum number of shares that the Company is authorized to issue out of any class of shares for which no maximum is established; (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares; (d) if the Company is authorized to issue shares of a class of shares with par value: (i) decrease the par value of those shares; or (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares; (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; (f) alter the identifying name of any of its shares; or (g) otherwise alter its shares or authorized share structure when required or permitted to

do so by the Act where it does not specify by a special resolution; and, if applicable, alter its Notice of Articles and Articles accordingly. Special Rights or Restrictions 9.2 Subject to the Act and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by ordinary resolution: (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class of shares, whether or not any or all of those shares have been issued; or (b) vary or delete any special rights or restrictions attached to the shares of any class of shares, whether or not any or all of those shares have been issued, and alter its Notice of Articles and Articles accordingly. Change of Name 9.3 The Company may by directors resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name. Other Alterations 9.4 If the Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles. PART 10 MEETINGS OF SHAREHOLDERS Annual General Meetings 10.1 Unless an annual general meeting is deferred or waived in accordance with the Act, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors. Â - 19 - Resolution Instead of Annual General Meeting 10.2 If all the shareholders who are entitled to vote at an annual general meeting consent in writing by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Â§10.2, select as the Companyâ€™s annual reference date a date that would be appropriate for the holding of the applicable annual general meeting. A unanimous resolution passed in writing under this Â§10.2 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a unanimous resolution, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A unanimous resolution in writing may be in two or more counterparts which together are deemed to constitute one unanimous resolution in writing. Calling of Meetings of Shareholders 10.3 The directors may, at any time, call a meeting of shareholders. Notice for Meetings of Shareholders 10.4 The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as a special resolution and any notice to consider approving a continuation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting: (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. Record Date for Notice 10.5 The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. The record date must not precede the date on which the meeting is held by fewer than: (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Record Date for Voting 10.6 The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Â - 20 - Failure to Give Notice and Waiver of Notice 10.7 The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Notice of Special Business at Meetings of Shareholders 10.8 If a meeting of shareholders is to consider special business within the meaning of Â§11.1, the notice of meeting must: (a) state the general nature of the special business; and (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders: (i) at the Companyâ€™s records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting. Place of Meetings 10.9 In addition to any location in British Columbia, any general meeting may be held in any location outside British Columbia approved by a resolution of the directors, or if so approved by a resolution of the directors, any general meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. PART 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Special Business 11.1 At a meeting of shareholders, the following business is special business: (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting; (b) at an annual general meeting, all business is special business except for the following: (i) business relating to the conduct of or voting at the meeting; (ii) consideration of any financial statements of the Company presented to the meeting; (iii) consideration of any reports of the directors or auditor; (iv) the setting or changing of the number of directors; Â - 21 - (v) the election or appointment of directors; (vi) the appointment of an auditor; (vii) the setting of the remuneration of an auditor; (viii) business arising out of a report of the directors not requiring the passing of a special resolution; (ix) any other business which, under these Articles or the Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders. Special Resolutions 11.2 The number of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution. Ordinary Resolutions 11.3 The number of votes required for the Company to pass an ordinary resolution at a general meeting of shareholders is a majority of the votes cast on the resolution. Quorum 11.4 Subject to the special rights or restrictions attached to the shares of any class or series of shares, and to Â§11.6, the quorum for the transaction of business at a meeting of shareholders is at least one holder of ClassÂ A Shares and one holder of ClassÂ B Shares, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares entitled to be voted at the meeting. At any time that no ClassÂ A Shares are outstanding, the quorum will be at least one holder of ClassÂ B Shares. 11.5 Where a separate vote by a class or series or classes or series is required, the quorum for that matter is at least two shareholders who, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares of such class or series or classes or series entitled to vote on that matter. One Shareholder May Constitute Quorum 11.6 If there is only one shareholder entitled to vote at a meeting of shareholders: (a) the quorum is one person who is, or who represents by proxy, that shareholder, and (b) that shareholder, present in person or by proxy, may constitute the meeting. Persons Entitled to Attend Meeting 11.7 In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the Act or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting. Â - 22 - Requirement of Quorum 11.8 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a

quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting. Lack of Quorum 11.9 If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present: (a)Â in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and (b)Â in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place specified in the notice calling the meeting unless otherwise determined by an ordinary resolutions of those shareholders present and for which notification is provided to all shareholders entitled to attend such meeting. Lack of Quorum at Succeeding Meeting 11.10 If, at the meeting to which the meeting referred to in Â§11.9(b) was adjourned, a quorum is not present within one-half hour 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 be deemed to constitute a quorum. Chair 11.11 The following individual is entitled to preside as chair at a meeting of shareholders: (a) the chair of the board, if any; or (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any. Selection of Alternate Chair 11.12 If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present may choose either one of their number or the lawyer of the Company to be chair of the meeting. If all of the directors present decline to take the chair or fail to so choose or if no director is present or the lawyer of the Company declines to take the chair, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting. Adjournments 11.13 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Â - 23 - Notice of Adjourned Meeting 11.14 It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. Decisions by Show of Hands or Poll 11.15 Subject to the Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy. Declaration of Result 11.16 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Â§11.15, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution. Motion Need Not be Seconded 11.17 No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion. Casting Vote 11.18 In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder. Manner of Taking Poll 11.19 Subject to Â§11.20, if a poll is duly demanded at a meeting of shareholders: (a) the poll must be taken: (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and (ii) in the manner, at the time and at the place that the chair of the meeting directs; (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and (c) the demand for the poll may be withdrawn by the person who demanded it. Demand for Poll on Adjournment 11.20 A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting. Â - 24 - Chair Must Resolve Dispute 11.21 In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and the determination of the chair made in good faith is final and conclusive. Casting of Votes 11.22 On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way. No Demand for Poll on Election of Chair 11.23 No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected. Demand for Poll Not to Prevent Continuance of Meeting 11.24 The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded. Retention of Ballots and Proxies 11.25 The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies. PART 12 VOTES OF SHAREHOLDERS Number of Votes by Shareholder or by Shares 12.1 Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Â§12.3: (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy. Votes of Persons in Representative Capacity 12.2 A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting. Votes by Joint Holders 12.3 If there are joint shareholders registered in respect of any share: (a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or (b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted. Â - 25 - Legal Personal Representatives as Joint Shareholders 12.4 Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Â§12.3, deemed to be joint shareholders registered in respect of that share. Representative of a Corporate Shareholder 12.5 If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and: (a) for that purpose, the instrument appointing a representative must be received: (i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice for the receipt of proxies, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting; (b) if a representative is appointed under this Â§12.5: (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting. Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages. Proxy Provisions Do Not Apply to All Companies 12.6 If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, then Â§12.7 to Â§12.15 are not mandatory, however the directors of the Company are authorized to apply all or part of such sections or to adopt alternative procedures for proxy form, deposit and revocation procedures to the extent that the directors deem necessary in order to comply with securities laws applicable to the Company. Appointment of Proxy Holders 12.7 Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the

manner, to the extent and with the powers conferred by the proxy. Â - 26 - Alternate Proxy Holders 12.8 A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder. Proxy Holder Need Not Be Shareholder 12.9 A proxy holder need not be a shareholder of the Company. Deposit of Proxy 12.10 A proxy for a meeting of shareholders must: (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (b) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting. A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting. Validity of Proxy Vote 12.11 A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received: (a) at the registered office of the Company, at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or (b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Form of Proxy 12.12 A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting: [name of company] (the â€œCompanyâ€) The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting. Â Â - 27 - Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned): Â Ã Signed [month, day, year] Â [Signature of shareholder] Â [Name of shareholderâ€”printed] Revocation of Proxy 12.13 Subject to Â§12.14, every proxy may be revoked by an instrument in writing that is received: (a) at the registered office of the Company at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Revocation of Proxy Must Be Signed 12.14 An instrument referred to in Â§12.13 must be signed as follows: (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the shareholderâ€™s legal personal representative or trustee in bankruptcy; (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Â§12.5. Production of Evidence of Authority to Vote 12.15 The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote. PART 13 DIRECTORS First Directors; Number of Directors 13.1 The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the Act. The number of directors, excluding additional directors appointed under Â§14.8, is set at: (a) subject to Â§(b)Â and Â§(c), the number of directors that is equal to the number of the Companyâ€™s first directors; Â - 28 - (b) if the Company is a public company, the greater of three and the most recently set of: (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4; (c) if the Company is not a public company, the most recently set of: (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4. Change in Number of Directors 13.2 If the number of directors is set under Â§13.1(b)(i) or Â§13.1(c)(i), subject to any restrictions in the Act and to Â§14.8, the board of directors may appoint the directors needed to fill any vacancies in the board of directors up to that number. Directorsâ€™ Acts Valid Despite Vacancy 13.3 An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office. Qualifications of Directors 13.4 A director is not required to hold a share in the share structure of the Company as qualification for his or her office but must be qualified as required by the Act to become, act or continue to act as a director. Remuneration of Directors 13.5 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. Reimbursement of Expenses of Directors 13.6 The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company. Special Remuneration for Directors 13.7 If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, he or she may be paid remuneration fixed by the directors, or at the option of the directors, fixed by ordinary resolution, and such remuneration will be in addition to any other remuneration that he or she may be entitled to receive. Gratuity, Pension or Allowance on Retirement of Director 13.8 Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance. Â - 29 - PART 14 ELECTION AND REMOVAL OF DIRECTORS Election at Annual General Meeting 14.1 At every annual general meeting and in every unanimous resolution contemplated by Â§10.2: (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and (b) all the directors cease to hold office immediately before the election or appointment of directors under Â§(a), but are eligible for re-election or re-appointment. Consent to be a Director 14.2 No election, appointment or designation of an individual as a director is valid unless: (a) that individual consents to be a director in the manner provided for in the Act; (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or (c) with respect to first directors, the designation is otherwise valid under the Act. Failure to Elect or Appoint Directors 14.3 If: (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Â§10.2, on or before the date by which the annual general meeting is required to be held under the Act; or (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Â§10.2, to elect or appoint any directors; then each director then in office continues to hold office until the earlier of: (c) when his or her successor is elected or appointed; and (d) when he or she otherwise ceases to hold office under the Act or these Articles. Places of Retiring Directors Not Filled 14.4 If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles but their term of office shall expire no later than the date on which new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office. Â - 30 - Directors May Fill Casual Vacancies 14.5 Any casual vacancy occurring in the board of directors may be filled by the directors. Remaining Directors Power to Act 14.6 The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Act, for any other purpose. Shareholders May Fill Vacancies 14.7 If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the

quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors. Additional Directors 14.8 Notwithstanding Â§13.1, Â§13.2, and Â§14.1, between annual general meetings or by unanimous resolutions contemplated by Â§10.2, the directors may appoint one or more additional directors but the number of additional directors appointed under this Â§14.8 must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this Â§14.8. Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Â§14.1(a), but is eligible for re-election or reappointment. Ceasing to be a Director 14.9 A director ceases to be a director when: (a) the term of office of the director expires; (b) the director dies; (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or (d) the director is removed from office pursuant to Â§14.10 or Â§14.11. Removal of Director by Shareholders 14.10 The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy. Removal of Director by Directors 14.11 The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy. Â - 31 - Nomination of Directors 14.12 (a) Subject only to the Act, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting): (i) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting; (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or (iii) by any person (a â€œNominating Shareholderâ€) (A) who, at the close of business on the date of the giving of the notice provided for below in this Â§14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (B)Â who complies with the notice procedures set forth below in this Â§14.12. (b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must be given (i) timely notice thereof in proper written form to an officer of the Company of the Company at the principal executive offices of the Company in accordance with this Â§14.12 and (ii) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in Â§14.12(c). (c) To be timely under Â§14.12(b)(i), a Nominating Shareholderâ€™s notice to an officer of the Company, being either the Chief Executive Officer, the Chief Financial Officer, or the Corporate Secretary (singularly, â€œan officer of the Companyâ€), must be made: (i) in the case of an annual meeting of shareholders, not less than 40 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the â€œNotice Dateâ€) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. (iii) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Â§14.12(c). Â - 32 - (d) To be in proper written form, a Nominating Shareholderâ€™s notice to an officer of the Company, under Â§14.12(b) must set forth: (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A)Â the name, age, business address and residence address of the person, (B)Â the principal occupation or employment of the person, (C)Â the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, (D)Â a statement as to whether such person would be â€œindependentâ€ of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) if elected as a director at such meeting and the reasons and basis for such determination and (E)Â any other information relating to the person that would be required to be disclosed in a dissidentâ€™s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and (ii) as to the Nominating Shareholder giving the notice, (A)Â any information relating to such Nominating Shareholder that would be required to be made in a dissidentâ€™s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws, and (B)Â the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice. (e) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Â§14.12; provided, however, that nothing in this Â§14.12 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded. (f) For purposes of this Â§14.12: (i) â€œApplicable Securities Lawsâ€ means the Securities Act (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the applicable provinces and territories of Canada; (ii) â€œAssociateâ€, when used to indicate a relationship with a specified person, shall mean (A)Â any corporation or trust of which such person owns beneficially, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding, (B)Â any partner of that person, (C)Â any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity, (D)Â a spouse of such specified person, (E)Â any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (F)Â any relative of such specified person or of a person mentioned in clauses (D)Â or (E) of this definition if that relative has the same residence as the specified person; Â - 33 - (iii) â€œDerivatives Contractâ€ shall mean a contract between two parties (the â€œReceiving Partyâ€ and the â€œCounterpartyâ€) that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the â€œNotional Securitiesâ€), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts; (iv) â€œMeeting of Shareholdersâ€ shall mean such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board by a Nominating Shareholder; (v) â€œowned beneficiallyâ€ or

â€œowns beneficiallyâ€ means, in connection with the ownership of shares in the capital of the Company by a person, (A)Â any such shares as to which such person or any of such personâ€™s affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (B)Â any such shares as to which such person or any of such personâ€™s affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (C)Â any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterpartyâ€™s affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such personâ€™s affiliates or Associates is a Receiving Party; provided, however that the number of shares that a person owns beneficially pursuant to this clause (C)Â in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterpartyâ€™s affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterpartyâ€™s affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate; and (D)Â any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and Â - 34 - (vi) â€œpublic announcementâ€ shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company or its agents under its profile on the System of Electronic Document Analysis and Retrieval at www.sedarplus.ca. (g) Notwithstanding any other provision to this Â§14.12, notice or any delivery given to an officer of the Company pursuant to this Â§14.12 may only be given by personal delivery, facsimile transmission, email or other electronic transmission method made available by the Company, and shall be deemed to have been given and made only at the time it is served by personal delivery, email, electronic transmission or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to an officer of the Company at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a Business Day or later than 5:00 p.m. (Vancouver time) on a day which is a Business Day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a Business Day. 14.13 In no event shall any adjournment or postponement of a Meeting of Shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholderâ€™s notice as described in Â§14.12(c). PART 15 POWERS AND DUTIES OF DIRECTORS Powers of Management 15.1 The directors must, subject to the Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the shareholders of the Company. Appointment of Attorney of Company 15.2 The directors may from time to time, by power of attorney or other instrument, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her. PART 16 INTERESTS OF DIRECTORS AND OFFICERS Obligation to Account for Profits 16.1 A director or senior officer who holds a disclosable interest (as that term is used in the Act) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Act. Â - 35 - Restrictions on Voting by Reason of Interest 16.2 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directorsâ€™ resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution. Interested Director Counted in Quorum 16.3 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting. Disclosure of Conflict of Interest or Property 16.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individualâ€™s duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Act. Director Holding Other Office in the Company 16.5 A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine. No Disqualification 16.6 No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason. Professional Services by Director or Officer 16.7 Subject to the Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer. Director or Officer in Other Corporations 16.8 A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the Act, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person. Â - 36 - PART 17 PROCEEDINGS OF DIRECTORS Meetings of Directors 17.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine. Voting at Meetings 17.2 Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote. Chair of Meetings 17.3 The following individual is entitled to preside as chair at a meeting of directors: (a) the chair of the board, if any; (b) in the absence of the chair of the board, the president, if any, if the president is a director; or (c) any other director chosen by the directors if: (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting; (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting. Place of Meetings 17.4 Meetings of directors may be held at any place within or outside of Canada, or if so approved by all of the directors, such meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. Meetings by Telephone or Other Communications Medium 17.5 A director may participate in a meeting of the directors or of any committee of the directors: (a) in person; or (b) by telephone or by other

communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Â§17.5 is deemed for all purposes of the Act and these Articles to be present at the meeting and to have agreed to participate in that manner. Calling of Meetings 17.6 A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time. Â - 37 - Notice of Meetings 17.7 Other than for meetings held at regular intervals as determined by the directors pursuant to Â§17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Â§23.1 or orally or by telephone. When Notice Not Required 17.8 It is not necessary to give notice of a meeting of the directors to a director if: (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or (b) the director has waived notice of the meeting. Meeting Valid Despite Failure to Give Notice 17.9 The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director, does not invalidate any proceedings at that meeting. Waiver of Notice of Meetings 17.10 Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director. Attendance of a director at a meeting of the directors is a waiver of notice of the meeting unless that director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Quorum 17.11 The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be a majority of the directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting. Validity of Acts Where Appointment Defective 17.12 Subject to the Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer. Consent Resolutions in Writing 17.13 A resolution of the directors or of any committee of the directors may be passed without a meeting: (a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or (b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution. Â - 38 - A consent in writing under this Â§17.13 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a consent, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Â§17.13 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors. PART 18 EXECUTIVE AND OTHER COMMITTEES Appointment and Powers of Executive Committee 18.1 The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directorsâ€™ powers, except: (a) the power to fill vacancies in the board of directors; (b) the power to remove a director; (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and (d) such other powers, if any, as may be set out in the resolution or any subsequent directorsâ€™ resolution. Appointment and Powers of Other Committees 18.2 The directors may, by resolution: (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate; (b) delegate to a committee appointed under Â§(a)Â any of the directorsâ€™ powers, except: (i) the power to fill vacancies in the board of directors; (ii) the power to remove a director; (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and (iv) the power to appoint or remove officers appointed by the directors; and (c) make any delegation referred to in Â§(b)Â subject to the conditions set out in the resolution or any subsequent directorsâ€™ resolution. Obligations of Committees 18.3 Any committee appointed under Â§18.1 or Â§18.2, in the exercise of the powers delegated to it, must: (a) conform to any rules that may from time to time be imposed on it by the directors; and (b) report every act or thing done in exercise of those powers at such times as the directors may require. Â - 39 - Powers of Board 18.4 The directors may, at any time, with respect to a committee appointed under Â§18.1 or Â§18.2 (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding; (b) terminate the appointment of, or change the membership of, the committee; and (c) fill vacancies in the committee. Committee Meetings 18.5 Subject to Â§18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Â§18.1 or Â§18.2: (a) the committee may meet and adjourn as it thinks proper; (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting; (c) a majority of the members of the committee constitutes a quorum of the committee; and (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote. PART 19 OFFICERS Directors May Appoint Officers 19.1 The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment. Functions, Duties and Powers of Officers 19.2 The directors may, for each officer: (a) determine the functions and duties of the officer; (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer. Qualifications 19.3 No person may be appointed as an officer unless that person is qualified in accordance with the Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board, chair of a committee of the board or lead independent director, if any, must be a director. Any other officer need not be a director. Â - 40 - Remuneration and Terms of Appointment 19.4 All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity. PART 20 INDEMNIFICATION Definitions 20.1 In this Part 20: (a) â€œeligible partyâ€, in relation to a company, means an individual who: (i) is or was a director or officer of the Company; (ii) is or was a director or officer of another corporation (A) at a time when the corporation is or was an affiliate of the Company, or (B) at the request of the Company; or (iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity, and includes, except in the definition of â€œeligible proceedingâ€ and Sections 163(1)(c) and (d)Â and 165 of the Act, the heirs and personal or other legal representatives of that individual; (b) â€œeligible penaltyâ€ means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding; (c) â€œeligible proceedingâ€ means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Company or an associated corporation (i) is or may be joined as a party; or (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding; (d) â€œexpensesâ€ has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a

proceeding; and (e) â€œproceedingâ€ includes any legal proceeding or investigative action, whether current, threatened, pending or completed. Mandatory Indemnification of Eligible Parties 20.2 Subject to the Act, the Company must indemnify each eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each eligible party is deemed to have contracted with the Company on the terms of the indemnity contained in this Â§20.2. Â - 41 - Indemnification of Other Persons 20.3 Subject to any restrictions in the Act, the Company may agree to indemnify and may indemnify any person (including an eligible party) against eligible penalties and pay expenses incurred in connection with the performance of services by that person for the Company. Authority to Advance Expenses 20.4 The Company may advance expenses to an eligible party to the extent permitted by and in accordance with the Act. Non-Compliance with Act 20.5 Subject to the Act, the failure of an eligible party of the Company to comply with the Act or these Articles or, if applicable, any former Companies Act or former Articles does not, of itself, invalidate any indemnity to which he or she is entitled under this Part 20. Company May Purchase Insurance 20.6 The Company may purchase and maintain insurance for the benefit of any eligible party (or the heirs or legal personal representatives of any eligible party) against any liability incurred by any eligible party. PART 21 DIVIDENDS Payment of Dividends Subject to Special Rights 21.1 The provisions of this Part 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends. Declaration of Dividends 21.2 Subject to the Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable. No Notice Required 21.3 The directors need not give notice to any shareholder of any declaration under Â§21.2. Record Date 21.4 The directors must set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. Manner of Paying Dividend 21.5 A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other entity, or in any one or more of those ways. Â - 42 - Settlement of Difficulties 21.6 If any difficulty arises in regard to a distribution under Â§21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may: (a) set the value for distribution of specific assets; (b) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and (c) vest any such specific assets in trustees for the persons entitled to the dividend. When Dividend Payable 21.7 Any dividend may be made payable on such date as is fixed by the directors. Dividends to be Paid in Accordance with Number of Shares 21.8 All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held. Receipt by Joint Shareholders 21.9 If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share. Dividend Bears No Interest 21.10 No dividend bears interest against the Company. Fractional Dividends 21.11 If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend. Payment of Dividends 21.12 Any dividend or other distribution payable in money in respect of shares may be paid (i)Â by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing or (ii)Â by wire transfer or other electronic means. In the case of payment of a dividend by cheque, mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority. In the case of payment of a dividend by wire transfer or other electronic means, the initiation of such payment by the Company will, to the extent of the sum represented by the transfer (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless the amount of tax so deducted is not paid to the appropriate taxing authority. Capitalization of Retained Earnings or Surplus 21.13 Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof. Â - 43 - PART 22 ACCOUNTING RECORDS AND AUDITOR Recording of Financial Affairs 22.1 The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Act. Inspection of Accounting Records 22.2 Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company. Remuneration of Auditor 22.3 The directors may set the remuneration of the auditor of the Company. PART 23 NOTICES Method of Giving Notice 23.1 Unless the Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Act or these Articles (a â€œNoticeâ€) to be sent by or to a person may be sent by: (a) mail addressed to the person at the applicable address for that person as follows: (i) for a Notice mailed to a shareholder, the shareholderâ€™s registered address; (ii) for a Notice mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the mailing address of the intended recipient; (b) delivery at the applicable address for that person as follows, addressed to the person: (i) for a Notice delivered to a shareholder, the shareholderâ€™s registered address; (ii) for a Notice delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the delivery address of the intended recipient; (c) sending the Notice by fax to the fax number provided by the intended recipient for the sending of Notices that class; (d) sending the Notice by email to the email address provided by the intended recipient for the sending of Notices of that class; (e) sending the Notice by other means of electronic transmission accessible by the intended recipient for the sending of Notices of that class in accordance with applicable law; and Â - 44 - (f) physical delivery to the intended recipient. Press Release 23.2 Unless the Act or these Articles provide otherwise, a Notice to be sent to a shareholder shall be deemed conclusively to have been given or made, and the obligation to give any Notice shall, unless otherwise required by applicable laws and regulations, be deemed conclusively to have been fully satisfied upon issuing a press release complying with applicable laws and regulations if deemed by the board of directors to be a reasonable or appropriate means of providing such Notice. Deemed Receipt of Mailing 23.3 A notice, statement, report or other record that is: (a) mailed to a person by ordinary mail to the applicable address for that person referred to in Â§23.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing; (b) faxed to a person to the fax number provided by that person under Â§23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; (c) emailed to a person to the e-mail address provided by that person under Â§23.1 is deemed to be received by the person to whom it was e-mailed on the day that it was emailed; and (d) sent to a person by other means of electronic transmission under Â§23.1 is deemed to be received by the person to whom it was transmitted on the day that such transmission occurred. Certificate of Sending 23.4 A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Â§23.1 is conclusive evidence of that fact. Notice to Joint Shareholders 23.5 A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share. Notice to Legal Personal Representatives and Trustees 23.6 A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by: (a) mailing the record, addressed to them: (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and (ii) at

the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or Â - 45 - (b) if an address referred to in Â§23.6(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. Undelivered Notices 23.7 If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Â§23.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address. PART 24 PROHIBITIONS Definitions 24.1 In this Part 24: (a) â€œdesignated securityâ€ means: (i) a voting security of the Company; (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or (iii) a security of the Company convertible, directly or indirectly, into a security described in Â§(a)Â or Â§(b); (b) â€œsecurityâ€ has the meaning assigned in the Securities Act (British Columbia); and (c) â€œvoting securityâ€ means a security of the Company that: (i)Â is not a debt security; and (ii)Â carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing. Application 24.2 Â§24.3 does not apply to the Company if and for so long as it is a public company, a private company which is no longer eligible to use the private issuer exemption under the Securities Act (British Columbia) or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply. Consent Required for Transfer of Shares or Designated Securities 24.3 No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition. PART 25 FORUM SELECTION 25.1 Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Â - 46 - Nothing in this 25.1 shall be deemed to apply to any suits brought to enforce any liability or duty created by the Exchange Act. Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to the provisions of this Â§25.1. PART 26 SPECIAL RIGHTS AND RESTRICTIONS CLASS A EXCHANGEABLE SUBORDINATE VOTING SHARES Special Rights and Restrictions 26.1 The ClassÂ A Shares as a class shall have attached thereto the special rights and restrictions specified in this Part 26. DIVIDENDS Dividend Rights 26.2 Each ClassÂ A Shareholder shall be entitled to receive, and the Company shall pay thereon, as and when declared by the board of directors, a dividend on each ClassÂ A Share in an amount in cash for each ClassÂ A Share equal to the cash distribution declared on each BEP Unit on each BEP Distribution Declaration Date occurring after the first date of issuance of the ClassÂ A Shares multiplied by the Conversion Factor in effect on the Record Date of such dividend (the â€œClassÂ A Dividendâ€), it being understood that ClassÂ A Shareholders will not be entitled to any dividends other than the ClassÂ A Dividend. Unpaid Dividends 26.3 If the full amount of a ClassÂ A Dividend is not declared on a BEP Distribution Declaration Date, or is declared but is not paid on the payment date, then such ClassÂ A Dividend shall accrue and accumulate, whether or not the Company has earnings, whether or not there are funds legally available for the payment thereof and whether or not such distributions are earned or authorized (such amounts, the â€œUnpaid Dividendsâ€). Any dividend payment made on the ClassÂ A Shares shall first be credited against the earliest Unpaid Dividends due with respect to such ClassÂ A Shares which remains payable. Payment of Dividends 26.4 Cheques of the Company, wire transfers or other electronic means of payment may be issued or initiated, as applicable, in respect of all ClassÂ A Dividends contemplated by Â§26.2 and the sending of such cheque, wire transfer or other electronic means of payment, as applicable, to each ClassÂ A Shareholder will satisfy the cash dividend represented thereby unless, in the case of a cheque, the cheque is not paid on presentation. Subject to the requirements of applicable Law with respect to unclaimed property, no ClassÂ A Shareholder will be entitled to recover by action or other legal process against the Company any dividend that is represented by a cheque that has not been duly presented to the Companyâ€™s bankers for payment or that otherwise remains unclaimed for a period of two years from the date on which such dividend was first payable. Record and Payment Dates 26.5 The Record Date with respect to any ClassÂ A Dividend declared by the board of directors and the payment date of such ClassÂ A Dividend will be the same dates as the Record Date and the payment date, respectively, for the corresponding distribution declared on the BEP Units, each as approved by the board of directors. Â - 47 - RANKING Ranking of the ClassÂ A Shares 26.6 The ClassÂ A Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank senior to the ClassÂ B Shares and any other shares ranking junior to the ClassÂ A Shares with respect to priority in payment of dividends and return of capital in a Liquidation Event. VOTING Voting Rights 26.7 Except as expressly provided herein, each ClassÂ A Shareholder will be entitled to receive notice of, and to attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified class or series of shares are entitled to vote separately as a class or series. Each ClassÂ A Shareholder shall be entitled to cast one vote for each ClassÂ A Share held at the record date for the determination of shareholders entitled to vote on any matter. 26.8 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A Shareholders and ClassÂ B Shareholders will vote together and not as separate classes. 26.9 The holders of the outstanding ClassÂ A Shares and ClassÂ B Shares, voting together, shall be entitled to vote in respect of the election of all directors of the Company. Amendment with Approval of ClassÂ A Shareholders 26.10 In addition to any other approvals required by Law, any approval given by the ClassÂ A Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A Shares or any other matter requiring the approval or consent of the ClassÂ A Shareholders as a separate class will be deemed to have been sufficiently given if it will have been given in accordance with applicable Law, subject to a minimum requirement that such amendment be approved by not less than 66 2/3% of the votes cast on such amendment at a meeting of ClassÂ A Shareholders duly called and held at which the ClassÂ A Shareholders holding at least 10% of the outstanding ClassÂ A Shares at that time are present or represented by proxy; provided that such approval must be given also by the affirmative vote of holders of not less than 66 2/3% of the Non-Affiliated Holders represented in person or by proxy at the meeting. If at any such meeting the ClassÂ A Shareholders holding at least 10% of the outstanding ClassÂ A Shares as of the Record Date of such meeting are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting will be adjourned to such date not less than five days thereafter and to such time and place as may be designated by the chairman of such meeting. At such reconvened meeting, the ClassÂ A Shareholders present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 66 2/3% of the votes cast on such amendment at such reconvened meeting by the Non-Affiliated Holders shall be effective. Notwithstanding the foregoing, any approval given by the ClassÂ A Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A Shares or any other matter that would reasonably be expected to impact the economic equivalence of a ClassÂ A Share with a BEP Unit shall require (i)Â at a duly called annual or special meeting of the ClassÂ A Shareholders, the affirmative consent or vote, as applicable, of holders of a majority of the outstanding ClassÂ A Shares held by Non-Affiliated Holders voting as a class, or (ii)Â in the event that there is more than one independent director of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) who does not also serve on the board of the BEP GP (each a â€œnon-overlapping directorâ€), the approval of a majority of such non-overlapping directors. Â - 48 - Approval of Issuance of Senior Securities to Affiliates 26.11 Notwithstanding anything in these Articles to the contrary, approval of holders of a majority of the outstanding ClassÂ A Shares held by Non-Affiliated Holders, voting as a class, shall be required prior to the Companyâ€™s issuance to BN or BEP or any of their affiliates of any preferred or equity securities (including any share purchase, warrants, options and other rights convertible into, exchangeable for or exercisable for such securities) that rank senior to the ClassÂ A Shares with respect to payment of dividends or return of capital in the event of liquidation, dissolution or winding-up of the Company. EXCHANGE RIGHTS Exchange at the Option of the ClassÂ A Shareholder

26.12 Subject to applicable Law and the due exercise by BEP of the Exchange-Redemption Call Right, at any time from and after the date of the issuance of the ClassÂ A Shares, each ClassÂ A Shareholder shall have the right (the â€œExchange Rightâ€) to require the Company to redeem all or such portion of the ClassÂ A Shares registered in the name of such ClassÂ A Shareholder specified in a Notice of Exchange delivered to the Transfer Agent by or on behalf of such ClassÂ A Shareholder (such ClassÂ A Shares being hereafter referred to as â€œTendered ClassÂ A Sharesâ€ and such ClassÂ A Shareholder, the â€œTendering ClassÂ A Shareholderâ€) for the BEP Units Amount per Tendered ClassÂ A Share or, if the Company elects in its sole and absolute discretion, the Cash Amount (in lieu of the BEP Units Amount per Tendered ClassÂ A Share), plus, in either case, a cash amount equal to any Unpaid Dividends per Tendered ClassÂ A Share. Notice of Exchange 26.13 A ClassÂ A Shareholder must deliver a Notice of Exchange either electronically (by electronic mail or by any other electronic procedure that may be established by the Transfer Agent and communicated to the ClassÂ A Shareholders by the Company or the Transfer Agent) or physically (by mail, courier, hand delivery or otherwise) to any office of the Transfer Agent prior to the issuance by the Company of a Notice of ClassÂ A Redemption or the announcement of a Liquidation Event in order to exercise his, her or its Exchange Right. The Transfer Agent shall promptly notify the Company, BEP and, until such time as the Rights Agreement has been terminated, BN, of the receipt of a Notice of Exchange. Satisfaction of Exchange Rights 26.14 Upon receipt by the Transfer Agent of a Notice of Exchange and such additional documents and instruments as the Company or the Transfer Agent may reasonably require, and provided that BEP has not exercised the Exchange-Redemption Call Right, the Company will redeem the applicable Tendered ClassÂ A Shares on or prior to the Specified Exchange Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ A Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ A Shares or at the address specified in the holderâ€™s Notice of Exchange, either (i)Â the BEP Units Amount, or (ii)Â the Cash Amount, as the Company may determine in its sole and absolute discretion, together with a cash amount for each Tendered ClassÂ A Share equal to any Unpaid Dividends per Tendered ClassÂ A Share ((i) or (ii), plus such Unpaid Dividends collectively being the â€œExchange Considerationâ€) and such delivery of such Exchange Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the Exchange Rights so exercised. Should the Company elect to satisfy Exchange Rights by delivering the Cash Amount, then the payment of such amount shall be made in the manner set forth in Â§26.4. Â - 49 - 26.15 Any Tendering ClassÂ A Shareholder shall have no further right, with respect to any Tendered ClassÂ A Shares redeemed, repurchased or exchanged, to receive any dividends on ClassÂ A Shares with a Record Date on or after the date on which the Transfer Agent receives such Notice of Exchange. Each Tendering ClassÂ A Shareholder shall continue to own each ClassÂ A Share subject to any Notice of Exchange, and be treated as a ClassÂ A Shareholder with respect to each such ClassÂ A Share for all other purposes of these Articles, until such ClassÂ A Share has been redeemed in accordance with Â§26.14 or repurchased or exchanged in accordance with the Rights Agreement, as applicable, for the Secondary Exchange Amount in accordance with Â§26.17. A Tendering ClassÂ A Shareholder shall have no rights as a unitholder of BEP with respect to any BEP Units to be received by such Tendering ClassÂ A Shareholder in exchange for Tendered ClassÂ A Shares pursuant to Â§26.12 until the Transfer Agent has issued such BEP Units to such Tendering ClassÂ A Shareholder. 26.16 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ A Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A Shares, and BEP has not exercised its Exchange-Redemption Call Right with respect to the Tendered ClassÂ A Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A Shares (rounded down to a whole number of ClassÂ A Shares) that would not be contrary to such requirements or other provisions. The Company will notify any such Tendering ClassÂ A Shareholder at least one Business Day prior to the Specified Exchange Date as to the number of Tendered ClassÂ A Shares that will be redeemed by the Company. Where there is more than one Tendering ClassÂ A Shareholder, the Company will redeem the maximum number of Tendered ClassÂ A Shares that would not be contrary to such requirements or other provisions among such Tendering ClassÂ A Shareholders on a pro rata basis. Secondary Exchange Rights 26.17 For so long as the Rights Agreement has not been terminated, if a Tendering ClassÂ A Shareholder has not received the Exchange Consideration with respect to any Tendered ClassÂ A Shares by the Close of Business on the applicable Specified Exchange Date for any reason, then, on the terms and subject to the conditions set forth in the Rights Agreement, which the ClassÂ A Shareholders shall have a right to enforce, such Tendering ClassÂ A Shareholder shall be entitled to receive from BN the Secondary Exchange Amount with respect to each such Tendered ClassÂ A Share no later than the applicable Secondary Exchange Date (the â€œSecondary Exchange Rightâ€). The Company shall send to BN and to the Rights Agent on the applicable Specified Exchange Date a notice to the effect that the Tendering ClassÂ A Shareholder has not received the Exchange Consideration and such notice will set forth the identity of the Tendering ClassÂ A Shareholder, the number of Tendered ClassÂ A Shares, the amounts of such Exchange Consideration then not paid and will be otherwise consistent with the definition of â€œCompany Noticeâ€ in the Rights Agreement. No Fractional BEP Units 26.18 Notwithstanding anything to the contrary set forth herein, no fractional BEP Units shall be issued in connection with the satisfaction of Exchange Rights, in connection with a redemption of a ClassÂ A Share or in connection with a Liquidation Event. In lieu of any fractional BEP Units to which the Tendering ClassÂ A Shareholder would otherwise be entitled, the Company shall pay a cash amount equal to the BEP Unit Value on the Trading Day immediately preceding the Exchange Date multiplied by such fraction of a BEP Unit. In lieu of any fractional BEP Units to which the Tendering ClassÂ A Shareholder would otherwise be entitled pursuant to the Rights Agreement, the Rights Agent shall pay a cash amount as determined in accordance with the terms and conditions of the Rights Agreement. Â - 50 - Withholding Taxes 26.19 Each Tendering ClassÂ A Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ A Shares pursuant to Â§26.12 to Â§26.14 and will be deemed to have authorized the Company to retain such portion of the Exchange Consideration as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§26.19, the Company shall give each Tendering ClassÂ A Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of Exchange from such Tendering ClassÂ A Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ A Shares subject to such Notice of Exchange, provide the Tendering ClassÂ A Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ A Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§26.19; provided that any determination with respect to the tax withholding shall be made by the Company, BEP or an affiliate of BEP, as applicable, in its sole discretion exercised in good faith. COMPANY REDEMPTION RIGHTS Company Redemption 26.20 If the Company delivers or causes to be delivered a Notice of ClassÂ A Redemption to the ClassÂ A Shareholders, it shall redeem all of the issued and outstanding ClassÂ A Shares on the Specified ClassÂ A Redemption Date. The Company may deliver a Notice of ClassÂ A Redemption at any time, in its sole discretion and subject to applicable Law, including in any of the following circumstances: (a)Â the total number of ClassÂ A Shares outstanding decreases by 50% or more over any 12- month period; (b) a Person acquires 90% of the BEP Units in a take-over bid (as defined by Applicable Securities Laws); (c) the holders of BEP Units approve an acquisition of BEP by way of arrangement or amalgamation; (d)Â the holders of BEP Units approve a restructuring or other reorganization of BEP; (e)Â there is a sale of all or substantially all the assets of BEP; (f)Â there is a change of Law (whether by legislative, governmental or judicial action), administrative practice or interpretation, or a change in circumstances of the Company and the shareholders of the Company, that may result in adverse tax consequences for the Company or the shareholders of the Company; or (g)Â the board, in its good faith, concludes that the holders of BEP Units or the ClassÂ A Shareholders are adversely impacted by a fact, change, or other circumstance relating to the Company. Right of ClassÂ B Shareholders to Cause Redemption of ClassÂ A Shares 26.21 The ClassÂ B Shareholders may, at any time and in their sole discretion, deliver a notice to

the Company specifying a date upon which the Company shall redeem all of the issued and outstanding ClassÂ A Shares (provided that such specified date is no less than 60 days from the date on which the ClassÂ B Shareholders deliver such notice), and as soon as reasonably practicable after the receipt of such notice, the Company shall, subject to applicable Law, deliver a Notice of ClassÂ A Redemption to the ClassÂ A Shareholders and, without the consent of the ClassÂ A Shareholders, shall redeem all of the ClassÂ A Shares on the Specified ClassÂ A Redemption Date. Â - 51 - Redemption Procedure 26.22 In the event of a redemption of the ClassÂ A Shares, each ClassÂ A Shareholder shall be considered a Tendering ClassÂ A Shareholder and each ClassÂ A Share shall be considered a Tendered ClassÂ A Share for the purposes of Â§26.20 to Â§26.23, and the Company shall, at or prior to Close of Business on the Specified ClassÂ A Redemption Date, pay to each Tendering ClassÂ A Shareholder the BEP Units Amount, together with a cash amount for each Tendered ClassÂ A Share equal to any Unpaid Dividends per Tendered ClassÂ A Share (the BEP Units Amount, plus such Unpaid Dividends collectively being the â€œRedemption Considerationâ€) and such delivery of such Redemption Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the redemption of the ClassÂ A Shares. 26.23 Â§26.15 to Â§26.16 and Â§26.18 to Â§26.19 shall apply in their entirety, mutatis mutandis, to a redemption of the ClassÂ A Shares. Exchange-Redemption Call Right 26.24 Notwithstanding the provisions in Â§26.12 to Â§26.23 above, (a) in the event the Company receives a Notice of Exchange from a Tendering ClassÂ A Shareholder, BEP shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the Tendered ClassÂ A Shares from the Tendering ClassÂ A Shareholder by delivering the Exchange Consideration (the form of Exchange Consideration to be determined by BEP in its sole and absolute discretion) in accordance with Â§26.12 to Â§26.19 and Â§26.19 to Â§26.19, mutatis mutandis, in satisfaction of the obligations of the Company, and (b)Â in the event the Company provides a Notice of ClassÂ A Redemption to each ClassÂ A Shareholder, BEP shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the ClassÂ A Shares from each ClassÂ A Shareholder by delivering the Redemption Consideration in accordance with Â§26.20 to Â§26.23, mutatis mutandis, in satisfaction of the obligations of the Company as set out therein (the right in either (a)Â or (b) being the â€œExchange- Redemption Call Rightâ€), and in the event of the exercise by BEP of the Exchange-Redemption Call Right, each Tendering ClassÂ A Shareholder will be obligated to sell all Tendered ClassÂ A Shares held by such Tendering ClassÂ A Shareholder to BEP (or its affiliate, as applicable) on delivery by BEP (or its affiliate, as applicable) to such Tendering ClassÂ A Shareholder of the Exchange Consideration or the Redemption Consideration, as applicable, and the Company will have no obligation to pay any Exchange Consideration or Redemption Consideration to the holders of such ClassÂ A Shares so purchased by BEP (or its affiliate, as applicable). 26.25 In order to exercise its Exchange-Redemption Call Right, BEP must notify the Transfer Agent in writing, as agent for the holders of ClassÂ A Shares, and the Company, of its intention to exercise such right at least 3 days before the Specified Exchange Date or at least 10 days before the Specified ClassÂ A Redemption Date, as applicable. Delivery by BEP to the Transfer Agent of a standing direction as to any exercise of the Exchange-Redemption Call Right in respect of the exercise of Exchange Rights shall satisfy the notification requirements set forth in this Â§26.25. Â - 52 - LIQUIDATION Liquidation Rights 26.26 Upon any liquidation, dissolution, winding up of the Company or any other distribution of its assets among its shareholders, whether voluntary or involuntary (a â€œLiquidation Eventâ€), including where substantially concurrent with the liquidation, dissolution, or winding up of BEP, whether voluntary or involuntary (a â€œBEP Liquidation Eventâ€), each ClassÂ A Shareholder shall, subject to the exercise of the Liquidation Call Right, be entitled to be paid out of the assets of the Company legally available for distribution on the effective date of the Liquidation Event (the â€œLiquidation Dateâ€) an amount in cash per ClassÂ A Share then held by them equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the Liquidation Event (the â€œLiquidation Reference Dateâ€) multiplied by the Conversion Factor (and together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share, the â€œLiquidation Amountâ€). Notwithstanding the foregoing, in connection with a Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, if the Company, in its sole and absolute discretion elects, it may, subject to applicable Law, redeem all of the outstanding ClassÂ A Shares in exchange for such number of BEP Units per ClassÂ A Share equal to the Conversion Factor in effect on the Liquidation Reference Date, together with a cash amount per ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share in accordance with Â§26.22 and Â§26.23, in lieu of paying the Liquidation Amount. 26.27 The rights of the ClassÂ A Shareholders to receive the amount set forth in Â§26.26 is subject to: (a) the prior rights of holders of any class of shares ranking in priority with the ClassÂ A Shares; (b)Â prior payment in full to each Tendering ClassÂ A Shareholder that submitted a Notice of Exchange at least 10 days prior to the date of the Liquidation Event of the Exchange Consideration; and (c)Â prior payment in full to each Tendering ClassÂ B Shareholder that submitted a Notice of ClassÂ B Retraction at least 30 days prior to the date of the Liquidation Event of the ClassÂ B Retraction Amount. 26.28 If, upon any such Liquidation Event, the assets of the Company are insufficient to make payment in full to all ClassÂ A Shareholders of the foregoing amounts set forth in Â§26.26 with respect to the Liquidation Event, then such assets (or consideration) shall be distributed among the ClassÂ A Shareholders at the time outstanding, rateably in proportion to the full amounts to which they would otherwise be respectively entitled to receive under Â§26.26. BEP Liquidation Call Right 26.29 Notwithstanding Â§26.26, BEP will have the overriding right (the â€œLiquidation Call Rightâ€), in the event of and notwithstanding the occurrence of any Liquidation Event, to purchase from, or cause its affiliate to purchase from, all but not less than all of the ClassÂ A Shareholders on the Liquidation Date all but not less than all of the ClassÂ A Shares held by each such holder in exchange for the issuance by BEP of such number of BEP Units per ClassÂ A Share equal to the Conversion Factor in effect on the Liquidation Reference Date (and together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share, the â€œLiquidation Call Considerationâ€). In the event of the exercise of a Liquidation Call Right, each such ClassÂ A Shareholder will be obligated on the Liquidation Date to sell all the ClassÂ A Shares held by such holder to BEP on the Liquidation Date upon issuance by BEP to the holder of the Liquidation Call Consideration for each such ClassÂ A Share and the Company will have no obligation to pay any Liquidation Amount to the holders of such ClassÂ A Shares so purchased by BEP. Â - 53 - 26.30 In order to exercise the Liquidation Call Right, BEP must notify the Transfer Agent in writing, as agent for the ClassÂ A Shareholders and the Company, of its intention to exercise such right at least 30 days before the Liquidation Date in the case of a voluntary liquidation, dissolution or winding up of the Company and at least five Business Days before the Liquidation Date in the case of an involuntary liquidation, dissolution or winding up of the Company. If BEP exercises the Liquidation Call Right in accordance with this Â§26.30, all obligations of the Company under Â§26.26 to Â§26.28 will terminate and on the Liquidation Date BEP will purchase and ClassÂ A Shareholders will sell all of their ClassÂ A Shares then outstanding for a price per unit equal to the Liquidation Call Consideration. Automatic Redemption Rights 26.31 Subject to the exercise of the Liquidation Call Right, in connection with a BEP Liquidation Event, including where substantially concurrent with a Liquidation Event, the Company shall, subject to applicable Law, redeem all outstanding ClassÂ A Shares on the day prior to the effective date of the BEP Liquidation Event, and immediately following the automatic redemption by Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation) of the ClassÂ A.1 Shares and ClassÂ A.2 Shares (or exercise by BEP of the Liquidation Call Right in respect thereof), in exchange for, in its sole and absolute discretion, (i)Â an amount in cash per share equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event multiplied by the Conversion Factor (together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share), or (ii)Â such number of BEP Units equal to the Conversion Factor in effect on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event (together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share). OTHER RIGHTS AND RESTRICTIONS Conversion of ClassÂ A Shares 26.32 Any BEP-Affiliated ClassÂ A Shareholder shall be entitled at any time to have any or all of such BEP-Affiliated ClassÂ A Shareholderâ€™s ClassÂ A Shares converted into ClassÂ B Shares at a conversion rate equal to one ClassÂ B Share for each ClassÂ A Share in respect of which the conversion right is exercised. The right of conversion herein provided for may be exercised by notice in writing given to the Transfer Agent (a â€œConversion Noticeâ€), which notice shall specify the number of ClassÂ A Shares that the BEP-

Affiliated ClassÂ A Shareholder desires to have converted. Upon receipt of a Conversion Notice, the Company shall, subject to applicable Law, promptly issue to the converting BEP-Affiliated ClassÂ A Shareholder the requisite number of ClassÂ B Shares and the Transfer Agent shall cancel the converted ClassÂ A Shares subject to the Conversion Notice effective concurrently therewith. Call Rights 26.33 Each ClassÂ A Shareholder, whether a registered holder or a beneficial holder, by virtue of becoming and being such a holder will be deemed to acknowledge each of the Exchange-Redemption Call Right and the Liquidation Call Right, in each case, in favour of BEP, and the overriding nature thereof in connection with the exercise of Exchange Rights, the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, or the retraction or redemption of ClassÂ A Shares, as the case may be, and to be bound thereby in favour of BEP as herein provided. Â - 54 - Transfer Restrictions 26.34 No ClassÂ A Shareholder shall transfer to any Person such number of ClassÂ A Shares such that, after giving effect to the transfer, the transferee, together with its affiliates, would hold a direct and/or indirect interest in voting securities carrying 10% or more of the voting rights attached to all voting securities of the Company without the prior approval of the Federal Energy Regulatory Commission, to the extent required. PART 27 SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Special Rights and Restrictions 27.1 The ClassÂ B Shares as a class shall have attached thereto the special rights and restrictions specified in this Part 27. Dividend Rights 27.2 ClassÂ B Shareholders shall be entitled to receive, as and when declared by the board of directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the board of directors. The ClassÂ B Shareholders shall not be entitled to receive dividends (i)Â unless and until the Company has paid any Unpaid Dividends, and (ii)Â unless and until the Company has paid all of the Exchange Consideration owing to any Tendering ClassÂ A Shareholders who have submitted Notices of Exchange before the date the board of directors declares a dividend on the ClassÂ B Shares. The record and payment dates for dividends on ClassÂ B Shares shall be such date that the board of directors shall designate for the payment of such dividends. Stock Dividends 27.3 In the event a dividend is declared and paid on the ClassÂ A Shares consisting of ClassÂ A Shares, the board shall, subject to applicable Law, contemporaneously declare and pay an equivalent dividend on the ClassÂ B Shares consisting of ClassÂ B Shares. Ranking of the ClassÂ B Shares 27.4 The ClassÂ B Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank junior to the ClassÂ A Shares and senior to any shares ranking junior to the ClassÂ B Shares with respect to priority in payment of dividends and return of capital in a Liquidation Event. Voting Rights 27.5 Except as expressly provided herein, each ClassÂ B Shareholder will be entitled to receive notice of, and attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified class or series of shares are entitled to vote separately as a class or series. Each ClassÂ B Shareholder will be entitled to cast a number of votes per ClassÂ B Share equal to: (i)Â the number that is three times the number of ClassÂ A Shares then issued and outstanding, divided by (ii)Â the number of ClassÂ B Shares then issued and outstanding. 27.6 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A Shareholders and the ClassÂ B Shareholders will vote together and not as separate classes. 27.7 At any time that no ClassÂ A Shares are outstanding or for any vote held only in respect of the ClassÂ B Shares, each ClassÂ B Shareholder will be entitled to cast one vote per ClassÂ B Share. 27.8 The holders of the outstanding ClassÂ A Shares and ClassÂ B Shares, voting together, shall be entitled to vote for the election of all directors of the Company. Â - 55 - Amendment with Approval of ClassÂ B Shareholders 27.9 In addition to any other approvals required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ B Shares as a class may be added to, changed or removed but only with the approval of the ClassÂ B Shareholders given as hereinafter specified. 27.10 The approval of the ClassÂ B Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ B Shares as a class or in respect of any other matter requiring the consent of the ClassÂ B Shareholders may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the ClassÂ B Shareholders or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the ClassÂ B Shareholders duly called for that purpose. On every poll taken at every meeting of the ClassÂ B Shareholders as a class, each ClassÂ B Shareholder entitled to vote thereat shall have one vote in respect of each ClassÂ B Share held. Retraction at the Option of the ClassÂ B Shareholder 27.11 Subject to applicable Law, at any time from and after the date of the issuance of the ClassÂ B Shares, each ClassÂ B Shareholder shall have the right (the â€œClassÂ B Retraction Rightâ€) to require the Company to redeem all or such portion of the ClassÂ B Shares registered in the name of such ClassÂ B Shareholder specified in a Notice of ClassÂ B Retraction delivered to the Company by or on behalf of such ClassÂ B Shareholder (such ClassÂ B Shares being hereafter referred to as â€œTendered ClassÂ B Sharesâ€ and such ClassÂ B Shareholder, the â€œTendering ClassÂ B Shareholderâ€) for the Cash Amount (the â€œClassÂ B Retraction Amountâ€). Notice of ClassÂ B Retraction 27.12 A ClassÂ B Shareholder must deliver a Notice of ClassÂ B Retraction to the registered office of the Company in order to exercise his, her or its ClassÂ B Retraction Right. Satisfaction of Retraction Right 27.13 Upon receipt by Company of a Notice of ClassÂ B Retraction and such additional documents and instruments as the Company may reasonably require, the Company shall redeem the Tendered ClassÂ B Shares on or prior to the Specified ClassÂ B Retraction Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ B Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ B Shares or at the address specified in the holderâ€™s Notice of ClassÂ B Retraction, the ClassÂ B Retraction Amount, and such delivery of such ClassÂ B Retraction Amount by or on behalf of the Company, will be deemed to be payment of and will satisfy and discharge all liability for the ClassÂ B Retraction Right so exercised. 27.14 Each Tendering ClassÂ B Shareholder shall continue to own each ClassÂ B Share subject to any Notice of ClassÂ B Retraction, and be treated as a ClassÂ B Shareholder with respect to each such ClassÂ B Share for all other purposes of these Articles, until such ClassÂ B Share has been redeemed by the Company in accordance with Â§27.11 to Â§27.16. 27.15 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. Withholding Taxes 27.16 Each Tendering ClassÂ B Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ B Shares pursuant to Â§27.11 to Â§27.13 and will be deemed to have authorized the Company to retain such portion of the ClassÂ B Retraction Amount as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§27.16, the Company shall give each Tendering ClassÂ B Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of ClassÂ B Retraction from such Tendering ClassÂ B Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ B Shares subject to such Notice of ClassÂ B Retraction, provide the Tendering ClassÂ B Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ B Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§27.16; provided that any determination with respect to the tax withholding shall be made by the Company in its sole discretion exercised in good faith. Â - 56 - Liquidation Rights 27.17 Upon any Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, the ClassÂ B Shareholders shall be entitled to receive on the Liquidation Date the assets and property of the Company remaining, if any, after the prior payments of the amounts set forth in Â§27.18. 27.18 The rights of the ClassÂ B Shareholders to receive the amount set forth in Â§27.17 is subject to the prior payment of the amounts set forth in Â§26.27(b) and Â§26.27(c) and to the prior rights of holders of all ClassÂ A Shares and any other class of shares ranking in priority or rateably with the ClassÂ B Shares. Transfer Restrictions 27.19 The ClassÂ B Shares may not be Transferred to any Person other than to BEP or a Person Controlled by BEP. If any ClassÂ B Shares are Transferred in contravention of the preceding sentence, (i)Â such Transfer shall be null and void, and the Company shall not register or otherwise recognize the Transfer of the ClassÂ B Shares to the transferee, (ii)Â any rights to vote attaching to the ClassÂ B Shares so Transferred may not be exercised by any Person, (iii)Â any payment by the Company on the ClassÂ B Shares so Transferred shall be prohibited and any such payment shall be forfeited, and (iv)Â any rights that an ineligible transferee may have

as a result of being a holder of ClassÂ B Shares shall be null and void, in each case, until such time as such Transfer is cancelled. Â - 57 - EXHIBITÂ â€œAâ€ Notice of Exchange NOTICE OF EXCHANGE To: Computershare Investor Services Inc. (the â€œTransfer Agentâ€) PLEASE DELIVER YOUR EXCHANGE REQUEST BY ONE OF THE OPTIONS BELOW: Â â€ƒÂ Â Via PDF Email (recommended)*: Â Â â€ƒÂ Via Mail: Â Â onlinedeposits@computershare.com Â *â€ƒâ€‰â€‰You can either scan this document via PDF or take a picture with your phone (send a CLEAR picture of all pages, both front and back within the same email) Â Â Â Â Computershare Investor Services Inc. P.O. Box 7021 31 Adelaide St E Toronto, ON M5C 3H2 Attn: Corporate Actions This notice is given pursuant to SectionÂ 26.13 of the articles (the â€œArticlesâ€) of Brookfield Renewable Corporation (the â€œCompanyâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in the Articles. The undersigned hereby notifies the Company that the undersigned desires to have the Company redeem in accordance with the Articles: Â â˜ all ClassÂ A Share(s) registered in the name of the undersigned; or Â â˜ â€ƒâ€ƒClassÂ A Share(s) registered in the name of the undersigned. The undersigned acknowledges the Exchange-Redemption Call Right of Brookfield Renewable Partners L.P. (â€œBEPâ€) or an affiliate of BEP to acquire all, but not less than all, of the Tendered ClassÂ A Shares from the undersigned and that this notice is and will be deemed to be an offer by the undersigned to sell the Tendered ClassÂ A Shares to BEP in accordance with the Exchange-Redemption Call Right on or prior to the Specified Exchange Date for the Exchange Consideration or Redemption Consideration and on the other terms and conditions set out in the Articles. The undersigned acknowledges that the Exchange Consideration for the Tendered ClassÂ A Shares may be satisfied by the delivery of an equivalent number of BEP Units (subject to adjustment to reflect certain capital events) or its cash equivalent. The form of payment is to be determined by the Company or BEP in its respective sole and absolute discretion. It is the intention of the Company and BEP to satisfy payment of the Exchange Consideration for Tendered ClassÂ A Shares through the delivery of BEP Units rather than the Cash Amount. The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ A Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A Shares, provided that BEP Â - 59 - has not exercised its Exchange-Redemption Call Right with respect to the Tendered ClassÂ A Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A Shares (rounded down to a whole number of ClassÂ A Shares) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company and BEP that the undersigned has good title to, and owns, the ClassÂ A Share(s) to be acquired by the Company, BEP or an affiliate of BEP as the case may be, free and clear of all liens, claims and encumbrances whatsoever. Â (Date) Â Â Â (Signature of Tendering ClassÂ A Shareholder) Â Â Â (Guarantee of Signature) Â Â CURRENCY ELECTION Â (only if exchange or acquisition of the Tendered ClassÂ A Shares is satisfied by the Cash Amount) Â Shareholders domiciled in Canada will receive the Cash Amount in Canadian dollars (CAD) and shareholders domiciled in the United States and all other countries will receive the Cash Amount in U.S. dollars (USD), unless otherwise elected below: Â â˜â€‚â€‰â€‰Issue my cash entitlement payment(s) in U.S. dollars (USD). Â â˜â€‚â€‰â€‰Issue my cash entitlement payment(s) in Canadian dollars (CAD). Â By electing to receive payment in another currency, the undersigned acknowledges that (a)Â the exchange rate used will be the rate established by the Transfer Agent, in its capacity as foreign exchange service provider to the Company, on the date the funds are converted; (b)Â the risk of any fluctuation in such rate will be borne by the undersigned; and (c)Â the Transfer Agent may earn commercially reasonable spread between its exchange rate and the rate used by any counterparty from which it purchases the elected currency. Payment Delivery Instruction Â â˜â€‚â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid by cheque and mailed to the last address of the Tendering ClassÂ A Shareholder as it appears on the register of the Company or as instructed below in ExhibitÂ A. ALL CHEQUE PAYMENTS WILL BE ISSUED TO THE REGISTERED NAME AS IT CURRENTLY APPEARS. Â â˜â€‚â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid by cheque and held for pick-up by the Tendering ClassÂ A Shareholder at the principal transfer office of the Transfer Agent in Toronto, Ontario. Â â˜â€‚â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid electronically to the Tendering ClassÂ A Shareholder using the electronic payment information as it appears on the dividend register of the Company or as instructed below in ExhibitÂ B. NOTE: This panel must be completed and such additional documents as the Transfer Agent may require must be deposited with the Transfer Agent at its principal transfer office in Toronto, Ontario. The BEP Units Amount and any payment resulting from the exchange or acquisition of the Tendered ClassÂ A Shares will be issued and registered in, and made payable to respectively, the name of the Tendering ClassÂ A Shareholder as it appears on the register of the Company and the BEP Units Amount and payment resulting from such exchange or acquisition will be delivered to such Tendering ClassÂ A Shareholder as indicated above, unless the form appearing immediately below is duly completed. Â - 60 - EXHIBIT A: Cheque Delivery Information Â Date: â€ƒâ€ƒâ€ƒâ

terms and conditions set out in the Articles. Â - 63 - The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ B Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ B Shares (rounded down to a whole number of ClassÂ B Shares) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company that the undersigned has good title to, and owns, the ClassÂ B Share(s) to be acquired by the Company, free and clear of all liens, claims and encumbrances whatsoever. Â Date: Â Â Â (Signature of Tendering ClassÂ B Shareholder) Â (Guarantee of Signature) â˜ Please check this box if the Cash Amount resulting from the acquisition of the Tendered ClassÂ B Shares is to be mailed to the last address of the Tendering ClassÂ B Shareholder as it appears on the register of the Company. NOTE: This panel must be completed and this certificate, together with such additional documents as the Company may require, must be delivered to the registered office of the Company in Vancouver, British Columbia. Any payment resulting from the acquisition of the Tendered ClassÂ B Shares will be made payable to the name of the Tendering ClassÂ B Shareholder as it appears on the register of the Company and payment resulting from such acquisition will be delivered to such Tendering ClassÂ B Shareholder as indicated above, unless the form appearing immediately below is duly completed. Â Date: Â Â Â Name of Person in Whose Name Payment is to be Delivered (please print) Â Street Address or P.O. Box Â City, Province and Postal Code Â Signature of Tendering ClassÂ B Shareholder NOTE: If this Notice of ClassÂ B Retraction is for less than all of the ClassÂ B Share(s) represented by this certificate, a certificate representing the remaining ClassÂ B Shares of the Company will be issued and registered in the name of the Tendering ClassÂ B Shareholder as it appears on the register of the Company. Â - 64 - EXHIBIT B-1 Authorized Signatures for Brookfield Renewable Corporation (â€œBEPCâ€) under Rights Agreement dated as of December 24, 2024 BEPC certifies that the names, titles, telephone numbers and e-mail addresses set forth in this Exhibit B-1 identify the persons authorized to provide the Company Notice. Name, Title, Telephone Number, and e-mail address for person(s) designated to provide the Company Notice Â Name Â Â Title Â Â TelephoneÂ Number Â Â E-mailÂ Address Â Â Signature Â Â Â

Exchange Date. Pursuant to and in accordance with the terms and conditions of the Rights Agreement, the Holder irrevocably elects to exercise its Secondary Exchange Rights for the Holderâ€™s Subject ClassÂ A Shares identified above. The BEP Units Amount or the Cash Amount, as applicable, shall be issued or paid to: Please insert social security or other identifying number Â Â (Please print name and address) Â Â Delivery instructions for BEP Units Amount: [Please insert complete instructions including recipientâ€™s DTC participant number and the account number at the participant.] Delivery instructions for Cash Amount: [Please insert complete wire transfer instructions.] Dated: _____ __, _____ Â Â Signature Signature Medallion Guaranteed: Signatures should be guaranteed by an eligible guarantor institution (bank, stock broker or savings and loan association with membership in an approved signature medallion program). EX-99.3 4 d168282dex993.htm EX-99.3 EX-99.3 Exhibit 99.3 BROOKFIELD CORPORATION - and - BROOKFIELD RENEWABLE CORPORATION - and â€“ BROOKFIELD RENEWABLE PARTNERS L.P. Â Â REGISTRATION RIGHTS AGREEMENT Â Â December 24, 2024 TABLE OF CONTENTS Â Â Â Â Page Â ARTICLE 1 INTERPRETATION Â Â Â 1 Â 1.1 Â Definitions. Â Â Â 1 Â 1.2 Â Headings and Table of Contents Â Â Â 5 Â 1.3 Â Interpretation Â Â Â 5 Â 1.4 Â Invalidity of Provisions Â Â Â 6 Â 1.5 Â Entire Agreement Â Â Â 6 Â 1.6 Â Waiver, Amendment Â Â Â 7 Â 1.7 Â Governing Law Â Â Â 7 Â ARTICLE 2 REGISTRATION RIGHTS Â Â Â 7 Â 2.1 Â Demand Registration Â Â Â 7 Â 2.2 Â Piggyback Registrations. Â Â Â 10 Â 2.3 Â Short-Form Filings Â Â Â 12 Â 2.4 Â Registration Procedures Â Â Â 12 Â 2.5 Â Suspension of Dispositions Â Â Â 17 Â 2.6 Â Registration Expenses Â Â Â 18 Â 2.7 Â Indemnification Â Â Â 18 Â 2.8 Â Transfer of Registration Rights Â Â Â 21 Â 2.9 Â Current Public Information Â Â Â 21 Â 2.10 Â Preservation of Rights Â Â Â 22 Â 2.11 Â Obligations of BEP Â Â Â 22 Â ARTICLE 3 TERMINATION Â Â Â 22 Â 3.1 Â Termination Â Â Â 22 Â ARTICLE 4 MISCELLANEOUS Â Â Â 23 Â 4.1 Â Enurement Â Â Â 23 Â 4.2 Â Notices Â Â Â 23 Â 4.3 Â Authority Â Â Â 24 Â 4.4 Â Further Assurances Â Â Â 24 Â 4.5 Â Counterparts Â Â Â 24 Â Â - i - REGISTRATION RIGHTS AGREEMENT THIS AGREEMENT made as of December 24, 2024 B E T W E E N: BROOKFIELD CORPORATION (â€œBrookfieldâ€) - and - BROOKFIELD RENEWABLE CORPORATION (â€œBEPCâ€) - and - BROOKFIELD RENEWABLE PARTNERS L.P. (â€œBEPâ€) RECITALS: WHEREAS, BEPC (previously, 1505127 B.C. Ltd.) desires to provide the Holders (as defined herein) with the registration rights specified in this Agreement with respect to Registrable Shares (as defined herein) on the terms and subject to the conditions set forth herein. NOW THEREFORE in consideration of the premises, mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree, each with the other, as follows: ARTICLE 1 INTERPRETATION Â 1.1 Definitions The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement. 1.1.1 â€œAdverse Effectâ€ has the meaning assigned to such term in SectionÂ 2.1.5; 1.1.2 â€œAdviceâ€ has the meaning assigned to such term in SectionÂ 2.5; 1.1.3 â€œAffiliateâ€ means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by such Person, or is under common Control of a third Person; 1.1.4 â€œAgreementâ€ means this Registration Rights Agreement; 1.1.5 â€œArrangementâ€ means the plan of arrangement effected by Brookfield Renewable Holdings Corporation (formerly Brookfield Renewable Corporation) on the date hereof, pursuant to which, amongst other things, public holders of Old Shares received one Share in exchange for each Old Share held; 1.1.6 â€œBEPâ€ has the meaning assigned to such term in the preamble; 1.1.7 â€œBEPCâ€ has the meaning assigned to such term in the preamble; 1.1.8 â€œBrookfieldâ€ has the meaning assigned to such term in the preamble; 1.1.9 â€œBusiness Dayâ€ means every day except a Saturday or Sunday, or a day which is a statutory or civic holiday in the Province of Ontario or the State of New York; 1.1.10 â€œCanadian Commissionsâ€ means the securities commissions or other securities regulatory authorities in each of the provinces and territories of Canada and any successor regulatory authorities having similar powers and, to the extent applicable, in any such province or territory, a federal securities commission or similar regulatory authority; 1.1.11 â€œCanadian Securities Lawsâ€ means, collectively, the applicable securities legislation, regulations, rules, policies, blanket rulings, decisions and orders of each of the provinces and territories of Canada and the Canadian Commissions; 1.1.12 â€œControlâ€ means the control by one Person of another Person in accordance with the following: a Person (â€œAâ€) controls another Person (â€œBâ€) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of the beneficial ownership of or control over a majority of the voting interests in B; and, for greater certainty and without limitation, if A owns or has control over shares or other securities to which are attached more than 50% of the votes permitted to be cast in the election of directors to the Governing Body of B, or A is the general partner of B, a limited partnership, then in each case A Controls B for this purpose; and the term â€œControlledâ€ has the corresponding meaning; 1.1.13 â€œDemand Registrationâ€ has the meaning assigned to such term in SectionÂ 2.1.1(a); 1.1.14 â€œDemand Requestâ€ has the meaning assigned to such term in SectionÂ 2.1.1(a); 1.1.15 â€œDemanding Shareholdersâ€ has the meaning assigned to such term in SectionÂ 2.1.1(a); Â 2 1.1.16 â€œEffectiveâ€ means, in the case of a Registration Statement, a declaration by the SEC that such registration statement is effective, and in the case of a Prospectus, the issuance by the applicable Canadian Commission of a receipt for the final prospectus; 1.1.17 â€œEffective Dateâ€ means the date a Registration Statement or Prospectus becomes Effective; 1.1.18 â€œExcluded Registrationâ€ means a registration of (i)Â securities pursuant to one or more Demand Registrations pursuant to SectionÂ 2.1 hereof, (ii)Â securities registered under the U.S. Securities Act on Form S-8, (iii)Â securities registered to effect the acquisition of, or combination with, another Person and (iv)Â securities pursuant to an exchange offer or any employee benefit or dividend reinvestment plan; 1.1.19 â€œFINRAâ€ means Financial Industry Regulatory Authority, Inc.; 1.1.20 â€œGoverning Bodyâ€ means (i)Â with respect to a corporation or limited company, the board of directors of such corporation or limited company, (ii)Â with respect to a limited liability company, the manager(s), director(s) or managing partner(s) of such limited liability company, (iii)Â with respect to a partnership, the board, committee or other body of each general partner or managing partner of such partnership that serves a similar function (or if any such general partner or managing partner is itself a partnership, the board, committee or other body of such general or managing partnerâ€™s general or managing partner that serves a similar function), and (iv)Â with respect to any other Person, the body of such Person that serves a similar function, and in the case of each of (i)Â throughÂ (iv) includes any committee or other subdivision of such body and any Person to whom such body has delegated any power or authority, including any officer or managing director; 1.1.21 â€œHolderâ€ means (i)Â Brookfield, (ii) any subsidiary of Brookfield holding Registrable Shares, and (iii)Â any direct or indirect transferee of Brookfield or any of its subsidiaries who shall become a party to this Agreement in accordance with SectionÂ 2.8 and has agreed in writing to be bound by the terms of this Agreement, provided that â€œHolderâ€ shall not include BEPC, Brookfield Renewable Holdings Corporation and their respective subsidiaries; 1.1.22 â€œInspectorsâ€ has the meaning assigned to such term in SectionÂ 2.4(m); 1.1.23 â€œOld Sharesâ€ means the class A exchangeable subordinate voting shares of Brookfield Renewable Holdings Corporation (formerly Brookfield Renewable Corporation) that were outstanding prior to the effective date of the Arrangement; 1.1.24 â€œPersonâ€ means any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability company, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted and pronouns have a similarly extended meaning; Â 3 1.1.25 â€œPiggyback Registrationâ€ has the meaning assigned to such term in SectionÂ 2.2.1; 1.1.26 â€œPOP Issuerâ€ means an issuer eligible to use the POP System or equivalent system established from time to time by the Canadian Commissions; 1.1.27 â€œPOP Systemâ€ means the prompt offering prospectus qualification system under National Instrument 44-101 of the Canadian Securities Administrators entitled â€œShort Form Prospectus Distributionsâ€; 1.1.28 â€œProspectusâ€ means a prospectus (including a Shelf Prospectus), including any amendment or supplement thereto, prepared in accordance with applicable Canadian Securities Laws for the purpose of qualifying securities for distribution to the public in any province or territory of Canada; 1.1.29 â€œRecordsâ€ has the meaning assigned to such term in SectionÂ 2.4(m); 1.1.30 â€œregister,â€ â€œregisteredâ€ and â€œregistrationâ€ refers to (i)Â a registration effected by preparing and filing a registration

statement in compliance with the U.S. Securities Act, and the declaration or ordering of the effectiveness of such registration statement, and (ii)Â a qualification for distribution under Canadian Securities Laws effected by preparing and filing a Prospectus; 1.1.31 â€œRegistrable Sharesâ€ means the Shares owned by Holders from time to time, including Shares issuable to Holders on the conversion of securities convertible, exchangeable or exercisable into Shares (including for greater certainty class A.2 exchangeable non-voting shares of Brookfield Renewable Holdings Corporation) owned by a Holder, together with any securities owned by Holders issued with respect to such Shares by way of dividend or split or in connection with a combination of shares, recapitalization, merger, consolidation, amalgamation, arrangement or other reorganization; provided, however, that Shares that, pursuant to SectionÂ 3.1, no longer have registration rights hereunder shall not be considered Registrable Shares; 1.1.32 â€œRegistration Statementâ€ means a registration statement under the U.S. Securities Act (which includes any preliminary prospectus, prospectus, prospectus supplement or free writing prospectus used in connection therewith); 1.1.33 â€œRequesting Holdersâ€ shall mean any Holder(s) requesting to have its (their) Registrable Shares included in any Demand Registration or Shelf Registration; 1.1.34 â€œRequired Filing Dateâ€ has the meaning assigned to such term in SectionÂ 2.1.1(b); Â 4 1.1.35 â€œSECâ€ means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the U.S. Securities Act; 1.1.36 â€œSecurities Lawsâ€ means Canadian Securities Laws and/or U.S. Securities Laws, as applicable; 1.1.37 â€œSeller Affiliatesâ€ has the meaning assigned to such term in SectionÂ 2.7.1; 1.1.38 â€œSharesâ€ means class A exchangeable subordinate voting shares of BEPC; 1.1.39 â€œShelf Prospectusâ€ means a shelf prospectus of BEPC filed with the Canadian Commissions under Canadian Securities Laws for offers and secondary sales of Registrable Shares on a continuous basis; 1.1.40 â€œShelf Registrationâ€ means a registration of the Registrable Shares under a registration statement pursuant to Rule 415 under the U.S. Securities Act; 1.1.41 â€œSuspension Noticeâ€ has the meaning assigned to such term in SectionÂ 2.5; 1.1.42 â€œU.S. Exchange Actâ€ means the United States Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder; 1.1.43 â€œU.S. Securities Actâ€ means the United States Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations promulgated by the SEC thereunder; and 1.1.44 â€œU.S. Securities Lawsâ€ means, collectively, the securities laws of the United States, including the U.S. Exchange Act, the U.S. Securities Act, state securities or â€œblue skyâ€ laws within the United States, and all rules, regulations and ordinances promulgated thereunder. Â 1.2 Headings and Table of Contents The inclusion of headings and a table of contents in this Agreement are for convenience of reference only and will not affect the construction or interpretation hereof. Â 1.3 Interpretation In this Agreement, unless the context otherwise requires: 1.3.1 words importing the singular shall include the plural and vice versa, words importing gender shall include all genders or the neuter, and words importing the neuter shall include all genders; 1.3.2 the words â€œincludeâ€, â€œincludesâ€, â€œincludingâ€, or any variations thereof, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; Â 5 1.3.3 references to any Person include such Personâ€™s successors and permitted assigns; 1.3.4 except as otherwise provided in this Agreement, any reference in this Agreement to a statute, regulation, policy, rule or instrument shall include, and shall be deemed to be a reference also to, all rules and regulations made under such statute, in the case of a statute, all amendments made to such statute, regulation, policy, rule or instrument and to any statute, regulation, policy, rule or instrument that may be passed which has the effect of supplementing or superseding the statute, regulation, policy, rule or instrument so referred to; 1.3.5 any reference to this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or, as the case may be, such other agreement, document or instrument as the same may have been, or may from time to time be, amended, varied, replaced, amended and restated, supplemented or otherwise modified; 1.3.6 in the event that any day on which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day; and 1.3.7 except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in U.S. currency. Â 1.4 Invalidity of Provisions Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties will engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces. Â 1.5 Entire Agreement This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement, or any amendment or supplement hereto, by any party to this Agreement or its directors, officers, employees or agents, to any other party to this Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties to this Agreement has been induced to enter into this Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above. Â 6 1.6 Waiver, Amendment Except as expressly provided in this Agreement, no waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. A partyâ€™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. This Agreement may not be amended or modified in any respect except by a written agreement signed by BEPC, BEP and Brookfield (so long as Brookfield owns any Shares) and the Holders of a majority of the then outstanding Registrable Shares. Â 1.7 Governing Law 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. Each party irrevocably attorns and submits to the non-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 any argument that such court provides an inconvenient forum. ARTICLE 2 REGISTRATION RIGHTS Â 2.1 Demand Registration Â Â 2.1.1 Request for Registration Â Â (a) Commencing on the date hereof, any Holder shall have the right to require BEPC to file a Registration Statement and/or a Prospectus for a public offering of all or part of its Registrable Shares (a â€œDemand Registrationâ€), by delivering to BEPC written notice stating that such right is being exercised, naming the Holders whose Registrable Shares are to be included in such registration (collectively, the â€œDemanding Shareholdersâ€), specifying the number of each such Demanding Shareholderâ€™s Registrable Shares to be included in such registration and, subject to SectionÂ 2.1.3 hereof, describing the intended method of distribution thereof (a â€œDemand Requestâ€). Â 7 Â (b) Each Demand Request shall specify the aggregate number of Registrable Shares proposed to be sold. Subject to SectionÂ 2.1.6, BEPC shall file a Registration Statement and/or Prospectus in respect of a Demand Registration as soon as practicable and, in any event, within forty-five (45)Â days after receiving a Demand Request (the â€œRequired Filing Dateâ€) and shall use reasonable best efforts to cause the same to be declared Effective as promptly as practicable after such filing; provided, however, that: Â Â (i) BEPC shall not be obligated to file a Registration Statement or a Prospectus in respect of a Demand Registration pursuant to SectionÂ 2.1.1(a) within sixty (60)Â days after the Effective Date of a previous Demand Registration, other than a Shelf Registration pursuant to this Article 2; and Â Â (ii) BEPC shall not be obligated to file a

Registration Statement or a Prospectus in respect of a Demand Registration pursuant to SectionÂ 2.1.1(a) unless the Demand Request is for (A)Â a number of Registrable Shares with a market value that is equal to at least $50,000,000 as of the date of such Demand Request, or (B)Â all of the Registrable Shares then held by the Demanding Shareholder. 2.1.2 Shelf Registration. With respect to any Demand Registration, the Requesting Holders may request BEPC to file a Shelf Prospectus or effect a Shelf Registration, provided that BEPC is permitted to do so under Canadian Securities Laws and/or U.S. Securities Laws, as applicable. 2.1.3 Selection of Underwriters. At the request of a Requesting Holder, the offering of Registrable Shares pursuant to a Demand Registration shall be in the form of a â€œfirm commitmentâ€ underwritten offering. The Requesting Holder shall select the investment banking firm or firms to manage the underwritten offering; provided that such selection shall be subject to the consent of BEPC, which consent shall not be unreasonably withheld or delayed. No Holder may participate in any registration pursuant to SectionÂ 2.1.1 unless such Holder (a)Â agrees to sell such Holderâ€™s Registrable Shares on the basis provided in any underwriting arrangements described above and (b)Â completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (i)Â such Holderâ€™s ownership of Registrable Shares to be transferred free and clear of all liens, claims, and encumbrances, (ii)Â such Holderâ€™s power and authority to effect such transfer, and (iii)Â such matters pertaining to compliance with Securities Laws as may be reasonably requested; provided, further, however, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Shares, and the liability of each such Holder will be in proportion thereto, and provided, further, that such liability will be limited to the net amount received by such Holder from the sale of its Registrable Shares pursuant to such registration. Â 8 2.1.4 Rights of Non-Requesting Holders. Upon receipt of any Demand Request, BEPC shall promptly (but in any event within ten (10)Â days) give written notice of such proposed Demand Registration to all other Holders, who shall have the right, exercisable by written notice to BEPC within twenty (20)Â days of their receipt of BEPCâ€™s notice, to elect to include in such Demand Registration such portion of their Registrable Shares as they may request. All Holders requesting to have their Registrable Shares included in a Demand Registration in accordance with the preceding sentence and all Demanding Shareholders shall be deemed to be â€œRequesting Holdersâ€ for purposes of this SectionÂ 2.1. BEPC shall also have the right to issue and sell Shares in such Demand Registration, subject to SectionÂ 2.1.5. 2.1.5 Priority on Demand Registrations. No securities to be sold for the account of any Person (including BEPC) other than a Requesting Holder shall be included in a Demand Registration unless the managing underwriter or underwriters shall advise the Requesting Holders in writing that the inclusion of such securities will not adversely affect the price, timing or distribution of the offering or otherwise adversely affect its success (an â€œAdverse Effectâ€). Furthermore, if the managing underwriter or underwriters shall advise the Requesting Holders that, even after exclusion of all securities of other Persons (including BEPC) pursuant to the immediately preceding sentence, the amount of Registrable Shares proposed to be included in such Demand Registration by Requesting Holders is sufficiently large to cause an Adverse Effect, the Registrable Shares of the Requesting Holders to be included in such Demand Registration shall equal the number of Registrable Shares which the Requesting Holders are so advised can be sold in such offering without an Adverse Effect and such Registrable Shares shall be allocated pro rata among the Requesting Holders on the basis of the number of Registrable Shares requested to be included in such registration by each such Requesting Holder. Â 9 2.1.6 Deferral of Filing. BEPC may defer the filing (but not the preparation) of a Registration Statement or Prospectus, as applicable, required by SectionÂ 2.1 until a date not later than ninety (90)Â days after the Required Filing Date if (a)Â at the time BEPC receives the Demand Request, BEPC is engaged in confidential negotiations or other confidential activities, disclosure of which would be required in such Registration Statement or Prospectus, as applicable (but would not be required if such Registration Statement or Prospectus, as applicable, were not filed), and the Board of Directors of BEPC determines in good faith that such disclosure would be materially detrimental to BEPC and its shareholders, (b)Â prior to receiving the Demand Request, BEPC had determined to effect a registered underwritten public offering of BEPCâ€™s securities for BEPCâ€™s account and BEPC has taken substantial steps (including, but not limited to, selecting a managing underwriter for such offering) and is proceeding with reasonable diligence to effect such offering, or (c)Â at the time BEPC receives the Demand Request, BEPC is currently engaged in a self-tender or exchange offer and the filing of a Registration Statement or Prospectus, as applicable, would cause a violation of applicable Securities Laws. A deferral of the filing of a Registration Statement or Prospectus, as applicable, pursuant to this SectionÂ 2.1.6 shall be lifted, and the requested Registration Statement or Prospectus, as applicable, shall be filed forthwith, if, in the case of a deferral pursuant to clause (a)Â of the preceding sentence, the negotiations or other activities are disclosed, otherwise become publicly known, or are terminated, or, in the case of a deferral pursuant to clause (b)Â of the preceding sentence, the proposed registration for BEPCâ€™s account is abandoned. In order to defer the filing of a Registration Statement or Prospectus, as applicable, pursuant to this SectionÂ 2.1.6, BEPC shall promptly (but in any event within ten (10)Â days), upon determining to seek such deferral, deliver to the Requesting Holders a certificate signed by an officer of BEPC or the Board of Directors of BEPC stating that BEPC is deferring such filing pursuant to this SectionÂ 2.1.6 and a general statement of the reason for such deferral and an approximation of the anticipated delay. Within twenty (20)Â days after receiving such certificate, the Requesting Holder may withdraw such Demand Request by giving notice to BEPC; if withdrawn, the Demand Request shall be deemed not to have been made for all purposes of this Agreement. BEPC may defer the filing of a particular Registration Statement or Prospectus, as applicable, pursuant to this SectionÂ 2.1.6 only once. Â 2.2 Piggyback Registrations 2.2.1 Right to Piggyback. Each time BEPC proposes to (a)Â register any of its equity securities (other than pursuant to an Excluded Registration) under Canadian Securities Laws or U.S. Securities Laws for sale to the public (whether for the account of BEPC or the account of any securityholder of BEPC) or (b)Â sell any of its equity securities (other than pursuant to an Excluded Registration) and with respect to which a Shelf Registration or Shelf Prospectus is expressly being utilized to effect such sale, (clause (a)Â and (b) are each referred to as a â€œPiggyback Registrationâ€), BEPC shall give prompt written notice to each Holder of Registrable Shares, which notice shall offer each such Holder the opportunity to include any or all of its Registrable Shares in such Registration Statement, Shelf Registration or Prospectus, as applicable, subject to the limitations contained in SectionÂ 2.2.2 hereof. Each Holder who desires to have its Registrable Shares included in such Registration Statement, Shelf Registration or Prospectus, as applicable, shall so advise BEPC in writing (stating the number of Registrable Shares desired to be registered) within three (3)Â days after the date of such notice from BEPC (or within one (1)Â Business Day in the case of a â€œbought dealâ€ financing). Any Holder shall have the right to withdraw such Holderâ€™s request for inclusion of such Holderâ€™s Registrable Shares in any Registration Statement, Shelf Registration or Prospectus, as applicable, pursuant to this SectionÂ 2.2.1 by giving written notice to BEPC of such withdrawal provided, however, that such request is made prior to the execution of an underwriting agreement (or similar agreement) with respect to such offering. Subject to SectionÂ 2.2.2 below, BEPC shall include in such Registration Statement, Shelf Registration or Prospectus, as applicable, all such Registrable Shares so requested to be included therein; provided, however, that BEPC may at any time withdraw or cease proceeding with any such registration or sale if it shall at the same time withdraw or cease proceeding with the registration or sale of all other equity securities originally proposed to be registered or sold. Each Holder shall protect and maintain the confidentiality of all information communicated to it by BEPC concerning a proposed Piggyback Registration pursuant to this SectionÂ 2.2.1 until such information becomes available in the public domain. Â 10 Â 2.2.2 Priority on Piggyback Registrations Â Â (a) If a Piggyback Registration is an underwritten offering, and if the managing underwriter advises BEPC that the inclusion of Registrable Shares requested to be included in a Registration Statement, Shelf Registration or Prospectus, as applicable, would cause an Adverse Effect, BEPC shall only be required to include such number of Registrable Shares in such Registration Statement, Shelf Registration or Prospectus, as applicable, as such underwriter advises in writing would not cause an Adverse Effect, with priority given as follows: (i)Â first, the securities BEPC proposes to sell, (ii)Â second, the Registrable Shares requested to be included in

such Registration Statement, Shelf Registration or Prospectus, pro rata among the Holders of such Registrable Shares on the basis of the number of Registrable Shares owned by each such Holder, and (iii)Â third, any other securities requested to be included in such Registration Statement, Shelf Registration or Prospectus. If as a result of the provisions of this SectionÂ 2.2.2(a) any Holder shall not be entitled to include all Registrable Shares in a Registration Statement, Shelf Registration or Prospectus that such Holder has requested to be so included, such Holder may withdraw such Holderâ€™s request to include Registrable Shares in such Registration Statement, Shelf Registration or Prospectus, as applicable. Â Â (b) No Holder may participate in any Registration Statement, Shelf Registration or Prospectus, as applicable, in respect of a Piggyback Registration hereunder unless such Holder (i)Â agrees to sell such Holderâ€™s Registrable Shares on the basis provided in any underwriting arrangements approved by BEPC and (ii)Â completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents, each in customary form, reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (A)Â such Holderâ€™s ownership of Registrable Shares to be sold or transferred free and clear of all liens, claims, and encumbrances, (B)Â such Holderâ€™s power and authority to effect such transfer, and (C)Â such matters pertaining to compliance with applicable Securities Laws as may be reasonably requested; provided, further, however, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Shares, and the liability of each such Holder will be in proportion thereto, and provided, further, that such liability will be limited to the net amount received by such Holder from the sale of its Registrable Shares pursuant to such Registration Statement, Shelf Registration or Prospectus. Â 11 2.3 Short-Form Filings Â Â (a) Shelf Registration Statement. BEPC shall use its reasonable best efforts to cause Demand Registrations in the United States to be registered on a shelf registration statement on an appropriate form (including, but not limited to, Form F-10, Form F-3 or Form S-3, as may be applicable, or their successor forms, but excluding Form S-8, Form S-4 or Form F-4, or their successor forms, or any other form for a similar purpose) once BEPC becomes eligible to use any such form, and BEPC shall use its reasonable best efforts to remain so eligible to use any such form. Â Â (b) Short-Form Prospectus. BEPC shall use its reasonable best efforts to cause Demand Registrations in Canada to be qualified by way of a short-form Prospectus prepared pursuant to the POP System if, at the time of such Demand Registration, BEPC is a POP Issuer and is able to do so in all of the provinces and territories in which the Demand Registration is to be effected. For greater certainty, it is acknowledged that in the event that BEPC is not a POP Issuer or is unable to utilize the POP System in one or more Canadian provinces or territories in which the Demand Registration is to be effected, BEPC shall proceed by way of long-form Prospectus. Â 2.4 Registration Procedures Whenever any Holder has requested that any Registrable Shares be registered pursuant to this Agreement, BEPC will use its reasonable best efforts to effect the registration and the sale of such Registrable Shares in accordance with the intended method of disposition thereof as promptly as is practicable, and pursuant thereto BEPC will as expeditiously as possible: Â Â (a) prepare and file, pursuant to SectionÂ 2.1.1(b) with respect to any Demand Registration, subject to SectionÂ 2.3, a Registration Statement or Prospectus, as applicable, with respect to such Registrable Shares and use its reasonable best efforts to cause such Registration Statement or Prospectus, as applicable, to become Effective; provided that as far in advance as practicable before filing such Registration Statement or Prospectus, as applicable, or any amendment or supplement thereto, BEPC will furnish to the selling Holders copies of reasonably complete drafts of all such documents prepared to be filed (including exhibits), and any such Holder shall have the opportunity to object to any information contained therein and BEPC will make corrections reasonably requested by such Holder with respect to such information prior to filing any such Registration Statement or Prospectus, as applicable, or any amendment or supplement thereto; Â 12 Â (b) except in the case of a Shelf Registration or Shelf Prospectus, prepare and file with the SEC or the applicable Canadian Commissions, such amendments, post-effective amendments and supplements to such Registration Statement or Prospectus, as applicable, as may be necessary to keep such Registration Statement or Prospectus, as applicable, effective for a period of not less than one hundred eighty (180)Â days (or such lesser period as is necessary for the underwriters in an underwritten offering to sell unsold allotments) and comply with the provisions of the applicable Securities Laws with respect to the disposition of all securities covered by such Registration Statement or Prospectus, as applicable, during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement or Prospectus, as applicable; Â Â (c) in the case of a Shelf Registration or Shelf Prospectus, prepare and file with the SEC or the applicable Canadian Commissions, as applicable, such amendments and supplements to such Shelf Registration or Shelf Prospectus, as applicable, as may be necessary to keep such Shelf Registration or Shelf Prospectus, as applicable, effective and to comply with the provisions of the applicable Securities Laws with respect to the disposition of all Registrable Shares subject thereto for a period ending on the earlier of (i)Â twenty four (24)Â months after the Effective Date and (ii)Â the date on which all the Registrable Shares subject thereto have been sold pursuant to such Shelf Registration or Shelf Prospectus, as applicable; Â Â (d) furnish to each seller of Registrable Shares and the underwriters of the securities being registered such number of copies of such Registration Statement, Shelf Registration or Prospectus, as applicable (in the English language and, if required, the French language), each amendment and supplement thereto, any documents incorporated by reference therein and such other documents as such seller or underwriters may reasonably request in order to facilitate the disposition of the Registrable Shares owned by such seller or the sale of such securities by such underwriters (it being understood that, subject to SectionÂ 2.5 and the requirements of the applicable Securities Laws, BEPC consents to the use of the Registration Statement, Shelf Registration and Prospectus, as applicable, and any amendment or supplement thereto by each seller and the underwriters in connection with the offering and sale of the Registrable Shares covered by the Registration Statement, Shelf Registration or Prospectus, as applicable); Â Â (e) use its reasonable best efforts to register or qualify such Registrable Shares under such other securities or â€œblue skyâ€ laws of such jurisdictions as the managing underwriter reasonably requests (or, in the event the Registration Statement, Shelf Registration or Prospectus, as applicable, does not relate to an underwritten offering, as the holders of a majority of such Registrable Shares may reasonably request); use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period in which such Registration Statement, Shelf Registration or Prospectus, as applicable, is required to be kept effective; and do any and all other acts and things which may be reasonably necessary or advisable to enable each seller to consummate the disposition of the Registrable Shares owned by such seller in such jurisdictions (provided, however, that BEPC will not be required to (i)Â qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (ii)Â subject itself to taxation in any such jurisdiction, or (iii)Â consent to general service of process in any such jurisdiction); Â 13 Â (f) notify each seller of Registrable Shares and each underwriter and (if requested by any such Person) confirm such notice in writing (i)Â when any supplement or amendment to the Registration Statement, Shelf Registration or Prospectus, as applicable, has been filed following the Effective Date, and when the same has become effective, (ii)Â of the issuance by any state securities or other regulatory authority of any order suspending the qualification or exemption from qualification of any of the Registrable Shares under state securities or â€œblue skyâ€ laws or the initiation of any proceedings for that purpose, and (iii)Â of the happening of any event which makes any statement made in the Registration Statement, Shelf Registration or Prospectus, as applicable, untrue or which requires the making of any changes in such Registration Statement, Shelf Registration or Prospectus, as applicable, or documents so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, as promptly as practicable thereafter, prepare and file with the SEC and the applicable Canadian Commissions (as applicable) and furnish a supplement or amendment to such Registration Statement, Shelf Registration or Prospectus, as applicable, so that, as thereafter deliverable to the purchasers of such Registrable Shares, such Registration Statement, Shelf Registration or Prospectus, as applicable, will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; Â Â (g) permit any selling Holder, which in

such Holderâ€™s sole and exclusive judgment, might reasonably be deemed to be an underwriter or a controlling person of BEPC, to participate in the preparation of such Registration Statement, Shelf Registration or Prospectus, as applicable, and to require the insertion therein of material, furnished to BEPC in writing, which in the reasonable judgment of such Holder and its counsel should be included; Â Â (h) make reasonably available personnel, as selected by the Holders of a majority of the Registrable Shares included in such registration, for assistance in the selling effort relating to the Registrable Shares covered by such registration, including, but not limited to, the participation of such members of BEPCâ€™s management in road show presentations; Â 14 Â (i) otherwise use its reasonable best efforts to comply with all applicable Securities Laws, and make generally available to BEPCâ€™s securityholders an earnings statement satisfying the provisions of SectionÂ 11(a) of the U.S. Securities Act no later than thirty (30)Â days after the end of the twelve (12)Â month period beginning with the first day of BEPCâ€™s first fiscal quarter commencing after the Effective Date, which earnings statement shall cover said twelve (12)Â month period, and which requirement will be deemed to be satisfied if BEPC timely files complete and accurate information on Forms 20-F and 6-K under the Exchange Act which otherwise complies with Rule 158 under the U.S. Securities Act; Â Â (j) if requested by the managing underwriter or any seller of Registrable Shares, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or any seller reasonably requests to be included therein, including, without limitation, with respect to the Registrable Shares being sold by such seller, the purchase price being paid therefor by the underwriters and with respect to any other terms of the underwritten offering of the Registrable Shares to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment; Â Â (k) after filing of any document which is incorporated by reference into the Registration Statement or Prospectus, as applicable (in the form in which it was incorporated), deliver a copy of each such document to each seller of Registrable Shares; Â Â (l) cooperate with the sellers of Registrable Shares and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement or Prospectus, as applicable, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such sellers may request and keep available and make available to BEPCâ€™s transfer agent prior to the Effective Date a supply of such certificates; Â 15 Â (m) make available for inspection by any seller of Registrable Shares, any underwriter participating in any disposition pursuant to any Registration Statement or Prospectus, as applicable, and any attorney, accountant or other agent or representative retained by any such seller or underwriter (collectively, the â€œInspectorsâ€), all financial and other records, pertinent corporate documents and properties of BEPC (collectively, the â€œRecordsâ€), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause BEPCâ€™s officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement or Prospectus, as applicable; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the Registration Statement or Prospectus, as applicable, or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, BEPC shall not be required to provide any information under this subparagraph (m)Â if (i)Â BEPC believes, after consultation with counsel for BEPC, that to do so would cause BEPC to forfeit an attorney-client privilege that was applicable to such information or (ii)Â if either (x)Â BEPC has requested and been granted from the SEC or a Canadian Commission confidential treatment of such information contained in any filing with the SEC or a Canadian Commission or documents provided supplementally or otherwise or (y)Â BEPC reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing, unless prior to furnishing any such information with respect to clause (ii)Â such Holder of Registrable Shares requesting such information agrees to enter into a confidentiality agreement in customary form and subject to customary exceptions; and provided, further, that each Holder of Registrable Shares agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to BEPC and allow BEPC, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential; Â Â (n) furnish to each seller of Registrable Shares and underwriter a signed counterpart of (i)Â an opinion or opinions of counsel to BEPC, (ii)Â a comfort letter or comfort letters from BEPCâ€™s independent auditors, addressed to the underwriters, each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the managing underwriter reasonably requests, and (iii)Â if a Prospectus is filed in Quebec, opinions of Quebec counsel to BEPC and the auditors of BEPC addressed to the Holder and the underwriter or underwriters of such distribution relating to the translation of the Prospectus; Â Â (o) cause the Registrable Shares included in any Prospectus or Registration Statement, as applicable, to be listed on the Toronto Stock Exchange and on the New York Stock Exchange; Â Â (p) provide and cause to be maintained a transfer agent and registrar for all Registrable Shares registered hereunder; Â Â (q) cooperate with each seller of Registrable Shares and each underwriter participating in the disposition of such Registrable Shares and their respective counsel in connection with any filings required to be made with FINRA; Â Â (r) during the period when the Registration Statement or Prospectus, as applicable, is required to be delivered under the applicable Securities Laws, promptly file all documents required to be filed with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act or with the Canadian Commissions pursuant to Canadian Securities Laws; Â 16 Â (s) notify each seller of Registrable Shares promptly of any request by the SEC or a Canadian Commission for the amending or supplementing of such Registration Statement or Prospectus, as applicable, or for additional information; Â Â (t) enter into such agreements (including underwriting agreements in the managing underwriterâ€™s customary form) as are customary in connection with an underwritten registration; and Â Â (u) advise each seller of such Registrable Shares, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order or ruling by the SEC or a Canadian Commission suspending the effectiveness of such Registration Statement or Prospectus, as applicable, or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued. Â 2.5 Suspension of Dispositions Each Holder agrees by acquisition of any Registrable Shares that, upon receipt of any notice (a â€œSuspension Noticeâ€) from BEPC of the happening of any event of the kind described in SectionÂ 2.4(f)(iii) such Holder will forthwith discontinue disposition of Registrable Shares until such Holderâ€™s receipt of the copies of the supplemented or amended Registration Statement or Prospectus, as applicable, or until it is advised in writing (the â€œAdviceâ€) by BEPC that the use of the Registration Statement or Prospectus, as applicable, may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the Registration Statement or Prospectus, as applicable, and, if so directed by BEPC, such Holder will deliver to BEPC all copies, other than permanent file copies then in such Holderâ€™s possession, of the Registration Statement or Prospectus, as applicable, covering such Registrable Shares current at the time of receipt of such notice. In the event BEPC shall give any such notice, the time period regarding the effectiveness of Registration Statements or Prospectuses, as applicable, set forth in SectionsÂ 2.4(b) and 2.4(c) hereof shall be extended by the number of days during the period from and including the date of the giving of the Suspension Notice to and including the date when each seller of Registrable Shares covered by such Registration Statement or Prospectus, as applicable, shall have received the copies of the supplemented or amended Registration Statement or Prospectus, as applicable, or the Advice. BEPC shall use its reasonable best efforts and take such actions as are reasonably necessary to render the Advice as promptly as practicable. Â 17 2.6 Registration Expenses All fees and expenses incident to any registration including, without limitation, BEPCâ€™s performance of or compliance with this Article 2, all registration and filing fees, all fees and expenses associated with filings required to be made with FINRA (including, if applicable, the reasonable fees and expenses of any â€œqualified independent underwriterâ€ and of its counsel), as may be required by the rules and regulations of FINRA, fees and expenses of compliance with securities or â€œblue skyâ€ laws (including reasonable fees and disbursements of counsel in connection with â€œblue skyâ€ qualifications of the Registrable Shares), rating agency fees, printing expenses (including expenses of printing certificates for the Registrable Shares and of printing prospectuses), messenger and delivery expenses, the fees and expenses incurred in connection with any listing or quotation of the Registrable

Shares, fees and expenses of counsel for BEPC and its independent auditors (including the expenses of any special audit or â€œcold comfortâ€ letters required by or incident to such performance), the fees and expenses of any special experts retained by BEPC in connection with such registration, and the fees and expenses of other persons retained by BEPC, will be borne by BEPC (unless paid by a security holder that is not a Holder for whose account the registration is being effected) whether or not any Registration Statement or Prospectus becomes Effective; provided, however, that any underwriting discounts, commissions, or fees attributable to the sale of the Registrable Shares will be borne by the Holders pro rata on the basis of the number of Shares so registered and the fees and expenses of any counsel, accountants, or other persons retained or employed by any Holder will be borne by such Holder. Â 2.7 Indemnification 2.7.1 BEPC agrees to indemnify and reimburse, to the fullest extent permitted by law, each seller of Registrable Shares, and each of its employees, advisors, agents, representatives, partners, officers, and directors and each Person who Controls such seller and any agent or investment advisor thereof (collectively, the â€œSeller Affiliatesâ€) (a)Â against any and all losses, claims, damages, liabilities, and expenses, joint or several (including, without limitation, reasonable attorneysâ€™ fees and disbursements except as limited by SectionÂ 2.7.3) based upon, arising out of, related to or resulting from any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (b)Â against any and all loss, liability, claim, damage, and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, and (c)Â against any and all costs and expenses (including reasonable fees and disbursements of counsel) as may be reasonably incurred in investigating, preparing, or defending against any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, or violation of the Securities Laws, to the extent that any such expense or cost is not paid under subparagraph (a)Â or (b) above; except insofar as any such statements are made in reliance upon and in strict conformity with information furnished in writing to BEPC by such seller or any Seller Affiliate for use therein or arise from such sellerâ€™s or any Seller Affiliateâ€™s failure to deliver a copy of the Registration Statement or Prospectus or any amendments or supplements thereto after BEPC has furnished such seller or Seller Affiliate with a sufficient number of copies of the same. The reimbursements required by this SectionÂ 2.7.1 will be made by periodic payments during the course of the investigation or defense, as and when bills are received or expenses incurred. Â 18 2.7.2 In connection with any Registration Statement or Prospectus in which a seller of Registrable Shares is participating, each such seller will furnish to BEPC and/or BEP in writing such information and affidavits as BEPC and/or BEP reasonably requests for use in connection with any such Registration Statement or Prospectus, as applicable, and, to the fullest extent permitted by law, each such seller will indemnify BEPC, BEP and each of their respective employees, advisors, agents, representatives, partners, officers and directors and each Person who Controls BEPC or BEP, as applicable (excluding such seller or any Seller Affiliate) and any agent or investment advisor thereof against any and all losses, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorneysâ€™ fees and disbursements except as limited by SectionÂ 2.7.3) resulting from any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or Prospectus, as applicable, or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission is contained in any information or affidavit so furnished in writing by such seller or any of its Seller Affiliates specifically for inclusion in the Registration Statement or Prospectus, as applicable; provided that the obligation to indemnify will be several, not joint and several, among such sellers of Registrable Shares, and the liability of each such seller of Registrable Shares will be in proportion to, and will be limited to, the net amount received by such seller from the sale of Registrable Shares pursuant to such Registration Statement or Prospectus, as applicable; provided, however, that such seller of Registrable Shares shall not be liable in any such case to the extent that prior to the filing of any such Registration Statement or Prospectus, as applicable, or amendment thereof or supplement thereto, such seller has furnished in writing to BEPC and/or BEP information expressly for use in such Registration Statement or Prospectus, as applicable, or any amendment thereof or supplement thereto which corrected or made not misleading information previously furnished to BEPC and/or BEP. Â 19 2.7.3 Any Person entitled to indemnification hereunder will (a)Â give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give such notice shall not limit the rights of such Person) and (b)Â unless in such indemnified partyâ€™s reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (i)Â the indemnifying party has agreed to pay such fees or expenses, (ii)Â the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person, or (iii)Â such counsel has been retained due to a conflict as described below. If such defense is not assumed by the indemnifying party as permitted hereunder, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld or delayed). If such defense is assumed by the indemnifying party pursuant to the provisions hereof, such indemnifying party shall not settle or otherwise compromise the applicable claim unless (A)Â such settlement or compromise contains a full and unconditional release of the indemnified party without any admission of liability on the part of such indemnified party or (B)Â the indemnified party otherwise consents in writing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim (together with appropriate local counsel), unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and disbursements of such additional counsel or counsels. 2.7.4 Each party hereto agrees that, if for any reason the indemnification provisions contemplated by SectionÂ 2.7.1 or SectionÂ 2.7.2 are unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, liabilities, or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party in connection with the actions which resulted in the losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified party, and the partiesâ€™ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this SectionÂ 2.7.4 were determined by pro rata allocation (even if the Holders or any underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this SectionÂ 2.7.4. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in SectionÂ 2.7.3, defending any such action or claim. Notwithstanding the provisions of this SectionÂ 2.7.4, no Holder shall be required to contribute an amount greater than the dollar amount by which the net proceeds

received by such Holder with respect to the sale of any Registrable Shares exceeds the amount of damages which such Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any Registration Statement or Prospectus, as applicable, or any amendment thereof or supplement thereto related to such sale of Registrable Shares. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holdersâ€™ obligations in this SectionÂ 2.7.4 to contribute shall be several in proportion to the amount of Registrable Shares registered by them and not joint. Â 20 2.7.5 If indemnification is available under this SectionÂ 2.7, the indemnifying parties shall indemnify each indemnified party to the full extent provided in SectionÂ 2.7.1 and SectionÂ 2.7.2 without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in SectionÂ 2.7.4 subject, in the case of the Holders, to the limited dollar amounts set forth in SectionÂ 2.7.2. 2.7.6 The indemnification and contribution provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, or controlling Person of such indemnified party and will survive the transfer of securities. Â 2.8 Transfer of Registration Rights The rights of each Holder under this Agreement may, in the Holderâ€™s discretion, be assigned, in whole or in part, to (i)Â any direct or indirect transferee of all or any portion of such Holderâ€™s Registrable Shares or (ii)Â any other Person who holds Registrable Shares that were issued to such Person pursuant to the Arrangement in exchange for Old Shares that were directly or indirectly transferred to such Person by the Holder, in each case who agrees in writing to be subject to and bound by all the terms and conditions of this Agreement. For greater certainty, in the case of a transfer of less than all of such Holderâ€™s Registrable Shares, no such assignment will limit or otherwise impair the transferorâ€™s rights under this Agreement. Â 2.9 Current Public Information BEPC will file the reports required to be filed by it under applicable Securities Laws (or, if BEPC is not required to file such reports, will, upon the request of the Holders, make publicly available other information) and will take such further action as any of the Holders may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under, and subject to the limitations of, applicable Securities Laws. Upon the reasonable request of any Holder, BEPC will deliver to such parties a written statement as to whether it has complied with such requirements and will, at its expense, forthwith upon the request of any such Holder, deliver to such Holder a certificate, signed by an officer, stating (a)Â BEPCâ€™s name, address and telephone number (including area code), (b)Â BEPCâ€™s Internal Revenue Service identification number and Business Number issued by the Canada Revenue Agency, (c)Â BEPCâ€™s SEC and SEDAR+ file numbers, (d)Â the number of Shares outstanding as shown by the most recent report or statement published by BEPC, and (e)Â whether BEPC has filed the reports required to be filed under the applicable Securities Laws for a period or at least ninety (90)Â days prior to the date of such certificate and in addition has filed the most recent annual report required to be filed thereunder. Â 21 2.10 Preservation of Rights BEPC will not directly or indirectly (a)Â grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder or (b)Â enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the Holders in this Agreement. Â 2.11 Obligations of BEP Whenever any Holder has requested that any Registrable Shares be registered in accordance with the terms of this Agreement, BEP shall (i)Â cooperate with BEPC to satisfy BEPCâ€™s obligations pursuant to this Agreement and participate in the preparation, as necessary, of a Registration Statement and/or Prospectus by BEPC and (ii)Â take any and all such actions as may be required under this Agreement and/or applicable Securities Laws to register the underlying limited partnership units of BEP that may be issued upon an exchange, redemption or purchase of Shares, or as a result of the liquidation, dissolution or winding up of BEPC or BEP. The provisions of the registration rights agreement between BEP and Brookfield Renewable Power Inc. dated NovemberÂ 28, 2011 (as amended, the â€œBEP-BRPI Registration Rights Agreementâ€), other than sections 2.1.1(b)(i) and 2.1.1(b)(ii) thereof, shall apply to the registration of any underlying limited partnership units of BEP that may be delivered by Brookfield to a holder of Shares upon an exchange of Shares, mutatis mutandis, and the preparation of a Registration Statement and/or Prospectus by BEP in connection therewith shall be deemed to be a â€œDemand Registrationâ€ under the BEP-BRPI Registration Rights Agreement without the need for Brookfield to take any further action thereunder. ARTICLE 3 TERMINATION Â 3.1 Termination The Holders may exercise the registration rights granted hereunder in such manner and proportions as they shall agree among themselves. The registration rights hereunder shall cease to apply to any particular Registrable Shares when: (a)Â a Registration Statement or Prospectus, as applicable, with respect to the sale of such Shares (or other securities) shall have become Effective and such Shares shall have been disposed of in accordance with such Registration Statement or Prospectus, as applicable; (b)Â such Shares (or other securities) shall have been sold to the public pursuant to an exemption under applicable Securities Laws; (c)Â such Shares (or other securities) shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by BEPC and subsequent public distribution of them shall not require registration under applicable Securities Laws; (d)Â such Shares (or other securities) shall have ceased to be outstanding; or (e)Â such Registrable Shares are eligible for sale pursuant to RuleÂ 144(b)(1) (without the requirement for BEPC to be in compliance with the current public information required under Rule 144) under the U.S. Securities Act. BEPC shall promptly upon the request of any Holder furnish to such Holder evidence of the number of Registrable Shares then outstanding. Â 22 ARTICLE 4 MISCELLANEOUS Â 4.1 Enurement This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Â 4.2 Notices Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by prepaid first-class mail, by facsimile or other means of electronic communication, including e-mail, or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, will be deemed to have been received on the fourth Business Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, will be deemed to have been received on the Business Day following the sending, or if delivered by hand will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this section. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices or other communications will be delivered by hand or sent by facsimile or other means of electronic communication and will be deemed to have been received in accordance with this section. Notices and other communications will be addressed as follows: 4.2.1 if to Brookfield: Brookfield Corporation Brookfield Place, 181 Bay Street Suite 100, P.O. Box 762 Toronto, Ontario M5J 2T3 Attention: Chief Legal Officer Â 23 4.2.2 if to BEPC: Brookfield Renewable Corporation 250 Vesey Street, 15th Floor New York, NY 10281-1023 Attention: Chief Financial Officer 4.2.3 if to BEP: Brookfield Renewable Partners L.P. 73 Front Street, 5th Floor Hamilton HM12, Bermuda Attention: Chief Financial Officer or to such other addresses as a party may from time to time notify the other in accordance with this SectionÂ 4.2. If to any other Holder, the address indicated for such Holder in BEPCâ€™s stock transfer records with copies, so long as Brookfield owns any Registrable Shares, to Brookfield as provided above. Â 4.3 Authority Each of the parties hereto represents to the other that (a)Â it has the corporate power and authority to execute, deliver and perform this Agreement, (b)Â the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action and no such further action is required, (c)Â it has duly and validly executed and delivered this Agreement, and (d)Â this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditorsâ€™ rights generally and general equity principles. Â 4.4 Further Assurances Each of the parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and will use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Â 4.5 Counterparts This Agreement

may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. Â 24 IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written. Â BROOKFIELD CORPORATION By: Â /s/ Swati Mandava Â Name: Swati Mandava Title: Managing Director, Legal and Regulatory Â BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BROOKFIELD RENEWABLE PARTNERS L.P., by its general partner, BROOKFIELD RENEWABLE PARTNERS LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President [Signature page to Registration Rights Agreement] EX-99.4 5 d168282dex994.htm EX-99.4 EX-99.4 Exhibit 99.4 PAIRING AGREEMENT THIS AGREEMENT made as of December 24, 2024 B E T W E E N: BROOKFIELD RENEWABLE CORPORATION - and - BROOKFIELD RENEWABLE HOLDINGS CORPORATION - and - BROOKFIELD RENEWABLE PARTNERS L.P. RECITALS: WHEREAS on MarchÂ 31, 2020, Brookfield Renewable Partners L.P. (â€œBEPâ€) distributed class A exchangeable subordinate voting shares (the â€œOld ClassÂ A Sharesâ€) of Brookfield Renewable Holdings Corporation (previously, Brookfield Renewable Corporation) (â€œBEPC Holdingsâ€) to the holders of non-voting limited partnership units of BEP (each, a â€œUnitâ€) pursuant to a special distribution; AND WHEREAS on December 24, 2024, BEPC Holdings effected a plan of arrangement pursuant to which, amongst other things, (i)Â public holders of Old ClassÂ A Shares received one (1)Â class A exchangeable subordinate voting share (each, an â€œExchangeable Shareâ€) of Brookfield Renewable Corporation (â€œBEPCâ€) in exchange for each Old ClassÂ A Share held, (ii)Â all such Old ClassÂ A Shares were transferred by BEPC to BEPC Holdings in exchange for an equal number of class A.1 exchangeable subordinate voting shares of BEPC Holdings (each, a â€œClassÂ A.1 Shareâ€) and such Old ClassÂ A Shares were cancelled, and (iii)Â the Old ClassÂ A Shares held by Brookfield Corporation and its subsidiaries (the â€œBrookfield Groupâ€) were exchanged for an equal number of class A.2 exchangeable non-voting shares of BEPC Holdings (each, a â€œClassÂ A.2 Shareâ€) and such Old ClassÂ A Shares were cancelled; AND WHEREAS the Exchangeable Shares, ClassÂ A.1 Shares and ClassÂ A.2 Shares have been structured with the intention of providing an economic return equivalent to a Unit; AND WHEREAS ClassÂ A.1 Shares have terms that are largely identical to those of the Exchangeable Shares, including with respect to exchange mechanics, dividend rights, voting rights and rights on liquidation, and it is intended that BEPC at all times hold such number of ClassÂ A.1 Shares equal to the number of Exchangeable Shares that are outstanding in order to support the duties and obligations of BEPC to holders of Exchangeable Shares (the â€œPairing Principleâ€); AND WHEREAS each Exchangeable Share is exchangeable at the option of the holder at any time, subject to certain restrictions, for one Unit per Exchangeable Share multiplied by a factor initially equal to one (or its cash equivalent based on the closing price of the Units on the New York Stock Exchange as at the date of receipt by BEPC of the applicable notice of exchange), subject to certain adjustments, plus Unpaid Dividends (as defined in the BEPC Articles), if any, with the form of payment to be determined at BEPCâ€™s election (the â€œExchangeable Share Exchange Rightâ€); AND WHEREAS each ClassÂ A.1 Share is exchangeable at the option of the holder at any time, subject to certain restrictions, for one Unit per ClassÂ A.1 Share multiplied by a factor (the â€œConversion Factorâ€) initially equal to one (or its cash equivalent based on the closing price of the Units on the New York Stock Exchange as at the date of receipt by BEPC Holdings of the applicable notice of exchange), subject to certain adjustments, plus Unpaid ClassÂ A.1 Dividends (as defined in the BEPC Holdings Articles), if any, with the form of payment to be determined at BEPC Holdingsâ€™ election (the â€œClassÂ A.1 Exchange Rightâ€); AND WHEREAS each ClassÂ A.2 Share is exchangeable or convertible, as the case may be, at the option of the holder at any time, subject to certain restrictions, (i)Â for one Exchangeable Share per ClassÂ A.2 Share multiplied by the Conversion Factor, subject to certain adjustments, plus Unpaid ClassÂ A.2 Dividends (as defined in the BEPC Holdings Articles), if any, with the form of payment to be determined at BEPC Holdingsâ€™ election (subject to an ownership cap that limits the exchange by Brookfield Group of ClassÂ A.2 Shares such that exchanges by the Brookfield Group may not result in the Brookfield Group owning 9.5% or more of the aggregate fair market value of all issued and outstanding shares of BEPC), (ii) for one Unit per ClassÂ A.2 Share multiplied by the Conversion Factor, subject to certain adjustments, plus Unpaid ClassÂ A.2 Dividends, if any, with the form of payment to be determined at BEPC Holdingsâ€™ election, or (iii)Â if such ClassÂ A.2 Share is held by a BEP-Affiliated ClassÂ A.2 Shareholder (as defined in the BEPC Holdings Articles), into one ClassÂ A.1 Share or one class C non-voting share of BEPC Holdings (the â€œClassÂ A.2 Exchange Rightâ€); AND WHEREAS the Parties wish to enter into this Agreement to evidence certain arrangements between them in furtherance of the Pairing Principle. NOW THEREFORE in consideration of one dollar ($1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties covenant and agree, each with the other, as follows: ARTICLEÂ 1 INTERPRETATION Â 1.1 Definitions In this Agreement, except where the context otherwise requires, the following terms will have the following meanings: 1.1.1 â€œAgreementâ€ means this Pairing Agreement; 1.1.2 â€œBEPâ€ has the meaning ascribed thereto in the Recitals; 1.1.3 â€œBEPCâ€ has the meaning ascribed thereto in the Recitals; 1.1.4 â€œBEPC Articlesâ€ means the articles of BEPC; 1.1.5 â€œBEPC Holdingsâ€ has the meaning ascribed thereto in the Recitals; 1.1.6 â€œBEPC Holdings Articlesâ€ means the articles of BEPC Holdings; 1.1.7 â€œBusiness Dayâ€ means a day, other than a Saturday, Sunday or statutory or civic holiday in Ontario or British Columbia, when banks are generally open for the transaction of business in both Toronto, Ontario and Vancouver, British Columbia; 1.1.8 â€œClassÂ A.1 Exchange Rightâ€ has the meaning ascribed thereto in the Recitals; 1.1.9 â€œClassÂ A.1 Sharesâ€ has the meaning ascribed thereto in the Recitals; 1.1.10 â€œClassÂ A.2 Exchange Rightâ€ has the meaning ascribed thereto in the Recitals; 1.1.11 â€œClassÂ A.2 Sharesâ€ has the meaning ascribed thereto in the Recitals; 1.1.12 â€œConversion Factorâ€ has the meaning ascribed thereto in the Recitals; 1.1.13 â€œExchangeable Share Exchange Rightâ€ has the meaning ascribed thereto in the Recitals; 1.1.14 â€œExchangeable Sharesâ€ has the meaning ascribed thereto in the Recitals; 1.1.15 â€œOld ClassÂ A Sharesâ€ has the meaning ascribed thereto in the Recitals; 1.1.16 â€œPairing Principleâ€ has the meaning ascribed thereto in the Recitals; 1.1.17 â€œPartiesâ€ means BEPC, BEPC Holdings and BEP, and â€œPartyâ€ means any one of them; and 1.1.18 â€œUnitsâ€ has the meaning ascribed thereto in the Recitals. Â 1.2 Headings The inclusion of headings in this Agreement are for convenience of reference only and will not affect the construction or interpretation hereof. Â 1.3 Interpretation In this Agreement, unless the context otherwise requires: 1.3.1 words importing the singular shall include the plural and vice versa, words importing gender shall include all genders or the neuter, and words importing the neuter shall include all genders; 1.3.2 the words â€œincludeâ€, â€œincludesâ€, â€œincludingâ€, or any variations thereof, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; 1.3.3 references to any person include such personâ€™s successors and permitted assigns; 1.3.4 except as otherwise provided in this Agreement, any reference in this Agreement to a statute, regulation, policy, rule or instrument shall include, and shall be deemed to be a reference also to, all rules and regulations made under such statute, in the case of a statute, all amendments made to such statute, regulation, policy, rule or instrument, and any statute, regulation, policy, rule or instrument that may be passed which has the effect of supplementing or superseding the statute, regulation, policy, rule or instrument so referred to; 1.3.5 any reference to this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or, as the case may be, such other agreement, document or instrument as the same may have been, or may from time to time be, amended, varied, replaced, amended and restated, supplemented or otherwise modified; and 1.3.6 in the event that any day on which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day. Â 1.4 Invalidity of Provisions Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the Parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The Parties will engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as

possible to that of the invalid or unenforceable provision which it replaces. Â 1.5 Entire Agreement This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement, or any amendment or supplement hereto, by any Party or its directors, officers, employees or agents, to any other Parties or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the Parties to this Agreement has been induced to enter into this Agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above. 1.6 Waiver, Amendment Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. A Partyâ€™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. Â 1.7 Governing Law 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. Each Party irrevocably attorns and submits to the non-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 any argument that such court provides an inconvenient forum. ARTICLEÂ 2 COVENANTS Â 2.1 Pairing Principle The Parties acknowledge and agree to promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may be reasonably required from time to time for the purpose of giving effect to and maintaining the Pairing Principle, including without limitation: 2.1.1 if and to the extent that BEPC raises funds from time to time by way of the issuance of Exchangeable Shares for cash (including for greater certainty pursuant to a dividend reinvestment plan), BEPC shall, unless otherwise agreed by BEP, utilize such funds to subscribe for an equivalent number of ClassÂ A.1 Shares; 2.1.2 if and to the extent that BEPC from time to time repurchases any Exchangeable Shares (whether pursuant to a normal course issuer bid or otherwise), BEPC Holdings shall, unless otherwise agreed by BEP, redeem (or otherwise repurchase from BEPC) an equivalent number of ClassÂ A.1 Shares; 2.1.3 BEPC Holdings shall not, unless substantially concurrent with the redemption of Exchangeable Shares by BEPC, and unless otherwise agreed by BEP and BEPC, redeem any ClassÂ A.1 Shares held by BEPC; 2.1.4 if and to the extent any holders of Exchangeable Shares from time to time exercise the Exchangeable Share Exchange Right in respect of such Exchangeable Shares, and in connection therewith BEP does not exercise its overriding call right to acquire such Exchangeable Shares, BEPC shall, unless otherwise agreed by BEP, exercise the ClassÂ A.1 Exchange Right in respect of an equivalent number of ClassÂ A.1 Shares held by BEPC and, immediately after receipt of such Units, deliver the Units received in consideration for such ClassÂ A.1 Shares to such tendering holders of Exchangeable Shares in consideration for their respective Exchangeable Shares; 2.1.5 except as contemplated pursuant to SectionÂ 2.1.4, BEPC shall not, unless otherwise agreed by BEP, exercise the ClassÂ A.1 Exchange Right in respect of any ClassÂ A.1 Shares held by BEPC; 2.1.6 if and to the extent that any holders of ClassÂ A.2 Shares from time to time exercise the ClassÂ A.2 Exchange Right in respect of such ClassÂ A.2 Shares and the consideration for such ClassÂ A.2 Shares is Exchangeable Shares, BEPC shall, upon receipt of such ClassÂ A.2 Shares, and unless otherwise agreed by BEP, exercise the ClassÂ A.2 Exchange Right in respect of such ClassÂ A.2 Shares (as owned by BEPC) to convert such ClassÂ A.2 Shares into ClassÂ A.1 Shares; and 2.1.7 if at any time there is a BEP Liquidation Event (as defined in the BEPC Holdings Articles and BEPC Articles) and in connection therewith there is an automatic redemption of the ClassÂ A.1 Shares in accordance with the terms of the BEPC Holdings Articles and an automatic redemption of the Exchangeable Shares in accordance with the terms of the BEPC Articles, it is acknowledged and agreed that the automatic redemption of the ClassÂ A.1 Shares shall occur immediately prior to the automatic redemption of the Exchangeable Shares and that BEPC shall deliver any Units received in respect of its ClassÂ A.1 Shares to holders of Exchangeable Shares. ARTICLEÂ 3 REPRESENTATIONS AND WARRANTIES Â 3.1 Representations and Warranties of BEPC BEPC represents and warrants to BEPC Holdings that: 3.1.1 it is validly organized and existing under the relevant laws governing its formation and existence; 3.1.2 it has the power, capacity and authority to enter into this Agreement and to perform its duties and obligations hereunder; 3.1.3 it has taken all necessary action to authorize the execution, delivery and performance of this Agreement; 3.1.4 the execution and delivery of this Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents; 3.1.5 no authorization, consent or approval, or filing with or notice to any person is required in connection with the execution, delivery or performance by it of this Agreement; and 3.1.6 this Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally, and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. Â 3.2 Representations and Warranties of the Parties Each of the Parties represents and warrants that: 3.2.1 it is validly organized and existing under the relevant laws governing its formation and existence; 3.2.2 it has the power, capacity and authority to enter into this Agreement and to perform its duties and obligations hereunder; 3.2.3 it has taken all necessary action to authorize the execution, delivery and performance of this Agreement; 3.2.4 the execution and delivery of this Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents; 3.2.5 no authorization, consent or approval, or filing with or notice to any person is required in connection with the execution, delivery or performance by it of this Agreement; and 3.2.6 this Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally, and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. ARTICLEÂ 4 TERMINATION Â 4.1 Term The obligations of the Parties under this Agreement will begin on the date hereof and will continue in full force and effect until each of the Parties consent to the termination of this Agreement in writing. ARTICLEÂ 5 GENERAL PROVISIONS Â 5.1 Assignment 5.1.1 None of the rights or obligations hereunder shall be assignable or transferable by any Party without the prior written consent of the other Parties. 5.1.2 Any purported assignment of this Agreement in violation of this SectionÂ 5.1 shall be null and void. Â 5.2 Enurement This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Â 5.3 Notices Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by prepaid first-class mail, by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, will be deemed to have been received on the fourthÂ Business Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, will be deemed to have been received on the Business Day following the sending, or if delivered by hand will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this section. In the event of a general discontinuance of postal

service due to strike, lock-out or otherwise, notices or other communications will be delivered by hand or sent by facsimile or other means of electronic communication and will be deemed to have been received in accordance with this section. Notices and other communications will be addressed as follows: Â 5.3.1 if to BEPC: Brookfield Renewable Corporation Brookfield Place, 181 Bay Street Suite 300, Toronto, Ontario M5J 2T3 Â Â Attention: Secretary Â Â 5.3.2 if to BEPC Holdings : Brookfield Renewable Holdings Corporation Brookfield Place, 181 Bay Street Suite 300, Toronto, Ontario M5J 2T3 Â Â Attention: Secretary Â Â 5.3.3 if to BEP: Brookfield Renewable Partners L.P. 73 Front Street 5th Floor Hamilton HM12 Bermuda Â Â Attention: Secretary or to such other addresses as a Party may from time to time notify the others in accordance with this SectionÂ 5.3. Â 5.4 Counterparts This Agreement may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. [NEXT PAGE IS SIGNATURE PAGE] IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written. Â BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD RENEWABLE HOLDINGS CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary BROOKFIELD RENEWABLE PARTNERS L.P., by its general partner, BROOKFIELD RENEWABLE PARTNERS LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President [Signature Page - Pairing Agreement] EX-99.5 6 d168282dex995.htm EX-99.5 EX-99.5 Exhibit 99.5 December 24, 2024 Brookfield Renewable Corporation 250 Vesey Street, 15th Floor New York, NY 10281 Â RE: Option to purchase class B multiple voting shares and class C non-voting shares in the capital of Brookfield Renewable Holdings Corporation Brookfield BRP Canada Corp (â€œBBCCâ€) currently holds, and may from time to time acquire, certain class B multiple voting shares (â€œClassÂ B Sharesâ€) and/or class C non-voting shares (â€œClassÂ C Sharesâ€) in the capital of Brookfield Renewable Holdings Corporation (â€œBEPC Holdingsâ€). In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BBCC hereby grants Brookfield Renewable Corporation (â€œBEPCâ€) the right, at BEPCâ€™s sole option, exercisable by BEPC at any time and from time to time from and after the date hereof, to purchase all or any portion of the ClassÂ B Shares and/or ClassÂ C Shares held by BBCC (the â€œPurchase Optionâ€). The purchase price payable by BEPC to BBCC in respect of any ClassÂ B Share or ClassÂ C Share purchased by BEPC pursuant to the Purchase Option shall be the fair market value of such ClassÂ B Share or ClassÂ C Share, as applicable. BEPC shall satisfy the purchase price payable to BBCC by issuing such number of class B shares in the capital of BEPC to BBCC with an aggregate fair market value equal to the purchase price. If requested by BBCC, BBCC and BEPC shall jointly elect in prescribed form and within the prescribed time under section 85 of the Income Tax Act (Canada), and the corresponding provisions of applicable provincial income tax statutes, in order that the provisions of subsection 85(1) of the Income Tax Act (Canada) apply to any purchase and sale of ClassÂ B Shares or ClassÂ C Shares pursuant to the Purchase Option. In order to exercise the Purchase Option, BEPC shall deliver a notice of exercise to BBCC that specifies (i)Â the number of ClassÂ B Shares and/or ClassÂ C Shares that BEPC is electing to purchase, (ii)Â BEPCâ€™s determination of the purchase price payable to BBCC in respect of such purchased shares, and (iii)Â the closing date for such purchase, which shall be not less than five (5)Â business days and not more than ten (10)Â business days after the date such notice of exercise is delivered to BBCC. All Shares purchased pursuant to the Purchase Option shall be free and clear of all encumbrances at the time of purchase. BBCC hereby represents and warrants to BEPC that except for this agreement and the applicable terms of the articles of BEPC Holdings, there are no options, warrants or other rights, agreements or arrangements or commitments (preemptive, contingent or otherwise) as of the date hereof, and will be no such options, warrants or other rights, agreements or arrangements or commitments on the closing date of any purchase of ClassÂ B Shares or Class C Shares pursuant to the Purchase Option, obligating BBCC to sell any ClassÂ B Shares or ClassÂ C Shares or otherwise limiting or restricting the transfer of ClassÂ B Shares or ClassÂ C Shares to BEPC. Notwithstanding the foregoing, BBCC may at any time transfer any ClassÂ B Shares or ClassÂ C Shares that it holds to any other person provided that, as a condition precedent to such transfer, the transferee of such ClassÂ B Shares or ClassÂ C Shares agrees in writing, in form and substance satisfactory to BEPC acting reasonably, to be bound by all of the terms of this agreement as though an original party hereto. This agreement constitutes the entire agreement between BEPC and BBCC and supersedes all prior agreements with respect to the subject matter of this agreement. BEPC and BBCC will execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as may be reasonably required to give effect to the full intent and meaning of this agreement and the provisions hereof and the exercise of the Purchase Option by BEPC from time to time, including applying for and obtaining any required approvals from the Toronto Stock Exchange and New York Stock Exchange. BEPC may at any time assign its rights under this agreement to one or more subsidiaries of BEPC, provided that no such assignment shall relieve BEPC of its payment obligations hereunder. The Purchase Option may be exercised by BEPC for so long as BBCC holds any ClassÂ B Shares or ClassÂ C Shares. This agreement will automatically terminate at any time that BBCC no longer holds any ClassÂ B Shares and ClassÂ C Shares. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This agreement may be amended or modified only by an instrument in writing executed by Brookfield BRP Canada Corp and Brookfield Renewable Corporation. Please confirm your agreement with the foregoing by executing in the space indicated below. Â BROOKFIELD BRP CANADA CORP By: Â /s/ Michael Tebbutt Â Name:â€‰â€ŠMichael Tebbutt Â Title:â€‚â€‰â€ŠChief Financial Officer Â By: Â /s/ William Fyfe Â Name:â€‰â€ŠWilliam Fyfe Â Title:â€‚â€‰â€ŠSenior Vice President,General CounselÂ &Secretary Accepted and agreed as of the date first written above: Â BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name:â€‰â€ŠJennifer Mazin Â Title:â€‚â€‰â€ŠGeneral Counsel and Corporate Secretary [Signature Page - Option Agreement (BEPC BBCC)] EX-99.6 7 d168282dex996.htm EX-99.6 EX-99.6 Exhibit 99.6 December 24, 2024 Brookfield Renewable Corporation 250 Vesey Street, 15th Floor New York, NY 10281 Â RE: Option to purchase class B multiple voting shares and class C non-voting shares in the capital of Brookfield Renewable Holdings Corporation Brookfield BRP Holdings (Canada) Inc. (â€œCanholdcoâ€) currently holds, and may from time to time acquire, certain class B multiple voting shares (â€œClassÂ B Sharesâ€) and/or class C non-voting shares (â€œClassÂ C Sharesâ€) in the capital of Brookfield Renewable Holdings Corporation (â€œBEPC Holdingsâ€). In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Canholdco hereby grants Brookfield Renewable Corporation (â€œBEPCâ€) the right, at BEPCâ€™s sole option, exercisable by BEPC at any time and from time to time from and after the date hereof, to purchase all or any portion of the ClassÂ B Shares and/or ClassÂ C Shares held by Canholdco (the â€œPurchase Optionâ€). The purchase price payable by BEPC to Canholdco in respect of any ClassÂ B Share or ClassÂ C Share purchased by BEPC pursuant to the Purchase Option shall be the fair market value of such ClassÂ B Share or ClassÂ C Share, as applicable. BEPC shall satisfy the purchase price payable to Canholdco by issuing such number of class B shares in the capital of BEPC to Canholdco with an aggregate fair market value equal to the purchase price. If requested by Canholdco, Canholdco and BEPC shall jointly elect in prescribed form and within the prescribed time under section 85 of the Income Tax Act (Canada), and the corresponding provisions of applicable provincial income tax statutes, in order that the provisions of subsection 85(1) of the Income Tax Act (Canada) apply to any purchase and sale of ClassÂ B Shares or ClassÂ C Shares pursuant to the Purchase Option. In order to exercise the Purchase Option, BEPC shall deliver a notice of exercise to Canholdco that specifies (i)Â the number of ClassÂ B Shares and/or ClassÂ C Shares that BEPC is electing to purchase, (ii)Â BEPCâ€™s determination of the purchase price payable to Canholdco in respect of such purchased shares, and (iii)Â the closing date for such purchase, which shall be not less than five (5)Â business days and not more than ten (10)Â business days after the date such notice of exercise is delivered to Canholdco. All Shares purchased pursuant to the Purchase Option shall be free and clear of all encumbrances at the time of purchase. Canholdco hereby represents and warrants to BEPC that except for this agreement and the applicable terms of the articles of BEPC Holdings, there are no options, warrants or other rights, agreements or arrangements or commitments (preemptive, contingent or otherwise) as of the date hereof, and will be no such options, warrants or other rights, agreements or

arrangements or commitments on the closing date of any purchase of ClassÂ B Shares or ClassÂ C Shares pursuant to the Purchase Option, obligating Canholdco to sell any ClassÂ B Shares or ClassÂ C Shares or otherwise limiting or restricting the transfer of ClassÂ B Shares or ClassÂ C Shares to BEPC. Notwithstanding the foregoing, Canholdco may at any time transfer any ClassÂ B Shares or ClassÂ C Shares that it holds to any other person provided that, as a condition precedent to such transfer, the transferee of such ClassÂ B Shares or ClassÂ C Shares agrees in writing, in form and substance satisfactory to BEPC acting reasonably, to be bound by all of the terms of this agreement as though an original party hereto. This agreement constitutes the entire agreement between BEPC and Canholdco and supersedes all prior agreements with respect to the subject matter of this agreement. BEPC and Canholdco will execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as may be reasonably required to give effect to the full intent and meaning of this agreement and the provisions hereof and the exercise of the Purchase Option by BEPC from time to time, including applying for and obtaining any required approvals from the Toronto Stock Exchange and New York Stock Exchange. BEPC may at any time assign its rights under this agreement to one or more subsidiaries of BEPC, provided that no such assignment shall relieve BEPC of its payment obligations hereunder. The Purchase Option may be exercised by BEPC for so long as Canholdco holds any ClassÂ B Shares or ClassÂ C Shares. This agreement will automatically terminate at any time that Canholdco no longer holds any ClassÂ B Shares and ClassÂ C Shares. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This agreement may be amended or modified only by an instrument in writing executed by Brookfield BRP Holdings (Canada) Inc. and Brookfield Renewable Corporation. Please confirm your agreement with the foregoing by executing in the space indicated below. Â BROOKFIELD BRP HOLDINGS(CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Â Title: General Counsel andâ€fâ€fâ€‡Corporate Secretary Accepted and agreed as of the date first written above: Â BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Â Title: General Counsel and Corporate Secretary Â Â [Signature Page â€“ Option Agreement (BEPC CanHoldco)] EX-99.7 8 d168282dex997.htm EX-99.7 EX-99.7 Exhibit 99.7 AMENDED AND RESTATED EQUITY COMMITMENT AGREEMENT THIS AGREEMENT made as of the 24th day of December, 2024. B E T W E E N: BROOKFIELD BRP HOLDINGS (CANADA) INC. (â€œCanada HoldCoâ€), a corporation existing under the laws of the Province of Ontario - and - BROOKFIELD RENEWABLE CORPORATION (â€œBEPCâ€), a corporation existing under the laws of the Province of British Columbia - and - BROOKFIELD RENEWABLE HOLDINGS COPORATION (â€œBEPC Holdingsâ€), a corporation existing under the laws of the Province of British Columbia - and - BROOKFIELD RENEWABLE PARTNERS L.P. (â€œBEP Partnershipâ€), a limited partnership existing under the laws of Bermuda RECITALS: Â A. WHEREAS on JulyÂ 30, 2020 Canada Holdco, BEPC Holdings (formerly Brookfield Renewable Corporation) and BEP Partnership entered into an equity commitment agreement (the â€œOriginal Agreementâ€) pursuant to which Canada HoldCo agreed to subscribe for, or cause one of its Affiliates (as defined below) to subscribe for, BEPC Holdings ClassÂ C Shares (as defined below), on the terms and conditions set forth in the Original Agreement and, as applicable, the articles of incorporation of BEPC Holdings, as the same may be amended and/or restated from time to time; Â B. WHEREAS BEPC Holdings intends to call on Canada HoldCoâ€™s Commitment, from time to time and as necessary, to fund growth capital investments and acquisitions, or for working capital purposes; C. WHEREAS BEP Partnership provided a covenant in the Original Agreement not to declare or pay any distributions on its limited partnership units if certain conditions are met; and Â D. WHEREAS Canada Holdco, BEPC Holdings and BEP Partnership desire to amend and restate the Original Agreement in its entirety to (i)Â add BEPC as a party thereto in order to receive the benefit of the covenants of the BEP Partnership in SectionÂ 8 and (ii)Â make certain other amendments to the terms and conditions of the Original Agreement as reflected herein; and Â E. WHEREAS BEP Partnership has declared a distribution payable on DecemberÂ 31 2024 to holders of BEP Units of record as of NovemberÂ 29, 2024 and BEPC Holdings has declared an equivalent dividend payable on DecemberÂ 31, 2024 to holders of Former BEPC Holdings ClassÂ A Shares (as defined below) of record as of NovemberÂ 29, 2024 and BEPC Holdings will have sufficient money or other assets to enable the payment, in accordance with applicable law (including directorsâ€™ fiduciary duties) and all contracts to which BEPC Holdings is a party, of such dividend on the Former BEPC Holdings ClassÂ A Shares as of the payment date. NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows: Â 1. Interpretation Â 1.1 Definitions. In this Equity Commitment Agreement, the following terms shall have the following meanings: Â 1.1.1 â€œAffiliateâ€ means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by such Person, or is under common Control of a third Person; Â -2- 1.1.2 â€œBEP Groupâ€ means the BEP Partnership, the Renewable Partnership, the Holding Entities, the Operating Entities and any other direct or indirect Subsidiary of a Holding Entity, other than any member of the BEPC Group; Â 1.1.3 â€œBEP Partnershipâ€ has the meaning assigned thereto in the preamble; Â 1.1.4 â€œBEP Unitâ€ means a limited partnership unit in the BEP Partnership; Â 1.1.5 â€œBEPCâ€ has the meaning assigned thereto in the preamble; Â 1.1.6 â€œBEPC ClassÂ A Sharesâ€ means the class A exchangeable subordinate voting shares in the capital of BEPC; Â 1.1.7 â€œBEPC Groupâ€ means BEPC, BEPC Holdings and any of their direct or indirect Subsidiaries; Â 1.1.8 â€œBEPC Holdingsâ€ has the meaning assigned thereto in the preamble and formerly known as Brookfield Renewable Corporation; Â 1.1.9 â€œBEPC Holdings ClassÂ C Sharesâ€ means the class C non-voting shares in the capital of BEPC Holdings; Â 1.1.10 â€œBusiness Dayâ€ means any day that the Principal Stock Exchange is open for trading, other than any legal holiday recognized as such in the Province of Ontario or the Province of British Columbia; Â 1.1.11 â€œCanada HoldCoâ€ has the meaning assigned thereto in the preamble; Â 1.1.12 â€œCommitmentâ€ has the meaning assigned thereto in SectionÂ 2.1; Â 1.1.13 â€œCommitment Periodâ€ means the period commencing on JulyÂ 30, 2020 and ending on the tenth anniversary thereof; Â 1.1.14 â€œControlâ€ means the control of one Person of another Person in accordance with the following: a Person (â€œAâ€) controls another Person (â€œBâ€) where A has the power to determine the management and policies of B by contract or status (for example the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors to the board of B or A is the general partner of B, a limited partnership, then in each case A Controls B for this purpose; Â -3- 1.1.15 â€œDraw-Down Noticeâ€ means a notice to Canada HoldCo of a draw-down on the Commitment; Â 1.1.16 â€œEquity Commitment Agreementâ€ means this amended and restated equity commitment agreement dated December 24, 2024 as it may be further amended or restated from time to time; Â 1.1.17 â€œFormer BEPC Holdings ClassÂ A Sharesâ€ means the former class A exchangeable subordinate voting shares in the capital of BEPC Holdings; Â 1.1.18 â€œHolding Entityâ€ has the meaning assigned thereto in the BEP Partnership Agreement; Â 1.1.19 â€œOperating Entityâ€ has the meaning assigned thereto in the BEP Partnership Agreement; Â 1.1.20 â€œOriginal Agreementâ€ has the meaning assigned thereto in the preamble; Â 1.1.21 â€œPersonâ€ means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted; Â 1.1.22 â€œPrincipal Stock Exchangeâ€ means the New York Stock Exchange or if the BEPC ClassÂ A Shares are not listed on the New York Stock Exchange, the principal stock exchange on which the BEPC ClassÂ A Shares are listed; Â 1.1.23 â€œRenewable Partnershipâ€ means Brookfield Renewable Energy L.P.; Â -4- 1.1.24 â€œSubscriberâ€ means Canada HoldCo or any other member of the BEP Group that Canada HoldCo causes to subscribe for BEPC Holdings ClassÂ C Shares pursuant to this Equity Commitment Agreement; Â 1.1.25 â€œSubscription Paymentâ€ has the meaning assigned thereto in SectionÂ 2.2; Â 1.1.26 â€œSubscription Payment Dateâ€ means a date specified in a Draw-Down Notice on which a Subscription Payment is to be made to BEPC Holdings; Â 1.1.27 â€œSubsidiaryâ€ means, with respect to any Person, (i)Â any other Person that is directly or indirectly Controlled by such Person, (ii)Â any trust in which such Person holds all of the beneficial interests or (iii)Â any partnership, limited liability company or similar entity in which such Person holds all of the interests other than the interests of any general partner,

managing member or similar Person; and Â 1.1.28 â€œUS$â€ means United States dollars. Â 1.2 Headings. The inclusion of headings and a table of contents in this Equity Commitment Agreement are for convenience of reference only and will not affect the construction or interpretation hereof. Â 1.3 Gender and Number. In this Equity Commitment Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders. Â 1.4 Invalidity of Provisions. Each of the provisions contained in this Equity Commitment Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Equity Commitment Agreement invalid or unenforceable in any respect. The parties will engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces. Â -5- 1.5 Currency. Except where otherwise expressly provided, all amounts in this Equity Commitment Agreement are stated and shall be paid in US$. BEPC Holdings shall call all Subscription Payments in US$. Canada HoldCo shall make all Subscription Payments in US$ or in the equivalent amount of Canadian Dollars on the basis of rates quoted by appropriate financial institutions of repute or by internationally recognized financial publications or news services. If it is necessary for any amounts to be converted from another currency into US$, then BEPC Holdings will convert the amount using rates quoted by appropriate financial institutions of repute or by internationally recognized financial publications or news services. Â 1.6 Waiver, Amendment. Any amendment, modification or waiver to this Equity Commitment Agreement that would reasonably be expected to impact the economic equivalence of a BEPC ClassÂ A Share with a BEP Unit shall require (i)Â at a duly called annual or special meeting of BEPCâ€™s shareholders, the affirmative consent or vote, as applicable, of holders of a majority of the outstanding BEPC ClassÂ A Shares not held by Brookfield Corporation, the BEP Partnership or their controlled Affiliates, voting as a class (â€œBEPC ClassÂ A Shareholder Approvalâ€), or (ii)Â in the event that there is more than one independent director of BEPC (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the BEPC ClassÂ A Shares may then be listed) who does not also serve on the board of the general partner of the BEP Partnership (each a â€œnon-overlapping directorâ€), the approval of a majority of such non-overlapping directors. BEPC shall, if requested by BEPC Holdings in connection with a proposed amendment, modification or waiver of this Equity Commitment Agreement that would reasonably be expected to impact the economic equivalence of a BEPC ClassÂ A Share with a BEP Unit, call a special meeting of BEPC shareholders for purposes obtaining BEPC ClassÂ A Shareholder Approval. Except as expressly provided in this Equity Commitment Agreement, no amendment, modification or waiver of this Equity Commitment Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Equity Commitment Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Equity Commitment Agreement constitute a continuing waiver unless otherwise expressly provided. Â -6- 1.7 Governing Law This Equity Commitment Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Â 2. The Commitment Â 2.1 The aggregate commitment of Canada HoldCo to subscribe for BEPC Holdings ClassÂ C Shares pursuant to this Equity Commitment Agreement is $1Â billion (the â€œCommitmentâ€). Â 2.2 Each draw-down shall not exceed $250,000,000, unless Canada HoldCo otherwise agrees, and each subsequent draw-down shall be made a minimum of 120 days after the receipt of the last Draw-Down Notice from BEPC Holdings. Â 2.3 Subject to Sections 3 and 4, on each Subscription Payment Date, the Subscriber shall pay to BEPC Holdings an amount of cash set out in a Draw-Down Notice (the â€œSubscription Paymentâ€) in exchange for the issuance of BEPC Holdings ClassÂ C Shares pursuant to SectionÂ 6. Â 2.4 The amount of the Commitment shall be permanently reduced by the amount of any Subscription Payment made to BEPC Holdings. Â 3. Subscription Payments on Draw-Downs Â 3.1 Canada HoldCo shall cause one or more Subscribers to make a Subscription Payment to BEPC Holdings following receipt of a Draw-Down Notice from BEPC Holdings and in such amount as BEPC Holdings shall specify in the Draw-Down Notice; provided that no Subscription Payment shall be less than $10Â million or in excess of the undrawn amount of the Commitment at the time the Subscription Payment is to be made. Â -7- 3.2 BEPC Holdings shall give the Draw-Down Notice to Canada HoldCo in the manner specified in SectionÂ 12 hereof. The Draw-Down Notice shall: Â 3.2.1 specify (i)Â the place at which such Subscription Payment is to be made, including, if applicable, the account of BEPC Holdings or one or more of its subsidiaries to which such Subscription Payment should be made, (ii)Â the security to be issued, (iii)Â the amount of such Subscription Payment to be made, and (iv)Â the Subscription Payment Date and time at which such Subscription Payment is to be made, which shall not be earlier than 12:00 p.m., Toronto time, generally on the tenth Business Day, but in no event earlier than the fifth Business Day, after the giving of the Draw-Down Notice; and Â 3.2.2 confirm that (i)Â BEPC Holdings is able to pay its liabilities as they become due; and (ii)Â there has been no material adverse effect with respect to BEPC Holdings or its affairs or financial condition. Â 3.3 If BEPC Holdings deems it advisable, BEPC Holdings may reduce the amount of or cancel any call for a Subscription Payment by giving notice to Canada HoldCo in accordance with SectionÂ 12, subject to SectionÂ 3.1. Â 4. Conditions Precedent Canada HoldCoâ€™s obligations pursuant to SectionÂ 3.1 are subject to compliance, as of the Subscription Payment Date, with each of the following conditions precedent which are for the sole and exclusive benefit of Canada HoldCo and may be waived by Canada HoldCo in its sole discretion: Â 4.1 The BEP Group shall directly or indirectly Control BEPC Holdings and the BEP Group shall have the ability, directly or indirectly, to elect a majority of the directors of BEPC Holdings; Â 4.2 a Draw-Down Notice shall have been provided to Canada HoldCo in accordance with SectionÂ 3.2; and Â 4.3 a majority of the directors of BEPC Holdings shall have authorized the issuance of BEPC Holdings ClassÂ C Shares pursuant to SectionÂ 6. Â -8- 5. Expiration of the Commitment Period Upon the earlier of (i)Â the expiration of the Commitment Period, subject to the ongoing obligation to satisfy a previously issued Draw-Down Notice, and (ii)Â the making of Subscription Payments equal to the full amount of the Commitment, no Subscriber shall be required to make Subscription Payments pursuant to this Equity Commitment Agreement. Â 6. Issuance of BEPC Holdings ClassÂ C Shares Upon making a Subscription Payment to BEPC Holdings, BEPC Holdings shall issue a number of BEPC Holdings ClassÂ C Shares with an aggregate fair market value equal to the cash amount of the Subscription Payment. Â 7. Representations and Warranties Â 7.1 Canada HoldCo hereby represents and warrants to BEPC, BEPC Holdings and the BEP Partnership that: Â 7.1.1 it is validly organized and existing under the laws of the Province of Ontario; Â 7.1.2 it has the power, capacity and authority to enter into this Equity Commitment Agreement and to perform its duties and obligations hereunder; Â 7.1.3 it has taken all necessary action to authorize the execution, delivery and performance of this Equity Commitment Agreement; Â 7.1.4 the execution and delivery of this Equity Commitment Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents; Â -9- 7.1.5 no authorization, consent or approval, or filing with or notice to any Person is required in connection with the execution, delivery or performance by it of this Equity Commitment Agreement; and Â 7.1.6 this Equity Commitment Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. Â 7.2 BEPC hereby represents and warrants to BEPC Holdings, Canada HoldCo and the BEP Partnership that: Â 7.2.1 it is validly organized and existing under the laws of the Province of British Columbia; Â 7.2.2 it has the power, capacity and authority to enter into this Equity Commitment Agreement and to perform its duties and obligations hereunder; Â 7.2.3 it has taken all necessary action to authorize the execution, delivery and performance of this Equity Commitment Agreement; Â 7.2.4 the execution and delivery of this Equity Commitment Agreement by it and the performance by it

of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents; Â 7.2.5 no authorization, consent or approval, or filing with or notice to any Person is required in connection with the execution, delivery or performance by it of this Equity Commitment Agreement; and Â 7.2.6 this Equity Commitment Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. Â -10- 7.3 BEPC Holdings hereby represents and warrants to BEPC, Canada HoldCo and the BEP Partnership that: Â 7.3.1 it is validly organized and existing under the laws of the Province of British Columbia; Â 7.3.2 it has the power, capacity and authority to enter into this Equity Commitment Agreement and to perform its duties and obligations hereunder; Â 7.3.3 it has taken all necessary action to authorize the execution, delivery and performance of this Equity Commitment Agreement; Â 7.3.4 the execution and delivery of this Equity Commitment Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its articles, by-laws, constituent documents or other organizational documents; Â 7.3.5 no authorization, consent or approval, or filing with or notice to any Person is required in connection with the execution, delivery or performance by it of this Equity Commitment Agreement; and Â 7.3.6 this Equity Commitment Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. Â 7.4 The BEP Partnership hereby represents and warrants to BEPC, BEPC Holdings and Canada HoldCo that: Â -11- 7.4.1 it is validly organized and existing under the laws of Bermuda; Â 7.4.2 it has the power, capacity and authority to enter into this Equity Commitment Agreement and to perform its duties and obligations hereunder; Â 7.4.3 it has taken all necessary action to authorize the execution, delivery and performance of this Equity Commitment Agreement; Â 7.4.4 the execution and delivery of this Equity Commitment Agreement by it and the performance by it of its obligations hereunder do not and will not contravene, breach or result in any default under its limited partnership agreement, constituent documents or other organizational documents; Â 7.4.5 no authorization, consent or approval, or filing with or notice to any Person is required in connection with the execution, delivery or performance by it of this Equity Commitment Agreement; and Â 7.4.6 this Equity Commitment Agreement constitutes a valid and legally binding obligation of it enforceable against it in accordance with its terms, subject to (i)Â applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditorsâ€™ rights and remedies generally and (ii)Â general principles of equity, including standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies, whether such principles are considered in a proceeding at law or in equity. Â 8. Covenants of the BEP Partnership The BEP Partnership covenants to BEPC and agrees that, from the date of this Equity Commitment Agreement until the termination of this Equity Commitment Agreement: (a) it will not declare any distribution on the BEP Units if on such date BEPC does not have sufficient money or other assets, taking into account any dividends declared on or about such date by BEPC Holdings on the class A.1 exchangeable subordinate voting shares of BEPC Holdings held by BEPC, to enable the declaration and payment, in accordance with applicable law (including directorsâ€™ fiduciary duties) and all contracts to which BEPC is a party, of the equivalent (calculated per BEPC ClassÂ A Share) dividend on the BEPC ClassÂ A Shares; and (b) it will not pay any distribution that is declared after the date of this Equity Commitment Agreement on the BEP Units if on such payment date BEPC does not have sufficient money or other assets, taking into account any dividends to be received by BEPC on the class A.1 subordinate voting shares of BEPC Holdings held by BEPC on or about the date of the proposed distribution, to enable the payment, in accordance with applicable law (including directorsâ€™ fiduciary duties) and all contracts to which BEPC is a party, of the equivalent (calculated per BEPC ClassÂ A Share) dividend on the BEPC ClassÂ A Shares. Â -12- 9. Termination This Equity Commitment Agreement shall terminate and no longer be of any effect in the event that all of the outstanding BEPC ClassÂ A Shares are held by Brookfield Corporation, the BEP Partnership or their controlled Affiliates. Â 10. Further Assurances Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Equity Commitment Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Equity Commitment Agreement. Â 11. Successors and Assigns No party may assign its right or benefits under this Equity Commitment Agreement without the prior written consent of the other parties hereto provided that Canada HoldCo may assign its rights and benefits under this Equity Commitment Agreement to any member of the BEP Group without obtaining the prior written consent of the other parties. This provision of this Equity Commitment Agreement shall enure to the benefit of and be binding on the parties to this Equity Commitment Agreement and their respective successors and assigns. Â -13- 12. Notice Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid mail, by facsimile or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if mailed by prepaid mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth Business Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows: Â Â (a) if to Canada HoldCo: Brookfield Place, Suite 100 181 Bay Street Toronto, ON M5J 2T3 Â Â (b) if to BEPC: Brookfield Renewable Corporation Brookfield Place 250 Vesey Street, 15th Floor New York NY 10281 Â Â (c) if to BEPC Holdings: Brookfield Renewable Corporation Brookfield Place 250 Vesey Street, 15th Floor New York NY 10281 Â Â (d) if to the BEP Partnership: Brookfield Renewable Partners L.P. 73 Front Street, 5th Floor Hamilton HM12 Bermuda Â -14- 13. Benefits of this Equity Commitment Agreement Nothing in this Equity Commitment Agreement shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under this Equity Commitment Agreement. Â 14. Counterparts This Equity Commitment Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. [NEXT PAGE IS THE SIGNATURE PAGE] Â -15- IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above. Â BROOKFIELD BRP HOLDINGS (CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BROOKFIELD RENEWABLECORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BROOKFIELD RENEWABLE HOLDINGSCORPORATION By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BROOKFIELD RENEWABLE PARTNERSL.P., by its general partner BROOKFIELDRENEWABLE PARTNERS LIMITED By: Â /s/ James Bodi Â Name: James Bodi Title: President Â [Amended and Restated Equity Commitment Agreement â€“ Signature Page] EX-99.8 9 d168282dex998.htm EX-99.8 EX-99.8 Exhibit 99.8 SUBORDINATE CREDIT AGREEMENT between BROOKFIELD RENEWABLE CORPORATION as Borrower AND BROOKFIELD BRP HOLDINGS (CANADA) INC. as Lender Effective as of December 24, 2024 TABLE OF CONTENTS Â Â Â Â Â Â Page Â ARTICLE 1 DEFINITIONS Â Â Â

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The parties hereto agree as follows: ARTICLE 1 DEFINITIONS Â 1.1 Defined Terms As used in this Agreement, the following terms have the meanings specified below: â€œAdjusted Daily Compounded CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Daily Compounded CORRA for such calculation plus (b)Â the Daily Compounded CORRA Adjustment. â€œAdjusted Term CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term CORRA for such calculation plus (b)Â the Term CORRA Adjustment. â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term SOFR for such calculation plus (b)Â the Term SOFR Adjustment. â€œAgreementâ€ means this subordinate credit agreement and all exhibits attached hereto, as amended, restated or supplemented from time to time. â€œApplicable Lawâ€ means, in respect of any Person, property, transaction, event or other matter, as applicable, all Laws relating or applicable to such Person, property, transaction, event or matter. â€œApplicable Marginâ€ means, with respect to any Loan, the applicable rate per annum, expressed as a percentage, set forth in the relevant column and row of the table below: Â Type of Loan Â Â ApplicableÂ Margin Â Canadian Prime Rate Loan Â Â Â 0.80 %Â U.S. Base Rate Loan Â Â Â 0.80 %Â CORRA Loan Â Â Â 1.80 %Â SOFR Loan Â Â Â 1.80 %Â â€œAuthorizationâ€ means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person and legally binding on such Person. â€œAvailable Amountâ€ means the amount of the Credit Facility as set out in SectionÂ 2.1 as reduced from time to time in accordance with the provisions of this Agreement. â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a)Â if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b)Â otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to SectionÂ 2.11.4. â€œBenchmarkâ€ means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, as applicable, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to SectionÂ 2.11.1. â€œBenchmark Replacementâ€ means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Lender on the applicable Benchmark Replacement Date: Â Â (a) the sum of: (i)Â Daily Simple SOFR and (ii)Â the related Benchmark Replacement Adjustment; or Â Â (b) the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B)Â any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (ii)Â the related Benchmark Replacement Adjustment; If the Benchmark Replacement as determined pursuant to clause (a)Â or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then current Benchmark with an Unadjusted Benchmark Replacement: Â Â (a) for purposes of clause (a)Â of the definition of â€œBenchmark Replacement,â€ the first alternative set forth in the order below that can be determined by the Lender: (i)Â the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) as of the time that such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; or (ii)Â the spread adjustment (which may be a positive or negative value or zero) as of the time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and Â - 2 - Â (b) for purposes of clause (b)Â of the definition of â€œBenchmark Replacement,â€ the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (i)Â any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities. â€œBenchmark Replacement Conforming Changesâ€ means, with

respect to the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œU.S. Base Rateâ€, the definition of â€œBusiness Dayâ€, the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Lender decides, in consultation with the Borrowers, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides, in consultation with the Borrowers, is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œBenchmark Replacement Dateâ€ means the earliest to occur of the following events with respect to the then-current Benchmark: Â Â (a) in the case of clause (a)Â or (b) of the definition of â€œBenchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information referenced therein and (ii)Â the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); and Â - 3 - Â (b) in the case of clause (c)Â of the definition of â€œBenchmark Transition Event,â€ the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date. Notwithstanding anything herein to the contrary, the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); Â Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks. Â - 4 - Notwithstanding anything herein to the contrary, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Unavailability Periodâ€ means, the period (if any)Â (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11 and (b)Â ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11. â€œBorrowersâ€ means, collectively, Brookfield Renewable Corporation and each Person that agrees to be bound hereunder as a Borrower hereunder pursuant to SectionÂ 2.15. â€œBorrowingâ€ means any availment of the Credit Facility and includes a rollover or conversion of any outstanding Loan. â€œBorrowing Requestâ€ means a request by any Borrower for a Borrowing pursuant to SectionÂ 2.3. â€œBusiness Dayâ€ means any day that is not a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario or New York, New York are authorized or required by Applicable Law to remain closed and, (a)Â in the case of any SOFR Loan, is also not a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities, and (b)Â for the limited purpose of calculating Term CORRA or Daily Compounded CORRA in respect of any CORRA Loan, â€œBusiness Dayâ€ shall only include any day that is not a Saturday, Sunday or any day on which commercial banks are authorized or required by Applicable Law to close in Toronto, Ontario. â€œCanadian Available Tenorâ€ means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (a)Â if the then current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b)Â otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to SectionÂ 2.12.4. â€œCanadian Benchmarkâ€ means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then â€œCanadian Benchmarkâ€ means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to SectionÂ 2.12.1. Â - 5 - â€œCanadian Benchmark Replacementâ€ means, with respect to any Canadian Benchmark Transition Event: Â Â (a) where a Canadian Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and Â Â (b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Canadian Governmental Body or (B)Â any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii)Â the related Canadian Benchmark Replacement Adjustment. If the Canadian Benchmark Replacement as determined pursuant to clause (a)Â or (b) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œCanadian Benchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Canadian Benchmark with a Canadian Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (a)Â any selection or recommendation of a spread adjustment, or method for calculating

or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Unadjusted Benchmark Replacement by the Relevant Canadian Governmental Body or (b)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Unadjusted Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time. â€œCanadian Benchmark Replacement Conforming Changesâ€ means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œCanadian Prime Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of Borrowings or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of SectionÂ 2.13 and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). Â - 6 - â€œCanadian Benchmark Replacement Dateâ€ means, the earliest to occur of the following events with respect to the then-current Canadian Benchmark: Â Â (a) in the case of clause (a)Â or (b) of the definition of â€œCanadian Benchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information referenced therein and (ii)Â the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof); or Â Â (b) in the case of clause (c)Â of the definition of â€œCanadian Benchmark Transition Event,â€ the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Canadian Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date. For the avoidance of doubt, the â€œCanadian Benchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b) with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Canadian Available Tenors of such Canadian Benchmark (or the published component used in the calculation thereof). â€œCanadian Benchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); Â - 7 - Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative. For the avoidance of doubt, a â€œCanadian Benchmark Transition Eventâ€ will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Canadian Available Tenor of such Canadian Benchmark (or the published component used in the calculation thereof). â€œCanadian Benchmark Unavailability Periodâ€ means, the period (if any)Â (a) beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12 and (b)Â ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12. â€œCanadian Dollarsâ€ and â€œCdn$â€ refer to lawful money of Canada. â€œCanadian Prime Borrowingâ€ means a Borrowing comprised of one or more Canadian Prime Rate Loans. â€œCanadian Prime Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by the Canadian Reference Lender and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Canadian Dollar-denominated commercial loans in Canada, and (b)Â the annual rate of interest equal to the sum of the one-month Adjusted Term CORRA in effect on such day plus 1.0% per annum. If the Canadian Prim Rate is less than the Floor at any time, it shall be deemed to be the Floor. Â - 8 - â€œCanadian Prime Rate Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon the Canadian Prime Rate. â€œCanadian Reference Lenderâ€ means such bank that is listed on Schedule I of the Bank Act (Canada) that is selected by the Lender by giving written notice thereof to the Borrowers. â€œCanadian Unadjusted Benchmark Replacementâ€ means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment. â€œChange in Controlâ€ means the acquisition by any Person other than Brookfield Corporation or its Affiliates (or any combination thereof) of Control of any Borrower. â€œChange in Lawâ€ means (a)Â the adoption of any new Law after the date of this Agreement, (b)Â any change in any existing Law or in the official interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (c)Â compliance by the Lender or any of its lenders with any request, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which Persons customarily, and are expected by the relevant Governmental Authority to, comply and nevertheless considered to be binding on a Person or such Personâ€™s property) of any Governmental Authority made or issued after the date of this Agreement. â€œControlâ€ and similar expressions mean a relationship between two Persons wherein one of such Persons has the power, through the ownership of Equity Securities, by contract or otherwise, to directly or indirectly direct the management and policies of the other of such Persons, and includes, without limitation: (a)Â in the case of a corporation or a trust, the ownership, either directly or indirectly through one or more Persons, of Equity Securities of such corporation or trust carrying more than 50% of the votes that may be cast to elect the directors or trustees of such corporation or trust or the Control of the corporate trustee of such trust, either under all circumstances or under some circumstances that have occurred and are continuing, (other than Equity Securities held as collateral for a bona fide debt where the holder thereof is not entitled to exercise the voting rights attached thereto unless a default has occurred), provided that such votes, if exercised, are sufficient to elect a majority of the directors or trustees of such corporation or trust or corporate trustee; and (b)Â in the case of a general partnership or limited partnership, the power, through the ownership of Equity Securities, by contract or otherwise, to act as the managing partner appointed in respect of such general partnership or the general partner appointed in respect of such limited partnership, or to otherwise Control such managing partner or general

partner, as applicable. â€œCORRAâ€ means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). â€œCORRA Borrowingâ€ means a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, as applicable. Â - 9 - â€œCORRA Loanâ€ means a Term CORRA Loan or a Daily Compounded CORRA Loan, as applicable. â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor. â€œCredit Facilityâ€ means the revolving credit facility established pursuant to SectionÂ 2.1.1. â€œDaily Compounded CORRAâ€ means, for any day (a â€œDaily Compounded CORRA Rate Dayâ€), a rate per annum (with interest accruing on a compounded daily basis) equal to CORRA for the day (such day, the â€œDaily Compounded CORRA Determination Dayâ€), that is five (5)Â Business Days prior to (a)Â if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day or (b)Â if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA has not been published by the administrator and a Canadian Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first preceding Business Day for which CORRA was published by the administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Daily Compounded CORRA Determination Day; and provided further, that to the extent Daily Compounded CORRA as so determined shall, at any time, be less than the Floor, such rate shall be deemed to be Floor for all purposes herein. â€œDaily Compounded CORRA Adjustmentâ€ means (a)Â a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œDaily Compounded CORRA Determination Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Compounded CORRA Borrowingâ€ means a Borrowing comprised of one or more Daily Compounded CORRA Loans. â€œDaily Compounded CORRA Loanâ€ means a Loan made by the Lender to a Borrower that bears interest at a rate based on Adjusted Daily Compounded CORRA. â€œDaily Compounded CORRA Rate Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Simple SOFRâ€ means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining â€œDaily Simple SOFRâ€ for syndicated business loans; provided that, if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion. Â - 10 - â€œDefaultâ€ means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default. â€œDollar Amountâ€ means at any time with respect to outstanding Loans under the Credit Facility, the aggregate of (a)Â the amount in Dollars of all Loans that are denominated in Dollars, and (b)Â the Dollar Equivalent at such time of all Loans that are denominated in Canadian Dollars. â€œDollar Equivalentâ€ means, at the date of determination, the amount of Dollars that the Lender could purchase, in accordance with its normal practice, with a specified amount of Canadian Dollars based on the Exchange Rate on such date. â€œDollarsâ€ and â€œ$â€ refer to lawful money of the United States unless otherwise indicated. â€œEffective Dateâ€ means December 24, 2024, being the date the Credit Facility was first established. â€œEnvironmental Lawsâ€ means all applicable federal, provincial, local or foreign laws, rules, regulations, codes, ordinances, orders, decrees, judgements, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, having the force of law and relating to the environment, health and safety, or health protection, including the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, release, threatened release or disposal of any hazardous or regulated material. â€œEquity Securitiesâ€ means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Personâ€™s capital, whether outstanding on the date hereof or issued after the date hereof, including without limitation any interest in a partnership, limited partnership or other similar Person and any unit or beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing. â€œEvent of Defaultâ€ has the meaning specified in SectionÂ 7.1. â€œExchange Rateâ€ means, on any day, the rate at which Canadian Dollars may be exchanged into Dollars as set forth at approximately 11:00 a.m. New York City time on such date on the relevant Reuters screen for Canadian Dollars; provided that if such rate does not appear on any Reuters screen on any date, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Lender. â€œFATCAâ€ means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any intergovernmental agreement or foreign legislation (including official administrative rules or practices) implemented to give effect to any intergovernmental agreements entered into thereunder and any agreements entered into pursuant to SectionÂ 1471(b) of the IRC. Â - 11 - â€œFederal Funds (Effective) Rateâ€ means, for any period, a fluctuating rate of interest per annum equal for each day during such period to (a)Â the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the NYFRB, or (b)Â if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Lender from three federal funds brokers of recognized standing selected by it. Notwithstanding the foregoing, if the Federal Funds (Effective) Rate is less than the Floor, it shall be deemed to be the Floor hereunder. â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the United States. â€œFinancing Documentsâ€ means this Agreement and the Borrowing Requests, together with any other document, instrument or agreement now or hereafter entered into pursuant to or in connection with this Agreement, as such documents, instruments or agreements may be amended, modified or supplemented from time to time. â€œFloorâ€ means 0.00% per annum. â€œGAAPâ€ means generally accepted accounting principles in Canada or the United States in effect from time to time which, for clarity, will include IFRS. â€œGovernmental Authorityâ€ means the Government of Canada or the United States, any other nation or any political subdivision thereof, whether provincial, state, territorial or local, and any agency, authority, instrumentality, regulatory body, court or other ether entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. â€œHostile Acquisitionâ€ means a proposed acquisition by any Borrower or any Subsidiary in circumstances in which the Person subject to such acquisition will not have, as of the date of the acquisition notice in respect of such acquisition, evidenced its agreement or agreement in principle to such acquisition. â€œIFRSâ€ means the International Financial Reporting Standards as issued by the International Accounting Standards Board and as in effect from time to time. â€œIndemniteeâ€ has the meaning specified in SectionÂ 9.5.2. â€œInterest Payment Dateâ€ means, (a)Â in the case of any Canadian Prime Rate Loan or U.S. Base Rate Loan, the first Business Day of each month, and (b)Â in the case of any CORRA Loan or SOFR Loan, the last day of the Interest Period relating to such Loan, provided that if an Interest Period for any such Loan exceeds three months, then â€œInterest Payment Dateâ€ shall also include each date which occurs at each three month interval during such Interest Period. Â - 12 - â€œInterest Periodâ€ means (a)Â with respect to any SOFR Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter or such other periods thereafter as may from time to time be agreed to by the applicable Borrower requesting such Loan and the Lender, and (b)Â with respect to any CORRA Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one or three months thereafter or such other periods thereafter as may from time to time be agreed to by the applicable Borrower requesting such Loan and the Lender; provided that (i)Â if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the immediately succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such

Interest Period shall end on the next preceding Business Day, (ii)Â any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (iii)Â no Interest Period shall extend beyond the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a converted or continued Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing. No tenor that is subsequently permanently removed as part of any Benchmark Replacement Conforming Changes or Canadian Benchmark Replacement Conforming Changes, as applicable, shall be available for specification in any Borrowing Request. â€œIRCâ€ means the Internal Revenue Code of 1986, as amended from time to time. â€œISDA Definitionsâ€ means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto. â€œLawsâ€ means all applicable federal, state, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, and all policies, practices, directives and guidelines in each case of any Governmental Authority and having the force of law; and â€œLawâ€ means any one or more of the foregoing. â€œLenderâ€ means, collectively, Brookfield BRP Holdings (Canada) Inc. and each Person that becomes a Lender hereunder from time to time. â€œLoanâ€ means any SOFR Loan, Canadian Prime Rate Loan, CORRA Loan or U.S. Base Rate Loan made by the Lender to a Borrower pursuant to this Agreement. Â - 13 - â€œMaterial Adverse Effectâ€ means any event, development or circumstance which has had or would have (a)Â a material adverse effect on the business, assets, properties, operations or financial condition of the Borrowers and their Subsidiaries taken as a whole, or (b)Â a material adverse effect on the ability of the Borrowers (taken as a whole) to perform their obligations under this Agreement. â€œMaturity Dateâ€ means the date that is ten (10)Â years from the Effective Date, as such date may be extended in accordance with SectionÂ 2.6. â€œMoney Laundering Lawsâ€ has the meaning specified in SectionÂ 3.13. â€œNYFRBâ€ means the Federal Reserve Bank of New York. â€œObligationsâ€ means all present and future debts, liabilities and obligations of the Borrowers to the Lender under this Agreement, whether absolute or contingent, due or to become due, existing on the Effective Date or thereafter arising, including without limitation with respect to all Loans, and all interest and fees owing hereunder (including those that accrue after the commencing by or against a Borrower of any insolvency or similar proceeding). â€œOFACâ€ has the meaning specified in SectionÂ 3.14. â€œOFAC Listsâ€ has the meaning specified in SectionÂ 3.14. â€œPeriodic Term CORRA Determination Dateâ€ has the meaning set forth in the definition of â€œTerm CORRAâ€. â€œPersonâ€ includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, limited partnership, Governmental Authority or other entity. â€œRBSLâ€ means Refinitiv Benchmark Services (UK) Limited. â€œRelevant Canadian Governmental Bodyâ€ means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto. â€œRelevant Governmental Bodyâ€ means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto. â€œResponsible Officerâ€ means, in respect of a Borrower, any director or officer of such Person or the general or managing partner of such Person. â€œSenior Debtâ€ has the meaning given to that term in SectionÂ 8.1(a). â€œSOFRâ€ means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administratorâ€™s Website on the immediately succeeding Business Day. Â - 14 - â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate). â€œSOFR Administratorâ€™s Websiteâ€ means the website of the NYFRB, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSOFR Borrowingâ€ means a Borrowing comprised of one or more SOFR Loans. â€œSOFR Loanâ€ means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c)Â of the definition of â€œU.S. Base Rateâ€. â€œSpecified Threshold Amountâ€ means, as at any date, the greater of (a) $125,000,000 and (b)Â an amount equal to 10% of the Borrowersâ€™ consolidated equity as at such date. â€œSubsidiariesâ€ means, collectively, the subsidiaries of the Borrowers, and â€œSubsidiaryâ€ means any of them. â€œsubsidiaryâ€ means, with respect to any Person at any date, any corporation, limited liability company, partnership, limited partnership, trust or other entity of which securities or other ownership interests representing more than 50% of the combined voting stock are owned, directly or indirectly, by such Person or by any one or more subsidiaries of such Person. â€œTaxesâ€ means all present and future taxes, charges, fees, levies, imposts, surtaxes, duties and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges of any nature, imposed by any Governmental Authority and whether disputed or not. â€œTerm CORRAâ€ means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the â€œPeriodic Term CORRA Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Canadian Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Periodic Term CORRA Determination Day. Notwithstanding the foregoing, to the extent Term CORRA is less than the Floor at any given time, it shall be deemed to be the Floor. Â - 15 - â€œTerm CORRA Adjustmentâ€ means (a)Â a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œTerm CORRA Administratorâ€ means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator. â€œTerm CORRA Borrowingâ€ means a Borrowing comprised of one or more Term CORRA Loans. â€œTerm CORRA Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon Adjusted Term CORRA other than pursuant to clause (b)Â of the definition of â€œCanadian Prime Rateâ€. â€œTerm CORRA Reference Rateâ€ means the forward-looking term rate based on CORRA. â€œTerm SOFRâ€ means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Term SOFR Determination Day, provided, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor. â€œTerm SOFR Adjustmentâ€ means a percentage equal to 0.10% per annum. â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Lender in its reasonable discretion). â€œTerm SOFR Reference Rateâ€ means the forward-looking term rate based on SOFR. â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether such Loan or Borrowing is a U.S. Base Rate Loan, Canadian Prime Rate Loan, SOFR Loan or CORRA Loan or a U.S. Base Rate Borrowing, Canadian Prime Borrowing, SOFR Borrowing or CORRA

Borrowing, as the case may be. â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment. Â - 16 - â€œU.S. Base Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by a commercial Canadian or U.S. bank selected by the Lender and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on Dollar-denominated commercial loans in Canada, (b)Â the Federal Funds (Effective) Rate in effect on such day plus 0.50% per annum, and (c)Â the Adjusted Term SOFR for a one-month term in effect on such day plus 1.00%. Any change in the U.S. Base Rate due to a change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR shall be effective from and including the effective date of such change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR, respectively. â€œU.S. Base Rate Borrowingâ€ means a Borrowing comprised of one or more U.S. Base Rate Loans. â€œU.S. Base Rate Loanâ€ means a Loan denominated in Dollars which bears interest at a rate based upon the U.S. Base Rate. â€œWithholdingsâ€ has the meaning given to that term in SectionÂ 2.16. Â 1.2 Terms Generally The definitions of terms herein will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words â€œincludeâ€, â€œincludesâ€ and â€œincludingâ€ will be deemed to be followed by the phrase â€œwithout limitationâ€. Unless the context requires otherwise: (a)Â any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b) any reference herein to any statute or any SectionÂ thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or SectionÂ as amended, restated or re-enacted from time to time; (c)Â any reference herein to any Person will be construed to include such Personâ€™s successors and permitted assigns; (d)Â the words â€œhereinâ€, â€œhereofâ€ and â€œhereunderâ€, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (e)Â all references herein to Articles, Sections and Exhibits will be construed to refer to Articles and Sections of, and Exhibits to, this Agreement; and (f)Â the words â€œassetâ€ and â€œpropertyâ€ will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contractual rights. Â 1.3 Accounting Terms; GAAP Except as otherwise expressly provided herein, all terms of an accounting or financial nature will be construed in accordance with GAAP, as in effect from time to time. Â 1.4 Time All time references herein will, unless otherwise specified, be references to local time in Toronto, Ontario, Canada. Time is of the essence of this Agreement. Â - 17 - 1.5 Borrowers Jointly and Severally Liable Each Person that becomes a Borrower is jointly and severally liable for all Obligations, including the obligation to pay all amounts owing hereunder to the Lender on the dates such amounts are due and on the Maturity Date. Each Borrower agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory repayment, by acceleration or otherwise), the Borrowers will, jointly and severally, promptly pay the same without any demand or notice whatsoever and each Borrower jointly and severally irrevocably and unconditionally accepts joint and several liability with respect to the payment and performance of all Obligations of each other Borrower, it being the intention of the parties hereto that all Obligations be joint and several obligations of each Borrower without preference or distinction among them. Each Borrower agrees that delivery of funds to any Borrower under this Agreement shall constitute valuable consideration and reasonably equivalent value to all Borrowers for purposes of binding them and their assets on a joint and several basis for the Obligations hereunder. Each Borrower agrees that it will not seek payment, directly or indirectly, from any other Borrower through a claim of indemnity, contribution, subrogation or otherwise until all Obligations have been repaid in full and the Credit Facility has terminated. Â 1.6 Borrowers Bound by Delivered Certificates and Notices Each Borrower hereby authorizes each other Borrower to deliver or submit to the Lender on behalf of such Borrower (and all other Borrowers) any Borrowing Request, notice or certificate required or permitted to be delivered or submitted by it or on its behalf hereunder and agrees that it will be bound by, and shall be responsible for any information set forth in any such Borrowing Request, notice or certificate to the same extent as if such Borrowing Request, notice or certificate had been executed by a Responsible Officer of such Borrower and delivered or submitted by such Borrower. Â 1.7 Currency Equivalents For purposes of determining (a)Â whether the amount of any Borrowing, together with all other Borrowings then outstanding or to be borrowed at the same time as such Borrowing, would exceed the Available Amount, (b)Â the unutilized amount of the Credit Facility, and (c)Â the outstanding principal amount of any Borrowing, the outstanding principal amount of any Loan that is denominated in Canadian Dollars shall be deemed to be the Dollar Equivalent of such amount determined as of the applicable determination date. Â 1.8 Amount of Credit Any reference herein to the amount of credit outstanding means, at any particular time: Â Â (a) in the case of a Canadian Prime Rate Loan or CORRA Loan, the Dollar Equivalent of the principal amount thereof; and Â Â (b) in the case of a SOFR Loan or U.S. Base Rate Loan, the principal amount of such Loan. Â - 18 - 1.9 Divisions For all purposes of this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a)Â if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person; and (b)Â if any Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Securities at such time. Â 1.10 Benchmark Replacement Disclaimer The Lender does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to CORRA, Daily Compounded CORRA, Term CORRA, Term SOFR, Daily Simple SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Canadian Benchmark Replacement or Benchmark Replacement, as applicable), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Canadian Benchmark Replacement or Benchmark Replacement, as applicable) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as CORRA, Daily Compounded CORRA, Term CORRA, Term SOFR, Daily Simple SOFR, or any other Canadian Benchmark or Benchmark, as applicable, prior to its discontinuance or unavailability. The Lender and its affiliates or other related entities may engage in transactions that affect the calculation of CORRA, Daily Compounded CORRA, Term CORRA, Term SOFR, Daily Simple SOFR, or any alternative, successor or replacement rate (including any Canadian Benchmark Replacement or Benchmark Replacement, as applicable) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Lender may select information sources or services in its reasonable discretion to ascertain CORRA, Daily Compounded CORRA, Term CORRA, Term SOFR, Daily Simple SOFR, or any other Canadian Benchmark or Benchmark, as applicable, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service. Â 1.11 Exhibits The following are the Exhibits annexed hereto, incorporated by reference and deemed to be a part hereof: Â Exhibits: Â Â A Â Â - Â Â Borrowing Request Â Â B Â Â - Â Â Form of Confirmation of Subordination Â - 19 - ARTICLE 2 THE CREDIT FACILITY Â 2.1 Establishment of Credit Facility Â 2.1.1 Subject to the terms and conditions set forth herein, the Lender hereby establishes in favour of the Borrowers a Credit Facility in the amount of $150,000,000 (the â€œAvailable Amountâ€) and commits to make Loans to the Borrowers from time to time during the period commencing on the Effective Date and ending on the Maturity Date, provided that the aggregate outstanding principal amount of all such Loans will not at any time exceed the Available Amount. Subject to the terms and conditions of this Agreement, the Borrowers may borrow, repay and re-borrow Loans. Â 2.1.2 Advances under the Credit Facility are to be used by the Borrowers for their general corporate purposes, provided that in no event will the Credit Facility be used to finance a Hostile Acquisition without the consent of the Lender. Â 2.2 Loans and Borrowings Each Borrowing under the Credit Facility will be comprised of U.S. Base Rate Borrowings or SOFR Borrowings in Dollars, or Canadian Prime Borrowings or CORRA Borrowings in Canadian Dollars, as any

Borrower may request in accordance herewith. Each Borrowing will be in an aggregate amount that is an integral multiple of $10,000 and not less than $100,000 for each Borrowing. Â 2.3 Requests for Borrowings Â 2.3.1 To request a Borrowing under the Credit Facility, any Borrower shall notify the Lender of such request by written Borrowing Request substantially in the form of Exhibit A not later than 11:00 a.m. (Toronto time) four (4)Â Business Days before the date of the proposed Borrowing or such shorter period as the Lender may agree to. Each Borrowing Request shall be irrevocable. The Lender is entitled to rely upon and act upon any Borrowing Request given or purportedly given by any Borrower, and each Borrower hereby waives the right to dispute the authenticity and validity of any such transaction once the Lender has advanced funds, based on such Borrowing Request. Each Borrowing Request shall specify the following information: Â Â (a) the aggregate amount of the requested Borrowing; Â Â (b) the date of such Borrowing, which shall be a Business Day; Â Â (c) whether such Borrowing is to be a U.S. Base Rate Borrowing, a SOFR Borrowing, a Canadian Prime Borrowing or a CORRA Borrowing; Â Â (d) in the case of a CORRA Borrowing or SOFR Borrowing, the initial Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term â€œInterest Periodâ€; and Â - 20 - Â (e) the location and number of the applicable Borrowerâ€™s account to which funds are to be disbursed. Â 2.3.2 Each CORRA Borrowing and SOFR Borrowing under the Credit Facility initially shall have the Interest Period specified in the applicable Borrowing Request. Thereafter, a Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and elect a new Interest Period therefor. A Borrower may elect different options with respect to different portions of the affected Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. To make an election pursuant to this SectionÂ 2.3.2, a Borrower shall notify the Lender of such election by delivering a Borrowing Request required under SectionÂ 2.3.1 as if such Borrower were requesting a Borrowing to be made on the effective date of such election. Each such Borrowing Request shall be irrevocable. In addition to the information specified in SectionÂ 2.3.1, each Borrowing Request delivered pursuant to this SectionÂ 2.3.2 shall specify the Loan to which such request applies and, if different options are elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing. If no election is made pursuant to this SectionÂ 2.3.2 at the end of an Interest Period applicable to any CORRA Loan or SOFR Loan, the applicable Borrower shall be deemed to have elected an Interest Period of one month for such CORRA Loan or SOFR Loan for the immediately following Interest Period. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Lender so notifies the Borrowers, then so long as an Event of Default is continuing (a)Â no outstanding Loan may be converted to or continued as a CORRA Borrowing or SOFR Borrowing and (b)Â unless repaid, each CORRA Loan and SOFR Loan shall be converted to a Canadian Prime Borrowing or U.S. Base Rate Borrowing, respectively, at the end of the then-current Interest Period applicable thereto. Â 2.3.3 Each CORRA Borrowing and SOFR Borrowing will be subject to Sections 2.10, 2.12 and 2.13. Â 2.4 Interest Â 2.4.1 The Loans under the Credit Facility comprising each U.S. Base Rate Borrowing and Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate per annum equal to the U.S. Base Rate and Canadian Prime Rate, respectively, plus the Applicable Margin from time to time in effect. Â 2.4.2 The Loans under the Credit Facility comprising each CORRA Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 365 days) at Adjusted Term CORRA or Adjusted Daily Compounded CORRA, as applicable, for the Interest Periods in effect for such CORRA Loans plus the Applicable Margin. Â 2.4.3 The Loans under the Credit Facility comprising each SOFR Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 360 days) at Adjusted Term SOFR for the Interest Periods in effect for such SOFR Loans plus the Applicable Margin from time to time in effect. Â - 21 - 2.4.4 It is understood and agreed that if at any time after the date hereof the Lenderâ€™s cost of borrowing is increased, the Lender will be entitled, after consultation with the Borrowers, to increase the Applicable Margin that is applicable to all or any Types of Loans or Borrowings to reflect the Lenderâ€™s increased cost of making such Loans or Borrowings available to the Borrowers. Â 2.4.5 The applicable U.S. Base Rate, Canadian Prime Rate, Adjusted Term SOFR, Adjusted Term CORRA and Adjusted Daily Compounded CORRA shall be determined by the Lender, and such determination shall, absent manifest error, constitute prima facie evidence thereof. Â 2.4.6 Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date and upon termination of the Credit Facility, and in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment together with all applicable breakage costs. Â 2.4.7 All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day on which it is made shall bear interest for one day. Â 2.4.8 For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement. Â 2.4.9 If any provision of this Agreement would oblige any Borrower to make any payment of interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by Law or would result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€ (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€, such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: Â Â (a) first, by reducing the amount or rate of interest required to be paid to the Lender under this SectionÂ 2.4; and Â - 22 - Â (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lender which would constitute interest for purposes of SectionÂ 347 of the Criminal Code (Canada). Â 2.4.10 Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Loans will bear interest to the extent permitted by Applicable Law, after as well as before judgment, at a rate per annum equal to 2.0% plus the rate otherwise applicable to such Loans. All other amounts owing under this Agreement will bear interest at an interest rate equal to the one month Adjusted Term SOFR plus 4.0% per annum. Â 2.5 Evidence of Debt Â 2.5.1 The Lender shall maintain accounts in which it shall record (a)Â the amount of each Loan made hereunder and the relevant Interest Periods applicable thereto, (b)Â the amount of any principal or interest due and payable or to become due and payable from the Borrowers to the Lender hereunder, and (c)Â the amount of any sum received by the Lender hereunder. Â 2.5.2 The entries made in the accounts maintained pursuant to SectionÂ 2.5.1 shall be prima facie evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; provided that the failure of the Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans and all other amounts payable in connection therewith, including interest and fees, in accordance with the terms of this Agreement. Â 2.6 Automatic Renewal, Termination and Reduction of Credit Facility Â 2.6.1 On DecemberÂ 31 of each year, the Maturity Date shall be automatically extended for a period of one (1)Â year unless the Lender provides the Borrowers with written notice ten (10)Â Business Daysâ€™ prior to the relevant extension date of its intention not to further extend the Maturity Date. Â 2.6.2 Upon the occurrence of a Change in Control, the Lender shall have the right to terminate its commitment with respect to the Credit Facility upon giving the Borrowers 90 daysâ€™ prior written notice. If the Lender so terminates the Credit Facility, the Borrowers must repay all amounts outstanding under the Credit Facility (including all interest and fees payable hereunder) on the termination date that is so elected by the Lender. Â 2.6.3 Unless previously terminated, the Credit Facility will terminate on the Maturity Date and each Borrower hereby unconditionally jointly and severally promises to pay to the Lender the then unpaid principal amount of each Loan on the Maturity Date (or such earlier date that the Loans have been accelerated pursuant to the last paragraph of SectionÂ 7.1) together with all interest accrued thereon and other amounts outstanding under this Agreement. Â 2.7 Mandatory Repayments of Excess Drawn Amounts If at any

time the Lender determines that the Dollar Amount outstanding under the Credit Facility exceeds the Available Amount, then upon written notice from the Lender to such effect, the Borrowers will, within 24 hours, make a prepayment of the Credit Facility in an amount equal to such excess. Â - 23 - 2.8 Voluntary Prepayments and Cancellation The Borrowers may, from time to time at their option, prepay any Loan without premium or penalty or permanently reduce the Available Credit of the Credit Facility, provided that: Â Â (a) any prepayment or reduction is in a minimum amount of $100,000; Â Â (b) the Borrowers pay concurrently with any such prepayment all interest accrued on the amount prepaid together with breakage costs, if any, incurred by the Lender as a result of any such prepayment and that are payable pursuant to SectionÂ 2.9; Â Â (c) the Lender receives written notice of such prepayment, at least three Business Days prior to the date of such prepayment and specifying the amount and date of such prepayment. Any such notice shall be irrevocable and the Borrowers shall be bound to prepay in accordance with such notice; and Â Â (d) in the event that the notice provided to the Lender in accordance with (c)Â above, indicates that the prepaid amount is to permanently prepay the Credit Facility pursuant to this SectionÂ 2.8, then the amount prepaid may not be re-borrowed thereunder (otherwise, the Borrowers will retain the right to re-borrow amounts prepaid in accordance with the terms and conditions of this Agreement). Â 2.9 Breakage Costs If (a)Â any Borrower fails to borrow or continue any CORRA Loan or SOFR Loan on the date specified in any Borrowing Request delivered pursuant hereto, or (b)Â any CORRA Loan or SOFR Loan is paid for any reason on any day other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default or voluntary or mandatory prepayment), then the Borrowers will compensate the Lender for all loss, costs and expenses attributable to such event (including all loss, costs and expenses that the Lender incurs under its own credit facilities), as determined by the Lender. A certificate of the Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this SectionÂ 2.9 will be delivered to the Borrowers and will, absent manifest error, constitute prima facie evidence thereof. The Borrowers will pay the Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.10 Alternate Rate of Interest Subject to SectionÂ 2.11 and SectionÂ 2.12, if prior to the commencement of any Interest Period for a CORRA Borrowing or SOFR Borrowing, as applicable: Â Â (a) the Lender determines that adequate and reasonable means do not exist for ascertaining Term CORRA, Daily Compounded CORRA or Term SOFR, as applicable, for such Interest Period; or Â - 24 - Â (b) the Lender determines that Term CORRA, Daily Compounded CORRA or Term SOFR for such Interest Period will not adequately and fairly reflect the cost to the Lender of making or maintaining CORRA Loans or SOFR Loans, as applicable, included in such Borrowing for such Interest Period; then the Lender shall give notice thereof to the Borrowers as promptly as practicable thereafter and, until the Lender notifies the Borrowers that the circumstances giving rise to such notice no longer exist, (i)Â any Borrowing Request that requests the continuation of any Borrowing as an affected CORRA Borrowing or SOFR Borrowing (as applicable) shall be deemed to request conversion to a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable), and (ii)Â any Borrowing Request that requests an affected CORRA Borrowing or SOFR Borrowing (as applicable) shall be made as a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable). Â 2.11 Benchmark Replacement Â 2.11.1 Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x)Â if a Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document and (y)Â if a Benchmark Replacement is determined in accordance with clause (b)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrowers without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Lender has not received, by such time, written notice of objection to such Benchmark Replacement from any Borrower. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis. Â 2.11.2 Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Financing Document. Â - 25 - 2.11.3 Notices; Standards for Decisions and Determinations. The Lender will promptly notify the Borrowers of (i)Â the implementation of any Benchmark Replacement and (ii)Â the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Lender will notify the Borrowers of (x)Â the removal or reinstatement of any tenor of a Benchmark pursuant to SectionÂ 2.11.4 and (y)Â the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this SectionÂ 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this SectionÂ 2.11. Â 2.11.4 Unavailability of Benchmark. Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A)Â any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (B)Â the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii)Â if a tenor that was removed pursuant to clause (i)Â above either (A)Â is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor. Â 2.11.5 Conversions or Continuations to Base Rate Loans. Upon the Borrowersâ€™ receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any pending request for a SOFR Borrowing, or conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request for a SOFR Borrowing or a conversion to or continuation of a SOFR Borrowing into a request for a Borrowing of or conversion to a U.S. Base Rate Loan. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of U.S. Base Rate. Â - 26 - 2.12 Canadian Benchmark Replacement Â 2.12.1 Replacing Future Canadian Benchmarks. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior any setting of the then-current Canadian Benchmark, then (i)Â if a Canadian Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of such Canadian Benchmark setting and subsequent Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other

Financing Document and (y)Â if a Canadian Benchmark Replacement is determined in accordance with clause (b)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Canadian Benchmark Replacement is provided to the Borrowers without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period. Â 2.12.2 Canadian Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement, the Lender will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement. Â 2.12.3 Notices; Standards for Decisions and Determinations. The Lender will promptly notify the Borrowers of (a)Â the implementation of any Canadian Benchmark Replacement and (b)Â the effectiveness of any Canadian Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Lender will notify the Borrowers of (i)Â the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to SectionÂ 2.12.4 and (y)Â the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this SectionÂ 2.12 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in the Lenderâ€™s sole discretion and without consent from any other party to this Agreement or any other Financing Document, except, in each case, as expressly required pursuant to this SectionÂ 2.12. Â 2.12.4 Unavailability of Tenor of Canadian Benchmark. Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (a) if the then-current Canadian Benchmark is a term rate (including the Term CORRA Reference Rate) and either (i)Â any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (ii)Â the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (b)Â if a tenor that was removed pursuant to clause (a)Â above either (i)Â is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement) or (ii)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time to reinstate such previously removed tenor. Â - 27 - 2.12.5 Canadian Benchmark Unavailability Period. Upon the Borrowersâ€™ receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, any Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Loans, which are of the Type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, any Borrower will be deemed to have converted any such request into a request for Loans of or conversion to, (i)Â for a Canadian Benchmark Unavailability Period in respect of the Term CORRA Reference Rate, Daily Compounded CORRA Loans, and (ii)Â for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than the Term CORRA Reference Rate, Canadian Prime Loans. Â 2.13 Increased Costs; Illegality Â 2.13.1 If any Change in Law shall: Â Â (a) impose, modify or deem applicable any reserve, special deposit, additional capital, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Lender or any of its lenders; or Â Â (b) impose on the Lender or any of its lenders any other condition affecting any cost or charge directly or indirectly incurred by the Lender in connection with a Loan hereunder (including the imposition on the Lender or any of its lenders of, or any change to, any Tax or other charge with respect to its or their CORRA Loans or SOFR Loans or participation therein, or its obligation to make CORRA Loans or SOFR Loans); and the result of any of the foregoing shall be to increase the cost to the Lender of making, continuing, converting to or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered. Â - 28 - 2.13.2 If the Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the Lenderâ€™s rate of return with respect to the Loans made by the Lender to a level below that which the Lender would have achieved but for such Change in Law prior to the occurrence of such Change in Law, then from time to time the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for any such reduction suffered. Â 2.13.3 A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender as specified in SectionsÂ 2.13.1 or 2.13.2 shall be delivered to the Borrowers, and any such certificate shall include a brief description of the Change in Law and a calculation of the amount or amounts necessary to compensate the Lender and shall, absent manifest error, be prima facie evidence of the amount of such compensation. The Borrowers shall pay the Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.13.4 Failure or delay on the part of the Lender to demand compensation pursuant to this SectionÂ 2.13 shall not constitute a waiver of the Lenderâ€™s right to demand such compensation. Â 2.13.5 In the event that the Lender shall have determined (which determination shall be reasonably exercised and shall, absent manifest error, constitute prima facie evidence thereof) at any time that the making or continuance of any Type of Loan has become unlawful or materially restricted as a result of compliance by the Lender in good faith with any Applicable Law, then, in any such event, the Lender shall give prompt notice (by telephone and confirmed in writing) to the Borrowers of such determination. Upon the giving of the notice to the Borrowers referred to in this SectionÂ 2.13.5, the Borrowersâ€™ right to request (by continuation or otherwise), and the Lenderâ€™s obligation to make, Loans of that Type shall be immediately suspended and if the affected Type of Loans are then outstanding, the Borrowers shall immediately, or if permitted by Applicable Law, no later than the date permitted thereby, upon at least one Business Day prior written notice to the Lender, convert each such affected Type of Loan into a Type of Loan that is not so affected. Â 2.14 Payments Generally The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest or fees, amounts payable under any of Sections 2.9 orÂ 2.13 or otherwise) prior to 12:00 p.m., Toronto time, on the date when due, in immediately available funds, without set-off or counterclaim except for any deductions or withholdings for any present or future Taxes or similar charges that a Borrower is required to make pursuant to Applicable Law. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. The Borrowers shall make payments to the Lender in accordance with instructions provided by the Lender to the Borrowers. Â - 29 - 2.15 Addition of Borrowers Any Borrower may elect from time to time to designate another Subsidiary or a subsidiary of Brookfield Renewable Partners L.P. as a Borrower hereunder subject to delivering to the Lender a signed accession agreement in the form required by the Lender and from and after the date of such designation, such Person shall for all purposes be a â€œBorrowerâ€ hereunder. Â 2.16 Withholding Tax Â 2.16.1 Any and all payments required to be made by or on behalf of the Borrowers under this Agreement will be made free and clear of, and without deduction or withholding for, or on account of, any

present or future Taxes or similar charges (collectively, the â€œWithholdingsâ€) unless such Withholdings are required to be made under Applicable Law. If a Borrower is so required to deduct or withhold any Withholdings from any amount payable to the Lender: Â Â (a) The applicable Borrower will remit the Withholdings to the appropriate taxation authority following its deduction or withholding prior to the date on which penalties attach thereto. Â Â (b) Within 30 days after such Withholdings have been remitted, the applicable Borrower will deliver to the Lender evidence satisfactory to the Lender, acting reasonably, that the taxes or charges in respect of which such deduction or withholding was made have been remitted to the appropriate taxation authority. Â 2.16.2 If a payment made to the Lender under this Agreement by any Borrower would be subject to U.S. federal withholding tax imposed by FATCA if the Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in SectionÂ 1471(b) or 1472(b) of the IRC, as applicable), the Lender shall deliver to such Borrower at the time or times prescribed by law and at such time or times reasonably requested by such Borrower such documentation prescribed by Applicable Law (including as prescribed by SectionÂ 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by such Borrower as may be necessary for it to comply with its obligations under FATCA and to determine that the Lender has complied with the Lenderâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this 2.16.2, â€œFATCAâ€ shall include any amendments made to FATCA after the date of this Agreement. Â 2.16.3 The Borrowers will pay any and all present or future stamp or documentary taxes or any other taxes or arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with Applicable Law. Â - 30 - ARTICLE 3 REPRESENTATIONS AND WARRANTIES Each Borrower represents and warrants to the Lender that: Â 3.1 Organization; Powers It is organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority and holds all requisite licences, permits, approvals and qualifications necessary to carry on its business as presently conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except to the extent that the failure to be so qualified would not have a Material Adverse Effect. Â 3.2 Authorization; Enforceability This Agreement is within its corporate or partnership power and has been authorized by all necessary corporate and other action. This Agreement has been executed and delivered by it and constitute legal, valid and binding obligations of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Laws affecting creditorsâ€™ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Â 3.3 Governmental Approvals; No Conflicts This Agreement, except for matters that, individually or in the aggregate would not result in a Material Adverse Effect, (a)Â does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, (b)Â does not violate any Applicable Law or its constating or organizational documents or any order of any Governmental Authority, (c)Â does not violate in any material way or result in a default under any indenture, agreement or other instrument binding upon it or any of its assets, or give rise to a right thereunder to require any payment to be made by it, and (d)Â does not result in the creation or imposition of any lien on any of its assets. Â 3.4 Financial Information Â 3.4.1 All financial statements delivered to the Lender pursuant to this Agreement in respect of a Borrower present fairly, in all material respects, the financial position and results of operations and cash flows of such Borrower as of such dates and for such periods of such financial statements, in accordance with GAAP. Â 3.4.2 All written information (including that disclosed in all financial statements) pertaining to the Borrowers that has been made available to the Lender by any Borrower or any authorized representative of any Borrower, taken as a whole, was, when furnished, complete and correct in all material respects and did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made. Â - 31 - 3.5 Litigation There are no actions, suits or proceedings pending or, to any Borrowerâ€™s actual knowledge, threatened against or affecting any Borrower, any of the Subsidiaries or any of their assets that would, if determined adversely, affect the legality or enforceability of this Agreement or have a Material Adverse Effect. Â 3.6 Compliance with Laws and Agreements Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries are in compliance with all Laws applicable to them or their property (including all labour laws) and all indentures, agreements and other instruments binding upon them or their property (including all labour contracts). Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries have not violated or failed to obtain any Authorization necessary to the ownership of their property or assets or the conduct of their businesses. Â 3.7 Taxes The Borrowers and the Subsidiaries have timely filed or caused to be filed all Tax returns and reports required to have been filed and have paid or caused to be paid all Taxes required to have been paid (including all instalments with respect to the current period) and have made adequate provision for Taxes for the current period, except TaxesÂ which individually or in the aggregate would not have a Material Adverse Effect. Â 3.8 Pension Plans All material obligations of the Borrowers and the Subsidiaries (including fiduciary, funding, investment and administration obligations) required to be performed in connection with their pension and benefit plans and the funding agreements therefor have been performed on a timely basis and there are no unfunded or undisclosed liabilities thereunder, except to the extent that the same individually or in aggregate would not result in a Material Adverse Effect. Â 3.9 No Order or Judgments There are no orders, judgments, award or decrees outstanding against any Borrower or any Subsidiary, or affecting their assets, that would have a Material Adverse Effect. Â 3.10 Insurance Except for any matters which would individually or in aggregate not have a Material Adverse Effect, all policies of fire, liability, workersâ€™ compensation, casualty, flood, business interruption, third party liability, and other forms of insurance owned or held by the Borrowers and the Subsidiaries provide insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) in each case as are usually insured against in the same general area by companies engaged in the same or a similar business for the assets and operations of the Borrowers and the Subsidiaries (as applicable). Â - 32 - 3.11 Solvency No Borrower is an â€œinsolvent personâ€ within the meaning of the Bankruptcy and Insolvency Act (Canada) or the United States Bankruptcy Code. Â 3.12 Environmental Matters Neither the property of the Borrowers and the Subsidiaries, nor the operations conducted thereon violate any applicable order of any Governmental Authority made pursuant to Environmental Laws, where such violation would result in remedial obligations having a Material Adverse Effect. Â 3.13 Money Laundering Laws The operations of the Borrowers are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the other applicable money laundering Laws to which they are subject, including the rules and regulations thereunder (collectively, the â€œMoney Laundering Lawsâ€) and no action, suit or proceeding by or before any court or governmental agency, authority or body involving any of them with respect to the Money Laundering Laws is pending, except as disclosed in writing to the Lender or as would not have a Material Adverse Effect. Â 3.14 Office of Foreign Assets Control None of the Borrowers and none of their respective directors, officers, Subsidiaries, or, to their knowledge, employees is (a)Â a person included in the Specially Designated Nationals and Blocked Persons Lists (the â€œOFAC Listsâ€), as published from time to time by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€), or (b)Â currently subject to any U.S. economic sanctions administered by OFAC. Â 3.15 Survival of Representations and Warranties The representations and warranties set out in this Article 3 and in any certificate, notice, delivered pursuant to this Agreement will survive the execution and delivery of this Agreement notwithstanding any investigation or examination that may be made by the Lender. Â 3.16 Deemed Repetition The representations and warranties of the Borrowers contained in this Article 3 will be deemed to be repeated on the date of the delivery of each Borrowing Request and each rollover of a Borrowing as if made on each such date, unless such representations and warranties expressly refer to a different date. Â - 33 - ARTICLE 4 CONDITIONS PRECEDENT TO LOANS Â 4.1 Conditions Precedent to Loans The obligation of the Lender to make a Loan on the occasion of any Borrowing (including on the occasion of the initial Borrowings hereunder), is subject to the satisfaction of the following conditions:

it being understood that the conditions are included for the exclusive benefit of the Lender and may be waived in writing in whole or in part by the Lender at any time: Â Â (a) the representations and warranties of the Borrowers set forth in this Agreement shall be true and correct on and as of the date of each such Borrowing, as if made on such date unless such representations and warranties expressly refer to a different date; Â Â (b) at the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing; and Â Â (c) to the extent required under SectionÂ 2.3, the Lender shall have received a Borrowing Request in the manner and within the time period required by SectionÂ 2.3. ARTICLE 5 AFFIRMATIVE COVENANTS Until the expiry or termination of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lender that: Â 5.1 Financial Statements and Other Information The Borrowers will furnish or cause to be furnished to the Lender: Â 5.1.1 at the request of the Lender, the most recently prepared unaudited financial statements of any Borrower; Â 5.1.2 forthwith after a Responsible Officer of a Borrower learns of the existence of a Default or Event of Default, the certificate of such Borrower, signed by a Responsible Officer, specifying the event which constitutes a Default or Event of Default and the steps being taken to cure such Default or Event of Default; Â 5.1.3 forthwith after a Responsible Officer of a Borrower learns that any representation or warranty is inaccurate in any material respect when made or deemed to have been made, notice thereof; Â 5.1.4 forthwith upon receipt thereof, notice to the Lender of any action, suit or proceeding affecting any Borrower or any Subsidiary that would, if determined adversely, have a Material Adverse Effect and will, from time to time, furnish the Lender with such information reasonably required by the Lender with respect to the status of any such action, suit or proceeding; and Â - 34 - 5.1.5 such other information as the Lender may from time to time reasonably request. Â 5.2 Existence; Conduct of Business Each Borrower will maintain its existence in good standing and conduct its businesses in a prudent manner. Â 5.3 Timely Payment The Borrowers will make due and timely payment, as provided for herein, of the principal of all Loans, all interest thereon and all fees and other amounts required to be paid hereunder. Â 5.4 Books and Records The Borrowers will at all times keep true and complete financial books and records and accounts in accordance with, to the extent applicable, GAAP. Â 5.5 Compliance with Laws The Borrowers will, and will cause the Subsidiaries to, comply with all Laws applicable to them or their property, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. The Borrowers will not directly or indirectly (a)Â lend or contribute by way of equity the proceeds of the Loans to any Person on the OFAC Lists at the time of such loan or contribution or any Person that is known to the Borrowers as being owned or controlled by a Person on the OFAC Lists at such time, or (b)Â knowingly use or otherwise knowingly make available the proceeds of the Loans to any subsidiary, joint venture partner or other Person in violation of any of the U.S. economic sanctions administered by OFAC. Â 5.6 Insurance The Borrowers will, and will cause the Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to their respective properties and business against such liabilities, casualties, risks and contingencies and in such types (including business interruption insurance and, to the extent available at commercially reasonable rates, flood insurance) and amounts as is customary in the case of Persons engaged in the same or similar businesses, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. Â 5.7 Operation of Business The Borrowers will, and will cause the Subsidiaries to, maintain all necessary licences, approvals and permits and manage and operate their businesses in compliance in all material respects with all Applicable Laws, except where a failure to so maintain, manage and operate would not result in a Material Adverse Effect. Â - 35 - 5.8 Maintenance of Assets The Borrowers will cause their properties and the properties of the Subsidiaries, to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in their judgment may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing will prevent or restrict the sale, abandonment or other disposition of any of such properties or any failure to take any of the foregoing actions where such action or failure would not result in a Material Adverse Effect. Â 5.9 Payment of Taxes The Borrowers will, and will cause the Subsidiaries to, on or before the date for payment thereof, pay all Taxes imposed upon them or upon their assets, the non-payment of which would result in a Material Adverse Effect, except any such Tax that is being contested in good faith and by proper proceedings and as to which appropriate reserves are maintained in accordance with generally accepted accounting principles. Â 5.10 Use of Proceeds The Borrowers will use the proceeds of all Borrowings obtained under the Credit Facility only for the purposes set out in SectionÂ 2.1.2 of this Agreement. ARTICLE 6 NEGATIVE COVENANTS Until the termination or expiry of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lender that: Â 6.1 Fundamental Changes None of the Borrowers (in each case, a â€œPredecessorâ€) will enter into any transaction whereby all or substantially all of its assets would become the property of any other Person (a â€œSuccessorâ€) whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale or otherwise, unless: Â Â (a) no Default or Event of Default will have occurred and remain outstanding and such transaction will not result in the occurrence of any Default or Event of Default; and Â Â (b) prior to or contemporaneously with the consummation of such transaction the Predecessor and/or the Successor have executed such instruments and delivered such legal opinions as the Lender reasonably requests in forms acceptable to the Lender acting reasonably, and done such things as are necessary or advisable to establish that upon the consummation of such transaction; Â Â (i) the Successor will have assumed all the covenants and obligations of the Predecessor under this Agreement; and Â - 36 - Â (ii) this Agreement will be a valid and binding obligation of the Successor entitling the Lender, as against the Successor, to exercise all its rights under its Agreement; (whereupon such Successor will become a Borrower hereunder, entitled to exercise every right and power of the Predecessor hereunder with the same effect as if such Successor had been named as a Borrower hereunder, whereupon the Predecessor will be released from all of its covenants and the Obligations). The foregoing will not apply to any transfer of any assets by any Borrower to any other Borrower or any Subsidiary. ARTICLE 7 EVENTS OF DEFAULT 7.1 Events of Default If any of the following events (â€œEvents of Defaultâ€) occurs: Â Â (a) the Borrowers fail to pay the Obligations (or any part thereof) on the Maturity Date; Â Â (b) the Borrowers fail to pay other amount owing hereunder when due and such failure continues unremedied for a period of five Business Days after written notice thereof from the Lender; Â Â (c) any representation or warranty made or deemed made by or on behalf of any Borrower hereunder will prove to have been incorrect in any material respect when made or deemed to be made and if such incorrect representation or warranty is not remedied within 15 Business Days after notice thereof from the Lender to the Borrowers; Â Â (d) any Borrower fails to observe or perform any other covenant, condition or agreement contained in this Agreement and such failure continues unremedied for a period of 20 Business Days after written notice thereof from the Lender; Â Â (e) any Borrower: Â Â (i) becomes insolvent, or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due, or admits in writing its inability to pay its debts generally, or declares any general moratorium on its indebtedness, or proposes a compromise or arrangement between it and any class of its creditors; Â Â (ii) commits an act of bankruptcy under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law, or makes an assignment of its property for the general benefit of its creditors under such Act or under analogous foreign law, or makes a proposal (or files a notice of its intention to do so) under such Act or under analogous foreign law; Â - 37 - Â (iii) institutes any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief, under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; Â Â (iv) applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian,

administrator, trustee, liquidator or other similar official for it or any substantial part of its property; or Â Â (v) threatens to do any of the foregoing, or takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this SectionÂ 7.1(e) or in SectionÂ 7.1(f), or otherwise acts in furtherance thereof or fails to act in a timely and appropriate manner in defence thereof; Â Â (f) any petition, proposal or notice of intention to file a proposal is filed, application made or other proceeding instituted against or in respect of any Borrower: Â Â (i) seeking to adjudicate it an insolvent; Â Â (ii) seeking a receiving order against it under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law; Â Â (iii) seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity; or Â - 38 - Â (iv) seeking the entry of an order for relief or the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 60 days after the institution thereof; provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the applicable Borrower thereunder in the interim, such grace period will cease to apply, and provided further that if such Borrower files an answer admitting the material allegations of a petition filed against it in any such proceeding, such grace period will cease to apply; Â Â (g) any other event occurs which, under the Laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of SectionsÂ 7.1(e) or (f)Â and, if the event is equivalent to the event referred to in (f) (subject to the same provisos), the 60 day grace period will apply as set out in (f); Â Â (h) any one or more judgments for the payment of borrowed money in an aggregate amount in excess of the Specified Threshold Amount is rendered against any Borrower and such Borrower has not (i)Â provided for the discharge of such judgment in accordance with its terms within 30 days from the date of entry thereof, or (ii)Â procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment continues to be stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal; provided that if enforcement and/or realization proceedings or similar process are lawfully commenced in respect thereof in the interim, such grace period will cease to apply; Â Â (i) any property of any Borrower having a fair market value in excess of the Specified Threshold Amount is seized (including by way of execution, attachment, garnishment, levy or distraint) or any lien thereon securing indebtedness is enforced against such property, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of such property, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property, and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution or other seizure or right, continues in effect and is not released or discharged for more than 30 days or such longer period during which entitlement to the use of such property continues with the affected Borrower and the affected Borrower is contesting the same in good faith and by appropriate proceedings, provided that if the property is removed form the use of the affected Borrower or is sold in the interim, such grace period shall cease to apply; Â - 39 - Â (j) any Borrower shall fail to pay any principal or premium or interest in respect of any indebtedness for borrowed money in an aggregate amount exceeding the Specified Threshold Amount when the same becomes due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness for borrowed money; or Â Â (k) this Agreement, at any time for any reason, terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of the Borrowers is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Borrower, or any Borrower denies that it has any or any further liability or obligation hereunder or thereunder, or any action or proceeding is commenced to enjoin or restrain the performance or observance by the Borrowers of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, then, and in every such event, and at any time thereafter during the continuance of such event or any other such event, the Lender may, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i)Â terminate the availability of the Credit Facility, and thereupon the Credit Facility will terminate immediately, and (ii)Â declare all Loans and Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of all Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder, will become due and payable immediately, without presentment, demand, protest or other notice of any kind except as set forth earlier in this paragraph, all of which are hereby waived by the Borrowers. Â 7.2 Legal Proceedings If any Event of Default occurs, the Lender may, in its discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrowers authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrowers to the Lender and proceed to exercise any and all rights and remedies hereunder, and no such remedy for the enforcement of the rights of the Lender will be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination. Â 7.3 Non-Merger The taking of a judgment or judgments or any other action or dealing whatsoever by the Lender in respect of this Agreement will not operate as a merger of any indebtedness of any Borrower to the Lender or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Lender may have in connection with such liabilities and the surrender, cancellation or any other dealings with any security for such liabilities will not release or affect the liability of any Borrower hereunder. Â - 40 - ARTICLE 8 SUBORDINATION AND DEPOSITS Â 8.1 Subordination The Lender hereby agrees as follows: Â Â (a) the payment of the Obligations is subordinated and, subject to the right of payment to the extent and in the manner set forth in paragraph (b)Â below, postponed to the repayment in full of all other indebtedness of the Borrowers (or any of them) and all liabilities and obligations of the Borrowers (or any of them) to any holder of such indebtedness of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, whether as principal or surety and whether under a credit agreement, promissory note, guarantee or otherwise, except for (i)Â all liabilities and obligations of any Borrower in respect of any equity (including any preferred equity) that has been issued by any Borrower or any other Person and guaranteed by such Borrower, and (ii)Â all indebtedness, liabilities and obligations of any Borrower that, pursuant to the terms of the instrument creating or evidencing such indebtedness, liabilities or obligations, are stated to be subordinated indebtedness, liabilities or obligations of such Borrower or to rank pari passu with or subordinate in right of payment to the Obligations, (collectively, the â€œSenior Debtâ€), as such Senior Debt may be modified renewed, extended, increased or modified in any way from time to time and including all principal, interest, fees, expenses and other amounts owing from time to time in respect of such Senior Debt; Â Â (b) the Lender may not receive any payment in respect of any Obligations unless, at the time of such payment, all amounts then due and owing under or in respect of the Senior Debt have been paid in full and no default exists in respect of the Senior Debt or any document evidencing, securing or relating to the Senior Debt; Â Â (c) the Lender shall not accept any mortgage, pledge, hypothec or other charge, lien or encumbrance on any property, asset or undertaking of any Borrower in respect of the Obligations; Â Â (d) the Lender shall not initiate or prosecute any claim, action or other proceeding challenging the enforceability of any Senior Debt or object to any borrowing under any Senior Debt; Â Â (e) the Lender agrees, at the request of any holder of Senior Debt, to execute and deliver to such holder a confirmation of the subordination provided for herein in the form attached as Exhibit B, but without prejudice to the rights of any holder of Senior Debt that does not request or receive such a confirmation; and Â Â (f) the Borrowers are not restricted from incurring indebtedness or

charging their property and undertaking to secure any indebtedness or other obligations. Â - 41 - ARTICLE 9 MISCELLANEOUS Â 9.1 Addition of Lenders The Borrowers acknowledge and agree that the Lender may, from time to time and upon giving the Borrowers written notice to this effect, designate a Person to be added as an additional Lender hereunder and to require the Borrowers to enter into an amendment to this Agreement to reflect the addition of such additional Lender. Â 9.2 Agreement between Lenders If more than one Person comprises the Lender hereunder, such Persons agree that, unless they agree otherwise as between themselves with respect to any Loans or any of their obligations hereunder, the following provisions shall apply to govern their respective rights and obligations as between each other: Â Â (a) all Loans will be advanced by them equally, with each of them advancing its pro rata share of each Loan requested by the Borrowers hereunder; Â Â (b) notwithstanding SectionÂ 9.2(a), each of them shall be jointly and severally liable to the Borrowers for the obligations of the Lender to advance Loans to the Borrowers hereunder; Â Â (c) all payments received by any of them in respect of the Obligations (whether from the Borrowers, by the exercise of remedies, by set-off or otherwise) will be applied in the following order of priority: Â Â (i) first, to reimburse each of them for all unreimbursed expenses and costs incurred by it and indemnification amounts owing to it, with each of them receiving its pro rata share based on the aggregate of such amounts owing to it; Â Â (ii) second, to pay all accrued but unpaid interest and breakage costs owing to them, on a pro rata basis based on the respective amounts owing to them; Â Â (iii) third, to pay all principal owing to them, on a pro rata basis based on the respective amounts of principal owing to them; and Â Â (iv) fourth, to pay any other Obligations owing to them, on a pro rata basis based on their share of such Obligations; and Â Â (v) all decisions will be made by each such Person comprising the Lender unanimously. Â 9.3 Notices Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email in each case to the addressee, as follows: Â - 42 - 9.3.1 if to the Borrowers: Brookfield Place 181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3 Attention: Jennifer Mazin Email: â€ƒâ€‰jennifer.mazin@brookfield.com Â 9.3.2 if to the Lender: Brookfield Place 181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3 Attention: Jennifer Mazin Email: â€ƒâ€‰jennifer.mazin@brookfield.com Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement will be deemed to have been given on the date of receipt. Â 9.4 Waivers No failure or delay by the Lender in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have. Any waiver of any provision of this Agreement or consent to any departure by the Borrowers therefrom will be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of any Loan will not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time. Â 9.5 Expenses; Indemnity Â 9.5.1 The Borrowers will pay all reasonable out-of-pocket expenses incurred by the Lender, including the reasonable fees, charges and disbursements of external counsel for the Lender in connection with the negotiation and preparation of this Agreement (whether or not the transactions contemplated hereby or thereby will be consummated), the management and administration of Loans and this Agreement (whether or not any Borrowings are made hereunder), any amendments, modifications or waivers of the provisions of this Agreement, and the collection, enforcement or protection of the Lenderâ€™s rights in connection with this Agreement, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Credit Facility and the Loans. Â - 43 - 9.5.2 Each Borrower will indemnify the Lender, its directors, officers and employees (each such Person including the directors, officers and employees herein referred to as an â€œIndemniteeâ€) against, and hold each Indemnitee harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind asserted by third parties, and all reasonable out-of-pocket expenses to which any Indemnitee may become subject arising out of or in connection with (a)Â the execution or delivery by the Lender of this Agreement or any agreement or instrument contemplated hereby, the performance by the Lender of its obligations hereunder and the consummation of the transactions contemplated hereunder, (b)Â any Loan or any actual or proposed use of the proceeds therefrom, (c)Â any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, (d)Â any other aspect of this Agreement, and (e)Â the enforcement of any Indemniteeâ€™s rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, wilful misconduct or wilful material breach of this Agreement by such Indemnitee. Â 9.6 Currency Indemnity If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Financing Document, it becomes necessary to convert into the currency of such jurisdiction (the â€œJudgment Currencyâ€) any amount due under this Agreement or under any other Financing Document in any currency other than the Judgment Currency (the â€œCurrency Dueâ€), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose â€œrate of exchangeâ€ means the rate at which the Lender is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Lender of the amount due, the Borrowers will, on the date of receipt by the Lender, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Lender on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Lender is the amount then due under this Agreement or such other Financing Document in the Currency Due. If the amount of the Currency Due which the Lender is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrowers shall indemnify and save the Lender harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Financing Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Financing Document or under any judgment or order. Â - 44 - 9.7 Successors and Assigns Â 9.7.1 The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may, without the prior written consent of the Lender, assign or otherwise transfer any of its rights or obligations hereunder to any Person other than a Successor pursuant to a transaction that is completed in compliance with SectionÂ 6.1. Â 9.7.2 The Lender may assign to one or more assignees all or any portion of its rights and obligations under this Agreement at any time upon giving the Borrowers written notice thereof. Â 9.8 Survival All covenants, agreements, representations and warranties made by the Borrowers herein will be considered to have been relied upon by the Lender and will survive the execution and delivery of this Agreement and the making of any Loans, and all such covenants and agreements will continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Credit Facility has not expired or been terminated other than these amounts claimed or capable of being claimed under sections of this Agreement which by the terms of this Agreement, survive termination of this Agreement. Sections 2.9, 9.5 and 9.8 will survive and remain in full force and effect, regardless of the repayment of the Obligations or the expiration or termination of the Credit Facility or this Agreement or any provision hereof. Â 9.9 Counterparts; Integration; Effectiveness This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will

constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Lender, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement will become effective when it will have been executed by the Lender and when the Lender will have received the counterpart hereof which, when taken together, bears the Borrowersâ€™ signatures, and thereafter will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed original counterpart of a signature page of this Agreement by facsimile will be as effective as delivery of a manually executed original counterpart of this Agreement. Â 9.10 Severability Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. Â - 45 - 9.11 Right of Set Off If an Event of Default will have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by the Lender to or for the credit or the account of any Borrower against any of and all of the obligations of the Borrowers under this Agreement held by the Lender, irrespective of whether or not the Lender will have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lender under this sectionÂ are in addition to other rights and remedies (including other rights of set off) which the Lender may have. Â 9.12 Governing Law; Jurisdiction This Agreement will be construed in accordance with and governed by the Laws of the Province of Ontario. Each of the Borrowers hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the Province of Ontario. Â 9.13 Waiver of Jury Trial Each party hereto waives, to the fullest extent permitted by Applicable Law, any right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. Â 9.14 Headings Article and SectionÂ headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. Â 9.15 Limited Recourse Recourse under this Agreement against each Borrower will be limited to the property and assets of such Borrower, and this Agreement will not be personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from the private property of, any of the limited partners, unitholders or securityholders of such Borrower (unless such Person is also a Borrower hereunder). Â - 46 - IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written. Â BROOKFIELD RENEWABLE CORPORATION, as Borrower Per: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Â Title: General Counsel and Corporate Secretary Â BROOKFIELD BRP HOLDINGS (CANADA) INC., as Lender Per: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Â Title: General Counsel and Corporate Secretary Â [Signature Pageâ€“ New BEPC Subordinated Credit Agreement] EXHIBIT A FORM OF BORROWING REQUEST Date:â€ƒâ€Ž The undersigned, â€Ž (a â€œBorrowerâ€), refers to the Subordinate Credit Agreement dated as of â€Ž, 2024, between Brookfield Renewable Corporation and the other Persons party hereto as borrowers, as Borrowers, and Brookfield BRP Holdings (Canada) Inc., as Lender (the â€œCredit Agreementâ€). Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Credit Agreement. The Borrower hereby gives you notice pursuant to Sections 2.3 of the Credit Agreement that it requests a Borrowing under the Credit Agreement as follows: Â (A) Amount and Interest Period: a SOFR Loan in the amount of $â€Ž and with an Interest Period of â€Ž months / a [Term CORRA Loan/Daily Compounded CORRA Loan] in the amount of Cdn$â€Ž and with an Interest Period of â€Ž months / a U.S. Base Rate Loan in the amount of $â€Ž / a Canadian Prime Rate Loan in the amount of Cdn$â€Ž. Â (B) Date of Borrowing: â€Ž Â (C) Account of the Borrower to which the funds are to be disbursed: â€Ž The undersigned confirms having read the provisions of the Credit Agreement which are relevant to the furnishing of this Borrowing Request. The undersigned confirms that the Borrowers have complied with all conditions precedent for the requested Borrowing. The undersigned hereby certifies that the representations and warranties of the Borrowers set forth in the Credit Agreement are true and correct on and as of the date hereof as if made as of the date hereof unless such representations and warranties expressly refer to a different date, and that no Default or Event of Default exists. Â â€Žâ€ƒâ€‡ Â Per: Â Â Â Name: Â Title: EXHIBIT B FORM OF CONFIRMATION OF SUBORDINATION Â TO: Â â€Ž and its successors and assigns (the â€œSenior Lenderâ€) RE: Â Credit Agreement dated as of â€Ž between â€Ž (the â€œBorrowerâ€) and the Senior Lender, as amended, modified or supplemented from time to time (the â€œSenior Credit Agreementâ€) ANDÂ RE: Â Subordinate Credit Agreement dated as of â€Ž, between Brookfield Renewable Corporation and such Persons as become Borrowers thereunder from time to time, as borrowers, and Brookfield BRP Holdings (Canada) Inc., as lender, as amended, modified or supplemented from time to time (the â€œSubordinate Credit Agreementâ€) Pursuant to section 8.1 of the Subordinate Credit Agreement, the undersigned confirms in favour of the Senior Lender that (i)Â all indebtedness, liabilities and obligations of the Borrower owing from time to time under or pursuant to the Senior Credit Agreement constitutes â€œSenior Debtâ€ for all purposes of the Subordinate Credit Agreement, and (ii)Â the Senior Lender is entitled to all the rights and benefits of section 8.1 of the Subordinate Credit Agreement in respect of the Senior Debt owing to it from time to time. All terms that are capitalized but not defined herein have the meanings attributed to such terms in the Subordinate Credit Agreement. This confirmation is binding upon the undersigned and its successors and assigns, and enures to the benefit of the Senior Lender and its respective successors and assigns. DATED this _â€ƒday of â€Ž. Â BROOKFIELD BRP HOLDINGS (CANADA) INC. Per: Â Â Â Â Name: Â Â Title: Per: Â Â Â Â Name: Â Â Title: EX-99.9 10 d168282dex999.htm EX-99.9 EX-99.9 Exhibit 99.9 FIRST AMENDING AGREEMENT THIS AGREEMENT is made as of JuneÂ 1, 2024, B E T W E E N: BROOKFIELD BRP HOLDINGS (CANADA) INC. (the â€œBorrowerâ€) - and - BEP SUBCO INC. (the â€œLenderâ€) RECITALS: Â A. the parties hereto entered into an amended and restated credit agreement dated DecemberÂ 31, 2023 (as amended, restated, supplemented, replaced or otherwise modified to the date hereof, collectively the â€œCredit Agreementâ€) pursuant to which certain credit facilities were established in favour of the Borrower; Â B. the parties hereto wish to amend certain terms and conditions of the Credit Agreement as hereinafter set forth. NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows: Â 1. Interpretation All capitalized terms used but not defined in this agreement will have the meanings attributed to such terms in the Credit Agreement. Â 2. Amendments The Credit Agreement is hereby amended, effective as of the date hereof, to delete the stricken text (indicated textually in the same manner as the following example: stricken text) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text and double-underlined text) as set forth in Schedule A attached hereto. Â 3. Existing CDOR Loans With respect to any â€œCDOR Loanâ€ as defined in the Existing Credit Agreement outstanding as of the date hereof, such Loan shall continue until the expiry of the applicable Interest Period, and then on the last day of such Interest Period shall be automatically converted to a CORRA Loan with an Interest Period of one month (unless a Borrower has delivered a Borrowing Request to convert such Loan into a CORRA Loan with a different Interest Period). 4. Conditions Precedent to Effectiveness This agreement shall become effective upon receipt of a signed counterpart by each party hereto. Â 5. Confirmation of Representations and No Default The Borrower represents that no Default has occurred and is continuing and that the representations of the Borrower contained in Article 3 of the Credit Agreement are true and correct in all material respects as if made on and as of the date hereof, except for (i)Â any representations and warranties that are expressly stated to be made as of a specific date and (ii)Â any representations and warranties that are already qualified by materiality (in which case they shall be true and correct in all respects as if made on and as of the date hereof). The Borrower also represents and warrants that this agreement is a legal, valid and binding obligation of the Borrower, enforceable against it by the Lender in accordance with its terms except as such enforceability may be subject to (i)Â bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditorsâ€™ rights generally and (ii)Â general principles of equity (regardless of whether such enforceability

is considered in a proceeding at law or in equity). Â 6. Supplemental This agreement is supplemental to the Credit Agreement and the Credit Agreement will henceforth be read in conjunction with this agreement. The Credit Agreement and this agreement will henceforth be read, interpreted, construed and have effect so far as is practicable as if all the provisions of the Credit Agreement and this agreement were contained in one instrument. For greater certainty, this agreement shall constitute a Financing Document under the Credit Agreement. Â 7. Ratification Except as amended hereby, the Credit Agreement and all of its terms, conditions and obligations are ratified and confirmed. Â 8. Headings The headings of the sections of this agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this agreement. Â 9. Governing Law The parties agree that this agreement will be governed by and construed and interpreted in accordance with the laws of the Province of Ontario. 10. Counterparts This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed original counterpart of a signature page of this agreement by facsimile or electronic pdf will be as effective as delivery of a manually executed original counterpart of this agreement. [Signature Page Follows] IN WITNESS WHEREOF the parties hereto have executed this agreement. Â BROOKFIELD BRP HOLDINGS (CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BEP SUBCO INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â [Signature Page â€“ 1st Amendment of ARCA (BRPHC / BEP Subco)] SCHEDULE A AMENDMENTS TO CREDIT AGREEMENT See Attached. Execution Version AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT between BROOKFIELD BRP HOLDINGS (CANADA) INC. as Borrower and BEP SUBCO INC. as Lender Effective as of DecemberÂ 31, 2023 as amended by a first amending agreement dated JuneÂ 1, 2024 TABLE OF CONTENTS Â Â Â Â Â Â Page Â ARTICLE 1 DEFINITIONS Â Â Â 1 Â 1.1 Â Defined Terms Â Â Â 1 Â 1.2 Â Terms Generally Â Â Â 1319 Â 1.3 Â Accounting Terms; GAAP Â Â Â 1319 Â 1.4 Â Time Â Â Â 1319 Â 1.5 Â Borrowers Jointly and Severally Liable Â Â Â 131 9 Â 1.6 Â Borrowers Bound by Delivered Certificates and Notices Â Â Â 1420 Â 1.7 Â Currency Equivalents Â Â Â 1420 Â 1.8 Â Amount of Credit Â Â Â 1420 Â 1.9 Â Divisions Â Â Â 1420 Â 1.10 Â Schedules;, Exhibits Â Â Â 1520 Â ARTICLE 2 THE CREDIT FACILITY Â Â Â 1521 Â 2.1 Â Establishment of Credit Facility Â Â Â 1521 Â 2.2 Â Loans and Borrowings Â Â Â 1521 Â 2.3 Â Requests for Borrowings Â Â Â 1521 Â 2.4 Â Interest Â Â Â 1622 Â 2.5 Â Evidence of Debt Â Â Â 1824 Â 2.6 Â Termination and Reduction by Lender of Credit Commitment Â Â Â 1824 Â 2.7 Â Mandatory Repayments of Excess Drawn Amounts Â Â Â 1925 Â 2.8 Â Voluntary Prepayments and Cancellation Â Â Â 1925 Â 2.9 Â Breakage Costs Â Â Â 1925 Â 2.10 Â Alternate Rate of Interest Â Â Â 2026 Â 2.11 Â Benchmark Replacement Â Â Â 2026 Â 2.12 Â Canadian Benchmark Replacement Â Â Â 2228 Â 2.13 Â Increased Costs; Illegality Â Â Â 2633 Â 2.14 Â Payments Generally Â Â Â 2735 Â 2.15 Â Addition of Borrowers Â Â Â 2835 Â 2.16 Â Withholding Tax Â Â Â 2835 Â ARTICLE 3 REPRESENTATIONS AND WARRANTIES Â Â Â 2936 Â 3.1 Â Organization; Powers Â Â Â 2936 Â 3.2 Â Authorization; Enforceability Â Â Â 2936 Â 3.3 Â Governmental Approvals; No Conflicts Â Â Â 2936 Â 3.4 Â Financial Information Â Â Â 2937 Â 3.5 Â Litigation Â Â Â 3037 Â 3.6 Â Compliance with Laws and Agreements Â Â Â 3037 Â 3.7 Â Taxes Â Â Â 3037 Â 3.8 Â Pension Plans Â Â Â 3037 Â 3.9 Â No Order or Judgments Â Â Â 3038 Â 3.10 Â Insurance Â Â Â 3038 Â 3.11 Â Solvency Â Â Â 3138 Â 3.12 Â Environmental Matters Â Â Â 3138 Â 3.13 Â Money Laundering Laws Â Â Â 3138 Â 3.14 Â Office of Foreign Assets Control Â Â Â 3138 Â 3.15 Â Survival of Representations and Warranties Â Â Â 3139 Â 3.16 Â Deemed Repetition Â Â Â 3139 Â ARTICLE 4 CONDITIONS PRECEDENT TO LOANS Â Â Â 3239 Â 4.1 Â Conditions to Borrowings Â Â Â 3239 Â ARTICLE 5 AFFIRMATIVE COVENANTS Â Â Â 3239 Â 5.1 Â Financial Statements and Other Information Â Â Â 3239 Â 5.2 Â Existence; Conduct of Business Â Â Â 3340 Â 5.3 Â Timely Payment Â Â Â 3340 Â 5.4 Â Books and Records Â Â Â 3340 Â 5.5 Â Compliance with Laws Â Â Â 3340 Â 5.6 Â Insurance Â Â Â 3340 Â 5.7 Â Operation of Business Â Â Â 3341 Â 5.8 Â Maintenance of Assets Â Â Â 3441 Â 5.9 Â Payment of Taxes Â Â Â 3441 Â 5.10 Â Use of Proceeds Â Â Â 3441 Â ARTICLE 6 NEGATIVE COVENANTS Â Â Â 3441 Â 6.1 Â Fundamental Changes Â Â Â 3441 Â ARTICLE 7 EVENTS OF DEFAULT Â Â Â 3542 Â 7.1 Â Events of Default Â Â Â 3542 Â 7.2 Â Legal Proceedings Â Â Â 3846 Â 7.3 Â Non-Merger Â Â Â 3846 Â ARTICLE 8 SUBORDINATION AND DEPOSITS Â Â Â 3946 Â 8.1 Â Subordination Â Â Â 3946 Â 8.2 Â Deposits Â Â Â 3947 Â ARTICLE 9 MISCELLANEOUS Â Â Â 4047 Â 9.1 Â Notices Â Â Â 4047 Â 9.2 Â Waivers Â Â Â 4048 Â 9.3 Â Expenses; Indemnity Â Â Â 4148 Â 9.4 Â Currency Indemnity Â Â Â 4149 Â 9.5 Â Successors and Assigns and Additions of Lenders Â Â Â 4250 Â 9.6 Â Agreement between Lenders Â Â Â 4250 Â 9.7 Â Amendment and Restatement Â Â Â 4351 Â 9.8 Â Survival Â Â Â 4351 Â 9.9 Â Counterparts; Integration; Effectiveness Â Â Â 4451 Â 9.10 Â Severability Â Â Â 4452 Â 9.11 Â Right of Set Off Â Â Â 4452 Â 9.12 Â Governing Law; Jurisdiction Â Â Â 4452 Â 9.13 Â Waiver of Jury Trial Â Â Â 4452 Â Â -ii- 9.14 Â Headings Â Â Â 4552 Â 9.15 Â Limited Recourse Â Â Â 4552 Â Exhibit A FORM OF BORROWING REQUEST Exhibit B FORM OF DEPOSIT RECORD Exhibit C FORM OF CONFIRMATION OF SUBORDINATION Â -iii- AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT THIS AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT is made effective as of DecemberÂ 31, 2023, and is entered into between Brookfield BRP Holdings (Canada) Inc., as the initial Borrower, such Persons as become Borrowers hereunder from time to time, and BEP Subco Inc., as Lender. The parties hereto agree as follows: ARTICLE 1 DEFINITIONS Â 1.1 Defined Terms As used in this Agreement, the following terms have the meanings specified below: â€œAdjusted Daily Compounded CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Daily Compounded CORRA for such calculation plus (b)Â the Daily Compounded CORRA Adjustment. â€œAdjusted Term CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term CORRA for such calculation plus (b)Â the Term CORRA Adjustment. â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term SOFR for such calculation plus (b)Â the Term SOFR Adjustment. â€œAgreementâ€ means this amended and restated subordinate credit agreement and all schedules and exhibits attached hereto, as amended, restated or supplemented from time to time. â€œApplicable Lawâ€ means, in respect of any Person, property, transaction, event or other matter, as applicable, all Laws relating or applicable to such Person, property, transaction, event or matter. â€œApplicable Marginâ€ means, with respect to any Loan, the applicable rate per annum, expressed as a percentage, set forth in the relevant row of the table below: Â Type of Loan Â Â Applicable Margin Canadian Prime Rate Loan Â Â 0.80% U.S. Base Rate Loan Â Â 0.80% CDORCORRA Loan Â Â 1.80% SOFR Loan Â Â 1.80% â€œAuthorizationâ€ means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person and legally binding on such Person. â€œAvailable Amountâ€ means the amount of the Credit Facility as set out in SectionÂ 2.1 as reduced from time to time in accordance with the provisions of this Agreement. â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a)Â if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b)Â otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to SectionÂ 2.11.22.11.4. â€œBenchmarkâ€ means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, as applicable, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to SectionÂ 2.11.1. â€œBenchmark Replacementâ€ means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Lender on the applicable Benchmark Replacement Date: Â Â (a) the sum of: (i)Â Daily Simple SOFR and (ii)Â the related Benchmark Replacement Adjustment; or Â Â (b) the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B)Â any evolving or then-

prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (ii)Â the related Benchmark Replacement Adjustment.; If the Benchmark Replacement as determined pursuant to clause (a)Â or (b)Â above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then current Benchmark with an Unadjusted Benchmark Replacement: Â Â (a) for purposes of clause (a)Â of the definition of â€œBenchmark Replacement,â€ the first alternative set forth in the order below that can be determined by the Lender: (i) Â - 2 - Â the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the time that such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; or (ii)Â the spread adjustment (which may be a positive or negative value or zero) as of the time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and Â Â (b) for purposes of clause (b)Â of the definition of â€œBenchmark Replacement,â€ the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (i)Â any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities. â€œBenchmark Replacement Conforming Changesâ€ means, with respect to the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œU.S. Base Rate,â€ , the definition of â€œBusiness Day,â€ , the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Lender decides, in consultation with the Borrowers, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides, in consultation with the Borrowers, is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œBenchmark Replacement Dateâ€ means the earliest to occur of the following events with respect to the then-current Benchmark: Â Â (a) in the case of clause (a)Â or (b)Â of the definition of â€œBenchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information Â - 3 - Â referenced therein and (ii)Â the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); and Â Â (b) in the case of clause (c)Â of the definition of â€œBenchmark Transition Event,â€ the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date. Notwithstanding anything herein to the contrary, the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b)Â with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); Â Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the Â - 4 - Â calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks. Notwithstanding anything herein to the contrary, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Unavailability Periodâ€ means, the period (if any) (a)Â beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11 and (b)Â ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11. â€œBorrowersâ€ means, collectively, Brookfield BRP Holdings (Canada) Inc. and each Person that agrees to be bound hereunder as a Borrower hereunder pursuant to SectionÂ 2.15. â€œBorrowingâ€ means any availment of the Credit Facility and includes a rollover or conversion of any outstanding Loan. â€œBorrowing Requestâ€ means a request by any Borrower for a Borrowing pursuant to SectionÂ 2.3. â€œBusiness Dayâ€ means any day that is not a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario or New York, New York are authorized or required by Applicable Law to remain closed and, (a)Â in the case of any SOFR Loan, is also not a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities and (b)Â for the limited purpose of calculating Term CORRA or Daily Compounded CORRA in respect of any CORRA Loan, â€œBusiness Dayâ€ shall only include any day that is not a Saturday, Sunday or any day on which commercial banks are authorized by Applicable Law or required to close in Toronto, Ontario. â€œCanadian Available Tenorâ€ means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (a) if the then current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) Â - 5 - that is or may be used for determining any frequency of

making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to Section 2.12.4. â€œCanadian Benchmarkâ€ means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then â€œCanadian Benchmarkâ€ means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12.1. â€œCanadian Benchmark Replacementâ€ means, with respect to any Canadian Benchmark Transition Event: Â Â (a) where a Canadian Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and Â Â (b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Canadian Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii)Â the related Canadian Benchmark Replacement Adjustment. If the Canadian Benchmark Replacement as determined pursuant to clause (a)Â or (b)Â above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œ Canadian Benchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Canadian Benchmark with a Canadian Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (a)Â any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Unadjusted Benchmark Replacement by the Relevant Canadian Governmental Body or (b)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Unadjusted Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time. Â - 6 - â€œ Canadian Benchmark Replacement Conforming Changesâ€ means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œCanadian Prime Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of Borrowings or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of SectionÂ 2.12 and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œCanadian Benchmark Replacement Dateâ€ means, the earliest to occur of the following events with respect to the then-current Canadian Benchmark: Â Â (a) in the case of clause (a)Â or (b)Â of the definition of â€œCanadian Benchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information referenced therein and (ii)Â the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof); or Â Â (b) in the case of clause (c)Â of the definition of â€œCanadian Benchmark Transition Event,â€ the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Canadian Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date. Â - 7 - For the avoidance of doubt, the â€œCanadian Benchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b)Â with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Canadian Available Tenors of such Canadian Benchmark (or the published component used in the calculation thereof). â€œCanadian Benchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); Â Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative. For the avoidance of doubt, a â€œCanadian Benchmark Transition Eventâ€ will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Canadian Available Tenor of such Canadian Benchmark (or the published component used in the calculation thereof). Â - 8 - â€œCanadian Benchmark Unavailability Periodâ€ means, the period (if any) (a)Â beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12 and (b)Â ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12. â€œCanadian Dollarsâ€ and â€œCdn$â€ refer to lawful money of Canada. â€œCanadian Prime Borrowingâ€ means a Borrowing comprised of one or more Canadian Prime Rate Loans. â€œCanadian Prime Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by the Canadian Reference Lender and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Canadian Dollar-denominated commercial loans in Canada, and (b)Â the annual rate ofAdjusted Term CORRA for an interest equal to the sumperiod of the one- (1)Â month CDOR in effect on such day plus 1.0%Â per annum. If the Canadian Prime Rate is less than the Floor, it shall be deemed to be the Floor hereunder. â€œCanadian Prime Rate Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based

upon the Canadian Prime Rate. â€œCanadian Reference Lenderâ€ means such bank that is listed on Schedule I of the Bank Act (Canada) that is selected by the Lenders by giving written notice thereof to the Borrowers. â€œCDORâ€ means with respect to a CDOR Loan, the rate per annum equal to the average per annum rate applicable to Canadian Dollar bankersâ€™ acceptances having an identical or comparable term as the proposed CDOR Loan displayed and identified as such on the CDOR Page of RBSL, rounded to the nearest 1/100th of 1% (with .005% being rounded up), at approximately 10:00 a.m. (Toronto time) on the first day of the Interest Period for such CDOR Loan, with a term equivalent to the Interest Period of such CDOR Loan or if such Interest Period is not equal to a number of months, with a term equivalent to the number of months closest to such Interest Period, plus 0.10%; provided that if such rate does not appear on the CDOR Page of RBSL on such date as contemplated, then the CDOR on such date shall be calculated as the rate for the term referred to above applicable to Canadian Dollar bankersâ€™ acceptances quoted by the Canadian Reference Lender as of 10:00 a.m. (Toronto time) on such date or, if such date is not a Business Day, then on the immediately preceding Business Day, plus 0.10%. If no CDOR is available for a particular Interest Period but CDORs are available for maturities both longer and shorter than such Interest Period, then the CDOR for such Interest Period shall be the CDOR Interpolated Rate plus 0.10%. If CDOR is less than the Floor at any time, it shall be deemed to be the Floor hereunder. Â - 9 - â€œCDOR Borrowingâ€ means a Borrowing comprised of one or more CDOR Loans. â€œCDOR Interpolated Rateâ€ means, in relation to any CDOR Loan and its Interest Period, a rate per annum determined by the Lender (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a)Â the applicable CDOR for the longest period for which a CDOR is available that is shorter than such Interest Period and (b)Â the applicable CDOR for the shortest period for which a CDOR is available that is longer than such Interest Period, in each case as of 11:00 a.m., Toronto time on the day two Business Days prior to the first day of such Interest Period. â€œCDOR Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon CDORCanadian Unadjusted Benchmark Replacementâ€ means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment. â€œChange in Controlâ€ means the acquisition by any Person other than Brookfield Corporation or its Affiliates (or any combination thereof) of Control of any Borrower. â€œChange in Lawâ€ means (a)Â the adoption of any new Law after the date of this Agreement, (b)Â any change in any existing Law or in the official interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (c) compliance by the Lender or any of its lenders with any request, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which Persons customarily, and are expected by the relevant Governmental Authority to, comply and nevertheless considered to be binding on a Person or such Personâ€™s property) of any Governmental Authority made or issued after the date of this Agreement. â€œControlâ€ and similar expressions mean a relationship between two Persons wherein one of such Persons has the power, through the ownership of Equity Securities, by contract or otherwise, to directly or indirectly direct the management and policies of the other of such Persons, and includes, without limitation: (a)Â in the case of a corporation or a trust, the ownership, either directly or indirectly through one or more Persons, of Equity Securities of such corporation or trust carrying more than 50% of the votes that may be cast to elect the directors or trustees of such corporation or trust or the Control of the corporate trustee of such trust, either under all circumstances or under some circumstances that have occurred and are continuing, (other than Equity Securities held as collateral for a bona fide debt where the holder thereof is not entitled to exercise the voting rights attached thereto unless a default has occurred), provided that such votes, if exercised, are sufficient to elect a majority of the directors or trustees of such corporation or trust or corporate trustee; and (b)Â in the case of a general partnership or limited partnership, the power, through the ownership of Equity Securities, by contract or otherwise, to act as the managing partner appointed in respect of such general partnership or the general partner appointed in respect of such limited partnership, or to otherwise Control such managing partner or general partner, as applicable. Â - 10 - â€œCORRA â€ means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). â€œCORRA Borrowingâ€ means a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, as applicable. â€œCORRA Loanâ€ means a Term CORRA Loan or a Daily Compounded CORRA Loan, as applicable. â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor. â€œCredit Facilityâ€ means the revolving credit facility established pursuant to SectionÂ 2.1.1. â€œ Daily Compounded CORRAâ€ means, for any day (a â€œDaily Compounded CORRA Rate Dayâ€), a rate per annum (with interest accruing on a compounded daily basis) equal to CORRA for the day (such day, the â€œDaily Compounded CORRA Determination Dayâ€), that is five (5) Business Days prior to (i) if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day or (ii) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Canadian Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first preceding Business Day for which CORRA was published by the administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Daily Compounded CORRA Determination Day; and provided further, that to the extent Daily Compounded CORRA as so determined shall, at any time, be less than the Floor, such rate shall be deemed to be Floor for all purposes herein. â€œDaily Compounded CORRA Adjustmentâ€ means (a) a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œDaily Compounded CORRA Determination Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Compounded CORRA Borrowingâ€ means a Borrowing comprised of one or more Daily Compounded CORRA Loans. Â - 11 - â€œDaily Compounded CORRA Loanâ€ means a Loan made by the Lender to a Borrower that bears interest at a rate based on Adjusted Daily Compounded CORRA. â€œDaily Compounded CORRA Rate Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Simple SOFRâ€ means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining â€œDaily Simple SOFRâ€ for syndicated business loans; provided that, if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion. â€œDefaultâ€ means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default. â€œDistributionâ€ means, with respect to any Person: (a)Â the retirement, redemption, retraction, purchase or other acquisition of any Equity Securities of such Person for cash or other property of such Person; (b)Â the declaration or payment of any dividend, return of capital or other distribution (in cash or other property of such Person) of, on or in respect of, any Equity Securities of such Person; or (c)Â any other payment or distribution (in cash or other property of such Person) of, on or in respect of any Equity Securities of such Person. â€œDollar Amountâ€ means at any time with respect to outstanding Loans under the Credit Facility, the aggregate of (a)Â the amount in Dollars of all Loans that are denominated in Dollars, and (b)Â the Dollar Equivalent at such time of all Loans that are denominated in Canadian Dollars. â€œDollar Equivalentâ€ means, at the date of determination, the amount of Dollars that the Lender could purchase, in accordance with its normal practice, with a specified amount of Canadian Dollars based on the Exchange Rate on such date. â€œDollarsâ€ and â€œ$â€ refer to lawful money of the United States unless otherwise indicated. â€œEffective Dateâ€ means JulyÂ 30, 2020, being the date the Credit Facility was first established. â€œEnvironmental Lawsâ€ means all applicable federal, provincial, local or foreign laws, rules, regulations, codes, ordinances, orders, decrees, judgements, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, having the force of law and relating to the environment, health and safety, or health protection, including the generation, use, handling, collection, treatment, storage, transportation, recovery,

recycling, release, threatened release or disposal of any hazardous or regulated material. Â - 12 - â€œEquity Securitiesâ€ means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Personâ€™s capital, whether outstanding on the date hereof or issued after the date hereof, including without limitation any interest in a partnership, limited partnership or other similar Person and any unit or beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing. â€œEvent of Defaultâ€ has the meaning specified in SectionÂ 7.1. â€œExchange Rateâ€ means, on any day, the rate at which Canadian Dollars may be exchanged into Dollars as set forth at approximately 11:00 a.m. New York City time on such date on the relevant Reuters screen for Canadian Dollars; provided that if such rate does not appear on any Reuters screen on any date, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Lender. â€œExisting Credit Agreementâ€ means the subordinate credit agreement between the Lender and the Borrower dated as of JulyÂ 30, 2020, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof. â€œFATCAâ€ means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof. â€œFederal Funds (Effective) Rateâ€ means, for any period, a fluctuating rate of interest per annum equal for each day during such period to (a)Â the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the NYFRB, or (b)Â if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Lender from three federal funds brokers of recognized standing selected by it. Notwithstanding the foregoing, if the Federal Funds (Effective) Rate is less than the Floor, it shall be deemed to be the Floor hereunder. â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the United States. â€œFinancing Documentsâ€ means this Agreement and the Borrowing Requests, together with any other document, instrument or agreement now or hereafter entered into pursuant to or in connection with this Agreement, as such documents, instruments or agreements may be amended, modified or supplemented from time to time. â€œFloorâ€ means 0.00% per annum. Â - 13 - â€œGAAPâ€ means generally accepted accounting principles in Canada or the United States in effect from time to time which, for clarity, will include IFRS. â€œGovernmental Authorityâ€ means the Government of Canada or the United States, any other nation or any political subdivision thereof, whether provincial, state, territorial or local, and any agency, authority, instrumentality, regulatory body, court or other ether entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. â€œHostile Acquisitionâ€ means a proposed acquisition by any Borrower or any Subsidiary in circumstances in which the Person subject to such acquisition will not have, as of the date of the acquisition notice in respect of such acquisition, evidenced its agreement or agreement in principle to such acquisition. â€œIFRSâ€ means the International Financial Reporting Standards as issued by the International Accounting Standards Board and as in effect from time to time. â€œIndemniteeâ€ has the meaning specified in SectionÂ 9.3.2. â€œInterest Payment Dateâ€ means, (a)Â in the case of any Canadian Prime Rate Loan or U.S. Base Rate Loan, the first Business Day of each month, and (b)Â in the case of any CDORCORRA Loan or SOFR Loan, the last day of the Interest Period relating to such Loan, provided that if an Interest Period for any CDORCORRA Loan or SOFR Loan exceeds three months (to the extent available), then â€œInterest Payment Dateâ€ shall also include each date which occurs at each three month interval during such Interest Period. â€œInterest Periodâ€ means, (a)Â with respect to a CDOR Loan or SOFR Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter or such other periods thereafter as may from time to time be agreed to by the Borrower requesting such Loan and the Lender; and (b)Â with respect to a CORRA Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one or three months thereafter or such other periods thereafter as may from time to time be agreed to by the Borrower and the Lender; provided that (ai) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the immediately succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (bi) any Interest Period pertaining to a SOFR Loan or CORRA Loan that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (ciii) no Interest Period shall extend beyond the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a converted or continued Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing. No tenor that is subsequently permanently removed as part of any Benchmark Replacement Conforming Changes or Â - 14 - any Canadian Benchmark Replacement Conforming Changes, as applicable, shall be available for specification in a Borrowing Request. â€œIRCâ€ means the Internal Revenue Code of 1986, as amended from time to time. â€œISDA Definitionsâ€ means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto. â€œLawsâ€ means all applicable federal, state, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, and all policies, practices, directives and guidelines in each case of any Governmental Authority and having the force of law; and â€œLawâ€ means any one or more of the foregoing. â€œLendersâ€ means, collectively, BEP Subco Inc. and each Person that becomes a Lender hereunder from time to time. â€œLoanâ€ means any SOFR Loan, Canadian Prime Rate Loan, CDORCORRA Loan or U.S. Base Rate Loan made by the Lenders to a Borrower pursuant to this Agreement. â€œMaterial Adverse Effectâ€ means any event, development or circumstance which has had or would have (a)Â a material adverse effect on the business, assets, properties, operations or financial condition of the Borrowers and their Subsidiaries taken as a whole, or (b)Â a material adverse effect on the ability of the Borrowers (taken as a whole) to perform their obligations under this Agreement. â€œMaturity Dateâ€ means the date that is ten (10)Â years from the Effective Date, unless the Agreement is terminated in accordance with SectionÂ 2.6, in which case the Maturity Date shall be the date the Agreement is so terminated. â€œMoney Laundering Lawsâ€ has the meaning specified in SectionÂ 3.13. â€œNYFRBâ€ means the Federal Reserve Bank of New York. â€œObligations â€œ means all present and future debts, liabilities and obligations of the Borrowers to the Lenders under this Agreement, whether absolute or contingent, due or to become due, existing on the Effective Date or thereafter arising, including without limitation with respect to all Loans, and all interest and fees owing hereunder (including those that accrue after the commencing by or against any Borrower of any insolvency or similar proceeding). â€œOFACâ€ has the meaning specified in SectionÂ 3.14. Â - 15 - â€œOFAC Listsâ€ has the meaning specified in SectionÂ 3.14. â€œPersonâ€ includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, limited partnership, Governmental Authority or other entity. â€œRBSLâ€ means Refinitiv Benchmark Services (UK) LimitedRelevant Canadian Governmental Bodyâ€ means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto. â€œRelevant Governmental Body â€œ means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto. â€œResponsible Officerâ€ means, in respect of any Person, any director or officer of such Person or the general or managing partner of such Person. â€œSenior Debtâ€ has the meaning given to that term in SectionÂ 8.1(a). â€œSOFRâ€ means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administratorâ€™s Website on the immediately succeeding Business Day. â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the

secured overnight financing rate). â€œSOFR Administratorâ€™s Websiteâ€ means the website of the NYFRB, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSOFR Borrowingâ€ means a Borrowing comprised of one or more SOFR Loans. â€œSOFR Loanâ€ means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c)Â of the definition of â€œU.S. Base Rateâ€. â€œSpecified Threshold Amountâ€ means, as at any date, the greater of (a)Â $125,000,000 and (b)Â an amount equal to 10% of the Borrowersâ€™ consolidated equity as at such date. â€œSubsidiariesâ€ means, collectively, the subsidiaries of the Borrowers, and â€œSubsidiaryâ€ means any of them. â€œsubsidiaryâ€ means, with respect to any Person at any date, any corporation, limited liability company, partnership, limited partnership, trust or other entity of which securities or other ownership interests representing more than 50% of the combined Â - 16 - voting stock are owned, directly or indirectly, by such Person or by any one or more subsidiaries of such Person. â€œTaxesâ€ means all present and future taxes, charges, fees, levies, imposts, surtaxes, duties and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges of any nature, imposed by any Governmental Authority and whether disputed or not. â€œTerm CORRAâ€ means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the â€œPeriodic Term CORRA Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Canadian Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Periodic Term CORRA Determination Day. Notwithstanding the foregoing, to the extent Term CORRA is less than the Floor at any given time, it shall be deemed to be the Floor. â€œTerm CORRA Adjustmentâ€ means (a)Â a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œTerm CORRA Administratorâ€ means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator. â€œTerm CORRA Borrowingâ€ means a Borrowing comprised of one or more Term CORRA Loans. â€œTerm CORRA Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon Adjusted Term CORRA. â€œTerm CORRA Reference Rateâ€ means the forward-looking term rate based on CORRA. â€œTerm SOFRâ€ means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the Â - 17 - applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Term SOFR Determination Day, provided, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor. â€œTerm SOFR Adjustmentâ€ means a percentage equal to 0.10%Â per annum. â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Lenders in their reasonable discretion). â€œTerm SOFR Reference Rateâ€ means the forward-looking term rate based on SOFR. â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether such Loan or Borrowing is a U.S. Base Rate Loan, Canadian Prime Rate Loan, SOFR Loan or CDORCORRA Loan or a U.S. Base Rate Borrowing, Canadian Prime Borrowing, SOFR Borrowing or CDORCORRA Borrowing, as the case may be. â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment. â€œU.S. Base Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by a commercial Canadian or U.S. bank selected by the Lenders and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on Dollar-denominated commercial loans in Canada, (b) the Federal Funds (Effective) Rate in effect on such day plus 0.50%Â per annum, and (c) the Adjusted Term SOFR for a one-month term in effect on such day plus 1.00%. Any change in the U.S. Base Rate due to a change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR shall be effective from and including the effective date of such change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR, respectively. â€œU.S. Base Rate Borrowingâ€ means a Borrowing comprised of one or more U.S. Base Rate Loans. â€œU.S. Base Rate Loanâ€ means a Loan denominated in Dollars which bears interest at a rate based upon the U.S. Base Rate. â€œWithholdingsâ€ has the meaning given to that term in SectionÂ 2.16. Â - 18 - 1.2 Terms Generally The definitions of terms herein will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words â€œincludeâ€, â€œincludesâ€ and â€œincludingâ€ will be deemed to be followed by the phrase â€œwithout limitationâ€. Unless the context requires otherwise: (a)Â any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b)Â any reference herein to any statute or any Section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or Section as amended, restated or re-enacted from time to time; (c)Â any reference herein to any Person will be construed to include such Personâ€™s successors and permitted assigns; (d)Â the words â€œhereinâ€, â€œhereofâ€ and â€œhereunderâ€, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (e)Â all references herein to Articles, Sections and Exhibits will be construed to refer to Articles and Sections of, and Exhibits to, this Agreement; and (f)Â the words â€œassetâ€ and â€œpropertyâ€ will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contractual rights. Â 1.3 Accounting Terms; GAAP Except as otherwise expressly provided herein, all terms of an accounting or financial nature will be construed in accordance with GAAP, as in effect from time to time. Â 1.4 Time All time references herein will, unless otherwise specified, be references to local time in Toronto, Ontario, Canada. Time is of the essence of this Agreement. Â 1.5 Borrowers Jointly and Severally Liable Each Person that becomes a Borrower is jointly and severally liable for all Obligations, including the obligation to pay all amounts owing hereunder to the Lenders on the dates such amounts are due and on the Maturity Date. Each Borrower agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory repayment, by acceleration or otherwise), the Borrowers will, jointly and severally, promptly pay the same without any demand or notice whatsoever and each Borrower jointly and severally irrevocably and unconditionally accepts joint and several liability with respect to the payment and performance of all Obligations of each other Borrower, it being the intention of the parties hereto that all Obligations be joint and several obligations of each Borrower without preference or distinction among them. Each Borrower agrees that delivery of funds to any Borrower under this Agreement shall constitute valuable consideration and reasonably equivalent value to all Borrowers for purposes of binding them and their assets on a joint and several basis for the Obligations hereunder. Each Borrower agrees that it will not seek payment, directly or indirectly, from any other Borrower through a Â - 19 - claim of indemnity, contribution, subrogation or otherwise until all Obligations have been repaid in full and the Credit Facility has terminated. Â 1.6 Borrowers Bound by Delivered Certificates and Notices Each Borrower hereby authorizes each other Borrower to deliver or submit to the Lender on behalf of such Borrower

(and all other Borrowers) any Borrowing Request, notice or certificate required or permitted to be delivered or submitted by it or on its behalf hereunder and agrees that it will be bound by, and shall be responsible for any information set forth in any such Borrowing Request, notice or certificate to the same extent as if such Borrowing Request, notice or certificate had been executed by a Responsible Officer of such Borrower and delivered or submitted by such Borrower. Â 1.7 Currency Equivalents For purposes of determining (a)Â whether the amount of any Borrowing, together with all other Borrowings then outstanding or to be borrowed at the same time as such Borrowing, would exceed the Available Amount, (b)Â the unutilized amount of the Credit Facility, and (c)Â the outstanding principal amount of any Borrowing, the outstanding principal amount of any Loan that is denominated in Canadian Dollars shall be deemed to be the Dollar Equivalent of such amount determined as of the applicable determination date. Â 1.8 Amount of Credit Any reference herein to the amount of credit outstanding means, at any particular time: Â Â (a) in the case of a Canadian Prime Rate Loan or CDORCORRA Loan, the Dollar Equivalent of the principal amount thereof; and Â Â (b) in the case of a SOFR Loan or U.S. Base Rate Loan, the principal amount of such Loan. Â 1.9 Divisions For all purposes of this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a)Â if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person; and (b)Â if any Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Securities at such time. Â 1.10 Schedules;, Exhibits The following are the Schedules and Exhibits annexed hereto, incorporated by reference and deemed to be a part hereof: Â - 20 - Exhibits: Â Â A â€ƒâ€ƒ- Â Â Borrowing Request Â Â B â€ƒâ€ƒ- Â Â Form of Deposit Record Â Â C â€ƒâ€ƒ- Â Â Form of Confirmation of Subordination ARTICLE 2 THE CREDIT FACILITY Â 2.1 Establishment of Credit Facility Â 2.1.1 Subject to the terms and conditions set forth herein, the Lenders hereby establish in favour of the Borrowers a Credit Facility in the amount of $1,750,000,000 (the â€œAvailable Amountâ€) and commit to make Loans to the Borrowers from time to time until the Maturity Date, the aggregate outstanding principal amount of all such Loans not exceeding at any time the Available Amount. Subject to the terms and conditions of this Agreement, the Borrowers may borrow, repay and re-borrow Loans. Â 2.1.2 Advances under the Credit Facility are to be used by the Borrowers for their general corporate purposes, provided that in no event will the Credit Facility be used to finance a Hostile Acquisition without the consent of the Lenders. Â 2.2 Loans and Borrowings Each Borrowing under the Credit Facility will be comprised of U.S. Base Rate LoansBorrowings or SOFR LoansBorrowings in Dollars, or Canadian Prime Rate Loans or CDOR LoansBorrowings or CORRA Borrowings in Canadian Dollars, as any Borrower may request in accordance herewith. Â 2.3 Requests for Borrowings Â 2.3.1 To request a Borrowing under the Credit Facility, any Borrower shall notify the Lenders of such request by written Borrowing Request substantially in the form of Exhibit A not later than 11:00 a.m., Toronto time, four (4)Â Business Days before the date of the proposed Borrowing or such shorter period as the Lenders may agree to. Each Borrowing Request shall be irrevocable. The Lenders are entitled to rely upon and act upon any Borrowing Request given or purportedly given by any Borrower, and each Borrower hereby waives the right to dispute the authenticity and validity of any such transaction once the Lenders have advanced funds, based on such Borrowing Request. Each Borrowing Request shall specify the following information: Â Â (a) the aggregate amount of the requested Borrowing; Â Â (b) the date of such Borrowing, which shall be a Business Day; Â Â (c) whether such Borrowing is to be a U.S. Base Rate Borrowing, a SOFR Borrowing, a Canadian Prime Borrowing or a CDORCORRA Borrowing; Â - 21 - Â (d) in the case of a CDORCORRA Borrowing or SOFR Borrowing, the initial Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term â€œInterest Periodâ€; and Â Â (e) the location and number of the Borrowerâ€™s account to which funds are to be disbursed. Â 2.3.2 Each CDORCORRA Borrowing and SOFR Borrowing under the Credit Facility initially shall have the Interest Period specified in the applicable Borrowing Request. Thereafter, a Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and elect a new Interest Period therefor. The Borrowers may elect different options with respect to different portions of the affected Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. To make an election pursuant to this SectionÂ 2.3.2, a Borrower shall notify the Lenders of such election by delivering a Borrowing Request required under SectionÂ 2.3.1 as if the Borrower were requesting a Borrowing to be made on the effective date of such election. Each such Borrowing Request shall be irrevocable. In addition to the information specified in SectionÂ 2.3.1, each Borrowing Request shall specify the Loan to which such request applies and, if different options are elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing. If no election is made pursuant to this SectionÂ 2.3.2 at the end of an Interest Period applicable to any CDORCORRA Loan or SOFR Loan, the applicable Borrower shall be deemed to have elected an Interest Period of one month for such CDORCORRA Loan or SOFR Loan for the immediately following Interest Period. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Lenders so notify the Borrowers, then so long as an Event of Default is continuing (a)Â no outstanding Loan may be converted to or continued as a CDORCORRA Borrowing or SOFR Borrowing and (b)Â unless repaid, each CDORCORRA Loan and SOFR Loan shall be converted to a Canadian Prime Borrowing or U.S. Base Rate Borrowing, respectively, at the end of the then-current Interest Period applicable thereto. Â 2.3.3 Each CDORCORRA Borrowing and SOFR Borrowing will be subject to Sections 2.10, 2.11 and 2.12. Â 2.3.4 With respect to any â€œLIBOR Loanâ€ as defined in the Existing Credit Agreement outstanding as of the date hereof, such Loan shall continue until the expiry of the, as applicable Interest Period, and then on the last day of such Interest Period shall be automatically converted to a SOFR Loan with an Interest Period of one month (unless a Borrower has delivered a Borrowing Request to convert such Loan into a SOFR Loan with a different Interest Period). Â 2.4 Interest Â 2.4.1 The Loans under the Credit Facility comprising each U.S. Base Rate Borrowing and Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate Â - 22 - Â per annum equal to the U.S. Base Rate and Canadian Prime Rate, respectively, plus the Applicable Margin from time to time in effect. Â 2.4.2 The Loans under the Credit Facility comprising each CDORCORRA Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 365 or 366 days, as the case may be) at CDORCORRA for the Interest Period in effect for such CDOR LoansCORRA Loan plus the Applicable Margin from time to time in effect. Â 2.4.3 The Loans under the Credit Facility comprising each SOFR Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 360 days) at Adjusted Term SOFR for the Interest Period in effect for such SOFR Loans plus the Applicable Margin from time to time in effect. Â 2.4.4 It is understood and agreed that if at any time after the date hereof the Lenderâ€™s cost of borrowing is increased, the Lender will be entitled, after consultation with the Borrowers, to increase the Applicable Margin that is applicable to all or any Types of Loans or Borrowings to reflect the Lenderâ€™s increased cost of making such Loans or Borrowings available to the Borrowers. Â 2.4.5 The applicable U.S. Base Rate, Canadian Prime Rate, Adjusted Term SOFR and CDORCORRA shall be determined by the Lender, and such determination shall, absent manifest error, constitute prima facie evidence thereof. Â 2.4.6 Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date and upon termination of the Credit Facility, and in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment together with all applicable breakage costs. Â 2.4.7 All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day on which it is made shall bear interest for one day. Â 2.4.8 For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement. Â 2.4.9 If any provision of this Agreement would oblige any Borrower to make any payment of

interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by Law or would result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€ (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been Â - 23 - Â adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€, such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: Â Â (a) first, by reducing the amount or rate of interest required to be paid to the Lender under this SectionÂ 2.4; and Â Â (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lender which would constitute interest for purposes of SectionÂ 347 of the Criminal Code (Canada). Â 2.4.10 Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Loans will bear interest to the extent permitted by Applicable Law, after as well as before judgment, at a rate per annum equal to 2.0% plus the rate otherwise applicable to such Loans. All other amounts owing under this Agreement will bear interest at an interest rate equal to the one month Adjusted Term SOFR plus 4.0%Â per annum. Â 2.5 Evidence of Debt Â 2.5.1 The Lenders shall maintain accounts in which they shall record (a)Â the amount of each Loan made hereunder and the relevant Interest Periods applicable thereto, (b)Â the amount of any principal or interest due and payable or to become due and payable from the Borrowers to such Lender hereunder, and (c)Â the amount of any sum received by such Lender hereunder. Â 2.5.2 The entries made in the accounts maintained pursuant to SectionÂ 2.5.1 shall be prima facie evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans and all other amounts payable in connection therewith, including interest and fees, in accordance with the terms of this Agreement. Â 2.6 Termination and Reduction by Lender of Credit Commitment Â 2.6.1 The Lenders may at any time after the fifth anniversary of the Effective Date, upon giving the Borrowers 90 daysâ€™ prior written notice, terminate their commitments with respect to the Credit Facility and the Borrowers must repay all amounts outstanding under the Credit Facility (including all interest and fees payable hereunder) on the termination date that is so elected by the Lenders. Â 2.6.2 Upon the occurrence of a Change in Control, the Lenders shall have the right to terminate its commitment with respect to the Credit Facility upon giving the Borrowers 90 daysâ€™ prior written notice. If the Lenders so terminate the Credit Facility, the Borrowers must repay all amounts outstanding under the Credit Facility (including all interest and fees payable hereunder) on the termination date that is so elected by the Lenders. Â - 24 - 2.6.3 Unless previously terminated, the commitment of each Lender with respect to the Credit Facility will terminate on the Maturity Date and each Borrower hereby unconditionally jointly and severally promises to pay to the Lenders the then unpaid principal amount of each Loan on the Maturity Date (or such earlier date that the Loans have been accelerated pursuant to the last paragraph of SectionÂ 7.1) together with all interest accrued thereon and other amounts outstanding under this Agreement. Â 2.7 Mandatory Repayments of Excess Drawn Amounts If at any time the Lenders determine that the Dollar Amount outstanding under the Credit Facility exceeds the Available Amount, then upon written notice from the Lenders to such effect, the Borrowers will, within 24 hours, make a prepayment of the Credit Facility in an amount equal to such excess. Â 2.8 Voluntary Prepayments and Cancellation The Borrowers may, from time to time at their option, prepay any Loan without premium or penalty or permanently reduce the Available Credit of the Credit Facility, provided that: Â Â (a) any prepayment or reduction is in a minimum amount of $100,000; Â Â (b) the Borrowers pay concurrently with any such prepayment all interest accrued on the amount prepaid together with breakage costs, if any, incurred by the Lenders as a result of any such prepayment and that are payable pursuant to SectionÂ 2.9; Â Â (c) the Lenders receive written notice of such prepayment, at least three Business Days prior to the date of such prepayment and specifying the amount and date of such prepayment. Any such notice shall be irrevocable and the Borrowers shall be bound to prepay in accordance with such notice; and Â Â (d) in the event that the notice provided to the Lenders in accordance with (c)Â above, indicates that the prepaid amount is to permanently prepay the Credit Facility pursuant to this SectionÂ 2.8, then the amount prepaid may not be re-borrowed thereunder (otherwise, the Borrowers will retain the right to re-borrow amounts prepaid in accordance with the terms and conditions of this Agreement). Â 2.9 Breakage Costs If (a)Â any Borrower fails to borrow or continue any CDORCORRA Loan or SOFR Loan on the date specified in any Borrowing Request delivered pursuant hereto, or (b)Â any CDORCORRA Loan or SOFR Loan is paid for any reason on any day other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default or voluntary or mandatory prepayment), then the Borrowers will compensate the Lenders for all loss, costs and expenses that the Lenders incur in connection with such event (including all loss, costs and expenses that the Lender incurs under its own credit facilities), as determined by the Lenders. A certificate of a Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this SectionÂ 2.9 will be delivered to the Borrowers and will, absent manifest error, constitute Â - 25 - prima facie evidence thereof. The Borrowers will pay a Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.10 Alternate Rate of Interest IfSubject to Section 2.12, if prior to the commencement of any Interest Period for a CDORCORRA Borrowing or SOFR Borrowing: Â Â (a) the Lenders determine that adequate and reasonable means do not exist for ascertaining CDORCORRA or SOFR for such Interest Period; or Â Â (b) the Lenders determine that CDORCORRA or SOFR for such Interest Period will not adequately and fairly reflect the cost to the Lenders of making or maintaining CDORCORRA Loans or SOFR Loans included in such Borrowing for such Interest Period; then the Lenders shall give notice thereof to the Borrowers as promptly as practicable thereafter and, until the Lenders notify the Borrowers that the circumstances giving rise to such notice no longer exist, (i)Â any Borrowing Request that requests the continuation of any Borrowing as an affected CDORCORRA Borrowing or a SOFR Borrowing (as applicable) shall be deemed to request conversion to a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable), and (ii)Â any Borrowing Request that requests an affected CDORCORRA Borrowing or SOFR Borrowing (as applicable) shall be made as a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable). Â 2.11 Benchmark Replacement Â 2.11.1 Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x)Â if a Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document and (y)Â if a Benchmark Replacement is determined in accordance with clause (b)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th)Â Business Day after the date notice of such Benchmark Replacement is provided to the Borrowers without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Lender has not received, by such time, written notice of objection to such Benchmark Replacement from any Borrower. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis. Â - 26 - 2.11.2 Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Financing Document. Â 2.11.3 Notices; Standards for Decisions and Determinations. The Lender will promptly notify the Borrowers of (i)Â the implementation of any Benchmark Replacement and (ii)Â the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Lender will notify the Borrowers of (x)Â the removal or reinstatement of any tenor of a Benchmark pursuant to SectionÂ 2.11.4 and (y)Â the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the

Lender pursuant to this SectionÂ 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this SectionÂ 2.11. Â 2.11.4 Unavailability of Benchmark. Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i)Â if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A)Â any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (B)Â the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii)Â if a tenor that was removed pursuant to clause (i)Â above either (A)Â is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor. Â 2.11.5 Conversions or Continuations to Base Rate Loans. Upon the Borrowersâ€™ receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any pending request for a SOFR Borrowing, or conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any request for a SOFR Borrowing or a conversion to or continuation of a SOFR Borrowing into a request for a Borrowing of or conversion to a U.S. Base Rate Loan. During a Benchmark Â - 27 - Â Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of U.S. Base Rate. Â 2.12 Canadian Benchmark Replacement Â 2.12.1 Replacing CDOR. On MayÂ 16, 2022, RBSL, the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, JuneÂ 28, 2024. On the date that all Canadian Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL, ifFuture Canadian Benchmarks. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior any setting of the then--current Canadian Benchmark is CDOR, the, then (x) if a Canadian Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of anysuch Canadian Benchmark setting of such Canadian Benchmark on such day and all subsequent Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis. Â 2.12.2 Replacing Future Canadian Benchmarks. Upon the occurrence of and (y)Â if a Canadian Benchmark Transition Event, theReplacement is determined in accordance with clause (b)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace the then-currentsuch Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th)Â Business Day after the date notice of such Canadian Benchmark Replacement is provided to the Borrowers by the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Lenders have not received, by such time, written notice of objection to such Canadian Benchmark Replacement from the Borrowers. At any time that the administrator of the then-current Canadian Benchmark has permanently or indefinitely ceased to provide such Canadian Benchmark or such Canadian Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Canadian Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored, the Borrowers may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Canadian Benchmark until the Borrowersâ€™ receipt of notice from the Lenders that a Canadian Benchmark Replacement has replaced Â - 28 - Â such Canadian Benchmark, and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Canadian Prime Borrowings. During the period referenced in the foregoing sentence, the component of Canadian Prime Rate based upon the Canadian Benchmark will not be used in any determination of Canadian Prime Rate. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period. Â 2.12.2 2.12.3 Canadian Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation and administration of a Canadian Benchmark Replacement, the Lenders will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement. Â 2.12.3 2.12.4 Notices; Standards for Decisions and Determinations. The Lenders will promptly notify the Borrowers of (i)Â the implementation of any Canadian Benchmark Replacement, and (ii)Â any occurrence of a Term CORRA Transition Event, and (iii)Â the effectiveness of any Canadian Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Lenders will notify the Borrowers of (x)Â the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to SectionÂ 2.12.4 and (y)Â the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lenders pursuant to this Section, 2.12 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non--occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party heretoto this Agreement or any other Financing Document, except, in each case, as expressly required pursuant to this SectionÂ 2.12. Â 2.12.4 2.12.5 Unavailability of Tenor of Canadian Benchmark. AtNotwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (i)Â if the then--current Canadian Benchmark is a term rate (including the Term CORRA or CDOR)Reference Rate) and either (A)Â any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lenders in their reasonable discretion or (B)Â the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then (i) the Lenders may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time to remove any tenor of such Canadian Benchmark that is unavailable or non--representative for Canadian Benchmark (including Canadian Benchmark Replacement) settings and (ii)Â the Lenders maytenor and (ii)Â if a tenor that was removed pursuant to clause (i) above Â - 29 - Â either (A)Â is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement) or (B)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Lenders may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time to reinstate any such previously removed tenor for Canadian Benchmark (including Canadian Benchmark Replacement) settings. 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2.12.6 Secondary Term CORRA Conversion. Notwithstanding anything to the contrary herein or in any Financing Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i)Â the Canadian Benchmark Replacement described in clause (1)(a)Â of such definition will replace the then-current Canadian Benchmark for all purposes hereunder or under any Financing Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document; and (ii)Â each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Canadian Benchmark shall convert, on the last day of the then-current interest payment period, into a Loan bearing interest at the Canadian Benchmark Replacement described in clause (1)(a) of such definition for the respective Canadian Available Tenor as selected by a Borrower as is available for the then-current Canadian Benchmark; provided that, this SectionÂ 2.12.6 shall not be effective unless the Lenders have delivered to the Borrowers a Term CORRA Notice, and so long as the Lenders have not received, by 5:00 p.m. (Toronto time) on the fifth (5th)Â Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from any Borrower. Â 2.12.7 Credit Spread Adjustment. The Borrowers and the Lenders agree to amend the credit spread adjustment provided for in the definition of â€œCanadian Benchmark Replacementâ€ from time to time to give effect to any evolving or then-prevailing market convention with respect to the applicable credit spread adjustment for Term CORRA or Daily Compounded CORRA, including any applicable recommendations made by the Relevant Canadian Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time. Â 2.12.8 Definitions used in this SectionÂ 2.12. The following terms used in this SectionÂ 2.12 have the meanings set out herein: Â - 30 - â€œCanadian Available Tenorâ€ means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x)Â if the then-current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark that is or may be used for determining the length of an Interest Period or (y)Â otherwise, any payment period for interest calculated with reference to such Canadian Benchmark, as applicable, pursuant to this Agreement as of such date. â€œCanadian Benchmarkâ€ means, initially, CDOR; provided that if a replacement of the Canadian Benchmark has occurred pursuant to this Section titled â€œCanadian Benchmark Replacementâ€, then â€œCanadian Benchmarkâ€ means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate. Any reference to â€œCanadian Benchmarkâ€ shall include, as applicable, the published component used in the calculation thereof. â€œCanadian Benchmark Replacementâ€, means, for any Canadian Available Tenor: Â Â (1) For purposes of SectionÂ 2.12.1, the first alternative set forth below that can be determined by the Lenders: Â Â (a) the sum of: (i)Â Term CORRA and (ii)Â 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-monthâ€™s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-monthsâ€™ duration, or Â Â (b) the sum of: (i)Â Daily Compounded CORRA and (ii)Â 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-monthâ€™s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-monthsâ€™ duration; and Â Â (2) For purposes of SectionÂ 2.12.2, the sum of (a)Â the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Lenders and the Borrowers as the replacement for such Canadian Available Tenor of such Canadian Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Canadian Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time; provided that, if the Canadian Benchmark Replacement as determined pursuant to clause (1) or (2)Â above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œCanadian Benchmark Replacement Conforming Changesâ€ means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œCDORâ€, â€œCanadian Prime Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œInterest Period,â€ timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lenders decide may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Lenders in a manner substantially consistent with market practice (or, if the Lenders decide that adoption of any portion of such market practice is not administratively feasible or if the Lenders determine that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Lenders decide is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). Â - 31 - â€œCanadian Benchmark Transition Eventâ€ means, with respect to any then-current Canadian Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Canadian Benchmark, the regulatory supervisor for the administrator of such Canadian Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark, a resolution authority with jurisdiction over the administrator for such Canadian Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark, announcing or stating that (a)Â such administrator has ceased or will cease on a specified date to provide all Canadian Available Tenors of such Canadian Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark or (b) all Canadian Available Tenors of such Canadian Benchmark are or will no longer be representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored. â€œCORRAâ€ means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). â€œDaily Compounded CORRAâ€ means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Lenders in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Canadian Governmental Body for determining compounded CORRA for business loans; provided that if the Lenders decide that any such convention is not administratively feasible for the Lenders, then the Lenders may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA. â€œRelevant Canadian Governmental Bodyâ€ means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto. Â - 32 - â€œTerm CORRAâ€ means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Canadian Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Lenders in their reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Lenders in their reasonable discretion in a manner substantially consistent with market practice. â€œTerm CORRA Noticeâ€ means the notification by the Lenders to the Borrowers of the occurrence of a Term CORRA Transition Event. â€œTerm CORRA Transition Dateâ€ means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Borrowers, for the replacement of the then-current Canadian Benchmark with the Canadian Benchmark Replacement described in clause (1)(a)Â of such definition, which date shall be at least thirty (30)Â Business Days from the date of the Term CORRA Notice. â€œTerm CORRA Transition Eventâ€ means the determination by the Lenders that (a)Â Term CORRA has been recommended for use by the Relevant Canadian Governmental Body, and is determinable for any Canadian Available Tenor, (b)Â the administration of Term CORRA is administratively feasible for the Lenders and (c)Â a Canadian Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 2.12.1. Â 2.12.5 Canadian Benchmark Unavailability Period. Upon the Borrowersâ€™ receipt of notice of the commencement of a Canadian Benchmark

Unavailability Period, any Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Loans, which are of the Type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, any Borrower will be deemed to have converted any such request into a request for Loans of or conversion to, (i)Â for a Canadian Benchmark Unavailability Period in respect of the Term CORRA Reference Rate, Daily Compounded CORRA Loans, and (ii)Â for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than the Term CORRA Reference Rate, Canadian Prime Rate Loans Â 2.13 Increased Costs; Illegality Â 2.13.1 If any Change in Law shall: Â Â (a) impose, modify or deem applicable any reserve, special deposit, additional capital, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Lender or any of its lenders; or Â Â (b) impose on the Lender or any of its lenders any other condition affecting any cost or charge directly or indirectly incurred by the Lender in connection with a Loan hereunder (including the imposition on the Lender or any of its lenders of, or any Â - 33 - Â change to, any Tax or other charge with respect to its or their CDORCORRA Loans or SOFR Loans or participation therein, or its obligation to make CDORCORRA Loans or SOFR Loans); and the result of any of the foregoing shall be to increase the cost to the Lender of making, continuing, converting to or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered. Â 2.13.2 If the Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the Lenderâ€™s rate of return with respect to the Loans made by the Lender to a level below that which the Lender would have achieved but for such Change in Law prior to the occurrence of such Change in Law, then from time to time the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for any such reduction suffered. Â 2.13.3 A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender as specified in Sections 2.13.1 or 2.13.2 shall be delivered to the Borrowers, and any such certificate shall include a brief description of the Change in Law and a calculation of the amount or amounts necessary to compensate the Lender and shall, absent manifest error, be prima facie evidence of the amount of such compensation. The Borrowers shall pay the Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.13.4 Failure or delay on the part of the Lender to demand compensation pursuant to this SectionÂ 2.13 shall not constitute a waiver of the Lenderâ€™s right to demand such compensation. Â 2.13.5 In the event that the Lender shall have determined (which determination shall be reasonably exercised and shall, absent manifest error, constitute prima facie evidence thereof) at any time that the making or continuance of any Type of Loan has become unlawful or materially restricted as a result of compliance by the Lender in good faith with any Applicable Law, then, in any such event, the Lender shall give prompt notice (by telephone and confirmed in writing) to the Borrowers of such determination. Upon the giving of the notice to the Borrowers referred to in this SectionÂ 2.13.5, the Borrowersâ€™ right to request (by continuation or otherwise), and the Lenderâ€™s obligation to make, Loans of that Type shall be immediately suspended and if the affected Type of Loans are then outstanding, the Borrowers shall immediately, or if permitted by Applicable Law, no later than the date permitted thereby, upon at least one Business Day prior written notice to the Lender, convert each such affected Type of Loan into a Type of Loan that is not so affected. Â - 34 - 2.14 Payments Generally The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest or fees, amounts payable under any of Sections 2.9 or 2.13 or otherwise) prior to 12:00 p.m., Toronto time, on the date when due, in immediately available funds, without set-off or counterclaim except for any deductions or withholdings for any present or future Taxes or similar charges that a Borrower is required to make pursuant to Applicable Law. Any amounts received after such time on any date may, in the discretion of the Lenders, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. The Borrowers shall make payments to the Lenders in accordance with instructions provided by the Lenders to the Borrowers. Â 2.15 Addition of Borrowers Any Borrower may elect from time to time to designate another Subsidiary or a subsidiary of Brookfield Renewable Partners L.P. as a Borrower hereunder subject to delivering to the Lenders a signed accession agreement in the form required by the Lenders and from and after the date of such designation, such Person shall for all purposes be a â€œBorrowerâ€ hereunder. Â 2.16 Withholding Tax. Â 2.16.1 Any and all payments required to be made by or on behalf of the Borrowers under this Agreement will be made free and clear of, and without deduction or withholding for, or on account of, any present or future Taxes or similar charges (collectively, the â€œWithholdingsâ€) unless such Withholdings are required to be made under Applicable Law. If a Borrower is so required to deduct or withhold any Withholdings from any amount payable to any Lender: Â Â (a) The applicable Borrower will remit the Withholdings to the appropriate taxation authority following its deduction or withholding prior to the date on which penalties attach thereto. Â Â (b) Within 30 days after such Withholdings have been remitted, the applicable Borrower will deliver to the applicable Lender evidence satisfactory to such Lender, acting reasonably, that the taxes or charges in respect of which such deduction or withholding was made have been remitted to the appropriate taxation authority. Â 2.16.2 If a payment made to any Lender under this Agreement by any Borrower would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in SectionÂ 1471(b) or 1472(b) of the IRC, as applicable), such Lender shall deliver to such Borrower at the time or times prescribed by law and at such time or times reasonably requested by such Borrower such documentation prescribed by Applicable Law (including as prescribed by SectionÂ 1471(b)(3)(C)(i) of the IRC) and such additional Â - 35 - documentation reasonably requested by such Borrower as may be necessary for it to comply with its obligations under FATCA and to determine that such Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this 2.16.2, â€œFATCAâ€ shall include any amendments made to FATCA after the date of this Agreement. Â 2.16.3 The Borrowers will pay any and all present or future stamp or documentary taxes or any other taxes or arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with Applicable Law. ARTICLE 3 REPRESENTATIONS AND WARRANTIES Each Borrower represents and warrants to the Lenders that: Â 3.1 Organization; Powers It is organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority and holds all requisite licences, permits, approvals and qualifications necessary to carry on its business as presently conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except to the extent that the failure to be so qualified would not have a Material Adverse Effect. Â 3.2 Authorization; Enforceability This Agreement is within its corporate or partnership power and has been authorized by all necessary corporate and other action. This Agreement has been executed and delivered by it and constitute legal, valid and binding obligations of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Laws affecting creditorsâ€™ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Â 3.3 Governmental Approvals; No Conflicts This Agreement, except for matters that, individually or in the aggregate would not result in a Material Adverse Effect, (a)Â does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, (b)Â does not violate any Applicable Law or its constating or organizational documents or any order of any Governmental Authority, (c) does not violate in any material way or result in a default under any indenture, agreement or other instrument binding upon it or any of its assets, or give rise to a right thereunder to require any payment to be made by it, and (d)Â does not result in the creation or imposition of any lien on any of its assets. Â - 36 - 3.4 Financial Information Â 3.4.1 All financial statements delivered to the Lenders pursuant to this Agreement in respect of a Borrower present fairly, in all material respects, the financial position and results of operations and cash flows of such Borrower as of such dates and for such periods of such financial statements, in accordance with GAAP. Â 3.4.2 All

written information (including that disclosed in all financial statements) pertaining to the Borrowers that has been made available to the Lenders by any Borrower or any authorized representative of any Borrower, taken as a whole, was, when furnished, complete and correct in all material respects and did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made. Â 3.5 Litigation There are no actions, suits or proceedings pending or, to any Borrowerâ€™s actual knowledge, threatened against or affecting any Borrower, any of the Subsidiaries or any of their assets that would, if determined adversely, affect the legality or enforceability of this Agreement or have a Material Adverse Effect. Â 3.6 Compliance with Laws and Agreements Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries are in compliance with all Laws applicable to them or their property (including all labour laws) and all indentures, agreements and other instruments binding upon them or their property (including all labour contracts). Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries have not violated or failed to obtain any Authorization necessary to the ownership of their property or assets or the conduct of their businesses. Â 3.7 Taxes The Borrowers and the Subsidiaries have timely filed or caused to be filed all Tax returns and reports required to have been filed and have paid or caused to be paid all Taxes required to have been paid (including all instalments with respect to the current period) and have made adequate provision for Taxes for the current period, except Taxes which individually or in the aggregate would not have a Material Adverse Effect. Â 3.8 Pension Plans All material obligations of the Borrowers and the Subsidiaries (including fiduciary, funding, investment and administration obligations) required to be performed in connection with their pension and benefit plans and the funding agreements therefor have been performed on a timely basis and there are no unfunded or undisclosed liabilities thereunder, except to the extent that the same individually or in aggregate would not result in a Material Adverse Effect. Â - 37 - 3.9 No Order or Judgments There are no orders, judgments, award or decrees outstanding against any Borrower or any Subsidiary, or affecting their assets, that would have a Material Adverse Effect. Â 3.10 Insurance Except for any matters which would individually or in aggregate not have a Material Adverse Effect, all policies of fire, liability, workersâ€™ compensation, casualty, flood, business interruption, third party liability, and other forms of insurance owned or held by the Borrowers and the Subsidiaries provide insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) in each case as are usually insured against in the same general area by companies engaged in the same or a similar business for the assets and operations of the Borrowers and the Subsidiaries (as applicable). Â 3.11 Solvency No Borrower is an â€œinsolvent personâ€ within the meaning of the Bankruptcy and Insolvency Act (Canada) or the United States Bankruptcy Code. Â 3.12 Environmental Matters Neither the property of the Borrowers and the Subsidiaries, nor the operations conducted thereon violate any applicable order of any Governmental Authority made pursuant to Environmental Laws, where such violation would result in remedial obligations having a Material Adverse Effect. Â 3.13 Money Laundering Laws The operations of the Borrowers are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the other applicable money laundering Laws to which they are subject, including the rules and regulations thereunder (collectively, the â€œMoney Laundering Lawsâ€) and no action, suit or proceeding by or before any court or governmental agency, authority or body involving any of them with respect to the Money Laundering Laws is pending, except as disclosed in writing to the Lender or as would not have a Material Adverse Effect. Â 3.14 Office of Foreign Assets Control None of the Borrowers and none of their respective directors, officers, Subsidiaries, or, to their knowledge, employees is (a)Â a person included in the Specially Designated Nationals and Blocked Persons Lists (the â€œOFAC Listsâ€), as published from time to time by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€), or (b)Â currently subject to any U.S. economic sanctions administered by OFAC. Â - 38 - 3.15 Survival of Representations and Warranties The representations and warranties set out in this Article 3 and in any certificate, notice, delivered pursuant to this Agreement will survive the execution and delivery of this Agreement notwithstanding any investigation or examination that may be made by the Lenders. Â 3.16 Deemed Repetition The representations and warranties of the Borrowers contained in this Article 3 will be deemed to be repeated on the date of the delivery of each Borrowing Request and each rollover of a Borrowing as if made on each such date, unless such representations and warranties expressly refer to a different date. ARTICLE 4 CONDITIONS PRECEDENT TO LOANS Â 4.1 Conditions to Borrowings The obligation of the Lenders to make a Loan on the occasion of any Borrowing (including on the occasion of the initial Borrowings hereunder), is subject to the satisfaction of the following conditions: it being understood that the conditions are included for the exclusive benefit of the Lenders and may be waived in writing in whole or in part by the Lenders at any time: Â Â (a) the representations and warranties of the Borrowers set forth in this Agreement shall be true and correct on and as of the date of each such Borrowing, as if made on such date unless such representations and warranties expressly refer to a different date; Â Â (b) at the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing; and Â Â (c) the Lenders shall have received a Borrowing Request in the manner and within the time period required by SectionÂ 2.3. ARTICLE 5 AFFIRMATIVE COVENANTS Until the expiry or termination of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lenders that: Â 5.1 Financial Statements and Other Information The Borrowers will furnish or cause to be furnished to the Lenders: Â 5.1.1 at the request of the Lenders, the most recently prepared unaudited financial statements of any Borrower; Â - 39 - 5.1.2 forthwith after a Responsible Officer of a Borrower learns of the existence of a Default or Event of Default, the certificate of such Borrower, signed by a Responsible Officer, specifying the event which constitutes a Default or Event of Default and the steps being taken to cure such Default or Event of Default; Â 5.1.3 forthwith after a Responsible Officer of a Borrower learns that any representation or warranty is inaccurate in any material respect when made or deemed to have been made, notice thereof; Â 5.1.4 forthwith upon receipt thereof, notice to the Lenders of any action, suit or proceeding affecting any Borrower or any Subsidiary that would, if determined adversely, have a Material Adverse Effect and will, from time to time, furnish the Lenders with such information reasonably required by the Lenders with respect to the status of any such action, suit or proceeding; and Â 5.1.5 such other information as any Lender may from time to time reasonably request. Â 5.2 Existence; Conduct of Business Each Borrower will maintain its existence in good standing and conduct its businesses in a prudent manner. Â 5.3 Timely Payment The Borrowers will make due and timely payment, as provided for herein, of the principal of all Loans, all interest thereon and all fees and other amounts required to be paid hereunder. Â 5.4 Books and Records The Borrowers will at all times keep true and complete financial books and records and accounts in accordance with, to the extent applicable, GAAP. Â 5.5 Compliance with Laws The Borrowers will, and will cause the Subsidiaries to, comply with all Laws applicable to them or their property, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. The Borrowers will not directly or indirectly (a)Â lend or contribute by way of equity the proceeds of the Loans to any Person on the OFAC Lists at the time of such loan or contribution or any Person that is known to the Borrowers as being owned or controlled by a Person on the OFAC Lists at such time, or (b)Â knowingly use or otherwise knowingly make available the proceeds of the Loans to any subsidiary, joint venture partner or other Person in violation of any of the U.S. economic sanctions administered by OFAC. Â 5.6 Insurance The Borrowers will, and will cause the Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to their respective properties and business against such liabilities, casualties, risks and contingencies and in such types (including business interruption insurance and, to the extent available at commercially reasonable rates, flood insurance) and amounts as is customary in the case of Persons engaged in the same or similar businesses, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. Â - 40 - 5.7 Operation of Business The Borrowers will, and will cause the Subsidiaries to, maintain all necessary licences, approvals and permits and manage and operate their businesses in compliance in all material respects with all Applicable Laws, except where a failure to so maintain, manage and operate would not result in a Material Adverse Effect. Â 5.8

Maintenance of Assets The Borrowers will cause their properties and the properties of the Subsidiaries, to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in their judgment may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing will prevent or restrict the sale, abandonment or other disposition of any of such properties or any failure to take any of the foregoing actions where such action or failure would not result in a Material Adverse Effect. Â 5.9 Payment of Taxes The Borrowers will, and will cause the Subsidiaries to, on or before the date for payment thereof, pay all Taxes imposed upon them or upon their assets, the non-payment of which would result in a Material Adverse Effect, except any such Tax that is being contested in good faith and by proper proceedings and as to which appropriate reserves are maintained in accordance with generally accepted accounting principles. Â 5.10 Use of Proceeds The Borrowers will use the proceeds of all Borrowings obtained under the Credit Facility only for the purposes set out in SectionÂ 2.1.2 of this Agreement. ARTICLE 6 NEGATIVE COVENANTS Until the termination or expiry of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lenders that: Â 6.1 Fundamental Changes None of the Borrowers (in each case, a â€œPredecessorâ€) will enter into any transaction whereby all or substantially all of its assets would become the property of any other Person (a Â - 41 - â€œSuccessorâ€) whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale or otherwise, unless: Â Â (a) no Default or Event of Default will have occurred and remain outstanding and such transaction will not result in the occurrence of any Default or Event of Default; and Â Â (b) prior to or contemporaneously with the consummation of such transaction the Predecessor and/or the Successor have executed such instruments and delivered such legal opinions as the Lenders reasonably request in forms acceptable to the Lenders acting reasonably, and done such things as are necessary or advisable to establish that upon the consummation of such transaction; Â Â (i) the Successor will have assumed all the covenants and obligations of the Predecessor under this Agreement; and Â Â (ii) this Agreement will be a valid and binding obligation of the Successor entitling the Lenders, as against the Successor, to exercise all its rights under its Agreement; (whereupon such Successor will become a Borrower hereunder, entitled to exercise every right and power of the Predecessor hereunder with the same effect as if such Successor had been named as a Borrower hereunder, whereupon the Predecessor will be released from all of its covenants and the Obligations). The foregoing will not apply to any transfer of any assets by any Borrower to any other Borrower or any Subsidiary. ARTICLE 7 EVENTS OF DEFAULT Â 7.1 Events of Default If any of the following events (â€œEvents of Defaultâ€) occurs: Â Â (a) the Borrowers fail to pay the Obligations (or any part thereof) on the Maturity Date; Â Â (b) the Borrowers fail to pay other amount owing hereunder when due and such failure continues unremedied for a period of five Business Days after written notice thereof from any Lender; Â Â (c) any representation or warranty made or deemed made by or on behalf of any Borrower hereunder will prove to have been incorrect in any material respect when made or deemed to be made and if such incorrect representation or warranty is not remedied within 15 Business Days after notice thereof from any Lender to the Borrowers; Â - 42 - Â (d) any Borrower fails to observe or perform any other covenant, condition or agreement contained in this Agreement and such failure continues unremedied for a period of 20 Business Days after written notice thereof from any Lender; Â Â (e) any Borrower: Â Â (i) becomes insolvent, or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due, or admits in writing its inability to pay its debts generally, or declares any general moratorium on its indebtedness, or proposes a compromise or arrangement between it and any class of its creditors; Â Â (ii) commits an act of bankruptcy under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law, or makes an assignment of its property for the general benefit of its creditors under such Act or under analogous foreign law, or makes a proposal (or files a notice of its intention to do so) under such Act or under analogous foreign law; Â Â (iii) institutes any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief, under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; Â Â (iv) applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; or Â Â (v) threatens to do any of the foregoing, or takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this SectionÂ 7.1(e) or in SectionÂ 7.1(f), or otherwise acts in furtherance thereof or fails to act in a timely and appropriate manner in defence thereof; Â Â (f) any petition, proposal or notice of intention to file a proposal is filed, application made or other proceeding instituted against or in respect of any Borrower: Â - 43 - Â (i) seeking to adjudicate it an insolvent; Â Â (ii) seeking a receiving order against it under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law; Â Â (iii) seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity; or Â Â (iv) seeking the entry of an order for relief or the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 60 days after the institution thereof; provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the applicable Borrower thereunder in the interim, such grace period will cease to apply, and provided further that if such Borrower files an answer admitting the material allegations of a petition filed against it in any such proceeding, such grace period will cease to apply; Â Â (g) any other event occurs which, under the Laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of Sections 7.1(e) or (f) and, if the event is equivalent to the event referred to in (f)Â (subject to the same provisos), the 60 day grace period will apply as set out in (f); Â Â (h) any one or more judgments for the payment of borrowed money in an aggregate amount in excess of the Specified Threshold Amount is rendered against any Borrower and such Borrower has not (i)Â provided for the discharge of such judgment in accordance with its terms within 30 days from the date of entry thereof, or (ii)Â procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment continues to be stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal; provided that if enforcement and/or realization proceedings or similar process are lawfully Â - 44 - Â commenced in respect thereof in the interim, such grace period will cease to apply; Â Â (i) any property of any Borrower having a fair market value in excess of the Specified Threshold Amount is seized (including by way of execution, attachment, garnishment, levy or distraint) or any lien thereon securing indebtedness is enforced against such property, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of such property, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property, and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution or other seizure or right, continues in effect and is not released or discharged for more than 30 days or such longer period during which entitlement to the use of such property continues with the affected Borrower and the affected Borrower is contesting the same in good faith and by appropriate proceedings,

provided that if the property is removed form the use of the affected Borrower or is sold in the interim, such grace period shall cease to apply; Â Â (j) any Borrower shall fail to pay any principal or premium or interest in respect of any indebtedness for borrowed money in an aggregate amount exceeding the Specified Threshold Amount when the same becomes due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness for borrowed money; or Â Â (k) this Agreement, at any time for any reason, terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of the Borrowers is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Borrower, or any Borrower denies that it has any or any further liability or obligation hereunder or thereunder, or any action or proceeding is commenced to enjoin or restrain the performance or observance by the Borrowers of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, then, and in every such event, and at any time thereafter during the continuance of such event or any other such event, the Lenders may, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i)Â terminate the availability of the Credit Facility, and thereupon the Credit Facility will terminate immediately, and (ii)Â declare all Loans and Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of all Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder, will become due and payable immediately, without presentment, demand, protest or Â - 45 - other notice of any kind except as set forth earlier in this paragraph, all of which are hereby waived by the Borrowers. Â 7.2 Legal Proceedings If any Event of Default occurs, the Lenders may, in their discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrowers authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrowers to the Lenders and proceed to exercise any and all rights and remedies hereunder, and no such remedy for the enforcement of the rights of the Lenders will be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination. Â 7.3 Non-Merger The taking of a judgment or judgments or any other action or dealing whatsoever by any Lender in respect of this Agreement will not operate as a merger of any indebtedness of any Borrower to the Lenders or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Lenders may have in connection with such liabilities and the surrender, cancellation or any other dealings with any security for such liabilities will not release or affect the liability of any Borrower hereunder. ARTICLE 8 SUBORDINATION AND DEPOSITS Â 8.1 Subordination The Lenders hereby agree as follows: Â Â (a) the payment of the Obligations is subordinated and, subject to the right of payment to the extent and in the manner set forth in paragraph (b)Â below, postponed to the repayment in full of all other indebtedness of the Borrowers (or any of them) and all liabilities and obligations of the Borrowers (or any of them) to any holder of such indebtedness of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, whether as principal or surety and whether under a credit agreement, promissory note, guarantee or otherwise (collectively, the â€œSenior Debtâ€), as such Senior Debt may be modified renewed, extended, increased or modified in any way from time to time and including all principal, interest, fees, expenses and other amounts owing from time to time in respect of such Senior Debt; Â Â (b) the Lenders may not receive any payment in respect of any Obligations unless, at the time of such payment, all amounts then due and owing under or in respect of the Senior Debt have been paid in full and no default exists in respect of the Senior Debt or any document evidencing, securing or relating to the Senior Debt; Â - 46 - Â (c) the Lenders shall not accept any mortgage, pledge, hypothec or other charge, lien or encumbrance on any property, asset or undertaking of any Borrower in respect of the Obligations; Â Â (d) the Lenders shall not initiate or prosecute any claim, action or other proceeding challenging the enforceability of any Senior Debt or object to any borrowing under any Senior Debt; Â Â (e) the Lenders agree, at the request of any holder of Senior Debt, to execute and deliver to such holder a confirmation of the subordination provided for herein in the form attached as Exhibit C, but without prejudice to the rights of any holder of Senior Debt that does not request or receive such a confirmation; and Â Â (f) the Borrowers are not restricted from incurring indebtedness or charging their property and undertaking to secure any indebtedness or other obligations. Â 8.2 Deposits Until the Maturity Date, the Lenders or their nominees may from time to time request to place amounts on deposit with a Borrower or its nominee. If a Borrower or its nominee agrees to accept such a deposit, then the parties agree that the terms set out in Exhibit B will govern such deposit and the parties to such arrangement will execute a Deposit Record substantially in the form of Exhibit B. ARTICLE 9 MISCELLANEOUS Â 9.1 Notices Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email in each case to the addressee, as follows: Â 9.1.1 if to the Borrowers: if to Brookfield BRP Holdings (Canada) Inc.: Brookfield BRP Holdings (Canada) Inc.: 73 Front Street Fifth Floor Hamilton, HM 12 Bermuda Attention: â€‡Jane Sheere Email: â€‡â€‡â€‡â€‡jane.sheere@brookfield.com Â - 47 - 9.1.2 if to the Lenders: if to BEP Subco Inc.: BEP Subco Inc. 181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3 Attention: â€‡â€‡Jennifer Mazin Email:â€‡â€‡â€‡â€‡â€‡â€‡ Jennifer.Mazin@brookfield.comjennifer.mazin@brookfield.com Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement will be deemed to have been given on the date of receipt. Â 9.2 Waivers No failure or delay by the Lenders in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. Any waiver of any provision of this Agreement or consent to any departure by the Borrowers therefrom will be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of any Loan will not be construed as a waiver of any Default, regardless of whether any Lender may have had notice or knowledge of such Default at the time. Â 9.3 Expenses; Indemnity Â 9.3.1 The Borrowers will pay all reasonable out-of-pocket expenses incurred by the Lenders, including the reasonable fees, charges and disbursements of external counsel for the Lenders in connection with the negotiation and preparation of this Agreement (whether or not the transactions contemplated hereby or thereby will be consummated), the management and administration of Loans and this Agreement (whether or not any Borrowings are made hereunder), any amendments, modifications or waivers of the provisions of this Agreement, and the collection, enforcement or protection of the Lendersâ€™ rights in connection with this Agreement, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Credit Facility and the Loans. Â - 48 - 9.3.2 Each Borrower will indemnify each Lender, its directors, officers and employees (each such Person including the directors, officers and employees herein referred to as an â€œIndemniteeâ€) against, and hold each Indemnitee harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind asserted by third parties, and all reasonable out-of-pocket expenses to which any Indemnitee may become subject arising out of or in connection with (a)Â the execution or delivery by the Lenders of this Agreement or any agreement or instrument contemplated hereby, the performance by the Lenders of their obligations hereunder and the consummation of the transactions contemplated hereunder, (b)Â any Loan or any actual or proposed use of the proceeds therefrom, (c)Â any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, (d)Â any other aspect of this Agreement, and (e)Â the enforcement of any Indemniteeâ€™s rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, wilful misconduct or wilful material breach of

this Agreement by such Indemnitee. Â 9.4 Currency Indemnity If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Financing Document, it becomes necessary to convert into the currency of such jurisdiction (the â€œJudgment Currencyâ€) any amount due under this Agreement or under any other Financing Document in any currency other than the Judgment Currency (the â€œCurrency Dueâ€), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose â€œrate of exchangeâ€ means the rate at which the Lenders are able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with their normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by any Lender of the amount due, the Borrowers will, on the date of receipt by such Lender, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by such Lender on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Lender is the amount then due under this Agreement or such other Financing Document in the Currency Due. If the amount of the Currency Due which a Lender is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrowers shall indemnify and save each Lender harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Financing Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Financing Document or under any judgment or order. Â - 49 - 9.5 Successors and Assigns and Additions of Lenders Â 9.5.1 The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may, without the prior written consent of the Lenders, assign or otherwise transfer any of its rights or obligations hereunder to any Person other than a Successor pursuant to a transaction that is completed in compliance with SectionÂ 6.1. Â 9.5.2 A Lender may assign to one or more assignees all or any portion of its rights and obligations under this Agreement at any time upon giving the Borrowers written notice thereof. Â 9.5.3 Any Lender may at any time and from time to time add any Person as a Lender hereunder by delivering written notice of such designation to the Borrowers. From and after the delivery of any such written notice by any Lender, each Person that is so designated as a Lender hereunder will be entitled to all rights and benefits of this Agreement and be jointly and severally liable with each other Lender hereunder for the obligations of the Lenders hereunder. The Lenders may designate and appoint one or more of the Lenders or any other Person as their agents under this Agreement for the purposes of receiving all notices and requests to be issued, giving all consents and approvals and receiving all payments to be made to the Lenders hereunder and the Borrowers will be entitled to rely on any such designation and appointment and will be deemed to have discharged their obligations hereunder if such notices and requests are delivered, consents and approvals are obtained and payments are made in accordance with such designations and appointments. Â 9.6 Agreement between Lenders The Lenders agree that, unless they agree otherwise as between themselves with respect to any Loans or any of their obligations hereunder, the following provisions shall apply to govern their respective rights and obligations as between each other: Â Â (a) all Loans will be advanced by the Lenders equally, with each of the Lenders advancing its pro rata share of each Loan requested by the Borrowers hereunder; Â Â (b) notwithstanding SectionÂ 9.6(a), each of the Lenders will be jointly and severally liable to the Borrowers for the obligations of the Lenders to advance Loans to the Borrowers hereunder; Â Â (c) all payments received by the Lenders (or any of them) in respect of the Obligations (whether from the Borrowers, by the exercise of remedies, by set-off or otherwise) will be applied in the following order of priority: Â Â (i) first, to reimburse the Lenders for all unreimbursed expenses and costs incurred by them and indemnification amounts owing to them, with each Lender receiving its pro rata share based on the aggregate of such amounts owing to it; Â - 50 - Â (ii) second, to pay all accrued but unpaid interest and breakage costs owing to the Lenders, on a pro rata basis based on the respective amounts owing to them; Â Â (iii) third, to pay all principal owing to the Lenders, on a pro rata basis based on the respective amounts of principal owing to them; and Â Â (iv) fourth, to pay any other Obligations owing to the Lenders, on a pro rata basis based on their share of such Obligations; and Â Â (d) all decisions will be made by the Lenders unanimously. Â 9.7 Amendment and Restatement This Agreement amends and restates the Existing Credit Agreement in its entirety on the terms and subject to the conditions set forth herein and shall not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence payment of all or any of such obligations or liabilities. All â€œObligationsâ€ (as defined in the Existing Credit Agreement) that were outstanding under the Existing Credit Agreement shall be deemed to be Obligations hereunder. Â 9.8 Survival All covenants, agreements, representations and warranties made by the Borrowers herein will be considered to have been relied upon by the Lenders and will survive the execution and delivery of this Agreement and the making of any Loans, and all such covenants and agreements will continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Credit Facility has not expired or been terminated other than these amounts claimed or capable of being claimed under sections of this Agreement which by the terms of this Agreement, survive termination of this Agreement. Sections 2.9, 9.3 and 9.8 will survive and remain in full force and effect, regardless of the repayment of the Obligations or the expiration or termination of the Credit Facility or this Agreement or any provision hereof. Â 9.9 Counterparts; Integration; Effectiveness This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Lenders, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement will become effective when it will have been executed by the Lenders and when the Lenders will have received the counterpart hereof which, when taken together, bears the Borrowersâ€™ signatures, and thereafter will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed original counterpart of a signature page of this Agreement by facsimile will be as effective as delivery of a manually executed original counterpart of this Agreement. Â - 51 - 9.10 Severability Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. Â 9.11 Right of Set Off If an Event of Default will have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Borrower against any of and all of the obligations of the Borrowers under this Agreement held by such Lender, irrespective of whether or not such Lender will have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lenders under this section are in addition to other rights and remedies (including other rights of set off) which the Lenders may have. Â 9.12 Governing Law; Jurisdiction This Agreement will be construed in accordance with and governed by the Laws of the Province of Ontario. Each of the Borrowers hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the Province of Ontario. Â 9.13 Waiver of Jury Trial Each party hereto waives, to the fullest extent permitted by Applicable Law, any right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. Â 9.14 Headings Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. Â 9.15 Limited Recourse Recourse under this Agreement against each Borrower will be limited to the property and assets of such Borrower, and this Agreement will not be personally binding upon, and resort will not be had to,

nor will recourse or satisfaction be sought from the private property of, any of the limited partners, unitholders or securityholders of such Borrower (unless such Person is also a Borrower hereunder). Â - 52 - IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written. Â BROOKFIELD BRP HOLDINGS (CANADA) INC. Per: Â Â Â Name: Â Title: BEP SUBCO INC. Per: Â Â Â Name: Â Title: A&R Subordinated Credit Agreement â€“ BRPHC / BEP Subco EXHIBIT A FORM OF BORROWING REQUEST Date: âˆ Ž The undersigned, Brookfield BRP Holdings (Canada) Inc. (the â€œBorrowerâ€), refers to the Amended and Restated Subordinate Credit Agreement made effective as of DecemberÂ 31, 2023, between the undersigned, as a Borrower, and BEP Subco Inc. and the other Persons party thereto as lenders, as Lenders (as amended, supplemented, restated and assigned from time to time, the â€œCredit Agreementâ€). Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Credit Agreement. The Borrowers hereby gives you notice pursuant to Sections 2.3 of the Credit Agreement that it requests a Borrowing under the Credit Agreement as follows: Â (A) Amount and Interest Period: a âˆ Ž SOFR Loan in the amount of [$/Cdn$]âˆ Ž and with an Interest Period of âˆ Ž months / a CORRA Loan in the amount of Cdn$âˆ Ž and with an Interest Period of âˆ Ž months / a U.S. Base Rate Loan in the amount of $âˆ Ž / a Canadian Prime Rate Loan in the amount of Cdn$âˆ Ž. Â (B) Date of Borrowing: âˆ Ž Â (C) Account of the Borrower to which the funds are to be disbursed: âˆ Ž (D) The undersigned confirms having read the provisions of the Credit Agreement which are relevant to the furnishing of this Borrowing Request. The undersigned confirms that the Borrowers have complied with all conditions precedent for the requested Borrowing. The Borrower hereby certifies that the representations and warranties of the Borrowers set forth in the Credit Agreement are true and correct on and as of the date hereof as if made as of the date hereof, and that no Default or Event of Default exists. Â BROOKFIELD BRP HOLDINGS (CANADA) INC. Per: Â Â Â Name: Â Title: EXHIBIT B FORM OF DEPOSIT RECORD Â âˆ Ž, 20âˆ Ž Â Â Toronto Â Â Â Â FOR VALUE RECEIVED, âˆ Ž (â€œDepositeeâ€), having its principal office at âˆ Ž, promises to pay on demand to the order of âˆ Ž (â€œDepositorâ€), having its principal office at âˆ Ž, the Principal Amounts (as defined below) as the Depositor may from time to time advance to the Depositee, together with interest from the date hereof at the Interest Rate (as defined below), calculated and compounded monthly, both before and after maturity, default and judgment and until actual payment, with interest on overdue interest at the same rate. WHEREAS, the Depositor may make deposits with the Depositee from time to time (each a â€œDepositâ€); NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows: WHEN USED HEREIN, the following capitalized terms will have the following meanings: â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to Term SOFR for such calculation plus 0.10%Â per annum. â€œBusiness Dayâ€ means any day except a Saturday, Sunday or other day on which commercial banks in New York City or Toronto, Canada are authorized or required by law to close and, in connection with Term SOFR, is also not a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. â€œDeposit Dateâ€ will be the date of each advance under this Note. â€œDepositsâ€ mean, collectively, all Deposits advanced by the Depositor to the Depositee from time to time. â€œEvents of Defaultâ€ means the occurrence of any of the following, each of which will constitute an Event of Default under this Note: Â (a) i. Failure to make any payment of interest or principal on this Note when due, or failure to pay the principal balance of this Note on demand; or Â Â (b) ii. Failure to pay any other amount payable pursuant to this Note when due and payable in accordance with the provisions hereof, with such failure continuing for ten (10)Â Business Days after Depositor delivers written notice thereof to Depositee; or Â Â (c) iii. Any default in the performance of the obligations pursuant to SectionÂ 3; or Â Â (d) iv. Any insolvency or bankruptcy of Depositee. â€œGovernmental Authorityâ€ will mean any nation or government, any federal, state, provincial, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government. â€œInterest Rateâ€ means, with respect to any calendar month, a rate equal to the Adjusted Term SOFR for one month + 0.70%Â per annum as determined on the Deposit Date and thereafter on the first day of such calendar month, noting that such rate may be revised so as to reflect market terms prior to any deposit being made, based on the deposit rates of at least two commercial banks. â€œMaterial Adverse Effectâ€ will mean any event or condition that has a material adverse effect on the ability of Depositee to repay the principal and interest of the Obligations as they become due. â€œNoteâ€ means this Deposit Record and â€œNotesâ€ means, collectively, all such Deposit Records evidencing Deposits advanced by Depositor to Depositee from time to time. â€œObligationsâ€ will mean all obligations, liabilities and indebtedness of every nature of Depositee from time to time owing to Depositor under or in connection with this Note and the Deposits (including all Principal Amounts and all interest accrued thereon). â€œPayment Datesâ€ will be âˆ Ž and âˆ Ž in each calendar year, commencing on âˆ Ž. â€œPersonâ€ will mean an individual, a corporation, a partnership, an association, a trust, a limited liability company or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. â€œPrincipal Amountâ€ will mean, with respect to any Deposit, the principal amount of such Deposit. â€œRequirements of Lawâ€ will mean, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject. Â - 2 - â€œTerm SOFRâ€ means, for the applicable tenor of one month, the forward looking rate based on SOFR (the â€œTerm SOFR Reference Rateâ€) on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2)Â Business Days prior to the first day of the applicable month, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Term SOFR Determination Day, provided, that if Term SOFR determined as provided above shall ever be less than zero, then Term SOFR shall be deemed to be zero. â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Depositor in its reasonable discretion). 1. The Obligations will be due and payable in lawful money of the United States of America as follows: a. On each Payment Date until this Note is paid in full on demand, Depositee will pay to Depositor all interest then accrued on each Principal Amount at the Interest Rate. Depositee may request, and Depositor may, in its sole discretion, agree that any interest payable by Depositee under this Note will continue to accrue until such date as Depositor may agree to. b. On demand, but in any event, no later than âˆ Ž, Depositee will pay to Depositor the Obligations then outstanding. c. Amounts due on this Note will be payable, without any counterclaim, setoff or deduction whatsoever except for any withholding taxes that Depositee is required to withhold at law, at the office of Depositor or its agent or designee at the address set forth in the first paragraph of this Note or at such other place as Depositor or its agent or designee may from time to time designate in writing. d. Depositee acknowledges that the actual recording of amounts advanced and amounts paid on the attached grid schedule shall, in the absence of manifest error, be prima facie evidence of the same; provided that the failure of Depositor to record the same on the grid schedule shall not affect the obligation of the undersigned to pay or repay the amounts advanced by Depositor, together with interest thereon at the Interest Rate. Â - 3 - 2. In order to induce Depositor to make the Deposits, Depositee makes the following representations and warranties as of each Deposit Date. Such representations and warranties, will survive the effectiveness of this Note, the execution and delivery hereof and the making of the Deposits. a. Depositee (i)Â is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii)Â is duly authorized and qualified to do business and is in good standing under the laws of each jurisdiction where such qualification is required, except where the failure to be so qualified and in good standing would not result in a Material Adverse Effect, and (iii)Â has all powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or as it

is presently proposed to be conducted except where the failure to have the same would not result in a Material Adverse Effect. b. Depositee has the power and authority to execute, deliver and carry out the terms and provisions of this Note and has taken all necessary action to authorize the execution and delivery on behalf of Depositee and the performance by Depositee hereof. Depositee has duly executed and delivered this Note and this Note constitutes the legal, valid and binding obligation of Depositee, enforceable against Depositee in accordance with its terms. c. Neither the execution, delivery or performance by Depositee of this Note, nor compliance by Depositee with the terms and provisions hereof, nor the consummation of the transactions contemplated hereby, (i)Â will contravene any applicable provision of any material law, statute, rule, regulation, order, writ, injunction or decree of any court or governmental instrumentality that is binding on Depositee or its property, or (ii)Â will conflict, in any material respect, with or result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a material default under, any agreement to which Depositee is a party or by which it or any of its assets is bound. 3. Depositee covenants and agrees that so long as the Deposits are outstanding and until payment in full of all of the Obligations, unless Depositor will otherwise give prior written consent: a. Depositee will at all times maintain its existence and preserve and keep in full force and effect its rights and franchises material to its businesses, except where the loss or termination of such rights and franchises would not have a Material Adverse Effect;. Â - 4 - b. Depositee will remain qualified to do business and maintain its good standing in each jurisdiction in which the nature of its business and the ownership of its property requires it to be so qualified and in good standing, except where noncompliance would not have a Material Adverse Effect; and c. Depositee will comply with all Requirements of Law, except where noncompliance would not have a Material Adverse Effect. 4. Depositee may prepay the Principal Amount of any Deposit in full or in part at any time together with all interest accrued on such prepaid amount. 5. If Depositee defaults in the payment of any payment that is due on any Payment Date (or such later date as Depositor has agreed pursuant to section 1(a) that such installment is due), then Depositee will pay to Depositor a late payment charge in an amount equal to five percent (5%)Â of the amount of the installment not paid as aforesaid. Said late charge payments, if payable, will be payable without notice or demand by Depositor, and are independent of and have no effect upon the rights of Depositor under paragraph 1 above. 6. This Note will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. 7. Depositee will execute and acknowledge (or cause to be executed and acknowledged) and deliver to Depositor all documents, and take all actions, reasonably required by Depositor from time to time to confirm the rights created or now or hereafter intended to be created under this Note, to protect and further the validity and enforceability of this Note, or to otherwise carry out the purposes of the Note and the transactions contemplated hereunder; provided, however, that no such further actions, assurances and confirmations will increase Depositeeâ€™s obligations under this Note. 8. No modification, amendment, extension, discharge, termination or waiver (a â€œModificationâ€) of this Note or any provision thereof, nor consent to any departure by Depositee therefrom, will in any event be effective unless the same will be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent will be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly agreed to by Depositor in writing, no Modification will entitle Depositee to any other or future Modification, whether in the same, similar or other circumstances. Depositor does not hereby agree to, nor does the Depositor hereby commit itself to, enter into any Modification. IN WITNESS WHEREOF, Depositee has caused this Note to be executed and delivered as of the day and year first above written. Â - 5 - âˆŽ Â By: Â Â Â Name: Â Title: Â - 6 - Currency:â€ƒâ€ƒâ€ƒâ€ƒâ€ƒUS Dollars Â DATE Â Â DEPOSIT NUMBER Â Â ADVANCES Â Â INTERESTRATE Â Â PRINCIPALPAYMENTS Â Â UNPAIDBALANCE Â Â NOTATIONMADE BY â€ƒ Â Â 1 Â â€ƒ Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â

all the provisions of the Credit Agreement and this agreement were contained in one instrument. For greater certainty, this agreement shall constitute a Financing Document under the Credit Agreement. Â 7. Ratification Except as amended hereby, the Credit Agreement and all of its terms, conditions and obligations are ratified and confirmed. Â 8. Headings The headings of the sections of this agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this agreement. Â 9. Governing Law The parties agree that this agreement will be governed by and construed and interpreted in accordance with the laws of the Province of Ontario. 10. Counterparts This agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed original counterpart of a signature page of this agreement by facsimile or electronic pdf will be as effective as delivery of a manually executed original counterpart of this agreement. [Signature Page Follows] IN WITNESS WHEREOF the parties hereto have executed this agreement. Â BEP SUBCO INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â BROOKFIELD BRP HOLDINGS (CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Â [Signature Page â€“ 1st Amendment of ARCA (BEP Subco / BRPHC)] SCHEDULE A AMENDMENTS TO CREDIT AGREEMENT See Attached. Execution Version AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT between BEP SUBCO INC. as Borrower and BROOKFIELD BRP HOLDINGS (CANADA) INC. as Lender Effective as of DecemberÂ 31, 2023 as amended by a first amending agreement dated JuneÂ 1, 2024 TABLE OF CONTENTS Â Â Â Â Â Â Page Â ARTICLE 1 DEFINITIONS Â Â Â 1 Â 1.1 Â Defined Terms Â Â Â 1 Â 1.2 Â Terms Generally Â Â Â 1319 Â 1.3 Â Accounting Terms; GAAP Â Â Â 1319 Â 1.4 Â Time Â Â Â 1319 Â 1.5 Â Borrowers Jointly and Severally Liable Â Â Â 1319 Â 1.6 Â Borrowers Bound by Delivered Certificates and Notices Â Â Â 1420 Â 1.7 Â Currency Equivalents Â Â Â 1420 Â 1.8 Â Amount of Credit Â Â Â 1420 Â 1.9 Â Divisions Â Â Â 1420 Â 1.10 Â Schedules;, Exhibits Â Â Â 1520 Â ARTICLE 2 THE CREDIT FACILITY Â Â Â 1521 Â 2.1 Â Establishment of Credit Facility Â Â Â 1521 Â 2.2 Â Loans and Borrowings Â Â Â 1521 Â 2.3 Â Requests for Borrowings Â Â Â 1521 Â 2.4 Â Interest Â Â Â 1622 Â 2.5 Â Evidence of Debt Â Â Â 1824 Â 2.6 Â Termination and Reduction by Lender of Credit Commitment Â Â Â 1824 Â 2.7 Â Mandatory Repayments of Excess Drawn Amounts Â Â Â 1925 Â 2.8 Â Voluntary Prepayments and Cancellation Â Â Â 1925 Â 2.9 Â Breakage Costs Â Â Â 1925 Â 2.10 Â Alternate Rate of Interest Â Â Â 2026 Â 2.11 Â Benchmark Replacement Â Â Â 2026 Â 2.12 Â Canadian Benchmark Replacement Â Â Â 2228 Â 2.13 Â Increased Costs; Illegality Â Â Â 2633 Â 2.14 Â Payments Generally Â Â Â 2735 Â 2.15 Â Addition of Borrowers Â Â Â 2835 Â 2.16 Â Withholding Tax Â Â Â 2835 Â ARTICLE 3 REPRESENTATIONS AND WARRANTIES Â Â Â 2936 Â 3.1 Â Organization; Powers Â Â Â 2936 Â 3.2 Â Authorization; Enforceability Â Â Â 2936 Â 3.3 Â Governmental Approvals; No Conflicts Â Â Â 2936 Â 3.4 Â Financial Information Â Â Â 2937 Â 3.5 Â Litigation Â Â Â 3037 Â 3.6 Â Compliance with Laws and Agreements Â Â Â 3037 Â 3.7 Â Taxes Â Â Â 3037 Â 3.8 Â Pension Plans Â Â Â 3037 Â 3.9 Â No Order or Judgments Â Â Â 3038 Â 3.10 Â Insurance Â Â Â 3038 Â 3.11 Â Solvency Â Â Â 3138 Â 3.12 Â Environmental Matters Â Â Â 3138 Â 3.13 Â Money Laundering Laws Â Â Â 3138 Â 3.14 Â Office of Foreign Assets Control Â Â Â 3138 Â 3.15 Â Survival of Representations and Warranties Â Â Â 3139 Â 3.16 Â Deemed Repetition Â Â Â 3139 Â ARTICLE 4 CONDITIONS PRECEDENT TO LOANS Â Â Â 3239 Â 4.1 Â Conditions to Borrowings Â Â Â 3239 Â ARTICLE 5 AFFIRMATIVE COVENANTS Â Â Â 3239 Â 5.1 Â Financial Statements and Other Information Â Â Â 3239 Â 5.2 Â Existence; Conduct of Business Â Â Â 3340 Â 5.3 Â Timely Payment Â Â Â 3340 Â 5.4 Â Books and Records Â Â Â 3340 Â 5.5 Â Compliance with Laws Â Â Â 3340 Â 5.6 Â Insurance Â Â Â 3340 Â 5.7 Â Operation of Business Â Â Â 3341 Â 5.8 Â Maintenance of Assets Â Â Â 3441 Â 5.9 Â Payment of Taxes Â Â Â 3441 Â 5.10 Â Use of Proceeds Â Â Â 3441 Â ARTICLE 6 NEGATIVE COVENANTS Â Â Â 3441 Â 6.1 Â Fundamental Changes Â Â Â 3441 Â ARTICLE 7 EVENTS OF DEFAULT Â Â Â 3542 Â 7.1 Â Events of Default Â Â Â 3542 Â 7.2 Â Legal Proceedings Â Â Â 3846 Â 7.3 Â Non-Merger Â Â Â 3846 Â ARTICLE 8 SUBORDINATION AND DEPOSITS Â Â Â 3946 Â 8.1 Â Subordination Â Â Â 3946 Â 8.2 Â Deposits Â Â Â 3947 Â ARTICLE 9 MISCELLANEOUS Â Â Â 4047 Â 9.1 Â Notices Â Â Â 4047 Â 9.2 Â Waivers Â Â Â 47 Â 9.3 Â Expenses; Indemnity Â Â Â 4147 Â 9.4 Â Currency Indemnity Â Â Â 48 Â 9.5 Â Successors and Assigns and Additions of Lenders Â Â Â 4248 Â 9.6 Â Agreement between Lenders Â Â Â 48 Â 9.7 Â Amendments Â Â Â 4348 Â 9.8 Â Amendment and Restatement Â Â Â 4449 Â 9.9 Â Survival Â Â Â 4450 Â 9.10 Â Counterparts; Integration; Effectiveness Â Â Â 4450 Â 9.11 Â Severability Â Â Â 4451 Â 9.12 Â Right of Set Off Â Â Â 4551 Â 9.13 Â Governing Law; Jurisdiction Â Â Â 4552 Â Â - ii - 9.14 Â Waiver of Jury Trial Â Â Â 4552 Â 9.15 Â Headings Â Â Â 4552 Â 9.16 Â Limited Recourse Â Â Â 4552 Â Exhibit A FORM OF BORROWING REQUEST Exhibit B FORM OF DEPOSIT RECORD Exhibit C FORM OF CONFIRMATION OF SUBORDINATION Â - iii - AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT THIS AMENDED AND RESTATED SUBORDINATE CREDIT AGREEMENT is made effective as of DecemberÂ 31, 2023, and is entered into between BEP Subco Inc., as the initial Borrower, such Persons as become Borrowers hereunder from time to time, and Brookfield BRP Holdings (Canada) Inc., as Lender. The parties hereto agree as follows: ARTICLE 1 DEFINITIONS Â 1.1 Defined Terms As used in this Agreement, the following terms have the meanings specified below: â€œAdjusted Daily Compounded CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Daily Compounded CORRA for such calculation plus (b)Â the Daily Compounded CORRA Adjustment. â€œAdjusted Term CORRAâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term CORRA for such calculation plus (b)Â the Term CORRA Adjustment. â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to (a)Â Term SOFR for such calculation plus (b)Â the Term SOFR Adjustment. â€œAgreementâ€ means this amended and restated subordinate credit agreement and all schedules and exhibits attached hereto, as amended, restated or supplemented from time to time. â€œApplicable Lawâ€ means, in respect of any Person, property, transaction, event or other matter, as applicable, all Laws relating or applicable to such Person, property, transaction, event or matter. â€œApplicable Marginâ€ means, with respect to any Loan, the applicable rate per annum, expressed as a percentage, set forth in the relevant row of the table below: Â Type of Loan ApplicableÂ Margin Canadian Prime Rate Loan Â 0.80 % U.S. Base Rate Loan Â 0.80 % CDOR CORRA Loan Â 1.80 % SOFR Loan Â 1.80 % â€œAuthorizationâ€ means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person and legally binding on such Person. â€œAvailable Amountâ€ means the amount of the Credit Facility as set out in SectionÂ 2.1 as reduced from time to time in accordance with the provisions of this Agreement. â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a)Â if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b)Â otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including any tenor for such Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to SectionÂ 2.11.22.11.4. â€œBenchmarkâ€ means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, as applicable, then â€œBenchmarkâ€ means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to SectionÂ 2.11.1. â€œBenchmark Replacementâ€ means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Lender on the applicable Benchmark Replacement Date: Â Â (a) the sum of: (i)Â Daily Simple SOFR and (ii)Â the related Benchmark Replacement Adjustment; or Â Â (b) the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B)Â any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (ii)Â the related Benchmark Replacement Adjustment.; If the Benchmark Replacement as determined pursuant to

clause (a)Â or (b)Â above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œBenchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then current Benchmark with an Unadjusted Benchmark Replacement: Â Â (a) for purposes of clause (a)Â of the definition of â€œBenchmark Replacement,â€ the first alternative set forth in the order below that can be determined by the Lender: (i) Â - 2 - Â the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the time that such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; or (ii)Â the spread adjustment (which may be a positive or negative value or zero) as of the time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and Â Â (b) for purposes of clause (b)Â of the definition of â€œBenchmark Replacement,â€ the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (i)Â any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities. â€œBenchmark Replacement Conforming Changesâ€ means, with respect to the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œU.S. Base Rate,â€ , the definition of â€œBusiness Day,â€ , the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Lender decides, in consultation with the Borrowers, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides, in consultation with the Borrowers, is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œBenchmark Replacement Dateâ€ means the earliest to occur of the following events with respect to the then-current Benchmark: Â Â (a) in the case of clause (a)Â or (b)Â of the definition of â€œBenchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information Â - 3 - Â referenced therein and (ii)Â the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); and Â Â (b) in the case of clause (c)Â of the definition of â€œBenchmark Transition Event,â€ the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date. Notwithstanding anything herein to the contrary, the â€œBenchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b)Â with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); Â Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the Â - 4 - Â calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks. Notwithstanding anything herein to the contrary, a â€œBenchmark Transition Eventâ€ will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof). â€œBenchmark Unavailability Periodâ€ means, the period (if any) (a)Â beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11 and (b)Â ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.11. â€œBorrowersâ€ means, collectively, BEP Subco Inc. and each Person that agrees to be bound hereunder as a Borrower hereunder pursuant to SectionÂ 2.15. â€œBorrowingâ€ means any availment of the Credit Facility and includes a rollover or conversion of any outstanding Loan. â€œBorrowing Requestâ€ means a request by any Borrower for a Borrowing pursuant to SectionÂ 2.3. â€œBusiness Dayâ€ means any day that is not a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario or New York, New York are authorized or required by Applicable Law to remain closed and, (a)Â in the case of any SOFR Loan, is also not a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities and (b)Â for the limited purpose of calculating Term CORRA or Daily Compounded CORRA in respect of any CORRA Loan, â€œBusiness Dayâ€ shall only include any day that is not a Saturday, Sunday or any day on which commercial banks are authorized by Applicable Law or required to close in Toronto, Ontario. â€œCanadian Available Tenorâ€ means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (a)Â if the then current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b)Â otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of Â - 5 - interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of â€œInterest Periodâ€ pursuant to Section 2.12.4. â€œCanadian

Benchmarkâ€ means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Canadian Benchmark, then â€œCanadian Benchmarkâ€ means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12.1. â€œCanadian Benchmark Replacementâ€ means, with respect to any Canadian Benchmark Transition Event: Â Â (a) where a Canadian Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and Â Â (b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i)Â the alternate benchmark rate that has been selected by the Lender and the Borrowers giving due consideration to (A)Â any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Canadian Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii)Â the related Canadian Benchmark Replacement Adjustment. If the Canadian Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œ Canadian Benchmark Replacement Adjustmentâ€ means, with respect to any replacement of the then-current Canadian Benchmark with a Canadian Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and the Borrowers giving due consideration to (a)Â any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Unadjusted Benchmark Replacement by the Relevant Canadian Governmental Body or (b)Â any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Canadian Benchmark with the applicable Canadian Â - 6 - Unadjusted Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time. â€œ Canadian Benchmark Replacement Conforming Changesâ€ means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œCanadian Prime Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œInterest Periodâ€ or any similar or analogous definition (or the addition of a concept of â€œinterest periodâ€), timing and frequency of determining rates and making payments of interest, timing of Borrowings or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of SectionÂ 2.12 and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œCanadian Benchmark Replacement Dateâ€ means, the earliest to occur of the following events with respect to the then-current Canadian Benchmark: Â Â (a) in the case of clause (a)Â or (b)Â of the definition of â€œCanadian Benchmark Transition Event,â€ the later of (i)Â the date of the public statement or publication of information referenced therein and (ii)Â the date on which the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof); or Â Â (b) in the case of clause (c)Â of the definition of â€œCanadian Benchmark Transition Event,â€ the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)Â and even if any Canadian Available Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date. For the avoidance of doubt, the â€œCanadian Benchmark Replacement Dateâ€ will be deemed to have occurred in the case of clause (a)Â or (b)Â with respect to any Canadian Benchmark upon the occurrence of the applicable event or events set Â - 7 - forth therein with respect to all then-current Canadian Available Tenors of such Canadian Benchmark (or the published component used in the calculation thereof). â€œCanadian Benchmark Transition Eventâ€ means the occurrence of one or more of the following events with respect to the then-current Canadian Benchmark: Â Â (a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); Â Â (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark (or such component thereof); or Â Â (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Canadian Available Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative. For the avoidance of doubt, a â€œCanadian Benchmark Transition Eventâ€ will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Canadian Available Tenor of such Canadian Benchmark (or the published component used in the calculation thereof). â€œCanadian Benchmark Unavailability Periodâ€ means, the period (if any) (a)Â beginning at the time that a Canadian Benchmark Replacement Date has occurred Â - 8 - if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12 and (b)Â ending at the time that a Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Financing Document in accordance with SectionÂ 2.12. â€œCanadian Dollarsâ€ and â€œCdn$â€ refer to lawful money of Canada. â€œCanadian Prime Borrowingâ€ means a Borrowing comprised of one or more Canadian Prime Rate Loans. â€œCanadian Prime Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by the Canadian Reference Lender and in effect as its prime rate at its principal office in Toronto, Ontario on such day for determining interest rates on Canadian Dollar-denominated commercial loans in Canada, and (b)Â the annual rate ofAdjusted Term CORRA for an interest equal to the sumperiod of the one- (1)Â month CDOR in effect on such day plus 1.0%Â per annum. If the Canadian Prime Rate is less than the Floor, it shall be deemed to be the Floor hereunder. â€œCanadian Prime Rate Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon the Canadian Prime Rate. â€œCanadian Reference Lenderâ€ means such bank that is listed on Schedule I of the Bank Act (Canada) that is selected by the Lenders by giving written notice thereof to the Borrowers. â€œCDORâ€ means with respect to a CDOR Loan, the rate per annum equal to the average per annum rate applicable to Canadian Dollar bankersâ€™ acceptances having an identical or comparable term as the proposed CDOR

Loan displayed and identified as such on the CDOR Page of RBSL, rounded to the nearest 1/100th of 1% (with .005% being rounded up), at approximately 10:00 a.m. (Toronto time) on the first day of the Interest Period for such CDOR Loan, with a term equivalent to the Interest Period of such CDOR Loan or if such Interest Period is not equal to a number of months, with a term equivalent to the number of months closest to such Interest Period, plus 0.10%; provided that if such rate does not appear on the CDOR Page of RBSL on such date as contemplated, then the CDOR on such date shall be calculated as the rate for the term referred to above applicable to Canadian Dollar bankersâ€™ acceptances quoted by the Canadian Reference Lender as of 10:00 a.m. (Toronto time) on such date or, if such date is not a Business Day, then on the immediately preceding Business Day, plus 0.10%. If no CDOR is available for a particular Interest Period but CDORs are available for maturities both longer and shorter than such Interest Period, then the CDOR for such Interest Period shall be the CDOR Interpolated Rate plus 0.10%. If CDOR is less than the Floor at any time, it shall be deemed to be the Floor hereunder. Â - 9 - â€œCDOR Borrowingâ€ means a Borrowing comprised of one or more CDOR Loans. â€œCDOR Interpolated Rateâ€ means, in relation to any CDOR Loan and its Interest Period, a rate per annum determined by the Lender (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between (a)Â the applicable CDOR for the longest period for which a CDOR is available that is shorter than such Interest Period and (b)Â the applicable CDOR for the shortest period for which a CDOR is available that is longer than such Interest Period, in each case as of 11:00 a.m., Toronto time on the day two Business Days prior to the first day of such Interest Period. â€œCDOR Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon CDORCanadian Unadjusted Benchmark Replacementâ€ means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment. â€œChange in Controlâ€ means the acquisition by any Person other than Brookfield Corporation or its Affiliates (or any combination thereof) of Control of any Borrower. â€œChange in Lawâ€ means (a)Â the adoption of any new Law after the date of this Agreement, (b)Â any change in any existing Law or in the official interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (c) compliance by the Lender or any of its lenders with any request, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which Persons customarily, and are expected by the relevant Governmental Authority to, comply and nevertheless considered to be binding on a Person or such Personâ€™s property) of any Governmental Authority made or issued after the date of this Agreement. â€œControlâ€ and similar expressions mean a relationship between two Persons wherein one of such Persons has the power, through the ownership of Equity Securities, by contract or otherwise, to directly or indirectly direct the management and policies of the other of such Persons, and includes, without limitation: (a)Â in the case of a corporation or a trust, the ownership, either directly or indirectly through one or more Persons, of Equity Securities of such corporation or trust carrying more than 50% of the votes that may be cast to elect the directors or trustees of such corporation or trust or the Control of the corporate trustee of such trust, either under all circumstances or under some circumstances that have occurred and are continuing, (other than Equity Securities held as collateral for a bona fide debt where the holder thereof is not entitled to exercise the voting rights attached thereto unless a default has occurred), provided that such votes, if exercised, are sufficient to elect a majority of the directors or trustees of such corporation or trust or corporate trustee; and (b)Â in the case of a general partnership or limited partnership, the power, through the ownership of Equity Securities, by contract or otherwise, to act as the managing partner appointed in respect of such general partnership or the general partner appointed in respect of such limited partnership, or to otherwise Control such managing partner or general partner, as applicable. Â - 10 - â€œCORRAâ€ means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). â€œCORRA Borrowingâ€ means a Term CORRA Borrowing or a Daily Compounded CORRA Borrowing, as applicable. â€œCORRA Loanâ€ means a Term CORRA Loan or a Daily Compounded CORRA Loan, as applicable. â€œCorresponding Tenorâ€ with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor. â€œCredit Facilityâ€ means the revolving credit facility established pursuant to SectionÂ 2.1.1. â€œDaily Compounded CORRAâ€ means, for any day (a â€œDaily Compounded CORRA Rate Dayâ€), a rate per annum (with interest accruing on a compounded daily basis) equal to CORRA for the day (such day, the â€œDaily Compounded CORRA Determination Dayâ€), that is five (5)Â Business Days prior to (i)Â if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day or (ii)Â if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Canadian Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first preceding Business Day for which CORRA was published by the administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Daily Compounded CORRA Determination Day; and provided further, that to the extent Daily Compounded CORRA as so determined shall, at any time, be less than the Floor, such rate shall be deemed to be Floor for all purposes herein. â€œDaily Compounded CORRA Adjustmentâ€ means (a) a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œDaily Compounded CORRA Determination Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Compounded CORRA Borrowingâ€ means a Borrowing comprised of one or more Daily Compounded CORRA Loans. Â - 11 - â€œDaily Compounded CORRA Loanâ€ means a Loan made by the Lender to a Borrower that bears interest at a rate based on Adjusted Daily Compounded CORRA. â€œDaily Compounded CORRA Rate Dayâ€ has the meaning set forth in the definition of â€œDaily Compounded CORRAâ€. â€œDaily Simple SOFRâ€ means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Lender in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining â€œDaily Simple SOFRâ€ for syndicated business loans; provided that, if the Lender decides that any such convention is not administratively feasible for the Lender, then the Lender may establish another convention in its reasonable discretion. â€œDefaultâ€ means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default. â€œDistributionâ€ means, with respect to any Person: (a)Â the retirement, redemption, retraction, purchase or other acquisition of any Equity Securities of such Person for cash or other property of such Person; (b)Â the declaration or payment of any dividend, return of capital or other distribution (in cash or other property of such Person) of, on or in respect of, any Equity Securities of such Person; or (c)Â any other payment or distribution (in cash or other property of such Person) of, on or in respect of any Equity Securities of such Person. â€œDollar Amountâ€ means at any time with respect to outstanding Loans under the Credit Facility, the aggregate of (a)Â the amount in Dollars of all Loans that are denominated in Dollars, and (b)Â the Dollar Equivalent at such time of all Loans that are denominated in Canadian Dollars. â€œDollar Equivalentâ€ means, at the date of determination, the amount of Dollars that the Lender could purchase, in accordance with its normal practice, with a specified amount of Canadian Dollars based on the Exchange Rate on such date. â€œDollarsâ€ and â€œ$â€ refer to lawful money of the United States unless otherwise indicated. â€œEffective Dateâ€ means JulyÂ 30, 2020, being the date the Credit Facility was first established. â€œEnvironmental Lawsâ€ means all applicable federal, provincial, local or foreign laws, rules, regulations, codes, ordinances, orders, decrees, judgements, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, having the force of law and relating to the environment, health and safety, or health protection, including the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, release, threatened release or disposal of any hazardous or regulated material. Â - 12 - â€œEquity Securitiesâ€ means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Personâ€™s capital, whether outstanding on the date hereof or issued after the date hereof, including without limitation any interest in a partnership, limited

partnership or other similar Person and any unit or beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing. â€œEvent of Defaultâ€ has the meaning specified in SectionÂ 7.1. â€œExchange Rateâ€ means, on any day, the rate at which Canadian Dollars may be exchanged into Dollars as set forth at approximately 11:00 a.m. New York City time on such date on the relevant Reuters screen for Canadian Dollars; provided that if such rate does not appear on any Reuters screen on any date, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Lender. â€œExisting Credit Agreementâ€ means the subordinate credit agreement between the Lender and the Borrower dated as of JulyÂ 30, 2020, as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof. â€œFATCAâ€ means Sections 1471 through 1474 of the IRC, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof. â€œFederal Funds (Effective) Rateâ€ means, for any period, a fluctuating rate of interest per annum equal for each day during such period to (a)Â the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the NYFRB, or (b)Â if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Lender from three federal funds brokers of recognized standing selected by it. Notwithstanding the foregoing, if the Federal Funds (Effective) Rate is less than the Floor, it shall be deemed to be the Floor hereunder. â€œFederal Reserve Boardâ€ means the Board of Governors of the Federal Reserve System of the United States. â€œFinancing Documentsâ€ means this Agreement and the Borrowing Requests, together with any other document, instrument or agreement now or hereafter entered into pursuant to or in connection with this Agreement, as such documents, instruments or agreements may be amended, modified or supplemented from time to time. â€œFloorâ€ means 0.00% per annum. Â - 13 - â€œGAAPâ€ means generally accepted accounting principles in Canada or the United States in effect from time to time which, for clarity, will include IFRS. â€œGovernmental Authorityâ€ means the Government of Canada or the United States, any other nation or any political subdivision thereof, whether provincial, state, territorial or local, and any agency, authority, instrumentality, regulatory body, court or other ether entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. â€œHostile Acquisitionâ€ means a proposed acquisition by any Borrower or any Subsidiary in circumstances in which the Person subject to such acquisition will not have, as of the date of the acquisition notice in respect of such acquisition, evidenced its agreement or agreement in principle to such acquisition. â€œIFRSâ€ means the International Financial Reporting Standards as issued by the International Accounting Standards Board and as in effect from time to time. â€œIndemniteeâ€ has the meaning specified in SectionÂ 9.3.2. â€œInterest Payment Dateâ€ means, (a)Â in the case of any Canadian Prime Rate Loan or U.S. Base Rate Loan, the first Business Day of each month, and (b)Â in the case of any CDORCORRA Loan or SOFR Loan, the last day of the Interest Period relating to such Loan, provided that if an Interest Period for any CDORCORRA Loan or SOFR Loan exceeds three months (to the extent available), then â€œInterest Payment Dateâ€ shall also include each date which occurs at each three month interval during such Interest Period. â€œInterest Periodâ€ means, (a)Â with respect to a CDOR Loan or SOFR Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter or such other periods thereafter as may from time to time be agreed to by the Borrower requesting such Loan and the Lender; and (b)Â with respect to a CORRA Loan, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one or three months thereafter or such other periods thereafter as may from time to time be agreed to by the Borrower and the Lender; provided that (ai) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the immediately succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (bi) any Interest Period pertaining to a SOFR Loan or CORRA Loan that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (ciii) no Interest Period shall extend beyond the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a converted or continued Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing. No tenor that is subsequently permanently removed as part of any Benchmark Replacement Conforming Changes or Â - 14 - any Canadian Benchmark Replacement Conforming Changes, as applicable, shall be available for specification in a Borrowing Request. â€œIRCâ€ means the Internal Revenue Code of 1986, as amended from time to time. â€œISDA Definitionsâ€ means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto. â€œLawsâ€ means all applicable federal, state, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, and all policies, practices, directives and guidelines in each case of any Governmental Authority and having the force of law; and â€œLawâ€ means any one or more of the foregoing. â€œLendersâ€ means, collectively, Brookfield BRP Holdings (Canada) Inc. and each Person that becomes a Lender hereunder from time to time. â€œLoanâ€ means any SOFR Loan, Canadian Prime Rate Loan, CDORCORRA Loan or U.S. Base Rate Loan made by the Lenders to a Borrower pursuant to this Agreement. â€œMaterial Adverse Effectâ€ means any event, development or circumstance which has had or would have (a)Â a material adverse effect on the business, assets, properties, operations or financial condition of the Borrowers and their Subsidiaries taken as a whole, or (b)Â a material adverse effect on the ability of the Borrowers (taken as a whole) to perform their obligations under this Agreement. â€œMaturity Dateâ€ means the date that is ten (10)Â years from the Effective Date, unless the Agreement is terminated in accordance with SectionÂ 2.6, in which case the Maturity Date shall be the date the Agreement is so terminated. â€œMoney Laundering Lawsâ€ has the meaning specified in SectionÂ 3.13. â€œNYFRBâ€ means the Federal Reserve Bank of New York. â€œObligations â€œ means all present and future debts, liabilities and obligations of the Borrowers to the Lenders under this Agreement, whether absolute or contingent, due or to become due, existing on the Effective Date or thereafter arising, including without limitation with respect to all Loans, and all interest and fees owing hereunder (including those that accrue after the commencing by or against any Borrower of any insolvency or similar proceeding). â€œOFACâ€ has the meaning specified in SectionÂ 3.14. Â - 15 - â€œOFAC Listsâ€ has the meaning specified in SectionÂ 3.14. â€œPersonâ€ includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, limited partnership, Governmental Authority or other entity. â€œRBSLâ€ means Refinitiv Benchmark Services (UK) LimitedRelevant Canadian Governmental Bodyâ€ means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto. â€œRelevant Governmental Bodyâ€ means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto. â€œResponsible Officerâ€ means, in respect of any Person, any director or officer of such Person or the general or managing partner of such Person. â€œSenior Debtâ€ has the meaning given to that term in SectionÂ 8.1(a). â€œSOFRâ€ means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administratorâ€™s Website on the immediately succeeding Business Day. â€œSOFR Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate). â€œSOFR Administratorâ€™s Websiteâ€ means the website of the NYFRB, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time. â€œSOFR Borrowingâ€ means a Borrowing comprised of one or more SOFR Loans. â€œSOFR Loanâ€ means a Loan that bears interest at a rate based on

Adjusted Term SOFR, other than pursuant to clause (c)Â of the definition of â€œU.S. Base Rateâ€. â€œSpecified Threshold Amountâ€ means, as at any date, the greater of (a)Â $125,000,000 and (b)Â an amount equal to 10% of the Borrowersâ€™ consolidated equity as at such date. â€œSubsidiariesâ€ means, collectively, the subsidiaries of the Borrowers, and â€œSubsidiaryâ€ means any of them. â€œsubsidiaryâ€ means, with respect to any Person at any date, any corporation, limited liability company, partnership, limited partnership, trust or other entity of which securities or other ownership interests representing more than 50% of the combined Â - 16 - voting stock are owned, directly or indirectly, by such Person or by any one or more subsidiaries of such Person. â€œTaxesâ€ means all present and future taxes, charges, fees, levies, imposts, surtaxes, duties and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges of any nature, imposed by any Governmental Authority and whether disputed or not. â€œTerm CORRAâ€ means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the â€œPeriodic Term CORRA Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Canadian Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Periodic Term CORRA Determination Day. Notwithstanding the foregoing, to the extent Term CORRA is less than the Floor at any given time, it shall be deemed to be the Floor. â€œTerm CORRA Adjustmentâ€ means (a)Â a percentage equal to 0.29547% (29.547 basis points) per annum for one-monthâ€™s tenor, and (b)Â a 0.32138% (32.138 bps) per annum for three-monthsâ€™ tenor. â€œTerm CORRA Administratorâ€ means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator. â€œTerm CORRA Borrowingâ€ means a Borrowing comprised of one or more Term CORRA Loans. â€œTerm CORRA Loanâ€ means a Loan denominated in Canadian Dollars which bears interest at a rate based upon Adjusted Term CORRA. â€œTerm CORRA Reference Rateâ€ means the forward-looking term rate based on CORRA. â€œTerm SOFRâ€ means, for the applicable tenor, the Term SOFR Reference Rate on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2)Â Business Days prior to the first day of such applicable Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the Â - 17 - applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Term SOFR Determination Day, provided, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor. â€œTerm SOFR Adjustmentâ€ means a percentage equal to 0.10%Â per annum. â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Lenders in their reasonable discretion). â€œTerm SOFR Reference Rateâ€ means the forward-looking term rate based on SOFR. â€œTypeâ€, when used in reference to any Loan or Borrowing, refers to whether such Loan or Borrowing is a U.S. Base Rate Loan, Canadian Prime Rate Loan, SOFR Loan or CDORCORRA Loan or a U.S. Base Rate Borrowing, Canadian Prime Borrowing, SOFR Borrowing or CDORCORRA Borrowing, as the case may be. â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment. â€œU.S. Base Rateâ€ means, on any day, the annual rate of interest equal to the greater of (a)Â the annual rate of interest announced by a commercial Canadian or U.S. bank selected by the Lenders and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on Dollar-denominated commercial loans in Canada, (b) the Federal Funds (Effective) Rate in effect on such day plus 0.50%Â per annum, and (c) the Adjusted Term SOFR for a one-month term in effect on such day plus 1.00%. Any change in the U.S. Base Rate due to a change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR shall be effective from and including the effective date of such change in the applicable base rate, the Federal Funds (Effective) Rate or such Adjusted Term SOFR, respectively. â€œU.S. Base Rate Borrowingâ€ means a Borrowing comprised of one or more U.S. Base Rate Loans. â€œU.S. Base Rate Loanâ€ means a Loan denominated in Dollars which bears interest at a rate based upon the U.S. Base Rate. â€œWithholdingsâ€ has the meaning given to that term in SectionÂ 2.16. Â - 18 - 1.2 Terms Generally The definitions of terms herein will apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words â€œincludeâ€, â€œincludesâ€ and â€œincludingâ€ will be deemed to be followed by the phrase â€œwithout limitationâ€. Unless the context requires otherwise: (a)Â any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b)Â any reference herein to any statute or any Section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or Section as amended, restated or re-enacted from time to time; (c)Â any reference herein to any Person will be construed to include such Personâ€™s successors and permitted assigns; (d)Â the words â€œhereinâ€, â€œhereofâ€ and â€œhereunderâ€, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (e)Â all references herein to Articles, Sections and Exhibits will be construed to refer to Articles and Sections of, and Exhibits to, this Agreement; and (f)Â the words â€œassetâ€ and â€œpropertyâ€ will be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contractual rights. Â 1.3 Accounting Terms; GAAP Except as otherwise expressly provided herein, all terms of an accounting or financial nature will be construed in accordance with GAAP, as in effect from time to time. Â 1.4 Time All time references herein will, unless otherwise specified, be references to local time in Toronto, Ontario, Canada. Time is of the essence of this Agreement. Â 1.5 Borrowers Jointly and Severally Liable Each Person that becomes a Borrower is jointly and severally liable for all Obligations, including the obligation to pay all amounts owing hereunder to the Lenders on the dates such amounts are due and on the Maturity Date. Each Borrower agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory repayment, by acceleration or otherwise), the Borrowers will, jointly and severally, promptly pay the same without any demand or notice whatsoever and each Borrower jointly and severally irrevocably and unconditionally accepts joint and several liability with respect to the payment and performance of all Obligations of each other Borrower, it being the intention of the parties hereto that all Obligations be joint and several obligations of each Borrower without preference or distinction among them. Each Borrower agrees that delivery of funds to any Borrower under this Agreement shall constitute valuable consideration and reasonably equivalent value to all Borrowers for purposes of binding them and their assets on a joint and several basis for the Obligations hereunder. Each Borrower agrees that it will not seek payment, directly or indirectly, from any other Borrower through a Â - 19 - claim of indemnity, contribution, subrogation or otherwise until all Obligations have been repaid in full and the Credit Facility has terminated. Â 1.6 Borrowers Bound by Delivered Certificates and Notices Each Borrower hereby authorizes each other Borrower to deliver or submit to the Lender on behalf of such Borrower (and all other Borrowers) any Borrowing Request, notice or certificate required or permitted to be delivered or submitted by it or on its behalf hereunder and agrees that it will be bound by, and shall be responsible for any information set forth in any such Borrowing Request, notice or certificate to the same extent as if such Borrowing Request, notice or certificate had been executed

by a Responsible Officer of such Borrower and delivered or submitted by such Borrower. Â 1.7 Currency Equivalents For purposes of determining (a)Â whether the amount of any Borrowing, together with all other Borrowings then outstanding or to be borrowed at the same time as such Borrowing, would exceed the Available Amount, (b)Â the unutilized amount of the Credit Facility, and (c)Â the outstanding principal amount of any Borrowing, the outstanding principal amount of any Loan that is denominated in Canadian Dollars shall be deemed to be the Dollar Equivalent of such amount determined as of the applicable determination date. Â 1.8 Amount of Credit Any reference herein to the amount of credit outstanding means, at any particular time: Â Â (a) in the case of a Canadian Prime Rate Loan or CDORCORRA Loan, the Dollar Equivalent of the principal amount thereof; and Â Â (b) in the case of a SOFR Loan or U.S. Base Rate Loan, the principal amount of such Loan. Â 1.9 Divisions For all purposes of this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdictionâ€™s laws): (a)Â if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person; and (b)Â if any Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Securities at such time. Â 1.10 Schedules;, Exhibits The following are the Schedules and Exhibits annexed hereto, incorporated by reference and deemed to be a part hereof: Â - 20 - Exhibits: Â Â A Â Â - Â Â Borrowing Request Â Â B Â Â - Â Â Form of Deposit Record Â Â C Â Â - Â Â Form of Confirmation of Subordination ARTICLE 2 THE CREDIT FACILITY Â 2.1 Establishment of Credit Facility Â 2.1.1 Subject to the terms and conditions set forth herein, the Lenders hereby establish in favour of the Borrowers a Credit Facility in the amount of $1,750,000,000 (the â€œAvailable Amountâ€) and commit to make Loans to the Borrowers from time to time until the Maturity Date, the aggregate outstanding principal amount of all such Loans not exceeding at any time the Available Amount. Subject to the terms and conditions of this Agreement, the Borrowers may borrow, repay and re-borrow Loans. Â 2.1.2 Advances under the Credit Facility are to be used by the Borrowers for their general corporate purposes, including as contemplated by SectionÂ 9.7, provided that in no event will the Credit Facility be used to finance a Hostile Acquisition without the consent of the Lenders. Â 2.2 Loans and Borrowings Each Borrowing under the Credit Facility will be comprised of U.S. Base Rate LoansBorrowings or SOFR LoansBorrowings in Dollars, or Canadian Prime Rate Loans or CDOR LoansBorrowings or CORRA Borrowings in Canadian Dollars, as any Borrower may request in accordance herewith. Â 2.3 Requests for Borrowings Â 2.3.1 To request a Borrowing under the Credit Facility, any Borrower shall notify the Lenders of such request by written Borrowing Request substantially in the form of Exhibit A not later than 11:00 a.m., Toronto time, four (4)Â Business Days before the date of the proposed Borrowing or such shorter period as the Lenders may agree to. Each Borrowing Request shall be irrevocable. The Lenders are entitled to rely upon and act upon any Borrowing Request given or purportedly given by any Borrower, and each Borrower hereby waives the right to dispute the authenticity and validity of any such transaction once the Lenders have advanced funds, based on such Borrowing Request. Each Borrowing Request shall specify the following information: Â Â (a) the aggregate amount of the requested Borrowing; Â Â (b) the date of such Borrowing, which shall be a Business Day; Â Â (c) whether such Borrowing is to be a U.S. Base Rate Borrowing, a SOFR Borrowing, a Canadian Prime Borrowing or a CDORCORRA Borrowing; Â - 21 - Â (d) in the case of a CDORCORRA Borrowing or SOFR Borrowing, the initial Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term â€œInterest Periodâ€; and Â Â (e) the location and number of the Borrowerâ€™s account to which funds are to be disbursed. Â 2.3.2 Each CDORCORRA Borrowing and SOFR Borrowing under the Credit Facility initially shall have the Interest Period specified in the applicable Borrowing Request. Thereafter, a Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and elect a new Interest Period therefor. The Borrowers may elect different options with respect to different portions of the affected Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. To make an election pursuant to this SectionÂ 2.3.2, a Borrower shall notify the Lenders of such election by delivering a Borrowing Request required under SectionÂ 2.3.1 as if the Borrower were requesting a Borrowing to be made on the effective date of such election. Each such Borrowing Request shall be irrevocable. In addition to the information specified in SectionÂ 2.3.1, each Borrowing Request shall specify the Loan to which such request applies and, if different options are elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing. If no election is made pursuant to this SectionÂ 2.3.2 at the end of an Interest Period applicable to any CDORCORRA Loan or SOFR Loan, the applicable Borrower shall be deemed to have elected an Interest Period of one month for such CDORCORRA Loan or SOFR Loan for the immediately following Interest Period. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Lenders so notify the Borrowers, then so long as an Event of Default is continuing (a)Â no outstanding Loan may be converted to or continued as a CDORCORRA Borrowing or SOFR Borrowing and (b)Â unless repaid, each CDORCORRA Loan and SOFR Loan shall be converted to a Canadian Prime Borrowing or U.S. Base Rate Borrowing, respectively, at the end of the then-current Interest Period applicable thereto. Â 2.3.3 Each CDORCORRA Borrowing and SOFR Borrowing will be subject to Sections 2.10, 2.11 and 2.12. Â 2.3.4 With respect to any â€œLIBOR Loanâ€ as defined in the Existing Credit Agreement outstanding as of the date hereof, such Loan shall continue until the expiry of the, as applicable Interest Period, and then on the last day of such Interest Period shall be automatically converted to a SOFR Loan with an Interest Period of one month (unless a Borrower has delivered a Borrowing Request to convert such Loan into a SOFR Loan with a different Interest Period). Â 2.4 Interest Â 2.4.1 The Loans under the Credit Facility comprising each U.S. Base Rate Borrowing and Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate Â - 22 - Â per annum equal to the U.S. Base Rate and Canadian Prime Rate, respectively, plus the Applicable Margin from time to time in effect. Â 2.4.2 The Loans under the Credit Facility comprising each CDORCORRA Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 365 or 366 days, as the case may be) at CDORCORRA for the Interest Period in effect for such CDOR LoansCORRA Loan plus the Applicable Margin from time to time in effect. Â 2.4.3 The Loans under the Credit Facility comprising each SOFR Borrowing shall bear interest (computed on the basis of the actual number of days in the relevant Interest Period over a year of 360 days) at Adjusted Term SOFR for the Interest Period in effect for such SOFR Loans plus the Applicable Margin from time to time in effect. Â 2.4.4 It is understood and agreed that if at any time after the date hereof the Lenderâ€™s cost of borrowing is increased, the Lender will be entitled, after consultation with the Borrowers, to increase the Applicable Margin that is applicable to all or any Types of Loans or Borrowings to reflect the Lenderâ€™s increased cost of making such Loans or Borrowings available to the Borrowers. Â 2.4.5 The applicable U.S. Base Rate, Canadian Prime Rate, Adjusted Term SOFR and CDORCORRA shall be determined by the Lender, and such determination shall, absent manifest error, constitute prima facie evidence thereof. Â 2.4.6 Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date and upon termination of the Credit Facility, and in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment together with all applicable breakage costs. Â 2.4.7 All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day on which it is made shall bear interest for one day. Â 2.4.8 For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of any period of time that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement. Â 2.4.9 If any provision of this Agreement would oblige any Borrower to make any payment of interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by Law or would result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€ (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been Â - 23 - Â adjusted with

retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in a receipt by the Lender of â€œinterestâ€ at a â€œcriminal rateâ€, such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: Â Â (a) first, by reducing the amount or rate of interest required to be paid to the Lender under this SectionÂ 2.4; and Â Â (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lender which would constitute interest for purposes of SectionÂ 347 of the Criminal Code (Canada). Â 2.4.10 Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, the Loans will bear interest to the extent permitted by Applicable Law, after as well as before judgment, at a rate per annum equal to 2.0% plus the rate otherwise applicable to such Loans. All other amounts owing under this Agreement will bear interest at an interest rate equal to the one month Adjusted Term SOFR plus 4.0%Â per annum. Â 2.5 Evidence of Debt Â 2.5.1 The Lenders shall maintain accounts in which they shall record (a)Â the amount of each Loan made hereunder and the relevant Interest Periods applicable thereto, (b)Â the amount of any principal or interest due and payable or to become due and payable from the Borrowers to such Lender hereunder, and (c)Â the amount of any sum received by such Lender hereunder. Â 2.5.2 The entries made in the accounts maintained pursuant to SectionÂ 2.5.1 shall be prima facie evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans and all other amounts payable in connection therewith, including interest and fees, in accordance with the terms of this Agreement. Â 2.6 Termination and Reduction by Lender of Credit Commitment Â 2.6.1 The Lenders may at any time after the fifth anniversary of the Effective Date, upon giving the Borrowers 90 daysâ€™ prior written notice, terminate their commitments with respect to the Credit Facility and the Borrowers must repay all amounts outstanding under the Credit Facility (including all interest and fees payable hereunder) on the termination date that is so elected by the Lenders. Â 2.6.2 Upon the occurrence of a Change in Control, the Lenders shall have the right to terminate its commitment with respect to the Credit Facility upon giving the Borrowers 90 daysâ€™ prior written notice. If the Lenders so terminate the Credit Facility, the Borrowers must repay all amounts outstanding under the Credit Facility (including all interest and fees payable hereunder) on the termination date that is so elected by the Lenders. Â - 24 - 2.6.3 Unless previously terminated, the commitment of each Lender with respect to the Credit Facility will terminate on the Maturity Date and each Borrower hereby unconditionally jointly and severally promises to pay to the Lenders the then unpaid principal amount of each Loan on the Maturity Date (or such earlier date that the Loans have been accelerated pursuant to the last paragraph of SectionÂ 7.1) together with all interest accrued thereon and other amounts outstanding under this Agreement. Â 2.7 Mandatory Repayments of Excess Drawn Amounts If at any time the Lenders determine that the Dollar Amount outstanding under the Credit Facility exceeds the Available Amount, then upon written notice from the Lenders to such effect, the Borrowers will, within 24 hours, make a prepayment of the Credit Facility in an amount equal to such excess. Â 2.8 Voluntary Prepayments and Cancellation The Borrowers may, from time to time at their option, prepay any Loan without premium or penalty or permanently reduce the Available Credit of the Credit Facility, provided that: Â Â (a) any prepayment or reduction is in a minimum amount of $100,000; Â Â (b) the Borrowers pay concurrently with any such prepayment all interest accrued on the amount prepaid together with breakage costs, if any, incurred by the Lenders as a result of any such prepayment and that are payable pursuant to SectionÂ 2.9; Â Â (c) the Lenders receive written notice of such prepayment, at least three Business Days prior to the date of such prepayment and specifying the amount and date of such prepayment. Any such notice shall be irrevocable and the Borrowers shall be bound to prepay in accordance with such notice; and Â Â (d) in the event that the notice provided to the Lenders in accordance with (c)Â above, indicates that the prepaid amount is to permanently prepay the Credit Facility pursuant to this SectionÂ 2.8, then the amount prepaid may not be re-borrowed thereunder (otherwise, the Borrowers will retain the right to re-borrow amounts prepaid in accordance with the terms and conditions of this Agreement). Â 2.9 Breakage Costs If (a)Â any Borrower fails to borrow or continue any CDORCORRA Loan or SOFR Loan on the date specified in any Borrowing Request delivered pursuant hereto, or (b)Â any CDORCORRA Loan or SOFR Loan is paid for any reason on any day other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default or voluntary or mandatory prepayment), then the Borrowers will compensate the Lenders for all loss, costs and expenses that the Lenders incur in connection with such event (including all loss, costs and expenses that the Lender incurs under its own credit facilities), as determined by the Lenders. A certificate of a Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this SectionÂ 2.9 will be delivered to the Borrowers and will, absent manifest error, constitute prima Â - 25 - facie evidence thereof. The Borrowers will pay a Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.10 Alternate Rate of Interest IfSubject to Section 2.12, if prior to the commencement of any Interest Period for a CDORCORRA Borrowing or SOFR Borrowing: Â Â (a) the Lenders determine that adequate and reasonable means do not exist for ascertaining CDORCORRA or SOFR for such Interest Period; or Â Â (b) the Lenders determine that CDORCORRA or SOFR for such Interest Period will not adequately and fairly reflect the cost to the Lenders of making or maintaining CDORCORRA Loans or SOFR Loans included in such Borrowing for such Interest Period; then the Lenders shall give notice thereof to the Borrowers as promptly as practicable thereafter and, until the Lenders notify the Borrowers that the circumstances giving rise to such notice no longer exist, (i)Â any Borrowing Request that requests the continuation of any Borrowing as an affected CDORCORRA Borrowing or a SOFR Borrowing (as applicable) shall be deemed to request conversion to a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable), and (ii)Â any Borrowing Request that requests an affected CDORCORRA Borrowing or SOFR Borrowing (as applicable) shall be made as a Canadian Prime Borrowing or U.S. Base Rate Borrowing (as applicable). Â 2.11 Benchmark Replacement Â 2.11.1 Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x)Â if a Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document and (y)Â if a Benchmark Replacement is determined in accordance with clause (b)Â of the definition of â€œBenchmark Replacementâ€ for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th)Â Business Day after the date notice of such Benchmark Replacement is provided to the Borrowers without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Lender has not received, by such time, written notice of objection to such Benchmark Replacement from any Borrower. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis. Â - 26 - 2.11.2 Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Financing Document. Â 2.11.3 Notices; Standards for Decisions and Determinations. The Lender will promptly notify the Borrowers of (i)Â the implementation of any Benchmark Replacement and (ii)Â the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Lender will notify the Borrowers of (x)Â the removal or reinstatement of any tenor of a Benchmark pursuant to SectionÂ 2.11.4 and (y)Â the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lender pursuant to this SectionÂ 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party

hereto, except, in each case, as expressly required pursuant to this SectionÂ 2.11. Â 2.11.4 Unavailability of Benchmark. Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i)Â if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A)Â any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (B)Â the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii)Â if a tenor that was removed pursuant to clause (i)Â above either (A)Â is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Lender may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor. Â 2.11.5 Conversions or Continuations to Base Rate Loans. Upon the Borrowersâ€™ receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any pending request for a SOFR Borrowing, or conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any request for a SOFR Borrowing or a conversion to or continuation of a SOFR Borrowing into a request for a Borrowing of or conversion to a U.S. Base Rate Loan. During a Benchmark Â - 27 - Â Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of U.S. Base Rate. Â 2.12 Canadian Benchmark Replacement Â 2.12.1 Replacing CDOR. On MayÂ 16, 2022, RBSL, the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, JuneÂ 28, 2024. On the date that all Canadian Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL, ifFuture Canadian Benchmarks. Notwithstanding anything to the contrary herein or in any other Financing Document, if a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior any setting of the then--current Canadian Benchmark is CDOR, the, then (x)Â if a Canadian Benchmark Replacement is determined in accordance with clause (a)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of anysuch Canadian Benchmark setting of such Canadian Benchmark on such day and all subsequent Canadian Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis. Â 2.12.2 Replacing Future Canadian Benchmarks. Upon the occurrence of and (y) if a Canadian Benchmark Transition Event, theReplacement is determined in accordance with clause (b)Â of the definition of â€œCanadian Benchmark Replacementâ€ for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace the then-currentsuch Canadian Benchmark for all purposes hereunder and under any Financing Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th)Â Business Day after the date notice of such Canadian Benchmark Replacement is provided to the Borrowers by the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Lenders have not received, by such time, written notice of objection to such Canadian Benchmark Replacement from the Borrowers. At any time that the administrator of the then-current Canadian Benchmark has permanently or indefinitely ceased to provide such Canadian Benchmark or such Canadian Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Canadian Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored, the Borrowers may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Canadian Benchmark until the Borrowersâ€™ receipt of notice from the Lenders that a Canadian Benchmark Replacement has replaced Â - 28 - Â such Canadian Benchmark, and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Canadian Prime Borrowings. During the period referenced in the foregoing sentence, the component of Canadian Prime Rate based upon the Canadian Benchmark will not be used in any determination of Canadian Prime Rate. If the Canadian Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period. Â 2.12.2 2.12.3 Canadian Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation and administration of a Canadian Benchmark Replacement, the Lenders will have the right to make Canadian Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Canadian Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement. Â 2.12.3 2.12.4 Notices; Standards for Decisions and Determinations. The Lenders will promptly notify the Borrowers of (i)Â the implementation of any Canadian Benchmark Replacement, and (ii)Â any occurrence of a Term CORRA Transition Event, and (iii)Â the effectiveness of any Canadian Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Lenders will notify the Borrowers of (x)Â the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to SectionÂ 2.12.4 and (y)Â the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Lenders pursuant to this Section, 2.12 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non--occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party heretoto this Agreement or any other Financing Document, except, in each case, as expressly required pursuant to this SectionÂ 2.12. Â 2.12.4 2.12.5 Unavailability of Tenor of Canadian Benchmark. AtNotwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (i) if the then--current Canadian Benchmark is a term rate (including the Term CORRA or CDOR)Reference Rate) and either (A)Â any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lenders in their reasonable discretion or (B)Â the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then (i)Â the Lenders may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for any Canadian Benchmark settings at or after such time to remove any tenor of such Canadian Benchmark that is unavailable or non--representative for Canadian Benchmark (including Canadian Benchmark Replacement) settings and (ii)Â the Lenders maytenor and (ii)Â if a tenor that was removed pursuant to clause (i) above Â - 29 - Â either (A)Â is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement) or (B)Â is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Lenders may modify the definition of â€œInterest Periodâ€ (or any similar or analogous definition) for all Canadian Benchmark settings at or after such time to reinstate any such previously removed tenor for Canadian Benchmark (including Canadian Benchmark Replacement) settings. Â 2.12.6 Secondary Term CORRA Conversion. Notwithstanding anything to the contrary herein or in any Financing Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i)Â the Canadian Benchmark Replacement described in clause (1)

(a)Â of such definition will replace the then-current Canadian Benchmark for all purposes hereunder or under any Financing Document in respect of any setting of such Canadian Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document; and (ii)Â each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Canadian Benchmark shall convert, on the last day of the then-current interest payment period, into a Loan bearing interest at the Canadian Benchmark Replacement described in clause (1)(a) of such definition for the respective Canadian Available Tenor as selected by a Borrower as is available for the then-current Canadian Benchmark; provided that, this SectionÂ 2.12.6 shall not be effective unless the Lenders have delivered to the Borrowers a Term CORRA Notice, and so long as the Lenders have not received, by 5:00 p.m. (Toronto time) on the fifth (5th)Â Business Day after the date of the Term CORRA Notice, written notice of objection to such conversion to Term CORRA from any Borrower. Â 2.12.7 Credit Spread Adjustment. The Borrowers and the Lenders agree to amend the credit spread adjustment provided for in the definition of â€œCanadian Benchmark Replacementâ€ from time to time to give effect to any evolving or then-prevailing market convention with respect to the applicable credit spread adjustment for Term CORRA or Daily Compounded CORRA, including any applicable recommendations made by the Relevant Canadian Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time. Â 2.12.8 Definitions used in this SectionÂ 2.12. The following terms used in this SectionÂ 2.12 have the meanings set out herein: Â - 30 - â€œCanadian Available Tenorâ€ means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x)Â if the then-current Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark, as applicable, pursuant to this Agreement as of such date. â€œCanadian Benchmarkâ€ means, initially, CDOR; provided that if a replacement of the Canadian Benchmark has occurred pursuant to this Section titled â€œCanadian Benchmark Replacementâ€, then â€œCanadian Benchmarkâ€ means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate. Any reference to â€œCanadian Benchmarkâ€ shall include, as applicable, the published component used in the calculation thereof. â€œCanadian Benchmark Replacementâ€, means, for any Canadian Available Tenor: Â Â (1) For purposes of SectionÂ 2.12.1, the first alternative set forth below that can be determined by the Lenders: Â Â (a) the sum of: (i)Â Term CORRA and (ii)Â 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-monthâ€™s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-monthsâ€™ duration, or Â Â (b) the sum of: (i)Â Daily Compounded CORRA and (ii)Â 0.29547% (29.547 basis points) for a Canadian Available Tenor of one-monthâ€™s duration, and 0.32138% (32.138 basis points) for a Canadian Available Tenor of three-monthsâ€™ duration; and Â Â (2) For purposes of SectionÂ 2.12.2, the sum of (a)Â the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Lenders and the Borrowers as the replacement for such Canadian Available Tenor of such Canadian Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Canadian Governmental Body, for Canadian Dollar-denominated syndicated credit facilities at such time; provided that, if the Canadian Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Canadian Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents. â€œCanadian Benchmark Replacement Conforming Changesâ€ means, with respect to any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of â€œCDORâ€, â€œCanadian Prime Rate,â€ the definition of â€œBusiness Day,â€ the definition of â€œInterest Period,â€ timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback Â - 31 - periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Lenders decide may be appropriate to reflect the adoption and implementation of such Canadian Benchmark Replacement and to permit the administration thereof by the Lenders in a manner substantially consistent with market practice (or, if the Lenders decide that adoption of any portion of such market practice is not administratively feasible or if the Lenders determine that no market practice for the administration of such Canadian Benchmark Replacement exists, in such other manner of administration as the Lenders decide is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). â€œCanadian Benchmark Transition Eventâ€ means, with respect to any then-current Canadian Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Canadian Benchmark, the regulatory supervisor for the administrator of such Canadian Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark, a resolution authority with jurisdiction over the administrator for such Canadian Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark, announcing or stating that (a)Â such administrator has ceased or will cease on a specified date to provide all Canadian Available Tenors of such Canadian Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Canadian Available Tenor of such Canadian Benchmark or (b)Â all Canadian Available Tenors of such Canadian Benchmark are or will no longer be representative of the underlying market and economic reality that such Canadian Benchmark is intended to measure and that representativeness will not be restored. â€œCORRAâ€ means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator). â€œDaily Compounded CORRAâ€ means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Lenders in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Canadian Governmental Body for determining compounded CORRA for business loans; provided that if the Lenders decide that any such convention is not administratively feasible for the Lenders, then the Lenders may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA. â€œRelevant Canadian Governmental Bodyâ€ means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto. Â - 32 - â€œTerm CORRAâ€ means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Canadian Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Lenders in their reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Lenders in their reasonable discretion in a manner substantially consistent with market practice. â€œTerm CORRA Noticeâ€ means the notification by the Lenders to the Borrowers of the occurrence of a Term CORRA Transition Event. â€œTerm CORRA Transition Dateâ€ means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Borrowers, for the replacement of the then-current Canadian Benchmark with the Canadian Benchmark Replacement described in clause (1)(a)Â of such definition, which date shall be at least thirty (30)Â Business Days from the date of the Term CORRA Notice. â€œTerm CORRA Transition Eventâ€ means the determination by the Lenders that (a)Â Term CORRA has been recommended for use by the Relevant Canadian Governmental Body, and is determinable for any Canadian Available Tenor, (b)Â the administration of Term CORRA is administratively feasible for the Lenders and (c)Â a Canadian Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 2.12.1. Â 2.12.5 Canadian Benchmark Unavailability Period. Upon the Borrowersâ€™ receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, any Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Loans, which are of the Type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, any Borrower will be deemed to

have converted any such request into a request for Loans of or conversion to, (i)Â for a Canadian Benchmark Unavailability Period in respect of the Term CORRA Reference Rate, Daily Compounded CORRA Loans, and (ii)Â for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than the Term CORRA Reference Rate, Canadian Prime Rate Loans Â 2.13 Increased Costs; Illegality 2.13.1 If any Change in Law shall: Â Â (a) impose, modify or deem applicable any reserve, special deposit, additional capital, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Lender or any of its lenders; or Â Â (b) impose on the Lender or any of its lenders any other condition affecting any cost or charge directly or indirectly incurred by the Lender in connection with a Loan hereunder (including the imposition on the Lender or any of its lenders of, or any Â - 33 - Â change to, any Tax or other charge with respect to its or their CDORCORRA Loans or SOFR Loans or participation therein, or its obligation to make CDORCORRA Loans or SOFR Loans); and the result of any of the foregoing shall be to increase the cost to the Lender of making, continuing, converting to or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or otherwise), then the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered. Â 2.13.2 If the Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the Lenderâ€™s rate of return with respect to the Loans made by the Lender to a level below that which the Lender would have achieved but for such Change in Law prior to the occurrence of such Change in Law, then from time to time the Borrowers will pay to the Lender such additional amount or amounts as will compensate the Lender for any such reduction suffered. Â 2.13.3 A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender as specified in Sections 2.13.1 or 2.13.2 shall be delivered to the Borrowers, and any such certificate shall include a brief description of the Change in Law and a calculation of the amount or amounts necessary to compensate the Lender and shall, absent manifest error, be prima facie evidence of the amount of such compensation. The Borrowers shall pay the Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Â 2.13.4 Failure or delay on the part of the Lender to demand compensation pursuant to this SectionÂ 2.13 shall not constitute a waiver of the Lenderâ€™s right to demand such compensation. Â 2.13.5 In the event that the Lender shall have determined (which determination shall be reasonably exercised and shall, absent manifest error, constitute prima facie evidence thereof) at any time that the making or continuance of any Type of Loan has become unlawful or materially restricted as a result of compliance by the Lender in good faith with any Applicable Law, then, in any such event, the Lender shall give prompt notice (by telephone and confirmed in writing) to the Borrowers of such determination. Upon the giving of the notice to the Borrowers referred to in this SectionÂ 2.13.5, the Borrowersâ€™ right to request (by continuation or otherwise), and the Lenderâ€™s obligation to make, Loans of that Type shall be immediately suspended and if the affected Type of Loans are then outstanding, the Borrowers shall immediately, or if permitted by Applicable Law, no later than the date permitted thereby, upon at least one Business Day prior written notice to the Lender, convert each such affected Type of Loan into a Type of Loan that is not so affected. Â - 34 - 2.14 Payments Generally The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest or fees, amounts payable under any of Sections 2.9 or 2.13 or otherwise) prior to 12:00 p.m., Toronto time, on the date when due, in immediately available funds, without set-off or counterclaim except for any deductions or withholdings for any present or future Taxes or similar charges that a Borrower is required to make pursuant to Applicable Law. Any amounts received after such time on any date may, in the discretion of the Lenders, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. The Borrowers shall make payments to the Lenders in accordance with instructions provided by the Lenders to the Borrowers. Â 2.15 Addition of Borrowers Any Borrower may elect from time to time to designate another Subsidiary or a subsidiary of Brookfield Renewable Partners L.P. as a Borrower hereunder subject to delivering to the Lenders a signed accession agreement in the form required by the Lenders and from and after the date of such designation, such Person shall for all purposes be a â€œBorrowerâ€ hereunder. Â 2.16 Withholding Tax Â 2.16.1 Any and all payments required to be made by or on behalf of the Borrowers under this Agreement will be made free and clear of, and without deduction or withholding for, or on account of, any present or future Taxes or similar charges (collectively, the â€œWithholdingsâ€) unless such Withholdings are required to be made under Applicable Law. If a Borrower is so required to deduct or withhold any Withholdings from any amount payable to any Lender: Â Â (a) The applicable Borrower will remit the Withholdings to the appropriate taxation authority following its deduction or withholding prior to the date on which penalties attach thereto. Â Â (b) Within 30 days after such Withholdings have been remitted, the applicable Borrower will deliver to the applicable Lender evidence satisfactory to such Lender, acting reasonably, that the taxes or charges in respect of which such deduction or withholding was made have been remitted to the appropriate taxation authority. Â 2.16.2 If a payment made to any Lender under this Agreement by any Borrower would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in SectionÂ 1471(b) or 1472(b) of the IRC, as applicable), such Lender shall deliver to such Borrower at the time or times prescribed by law and at such time or times reasonably requested by such Borrower such documentation prescribed by Applicable Law (including as prescribed by SectionÂ 1471(b)(3)(C)(i) of the IRC) and such additional Â - 35 - Â documentation reasonably requested by such Borrower as may be necessary for it to comply with its obligations under FATCA and to determine that such Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this 2.16.2, â€œFATCAâ€ shall include any amendments made to FATCA after the date of this Agreement. Â 2.16.3 The Borrowers will pay any and all present or future stamp or documentary taxes or any other taxes or arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with Applicable Law. ARTICLE 3 REPRESENTATIONS AND WARRANTIES Each Borrower represents and warrants to the Lenders that: Â 3.1 Organization; Powers It is organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority and holds all requisite licences, permits, approvals and qualifications necessary to carry on its business as presently conducted, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except to the extent that the failure to be so qualified would not have a Material Adverse Effect. Â 3.2 Authorization; Enforceability This Agreement is within its corporate or partnership power and has been authorized by all necessary corporate and other action. This Agreement has been executed and delivered by it and constitute legal, valid and binding obligations of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Laws affecting creditorsâ€™ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Â 3.3 Governmental Approvals; No Conflicts This Agreement, except for matters that, individually or in the aggregate would not result in a Material Adverse Effect, (a)Â does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, (b)Â does not violate any Applicable Law or its constating or organizational documents or any order of any Governmental Authority, (c) does not violate in any material way or result in a default under any indenture, agreement or other instrument binding upon it or any of its assets, or give rise to a right thereunder to require any payment to be made by it, and (d)Â does not result in the creation or imposition of any lien on any of its assets. Â - 36 - 3.4 Financial Information Â 3.4.1 All financial statements delivered to the Lenders pursuant to this Agreement in respect of a Borrower present fairly, in all material respects, the financial position and results of operations and cash flows of such Borrower as of such dates and for such periods of such financial statements, in accordance with GAAP. Â 3.4.2 All written information (including that disclosed in all financial statements) pertaining to the Borrowers that has been made available to the Lenders by any Borrower or any authorized representative of any Borrower, taken as a whole, was, when furnished, complete and correct in all material respects and did not, when furnished, contain any untrue statement of a material fact or omit to state a

material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made. Â 3.5 Litigation There are no actions, suits or proceedings pending or, to any Borrowerâ€™s actual knowledge, threatened against or affecting any Borrower, any of the Subsidiaries or any of their assets that would, if determined adversely, affect the legality or enforceability of this Agreement or have a Material Adverse Effect. Â 3.6 Compliance with Laws and Agreements Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries are in compliance with all Laws applicable to them or their property (including all labour laws) and all indentures, agreements and other instruments binding upon them or their property (including all labour contracts). Except for any matters that, individually or in the aggregate, would not result in a Material Adverse Effect, the Borrowers and the Subsidiaries have not violated or failed to obtain any Authorization necessary to the ownership of their property or assets or the conduct of their businesses. Â 3.7 Taxes The Borrowers and the Subsidiaries have timely filed or caused to be filed all Tax returns and reports required to have been filed and have paid or caused to be paid all Taxes required to have been paid (including all instalments with respect to the current period) and have made adequate provision for Taxes for the current period, except Taxes which individually or in the aggregate would not have a Material Adverse Effect. Â 3.8 Pension Plans All material obligations of the Borrowers and the Subsidiaries (including fiduciary, funding, investment and administration obligations) required to be performed in connection with their pension and benefit plans and the funding agreements therefor have been performed on a timely basis and there are no unfunded or undisclosed liabilities thereunder, except to the extent that the same individually or in aggregate would not result in a Material Adverse Effect. Â - 37 - 3.9 No Order or Judgments There are no orders, judgments, award or decrees outstanding against any Borrower or any Subsidiary, or affecting their assets, that would have a Material Adverse Effect. Â 3.10 Insurance Except for any matters which would individually or in aggregate not have a Material Adverse Effect, all policies of fire, liability, workersâ€™ compensation, casualty, flood, business interruption, third party liability, and other forms of insurance owned or held by the Borrowers and the Subsidiaries provide insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) in each case as are usually insured against in the same general area by companies engaged in the same or a similar business for the assets and operations of the Borrowers and the Subsidiaries (as applicable). Â 3.11 Solvency No Borrower is an â€œinsolvent personâ€ within the meaning of the Bankruptcy and Insolvency Act (Canada) or the United States Bankruptcy Code. Â 3.12 Environmental Matters Neither the property of the Borrowers and the Subsidiaries, nor the operations conducted thereon violate any applicable order of any Governmental Authority made pursuant to Environmental Laws, where such violation would result in remedial obligations having a Material Adverse Effect. Â 3.13 Money Laundering Laws The operations of the Borrowers are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the other applicable money laundering Laws to which they are subject, including the rules and regulations thereunder (collectively, the â€œMoney Laundering Lawsâ€) and no action, suit or proceeding by or before any court or governmental agency, authority or body involving any of them with respect to the Money Laundering Laws is pending, except as disclosed in writing to the Lender or as would not have a Material Adverse Effect. Â 3.14 Office of Foreign Assets Control None of the Borrowers and none of their respective directors, officers, Subsidiaries, or, to their knowledge, employees is (a)Â a person included in the Specially Designated Nationals and Blocked Persons Lists (the â€œOFAC Listsâ€), as published from time to time by the Office of Foreign Assets Control of the U.S. Treasury Department (â€œOFACâ€), or (b)Â currently subject to any U.S. economic sanctions administered by OFAC. Â - 38 - 3.15 Survival of Representations and Warranties The representations and warranties set out in this Article 3 and in any certificate, notice, delivered pursuant to this Agreement will survive the execution and delivery of this Agreement notwithstanding any investigation or examination that may be made by the Lenders. Â 3.16 Deemed Repetition The representations and warranties of the Borrowers contained in this Article 3 will be deemed to be repeated on the date of the delivery of each Borrowing Request and each rollover of a Borrowing as if made on each such date, unless such representations and warranties expressly refer to a different date. ARTICLE 4 CONDITIONS PRECEDENT TO LOANS Â 4.1 Conditions to Borrowings The obligation of the Lenders to make a Loan on the occasion of any Borrowing (including on the occasion of the initial Borrowings hereunder), is subject to the satisfaction of the following conditions: it being understood that the conditions are included for the exclusive benefit of the Lenders and may be waived in writing in whole or in part by the Lenders at any time: Â Â (a) the representations and warranties of the Borrowers set forth in this Agreement shall be true and correct on and as of the date of each such Borrowing, as if made on such date unless such representations and warranties expressly refer to a different date; Â Â (b) at the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing; and Â Â (c) the Lenders shall have received a Borrowing Request in the manner and within the time period required by SectionÂ 2.3. ARTICLE 5 AFFIRMATIVE COVENANTS Until the expiry or termination of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lenders that: Â 5.1 Financial Statements and Other Information The Borrowers will furnish or cause to be furnished to the Lenders: Â 5.1.1 at the request of the Lenders, the most recently prepared unaudited financial statements of any Borrower; Â - 39 - 5.1.2 forthwith after a Responsible Officer of a Borrower learns of the existence of a Default or Event of Default, the certificate of such Borrower, signed by a Responsible Officer, specifying the event which constitutes a Default or Event of Default and the steps being taken to cure such Default or Event of Default; Â 5.1.3 forthwith after a Responsible Officer of a Borrower learns that any representation or warranty is inaccurate in any material respect when made or deemed to have been made, notice thereof; Â 5.1.4 forthwith upon receipt thereof, notice to the Lenders of any action, suit or proceeding affecting any Borrower or any Subsidiary that would, if determined adversely, have a Material Adverse Effect and will, from time to time, furnish the Lenders with such information reasonably required by the Lenders with respect to the status of any such action, suit or proceeding; and Â 5.1.5 such other information as any Lender may from time to time reasonably request. Â 5.2 Existence; Conduct of Business Each Borrower will maintain its existence in good standing and conduct its businesses in a prudent manner. Â 5.3 Timely Payment The Borrowers will make due and timely payment, as provided for herein, of the principal of all Loans, all interest thereon and all fees and other amounts required to be paid hereunder. Â 5.4 Books and Records The Borrowers will at all times keep true and complete financial books and records and accounts in accordance with, to the extent applicable, GAAP. Â 5.5 Compliance with Laws The Borrowers will, and will cause the Subsidiaries to, comply with all Laws applicable to them or their property, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. The Borrowers will not directly or indirectly (a)Â lend or contribute by way of equity the proceeds of the Loans to any Person on the OFAC Lists at the time of such loan or contribution or any Person that is known to the Borrowers as being owned or controlled by a Person on the OFAC Lists at such time, or (b)Â knowingly use or otherwise knowingly make available the proceeds of the Loans to any subsidiary, joint venture partner or other Person in violation of any of the U.S. economic sanctions administered by OFAC. Â 5.6 Insurance The Borrowers will, and will cause the Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to their respective properties and Â - 40 - business against such liabilities, casualties, risks and contingencies and in such types (including business interruption insurance and, to the extent available at commercially reasonable rates, flood insurance) and amounts as is customary in the case of Persons engaged in the same or similar businesses, except where the occurrence of such non-compliance, individually or in the aggregate, would not result in a Material Adverse Effect. Â 5.7 Operation of Business The Borrowers will, and will cause the Subsidiaries to, maintain all necessary licences, approvals and permits and manage and operate their businesses in compliance in all material respects with all Applicable Laws, except where a failure to so maintain, manage and operate would not result in a Material Adverse Effect. Â 5.8 Maintenance of Assets The Borrowers will cause their properties and the properties of the Subsidiaries, to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in their judgment may be necessary so that the

business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing will prevent or restrict the sale, abandonment or other disposition of any of such properties or any failure to take any of the foregoing actions where such action or failure would not result in a Material Adverse Effect. Â 5.9 Payment of Taxes The Borrowers will, and will cause the Subsidiaries to, on or before the date for payment thereof, pay all Taxes imposed upon them or upon their assets, the non-payment of which would result in a Material Adverse Effect, except any such Tax that is being contested in good faith and by proper proceedings and as to which appropriate reserves are maintained in accordance with generally accepted accounting principles. Â 5.10 Use of Proceeds The Borrowers will use the proceeds of all Borrowings obtained under the Credit Facility only for the purposes set out in SectionÂ 2.1.2 of this Agreement. ARTICLE 6 NEGATIVE COVENANTS Until the termination or expiry of the Credit Facility and the payment in full of all Obligations owing hereunder, the Borrowers covenant and agree with the Lenders that: Â 6.1 Fundamental Changes None of the Borrowers (in each case, a â€œPredecessorâ€) will enter into any transaction whereby all or substantially all of its assets would become the property of any other Person (a Â - 41 - â€œSuccessorâ€) whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale or otherwise, unless: Â Â (a) no Default or Event of Default will have occurred and remain outstanding and such transaction will not result in the occurrence of any Default or Event of Default; and Â Â (b) prior to or contemporaneously with the consummation of such transaction the Predecessor and/or the Successor have executed such instruments and delivered such legal opinions as the Lenders reasonably request in forms acceptable to the Lenders acting reasonably, and done such things as are necessary or advisable to establish that upon the consummation of such transaction; Â Â (i) the Successor will have assumed all the covenants and obligations of the Predecessor under this Agreement; and Â Â (ii) this Agreement will be a valid and binding obligation of the Successor entitling the Lenders, as against the Successor, to exercise all its rights under its Agreement; (whereupon such Successor will become a Borrower hereunder, entitled to exercise every right and power of the Predecessor hereunder with the same effect as if such Successor had been named as a Borrower hereunder, whereupon the Predecessor will be released from all of its covenants and the Obligations). The foregoing will not apply to any transfer of any assets by any Borrower to any other Borrower or any Subsidiary. ARTICLE 7 EVENTS OF DEFAULT Â 7.1 Events of Default If any of the following events (â€œEvents of Defaultâ€) occurs: Â Â (a) the Borrowers fail to pay the Obligations (or any part thereof) on the Maturity Date; Â Â (b) the Borrowers fail to pay other amount owing hereunder when due and such failure continues unremedied for a period of five Business Days after written notice thereof from any Lender; Â Â (c) any representation or warranty made or deemed made by or on behalf of any Borrower hereunder will prove to have been incorrect in any material respect when made or deemed to be made and if such incorrect representation or warranty is not remedied within 15 Business Days after notice thereof from any Lender to the Borrowers; Â - 42 - Â (d) any Borrower fails to observe or perform any other covenant, condition or agreement contained in this Agreement and such failure continues unremedied for a period of 20 Business Days after written notice thereof from any Lender; Â Â (e) any Borrower: Â Â (i) becomes insolvent, or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due, or admits in writing its inability to pay its debts generally, or declares any general moratorium on its indebtedness, or proposes a compromise or arrangement between it and any class of its creditors; Â Â (ii) commits an act of bankruptcy under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law, or makes an assignment of its property for the general benefit of its creditors under such Act or under analogous foreign law, or makes a proposal (or files a notice of its intention to do so) under such Act or under analogous foreign law; Â Â (iii) institutes any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief, under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; Â Â (iv) applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; or Â Â (v) threatens to do any of the foregoing, or takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this SectionÂ 7.1(e) or in SectionÂ 7.1(f), or otherwise acts in furtherance thereof or fails to act in a timely and appropriate manner in defence thereof; Â Â (f) any petition, proposal or notice of intention to file a proposal is filed, application made or other proceeding instituted against or in respect of any Borrower: Â - 43 - Â (i) seeking to adjudicate it an insolvent; Â Â (ii) seeking a receiving order against it under the Bankruptcy and Insolvency Act (Canada), the United States Bankruptcy Code or under analogous foreign law; Â Â (iii) seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief under any federal, provincial or foreign Law in effect on the Effective Date or thereafter arising relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the Bankruptcy and Insolvency Act (Canada), the Companiesâ€™ Creditors Arrangement Act (Canada), the United States Bankruptcy Code and any applicable corporations legislation) or at common law or in equity; or Â Â (iv) seeking the entry of an order for relief or the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 60 days after the institution thereof; provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the applicable Borrower thereunder in the interim, such grace period will cease to apply, and provided further that if such Borrower files an answer admitting the material allegations of a petition filed against it in any such proceeding, such grace period will cease to apply; Â Â (g) any other event occurs which, under the Laws of any applicable jurisdiction, has an effect equivalent to any of the events referred to in either of Sections 7.1(e) or (f) and, if the event is equivalent to the event referred to in (f)Â (subject to the same provisos), the 60 day grace period will apply as set out in (f); Â Â (h) any one or more judgments for the payment of borrowed money in an aggregate amount in excess of the Specified Threshold Amount is rendered against any Borrower and such Borrower has not (i)Â provided for the discharge of such judgment in accordance with its terms within 30 days from the date of entry thereof, or (ii)Â procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment continues to be stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal; provided that if enforcement and/or realization proceedings or similar process are lawfully Â - 44 - commenced in respect thereof in the interim, such grace period will cease to apply; Â Â (i) any property of any Borrower having a fair market value in excess of the Specified Threshold Amount is seized (including by way of execution, attachment, garnishment, levy or distraint) or any lien thereon securing indebtedness is enforced against such property, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of such property, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property, and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution or other seizure or right, continues in effect and is not released or discharged for more than 30 days or such longer period during which entitlement to the use of such property continues with the affected Borrower and the affected Borrower is contesting the same in good faith and by appropriate proceedings, provided that if the property is removed form the use of the affected Borrower or is sold in the interim, such grace period shall cease to apply; Â Â (j) any Borrower shall fail to pay any principal or premium or interest in respect of any indebtedness for borrowed money in an aggregate amount exceeding the Specified Threshold Amount when the same becomes due and payable

(whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness for borrowed money; or Â Â (k) this Agreement, at any time for any reason, terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of the Borrowers is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Borrower, or any Borrower denies that it has any or any further liability or obligation hereunder or thereunder, or any action or proceeding is commenced to enjoin or restrain the performance or observance by the Borrowers of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, then, and in every such event, and at any time thereafter during the continuance of such event or any other such event, the Lenders may, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i)Â terminate the availability of the Credit Facility, and thereupon the Credit Facility will terminate immediately, and (ii)Â declare all Loans and Obligations then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of all Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder, will become due and payable immediately, without presentment, demand, protest or Â - 45 - other notice of any kind except as set forth earlier in this paragraph, all of which are hereby waived by the Borrowers. Â 7.2 Legal Proceedings If any Event of Default occurs, the Lenders may, in their discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrowers authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrowers to the Lenders and proceed to exercise any and all rights and remedies hereunder, and no such remedy for the enforcement of the rights of the Lenders will be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination. Â 7.3 Non-Merger The taking of a judgment or judgments or any other action or dealing whatsoever by any Lender in respect of this Agreement will not operate as a merger of any indebtedness of any Borrower to the Lenders or in any way suspend payment or affect or prejudice the rights, remedies and powers, legal or equitable, which the Lenders may have in connection with such liabilities and the surrender, cancellation or any other dealings with any security for such liabilities will not release or affect the liability of any Borrower hereunder. ARTICLE 8 SUBORDINATION AND DEPOSITS Â 8.1 Subordination The Lenders hereby agree as follows: Â Â (a) the payment of the Obligations is subordinated and, subject to the right of payment to the extent and in the manner set forth in paragraph (b)Â below, postponed to the repayment in full of all other indebtedness of the Borrowers (or any of them) and all liabilities and obligations of the Borrowers (or any of them) to any holder of such indebtedness of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, whether as principal or surety and whether under a credit agreement, promissory note, guarantee or otherwise (collectively, the â€œSenior Debtâ€), as such Senior Debt may be modified renewed, extended, increased or modified in any way from time to time and including all principal, interest, fees, expenses and other amounts owing from time to time in respect of such Senior Debt; Â Â (b) the Lenders may not receive any payment in respect of any Obligations unless, at the time of such payment, all amounts then due and owing under or in respect of the Senior Debt have been paid in full and no default exists in respect of the Senior Debt or any document evidencing, securing or relating to the Senior Debt; Â - 46 - Â (c) the Lenders shall not accept any mortgage, pledge, hypothec or other charge, lien or encumbrance on any property, asset or undertaking of any Borrower in respect of the Obligations; Â Â (d) the Lenders shall not initiate or prosecute any claim, action or other proceeding challenging the enforceability of any Senior Debt or object to any borrowing under any Senior Debt; Â Â (e) the Lenders agree, at the request of any holder of Senior Debt, to execute and deliver to such holder a confirmation of the subordination provided for herein in the form attached as Exhibit C, but without prejudice to the rights of any holder of Senior Debt that does not request or receive such a confirmation; and Â Â (f) the Borrowers are not restricted from incurring indebtedness or charging their property and undertaking to secure any indebtedness or other obligations. Â 8.2 Deposits Until the Maturity Date, the Lenders or their nominees may from time to time request to place amounts on deposit with a Borrower or its nominee. If a Borrower or its nominee agrees to accept such a deposit, then the parties agree that the terms set out in Exhibit B will govern such deposit and the parties to such arrangement will execute a Deposit Record substantially in the form of Exhibit B. ARTICLE 9 MISCELLANEOUS Â 9.1 Notices Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email in each case to the addressee, as follows: Â 9.1.1 if to the Borrowers: if to BEP Subco Inc.: BEP Subco Inc. 181 Bay Street, Suite 300 Toronto, Ontario M5J 2T3 Attention: â€‚â€‰Jennifer Mazin Email: â€fâ€fJennifer.Mazin@brookfield.comjennifer.mazin@brookfield.com Â - 47 - 9.1.2 if to the Lenders: if to Brookfield BRP Holdings (Canada) Inc.: Brookfield BRP Holdings (Canada) Inc. 73 Front Street Fifth Floor Hamilton, HM 12 Bermuda Attention: â€‚Jane Sheere Email: â€fâ€fjane.sheere@brookfield.com Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement will be deemed to have been given on the date of receipt. Â 9.2 Waivers No failure or delay by the Lenders in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. Any waiver of any provision of this Agreement or consent to any departure by the Borrowers therefrom will be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of any Loan will not be construed as a waiver of any Default, regardless of whether any Lender may have had notice or knowledge of such Default at the time. Â 9.3 Expenses; Indemnity Â 9.3.1 The Borrowers will pay all reasonable out-of-pocket expenses incurred by the Lenders, including the reasonable fees, charges and disbursements of external counsel for the Lenders in connection with the negotiation and preparation of this Agreement (whether or not the transactions contemplated hereby or thereby will be consummated), the management and administration of Loans and this Agreement (whether or not any Borrowings are made hereunder), any amendments, modifications or waivers of the provisions of this Agreement, and the collection, enforcement or protection of the Lendersâ€™ rights in connection with this Agreement, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Credit Facility and the Loans. Â 9.3.2 Each Borrower will indemnify each Lender, its directors, officers and employees (each such Person including the directors, officers and employees herein referred to as an â€œIndemniteeâ€) against, and hold each Indemnitee harmless from, any and all losses, Â - 48 - Â claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind asserted by third parties, and all reasonable out-of-pocket expenses to which any Indemnitee may become subject arising out of or in connection with (a)Â the execution or delivery by the Lenders of this Agreement or any agreement or instrument contemplated hereby, the performance by the Lenders of their obligations hereunder and the consummation of the transactions contemplated hereunder, (b)Â any Loan or any actual or proposed use of the proceeds therefrom, (c)Â any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, (d)Â any other aspect of this Agreement, and (e)Â the enforcement of any Indemniteeâ€™s rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, wilful misconduct or wilful material breach of this Agreement by such Indemnitee. Â 9.4 Currency Indemnity If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Financing Document, it becomes necessary to convert into the currency of such jurisdiction (the â€œJudgment Currencyâ€) any amount due under this Agreement or under any other Financing Document in

any currency other than the Judgment Currency (the â€œCurrency Dueâ€), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose â€œrate of exchangeâ€ means the rate at which the Lenders are able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with their normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by any Lender of the amount due, the Borrowers will, on the date of receipt by such Lender, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by such Lender on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Lender is the amount then due under this Agreement or such other Financing Document in the Currency Due. If the amount of the Currency Due which a Lender is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrowers shall indemnify and save each Lender harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Financing Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Lender from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Financing Document or under any judgment or order. Â - 49 - 9.5 Successors and Assigns and Additions of Lenders Â 9.5.1 The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may, without the prior written consent of the Lenders, assign or otherwise transfer any of its rights or obligations hereunder to any Person other than a Successor pursuant to a transaction that is completed in compliance with SectionÂ 6.1. Â 9.5.2 A Lender may assign to one or more assignees all or any portion of its rights and obligations under this Agreement at any time upon giving the Borrowers written notice thereof. Â 9.5.3 Any Lender may at any time and from time to time add any Person as a Lender hereunder by delivering written notice of such designation to the Borrowers. From and after the delivery of any such written notice by any Lender, each Person that is so designated as a Lender hereunder will be entitled to all rights and benefits of this Agreement and be jointly and severally liable with each other Lender hereunder for the obligations of the Lenders hereunder. The Lenders may designate and appoint one or more of the Lenders or any other Person as their agents under this Agreement for the purposes of receiving all notices and requests to be issued, giving all consents and approvals and receiving all payments to be made to the Lenders hereunder and the Borrowers will be entitled to rely on any such designation and appointment and will be deemed to have discharged their obligations hereunder if such notices and requests are delivered, consents and approvals are obtained and payments are made in accordance with such designations and appointments. Â 9.6 Agreement between Lenders The Lenders agree that, unless they agree otherwise as between themselves with respect to any Loans or any of their obligations hereunder, the following provisions shall apply to govern their respective rights and obligations as between each other: Â Â (a) all Loans will be advanced by the Lenders equally, with each of the Lenders advancing its pro rata share of each Loan requested by the Borrowers hereunder; Â Â (b) notwithstanding SectionÂ 9.6(a), each of the Lenders will be jointly and severally liable to the Borrowers for the obligations of the Lenders to advance Loans to the Borrowers hereunder; Â Â (c) all payments received by the Lenders (or any of them) in respect of the Obligations (whether from the Borrowers, by the exercise of remedies, by set-off or otherwise) will be applied in the following order of priority: Â Â (i) first, to reimburse the Lenders for all unreimbursed expenses and costs incurred by them and indemnification amounts owing to them, with each Lender receiving its pro rata share based on the aggregate of such amounts owing to it; Â - 50 - Â (ii) second, to pay all accrued but unpaid interest and breakage costs owing to the Lenders, on a pro rata basis based on the respective amounts owing to them; Â Â (iii) third, to pay all principal owing to the Lenders, on a pro rata basis based on the respective amounts of principal owing to them; and Â Â (iv) fourth, to pay any other Obligations owing to the Lenders, on a pro rata basis based on their share of such Obligations; and Â Â (d) all decisions will be made by the Lenders unanimously. Â 9.7 Amendments The Lenders acknowledge that BEP Subco Inc. or such other Borrowerthe Borrowers will be entitled to borrow money under the Credit Facility for the purposes of making distributions to its parent company, Brookfield Renewable Holdings Corporation (â€œBEPCâ€BRHCâ€) (formerly Brookfield Renewable Corporation). Any amendment, modification or waiver to this Agreement that would reasonably be expected to adversely impact a Borrowerâ€™s ability to so use the Credit Facility and as a result, the economic equivalence of athe class A exchangeable subordinate voting shareshares (the â€œClass A Shareâ€)Sharesâ€) of Brookfield Renewable Corporation (formerly 15052127 B.C. Ltd., (â€œBEPCâ€), being the sole class A.1 shareholder of BEPCBRHC) with a limited partnership unit (a â€œBEP Unitâ€) of Brookfield Renewable Partners L.P., shall only be consented to by such Borrowerthe Borrowers if such amendment, modification or waiver has been approved (i)Â at a duly called annual or special meeting of BEPCâ€™s shareholders, by the affirmative vote or consent or vote, as applicable, of holders of a majority of the outstanding ClassÂ A Shares not held by Brookfield Corporation, Brookfield Renewable Partners L.P. or their controlled affiliates, voting as a class, at a duly called annual or special meeting of BEPC (â€œBEPC ClassÂ A Shareholder Approvalâ€), or (ii)Â in the event that there is more than one independent director of BEPC (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) who does not also serve on the board of the general partner of Brookfield Renewable Partners L.P. (each a â€œnon-overlapping directorâ€), the approval ofby a majority of such non-overlapping directors. In connection with a proposed amendment, modification or waiver of this Agreement that would reasonably be expected to impact the economic equivalent of a ClassÂ A Share with a BEP Unit, BEP Subco Inc. shall cause BEPC to call a special meeting of BEPC shareholders for purposes of obtaining BEPC ClassÂ A Shareholder Approval. Â 9.8 Amendment and Restatement This Agreement amends and restates the Existing Credit Agreement in its entirety on the terms and subject to the conditions set forth herein and shall not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement or evidence payment of all or any of such obligations or liabilities. All â€œObligationsâ€ (as defined in the Existing Credit Agreement) Â - 51 - that were outstanding under the Existing Credit Agreement shall be deemed to be Obligations hereunder. Â 9.9 Survival All covenants, agreements, representations and warranties made by the Borrowers herein will be considered to have been relied upon by the Lenders and will survive the execution and delivery of this Agreement and the making of any Loans, and all such covenants and agreements will continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Credit Facility has not expired or been terminated other than these amounts claimed or capable of being claimed under sections of this Agreement which by the terms of this Agreement, survive termination of this Agreement. Sections 2.9, 9.3 and 9.9 will survive and remain in full force and effect, regardless of the repayment of the Obligations or the expiration or termination of the Credit Facility or this Agreement or any provision hereof. Â 9.10 Counterparts; Integration; Effectiveness This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Lenders, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement will become effective when it will have been executed by the Lenders and when the Lenders will have received the counterpart hereof which, when taken together, bears the Borrowersâ€™ signatures, and thereafter will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed original counterpart of a signature page of this Agreement by facsimile will be as effective as delivery of a manually executed original counterpart of this Agreement. Â 9.11 Severability Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a

particular provision in a particular jurisdiction. Â 9.12 Right of Set Off If an Event of Default will have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Borrower against any of and all of the obligations of the Borrowers under this Agreement held by such Lender, irrespective of whether or not such Lender will have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lenders under Â - 52 - this section are in addition to other rights and remedies (including other rights of set off) which the Lenders may have. Â 9.13 Governing Law; Jurisdiction This Agreement will be construed in accordance with and governed by the Laws of the Province of Ontario. Each of the Borrowers hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the Province of Ontario. Â 9.14 Waiver of Jury Trial Each party hereto waives, to the fullest extent permitted by Applicable Law, any right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. Â 9.15 Headings Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. Â 9.16 Limited Recourse Recourse under this Agreement against each Borrower will be limited to the property and assets of such Borrower, and this Agreement will not be personally binding upon, and resort will not be had to, nor will recourse or satisfaction be sought from the private property of, any of the limited partners, unitholders or securityholders of such Borrower (unless such Person is also a Borrower hereunder). Â - 53 - IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written. Â BEP SUBCO INC. Per: Â Â Â Name: Â Title: BROOKFIELD BRP HOLDINGS (CANADA) INC. Per: Â Â Â Name: Â Title: A&R Subordinated Credit Agreement â€“ BEP Subco / BRPHC EXHIBIT A FORM OF BORROWING REQUEST Date: âˆŽ The undersigned, BEP Subco Inc. (the â€œBorrowerâ€), refers to the Amended and Restated Subordinate Credit Agreement made effective as of DecemberÂ 31, 2023, between the undersigned, as a Borrower, and Brookfield BRP Holdings (Canada) Inc. and the other Persons party thereto as lenders, as Lenders (as amended, supplemented, restated and assigned from time to time, the â€œCredit Agreementâ€). Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to such terms in the Credit Agreement. The Borrowers hereby gives you notice pursuant to Sections 2.3 of the Credit Agreement that it requests a Borrowing under the Credit Agreement as follows: Â Â (A) Amount and Interest Period: a âˆŽ SOFR Loan in the amount of [$/Cdn$]âˆŽ and with an Interest Period of âˆŽ months / a CORRA Loan in the amount of Cdn$âˆŽ and with an Interest Period of âˆŽ months / a U.S. Base Rate Loan in the amount of $âˆŽ / a Canadian Prime Rate Loan in the amount of Cdn$âˆŽ. Â Â (B) Date of Borrowing: âˆŽ Â Â (C) Account of the Borrower to which the funds are to be disbursed: âˆŽ Â Â (D) The undersigned confirms having read the provisions of the Credit Agreement which are relevant to the furnishing of this Borrowing Request. The undersigned confirms that the Borrowers have complied with all conditions precedent for the requested Borrowing. The Borrower hereby certifies that the representations and warranties of the Borrowers set forth in the Credit Agreement are true and correct on and as of the date hereof as if made as of the date hereof, and that no Default or Event of Default exists. Â BEP SUBCO INC. Per: Â Â Â Name: Â Title: EXHIBIT B FORM OF DEPOSIT RECORD Â âˆŽ, 20âˆŽ Â Toronto FOR VALUE RECEIVED, âˆŽ (â€œDepositeeâ€), having its principal office at âˆŽ, promises to pay on demand to the order of âˆŽ (â€œDepositorâ€), having its principal office at âˆŽ, the Principal Amounts (as defined below) as the Depositor may from time to time advance to the Depositee, together with interest from the date hereof at the Interest Rate (as defined below), calculated and compounded monthly, both before and after maturity, default and judgment and until actual payment, with interest on overdue interest at the same rate. WHEREAS, the Depositor may make deposits with the Depositee from time to time (each a â€œDepositâ€); NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows: WHEN USED HEREIN, the following capitalized terms will have the following meanings: â€œAdjusted Term SOFRâ€ means, for purposes of any calculation, the rate per annum equal to Term SOFR for such calculation plus 0.10%Â per annum. â€œBusiness Dayâ€ means any day except a Saturday, Sunday or other day on which commercial banks in New York City or Toronto, Canada are authorized or required by law to close and, in connection with Term SOFR, is also not a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. â€œDeposit Dateâ€ will be the date of each advance under this Note. â€œDepositsâ€ mean, collectively, all Deposits advanced by the Depositor to the Depositee from time to time. â€œEvents of Defaultâ€ means the occurrence of any of the following, each of which will constitute an Event of Default under this Note: Â (a) i. Failure to make any payment of interest or principal on this Note when due, or failure to pay the principal balance of this Note on demand; or Â Â (b) ii. Failure to pay any other amount payable pursuant to this Note when due and payable in accordance with the provisions hereof, with such failure continuing for ten (10)Â Business Days after Depositor delivers written notice thereof to Depositee; or Â Â (c) iii. Any default in the performance of the obligations pursuant to SectionÂ 3; or Â Â (d) iv. Any insolvency or bankruptcy of Depositee. â€œGovernmental Authorityâ€ will mean any nation or government, any federal, state, provincial, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government. â€œInterest Rateâ€ means, with respect to any calendar month, a rate equal to the Adjusted Term SOFR for one month + 0.70%Â per annum as determined on the Deposit Date and thereafter on the first day of such calendar month, noting that such rate may be revised so as to reflect market terms prior to any deposit being made, based on the deposit rates of at least two commercial banks. â€œMaterial Adverse Effectâ€ will mean any event or condition that has a material adverse effect on the ability of Depositee to repay the principal and interest of the Obligations as they become due. â€œNoteâ€ means this Deposit Record and â€œNotesâ€ means, collectively, all such Deposit Records evidencing Deposits advanced by Depositor to Depositee from time to time. â€œObligationsâ€ will mean all obligations, liabilities and indebtedness of every nature of Depositee from time to time owing to Depositor under or in connection with this Note and the Deposits (including all Principal Amounts and all interest accrued thereon). â€œPayment Datesâ€ will be âˆŽ and âˆŽ in each calendar year, commencing on âˆŽ. â€œPersonâ€ will mean an individual, a corporation, a partnership, an association, a trust, a limited liability company or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. â€œPrincipal Amountâ€ will mean, with respect to any Deposit, the principal amount of such Deposit. â€œRequirements of Lawâ€ will mean, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case Â - 2 - applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject. â€œTerm SOFRâ€ means, for the applicable tenor of one month, the forward looking rate based on SOFR (the â€œTerm SOFR Reference Rateâ€) on the day (such day, the â€œTerm SOFR Determination Dayâ€) that is two (2)Â Business Days prior to the first day of the applicable month, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3)Â Business Days prior to such Term SOFR Determination Day, provided, that if Term SOFR determined as provided above shall ever be less than zero, then Term SOFR shall be deemed to be zero. â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Depositor in its reasonable discretion). 1. The Obligations will be due and payable in lawful money of the United States of America as follows: a. On each Payment Date until this Note is paid in full on demand, Depositee will pay to Depositor all interest then accrued on each Principal Amount at the Interest Rate. Depositee may request, and Depositor may, in its

sole discretion, agree that any interest payable by Depositee under this Note will continue to accrue until such date as Depositor may agree to. b. On demand, but in any event, no later than âˆŽ, Depositee will pay to Depositor the Obligations then outstanding. c. Amounts due on this Note will be payable, without any counterclaim, setoff or deduction whatsoever except for any withholding taxes that Depositee is required to withhold at law, at the office of Depositor or its agent or designee at the address set forth in the first paragraph of this Note or at such other place as Depositor or its agent or designee may from time to time designate in writing. d. Depositee acknowledges that the actual recording of amounts advanced and amounts paid on the attached grid schedule shall, in the absence of manifest error, be prima facie evidence of the same; provided that the failure of Depositor to record the same on the grid schedule shall not affect the obligation of the undersigned to pay or Â - 3 - repay the amounts advanced by Depositor, together with interest thereon at the Interest Rate. 2. In order to induce Depositor to make the Deposits, Depositee makes the following representations and warranties as of each Deposit Date. Such representations and warranties, will survive the effectiveness of this Note, the execution and delivery hereof and the making of the Deposits. a. Depositee (i)Â is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii)Â is duly authorized and qualified to do business and is in good standing under the laws of each jurisdiction where such qualification is required, except where the failure to be so qualified and in good standing would not result in a Material Adverse Effect, and (iii)Â has all powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or as it is presently proposed to be conducted except where the failure to have the same would not result in a Material Adverse Effect. b. Depositee has the power and authority to execute, deliver and carry out the terms and provisions of this Note and has taken all necessary action to authorize the execution and delivery on behalf of Depositee and the performance by Depositee hereof. Depositee has duly executed and delivered this Note and this Note constitutes the legal, valid and binding obligation of Depositee, enforceable against Depositee in accordance with its terms. c. Neither the execution, delivery or performance by Depositee of this Note, nor compliance by Depositee with the terms and provisions hereof, nor the consummation of the transactions contemplated hereby, (i)Â will contravene any applicable provision of any material law, statute, rule, regulation, order, writ, injunction or decree of any court or governmental instrumentality that is binding on Depositee or its property, or (ii)Â will conflict, in any material respect, with or result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a material default under, any agreement to which Depositee is a party or by which it or any of its assets is bound. 3. Depositee covenants and agrees that so long as the Deposits are outstanding and until payment in full of all of the Obligations, unless Depositor will otherwise give prior written consent: a. Depositee will at all times maintain its existence and preserve and keep in full force and effect its rights and franchises material to its businesses, except where the loss or termination of such rights and franchises would not have a Material Adverse Effect;. Â - 4 - b. Depositee will remain qualified to do business and maintain its good standing in each jurisdiction in which the nature of its business and the ownership of its property requires it to be so qualified and in good standing, except where noncompliance would not have a Material Adverse Effect; and c. Depositee will comply with all Requirements of Law, except where noncompliance would not have a Material Adverse Effect. 4. Depositee may prepay the Principal Amount of any Deposit in full or in part at any time together with all interest accrued on such prepaid amount. 5. If Depositee defaults in the payment of any payment that is due on any Payment Date (or such later date as Depositor has agreed pursuant to section 1(a) that such installment is due), then Depositee will pay to Depositor a late payment charge in an amount equal to five percent (5%)Â of the amount of the installment not paid as aforesaid. Said late charge payments, if payable, will be payable without notice or demand by Depositor, and are independent of and have no effect upon the rights of Depositor under paragraph 1 above. 6. This Note will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. 7. Depositee will execute and acknowledge (or cause to be executed and acknowledged) and deliver to Depositor all documents, and take all actions, reasonably required by Depositor from time to time to confirm the rights created or now or hereafter intended to be created under this Note, to protect and further the validity and enforceability of this Note, or to otherwise carry out the purposes of the Note and the transactions contemplated hereunder; provided, however, that no such further actions, assurances and confirmations will increase Depositeeâ€™s obligations under this Note. 8. No modification, amendment, extension, discharge, termination or waiver (a â€œModificationâ€) of this Note or any provision thereof, nor consent to any departure by Depositee therefrom, will in any event be effective unless the same will be in a writing signed by the party against whom enforcement is sought, and then such waiver or consent will be effective only in the specific instance, and for the purpose, for which given. Except as otherwise expressly agreed to by Depositor in writing, no Modification will entitle Depositee to any other or future Modification, whether in the same, similar or other circumstances. Depositor does not hereby agree to, nor does the Depositor hereby commit itself to, enter into any Modification. IN WITNESS WHEREOF, Depositee has caused this Note to be executed and delivered as of the day and year first above written. Â - 5 - âˆŽ By: Â Â Â Name: Â Title: Â - 6 - Currency: Â Â _____US Dollars Â DATE Â Â DEPOSITNUMBER Â Â ADVANCES Â Â INTEREST RATE Â Â PRINCIPALPAYMENTS Â Â UNPAIDBALANCE Â Â NOTATIONMADE BY Â Â Â 1 Â Â Â

longer in its best interests or the interests of its policyholders. This letter agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This letter agreement may be amended or modified only by an instrument in writing executed by Brookfield Wealth Solutions Ltd. and Brookfield Corporation. Please confirm your agreement with the foregoing by executing in the space indicated below. [Signature Page Follows] BROOKFIELD WEALTH SOLUTIONS LTD. By: Â /s/ Anna Knapman-Scott Â Name: Anna Knapman-Scott Title: Secretary Â [Signature Page â€“ BN and BNT Voting Agreement in respect of New BEPC] Accepted and agreed as of the date first written above: Â BROOKFIELD CORPORATION By: Â /s/ Swati Mandava Â Name: Swati Mandava Title: Managing Director, Legal and Regulatory Â [Signature Page â€“ BN and BNT Voting Agreement in respect of New BEPC] EX-99.12 13 d168282dex9912.htm EX-99.12 EX-99.12 Exhibit 99.12 Â Mailing Address: PO Box 9431 Stn Prov Govt Victoria BC V8W 9V3 www.corporateonline.gov.bc.ca Location: 2nd Floorâ€”940 Blanshard Street Victoria BC 1 77 526-1526 Notice of Articles BUSINESS CORPORATIONS ACT CERTIFIED COPY Of a Document filed with the Province of British Columbia Registrar of Companies T.K. SPARKSNOTICE OF ARTICLES Name of Company: BROOKFIELD RENEWABLE CORPORATION REGISTERED OFFICE INFORMATION Mailing Address: 1500 ROYAL CENTRE 1055 WEST GEORGIA STREET P.O. BOX 11117 VANCOUVER BC V6E 4N7 CANADA Delivery Address: 1500 ROYAL CENTRE 1055 WEST GEORGIA STREET P.O. BOX 11117 VANCOUVER BC V6E 4N7 CANADA RECORDS OFFICE INFORMATION Mailing Address: 1500 ROYAL CENTRE 1055 WEST GEORGIA STREET P.O. BOX 11117 VANCOUVER BC V6E 4N7 CANADA Delivery Address: 1500 ROYAL CENTRE 1055 WEST GEORGIA STREET P.O. BOX 11117 VANCOUVER BC V6E 4N7 CANADA DIRECTOR INFORMATION Last Name, First Name, Middle Name: Zuccotti, Patricia Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Dorn, Nancy Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Blidner, Jeffrey M. Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: MacEwen, Randy Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Maroun, Lou Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Westwell, Stephen Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Deasley, Sarah Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: Cutler, Scott Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Last Name, First Name, Middle Name: de Carvalho Filho, Eleazar Mailing Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA Delivery Address: SUITE 100â€”181 BAY STREET TORONTO ON M5J 2T3 CANADA AUTHORIZED SHARE STRUCTURE 1. No Maximum ClassÂ A Exchangeable Subordinate Voting SharesWithout Par Value With Special Rights or Restrictions attached 2.No MaximumClass B Multiple Voting SharesWithout Par Value With Special Rights or Restrictions attached Number: BC1505127 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE CORPORATION TABLE OF CONTENTS Â Â Â Â Â Â Page Â PARTÂ 1 Â INTERPRETATION Â Â Â 1 Â PARTÂ 2 Â SHARES AND SHARE CERTIFICATES Â Â Â 13 Â PARTÂ 3 Â ISSUE OF SHARES Â Â Â 15 Â PARTÂ 4 Â SHARE REGISTERS Â Â Â 16 Â PARTÂ 5 Â SHARE TRANSFERS Â Â Â 16 Â PARTÂ 6 Â TRANSMISSION OF SHARES Â Â Â 17 Â PARTÂ 7 Â PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Â Â Â 18 Â PARTÂ 8 Â BORROWING POWERS Â Â Â 18 Â PARTÂ 9 Â ALTERATIONS Â Â Â 19 Â PARTÂ 10 Â MEETINGS OF SHAREHOLDERS Â Â Â 20 Â PARTÂ 11 Â PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Â Â Â 22 Â PARTÂ 12 Â VOTES OF SHAREHOLDERS Â Â Â 26 Â PARTÂ 13 Â DIRECTORS Â Â Â 29 Â PARTÂ 14 Â ELECTION AND REMOVAL OF DIRECTORS Â Â Â 31 Â PARTÂ 15 Â POWERS AND DUTIES OF DIRECTORS Â Â Â 36 Â PARTÂ 16 Â INTERESTS OF DIRECTORS AND OFFICERS Â Â Â 37 Â PARTÂ 17 Â PROCEEDINGS OF DIRECTORS Â Â Â 38 Â PARTÂ 18 Â EXECUTIVE AND OTHER COMMITTEES Â Â Â 40 Â PARTÂ 19 Â OFFICERS Â Â Â 42 Â PARTÂ 20 Â INDEMNIFICATION Â Â Â 42 Â PARTÂ 21 Â DIVIDENDS Â Â Â 44 Â PARTÂ 22 Â ACCOUNTING RECORDS AND AUDITOR Â Â Â 45 Â PARTÂ 23 Â NOTICES Â Â Â 46 Â PARTÂ 24 Â PROHIBITIONS Â Â Â 48 Â PARTÂ 25 Â FORUM SELECTION Â Â Â 49 Â Â - i - TABLE OF CONTENTS (continued) Â Â Â Â Â Â Page Â PARTÂ 26 Â SPECIAL RIGHTS AND RESTRICTIONS CLASS A EXCHANGEABLE SUBORDINATE VOTING SHARES Â Â Â 49 Â PARTÂ 27 Â SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Â Â Â 57 Â Â Â - ii - Number: BC1505127 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE CORPORATION (THE â€œCOMPANYâ€) PARTÂ 1 INTERPRETATION Definitions Â 1.1 In these Articles, unless the context otherwise requires: (a) â€œActâ€ means the Business Corporations Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (b) â€œaffiliateâ€ means with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by such Person, or is under common Control of a third Person; (c) â€œBEPâ€ means Brookfield Renewable Partners L.P., a Bermuda exempted limited partnership, and is deemed to refer to all successors, including, without limitation, by operation of Law; (d) â€œBEP-Affiliated ClassÂ A Shareholderâ€ means BEP or a Person Controlled by BEP to the extent BEP or such other Person holds ClassÂ A Shares; (e) â€œBEP Distribution Declaration Dateâ€ means the date on which the BEP GP declares any distribution on the BEP Units; (f) â€œBEP Distributed Rightâ€ has the meaning as provided in clauseÂ (ii) of the definition of â€œConversion Factorâ€ below; (g) â€œBEP GPâ€ means the general partner of BEP from time to time; (h) â€œBEP Liquidation Eventâ€ has the meaning as provided in Â§26.26; (i) â€œBEP Unitâ€ means a limited partnership interest in BEP representing a fractional part of all the limited partnership interests in BEP, other than a preferred limited partnership interest, and which limited partnership interest is designated by BEP as an â€œEquity Unitâ€ (as defined in the Amended and Restated Limited Partnership Agreement of BEP dated as of MayÂ 3, 2016), and includes any limited partnership interest or other equity interest of BEP into which such BEP Unit is converted or for which such BEP Unit is exchanged; (j) â€œBEP Unit Valueâ€ means, with respect to a BEP Unit on a particular date, the market price of a BEP Unit on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the BEP Units are listed on a U.S. National Securities Exchange, the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the BEP Units are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the BEP Units are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose or (v)Â if none of the conditions set forth in clauses (i), (ii), (iii) or (iv)Â is met, then the amount that a holder of one BEP Unit would receive if each of the assets of BEP were sold for its fair market value on such date, BEP were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its partners in accordance with the terms of its partnership agreement; (k) â€œBEP Units Amountâ€ means, with respect to each Tendered Share, such number of BEP Units equal to the Conversion Factor in effect on the Valuation Date with respect to such Tendered Shares; (l) â€œBNâ€ means Brookfield Corporation, a corporation existing under the

Laws of the Province of Ontario, and is deemed to refer to all successors, including, without limitation, by operation of Law; (m) â€œboard of directorsâ€, â€œdirectorsâ€ and â€œboardâ€ mean the directors or sole director of the Company as applicable; (n) â€œBusiness Dayâ€ means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America or Toronto, Ontario, Canada are authorized or required by Law to close; (o) â€œCash Amountâ€ means (a)Â with respect to each Tendered ClassÂ A Share, an amount in cash equal to the product of (i)Â the applicable BEP Units Amount for such Tendered ClassÂ A Share multiplied by (ii)Â the BEP Unit Value as of the applicable Valuation Date, and (b)Â with respect to each Tendered ClassÂ B Share, an amount in cash equal to the BEP Unit Value for such Tendered ClassÂ B Share; (p) â€œClassÂ A Distributed Rightâ€ has the meaning as provided in clauseÂ (iv) of the definition of â€œConversion Factorâ€ below; (q) â€œClassÂ A Dividendâ€ has the meaning as provided in Â§26.2; (r) â€œClassÂ A Shareâ€ means a classÂ A exchangeable subordinate voting share of the Company; (s) â€œClassÂ A Share Valueâ€ means, with respect to a ClassÂ A Share on a particular date, the market price of a ClassÂ A Share on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the ClassÂ A Shares are listed on a U.S. National Securities Exchange, the closing price per ClassÂ A Share (or, if no closing Â - 2 - price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the ClassÂ A Shares are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per ClassÂ A Share (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if the ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the ClassÂ A Shares are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose or (v)Â if none of the conditions set forth in clauses (i), (ii), (iii) or (iv)Â is met then the amount that a holder of one ClassÂ A Share would receive if each of the assets of the Company were sold for its fair market value on such date, the Company were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its shareholders in accordance with the terms of these Articles; (t) â€œClassÂ A Shareholderâ€ means a holder of ClassÂ A Shares; (u) â€œClassÂ A.1 Shareâ€ means a classÂ A.1 exchangeable subordinate voting share of Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation); (v) â€œClassÂ A.2 Shareâ€ means a classÂ A.2 exchangeable non-voting share of Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation); (w) â€œClassÂ B Retraction Amountâ€ has the meaning as provided in Â§27.11; (x) â€œClassÂ B Retraction Rightâ€ has the meaning as provided in Â§27.11; (y) â€œClassÂ B Shareâ€ means a classÂ B multiple voting share of the Company; (z) â€œClassÂ B Shareholderâ€ means a holder of ClassÂ B Shares; (aa) â€œClose of Businessâ€ means 5:00 p.m., Eastern Time; (bb) â€œCompanyâ€ means Brookfield Renewable Corporation; (cc) â€œControlâ€ means the control by one Person of another Person in accordance with the following: a Person (â€œAâ€) controls another Person (â€œBâ€) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of the beneficial ownership of or control over a majority of the voting interests in B; and, for certainty and without limitation, if A owns or has control over shares or other securities to which are attached more than 50% of the votes permitted to be cast in the election of directors of the Governing Body of B or A is the general partner of B, a limited partnership, then in each case A controls B for this purpose; (dd) â€œConversion Factorâ€ means 1.0; provided that in the event that: Â - 3 - (i) BEP (a)Â declares or pays a distribution on its outstanding BEP Units wholly or partly in BEP Units; (b)Â splits or subdivides its outstanding BEP Units or (c)Â effects a reverse unit split or otherwise combines or reclassifies its outstanding BEP Units into a smaller number of BEP Units, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (assuming for such purpose that such distribution, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of BEP Units (determined without the above assumption) issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clauseÂ (i) shall become effective immediately after the Open of Business on the Record Date for such distribution, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such distribution of the type described in this clauseÂ (i) is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the BEP GP determines not to pay such distribution, to the Conversion Factor that would be in effect if such distribution had not been declared. (ii) BEP distributes any rights, options or warrants to all or substantially all holders of BEP Units to convert into, exchange for or subscribe for or to purchase or to otherwise acquire BEP Units (or other securities convertible into, exchangeable for or exercisable for BEP Units) (each a â€œBEP Distributed Rightâ€), then, as of the Record Date for the distribution of such BEP Distributed Rights or, if later, the time such BEP Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such BEP Distributed Rights become exercisable) plus the maximum number of BEP Units deliverable or purchasable under such BEP Distributed Rights and (B)Â the denominator of which shall be (x)Â the number of BEP Units issued and outstanding as of the Close of Business on the Record Date plus (y)Â such number of BEP Units determined by dividing the minimum aggregate cash purchase price under such BEP Distributed Rights of the maximum number of BEP Units purchasable under such BEP Distributed Rights by the average of the BEP Unit Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such BEP Distributed Rights become exercisable); provided, however, that, if any such BEP Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the BEP Distributed Rights, to reflect a reduced maximum number of BEP Units or any change in the minimum aggregate purchase price for the purposes of the above fraction. Any adjustment under this clauseÂ (ii) will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date for such issuance (or, if later, the date such rights, options or Â - 4 - warrants become exercisable). To the extent that the BEP Units are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be decreased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of BEP Units actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such BEP Distributed Rights, there shall be taken into account any consideration received by BEP for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the BEP GP. (iii) â€ƒ(A)â€ƒ BEP distributes to all or substantially all holders of BEP Units evidences of its indebtedness or assets (including securities, but excluding distributions paid exclusively in cash, distributions referred to in clausesÂ (i) or (ii)Â above or any Spin-off referred to in clauseÂ (iii)(B) below) or rights, options or warrants to convert into,

exchange for or subscribe for or to purchase or to otherwise acquire such securities (but excluding distributions referred to in clauseÂ (ii) above), the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such distribution by a fraction (a)Â the numerator of which shall be the average of the BEP Unit Value over the tenÂ (10) consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution and (b)Â the denominator of which shall be the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution less the fair market value on the Record Date for such distribution (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or warrants so distributed applicable to one BEP Unit. Any adjustment under this clauseÂ (iii)(A) will become effective immediately after the Open of Business on the Record Date for such distribution. If such distribution is not paid or made, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to pay or make such distribution, to be the Conversion Factor that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if the fair market value (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or warrants distributable to one BEP Unit is equal to or greater than the average BEP Unit Value referenced above in this clauseÂ (iii)(A), in lieu of the foregoing adjustment, each ClassÂ A Shareholder shall receive from the Company, in respect of each ClassÂ A Share, a distribution of cash payable out of the funds legally available therefor (at the same time as holders of the BEP Units), that in the Â - 5 - determination of the Company, is comparable as a whole in all material respects with the amount of BEP indebtedness or assets or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities that such holder would have received if such holder owned a number of BEP Units equal to the Conversion Factor in effect immediately prior to the Record Date. Â Â (B) Where there has been a Spin-off, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such Spinoff by a fraction (a)Â the numerator of which shall be the average of the Last Reported Sale Prices of the share capital or similar equity interest applicable to one BEP Unit distributed to BEP Unit holders over the Valuation Period plus the average of the BEP Unit Value over the Valuation Period and (b)Â the denominator of which shall be the average of the BEP Unit Value over the Valuation Period; provided that, the Company may elect to pay cash in lieu of making an adjustment to the Conversion Factor provided by this clauseÂ (iii)(B), in which case the Company shall be required to pay to the ClassÂ A Shareholders and the ClassÂ A Shareholders shall be entitled to receive, cash on the third (3rd) Business Day immediately following the last Trading Day of the Valuation Period in an amount in respect of each ClassÂ A Share held, calculated by multiplying the BEP Unit Value on the Record Date of such Spin-off by the amount the Conversion Factor would have increased as a result of such Spin-off if no such cash payment was made. Any adjustment under this clauseÂ (iii)(B) will be made immediately after the Close of Business on the last Trading Day of the Valuation Period, but will be given effect as of the Open of Business on the Record Date for such Spin-off. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A Shareholder during the Valuation Period, references contained in the definition of Valuation Period to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for the purposes of the foregoing for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Record Date of such Spin-off and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. If any such Spin-off does not occur, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to proceed with the Spin-off, to be the Conversion Factor that would then be in effect if such Spin-off had not been pursued. (iv) BEP or one of its subsidiaries makes a payment in respect of a tender or exchange offer for the BEP Units (but excluding for all purposes any tender or exchange offer involving an offer to exchange BEP Units for ClassÂ A Shares or any other security that is economically equivalent to BEP Units), to the extent that the cash and value of any other consideration included in the payment per BEP Unit exceeds the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the â€œExpiration Dateâ€), then the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Trading Day next Â - 6 - succeeding the Expiration Date by a fraction (a)Â the numerator of which shall be (x)Â the sum of the aggregate value of all cash and any other consideration (as determined by the BEP GP) paid or payable in respect of BEP Units in such tender or exchange offer plus (y)Â the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date multiplied by the number of BEP Units issued and outstanding immediately after the Expiration Date (after giving effect to the purchase of all BEP Units accepted for purchase or exchange in such tender or exchange offer, without duplication), and (b)Â the denominator of which shall be the number of BEP Units issued and outstanding immediately prior to the Expiration Date (before giving effect to the purchase of all BEP Units accepted for purchase or exchange in such tender or exchange offer) multiplied by the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date. For greater certainty, no adjustment under this clauseÂ (iv) will be made for any normal course issuer bid or similar stock buyback. Any adjustment under this clauseÂ (iv) will be made immediately after the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date and shall be given effect as of the Open of Business on the day next succeeding the Expiration Date. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A Shareholder during the Valuation Period, references above to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Expiration Date and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. (v) the Company (a)Â declares or pays a dividend on its outstanding ClassÂ A Shares wholly or partly in ClassÂ A Shares; (b)Â splits or subdivides its outstanding ClassÂ A Shares or (c)Â effects a reverse share split or otherwise combines or reclassifies its outstanding ClassÂ A Shares into a smaller number of ClassÂ A Shares, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (determined without the assumption for such purpose that such dividend, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of ClassÂ A Shares (assuming the above assumption has occurred) issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clauseÂ (v) shall become effective immediately after the Open of Business on the Record Date for such dividend, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such dividend of the type described in this clauseÂ (v) is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the board of directors determines not to pay such dividend, to the Conversion Factor that would be in effect if such dividend had not been declared. Â - 7 - (vi) the Company distributes any rights, options or warrants to all or substantially all holders of ClassÂ A Shares to convert into, exchange for or subscribe for or to purchase or to otherwise acquire ClassÂ A Shares (or other securities convertible into, exchangeable for or exercisable for ClassÂ A Shares) at a price per share that is less than the average of the ClassÂ A Share Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (each a â€œClassÂ A Distributed Rightâ€), then, as of the Record Date for the distribution of such ClassÂ A Distributed Rights or, if later, the time such ClassÂ A Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be (x)Â the number of ClassÂ A Shares issued and

outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) plus (y)Â such number of ClassÂ A Shares determined by dividing the minimum aggregate cash purchase price under such ClassÂ A Distributed Rights of the maximum number of ClassÂ A Shares purchasable under such ClassÂ A Distributed Rights by the average of the ClassÂ A Share Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such ClassÂ A Distributed Rights become exercisable) and (B)Â the denominator of which shall be the number of ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) plus the maximum number of ClassÂ A Shares purchasable under such ClassÂ A Distributed Rights; provided, however, that, if any such ClassÂ A Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the ClassÂ A Distributed Rights, to reflect a reduced maximum number of ClassÂ A Shares or any change in the minimum aggregate purchase price for the purposes of the above fraction. Any adjustment under this clauseÂ (vi) will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date (or, if later, the date such ClassÂ A Distributed Rights become exercisable) for such issuance. To the extent that the ClassÂ A Shares are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be increased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of ClassÂ A Shares actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be increased, effective as of the date the board of directors determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such ClassÂ A Distributed Rights, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the board of directors. Any adjustment to the Conversion Factor shall be calculated up to four (4)Â decimal places. Within ten (10)Â Business Days of the effectiveness of any adjustment or readjustment of the Conversion Factor, the Company shall make a public announcement of such adjustment or readjustment. Â - 8 - Notwithstanding the foregoing, the Conversion Factor shall not be adjusted in connection with (a)Â an event described in clausesÂ (i) through (iv)Â above (other than clauseÂ (iii)(B) above) if, in connection with such event, the Company makes a distribution of cash, ClassÂ A Shares, BEP Units and/or rights, options or warrants to acquire ClassÂ A Shares and/or BEP Units with respect to all applicable ClassÂ A Shares, splits or subdivides the ClassÂ A Shares, distributes to all or substantially all holders of ClassÂ A Shares evidences of its indebtedness or assets or effects a reverse split of, or otherwise combines or makes an offer for, the ClassÂ A Shares, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects with such event, (b)Â a Spin-off as described in clauseÂ (iii)(B) above if the Company makes a distribution of the share capital or similar equity interests distributed to BEP Unit holders in the Spin-off in an amount and on terms that are comparable in all material respects to such Spin-off, or (c)Â an event described in clausesÂ (v) through (vi)Â above if, in connection with such event, BEP makes a distribution of cash, ClassÂ A Shares, BEP Units and/or rights, options or warrants to acquire ClassÂ A Shares and/or BEP Units with respect to all BEP Units, splits or subdivides the BEP Units or effects a reverse split of, or otherwise combines or makes an offer for, the BEP Units, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects with such event; (ee) â€œConversion Noticeâ€ has the meaning as provided in Â§26.32; (ff) â€œEffective Dateâ€ means, with respect to an event described in clausesÂ (i) and (v)Â of the definition of â€œConversion Factorâ€ above, the first date on which the BEP Units or ClassÂ A Shares, as applicable, trade on the applicable exchange or in the applicable market, in a regular way, reflecting the relevant unit or share split, subdivision, reserve split, combination or reclassification, as applicable; (gg) â€œExchange Actâ€ means the U.S. Securities Exchange Act of 1934, as amended; (hh) â€œExchange Considerationâ€ has the meaning as provided in Â§26.14; (ii) â€œExchange Dateâ€ means the date upon which a Tendering ClassÂ A Shareholderâ€™s Exchange Right has been satisfied by the delivery of the Exchange Consideration to such Tendering ClassÂ A Shareholder with respect to its Tendered ClassÂ A Shares; (jj) â€œExchange-Redemption Call Rightâ€ has the meaning as provided in Â§26.24; (kk) â€œExchange Rightâ€ has the meaning as provided in Â§26.12; (ll) â€œEx-Dividend Dateâ€ means, in respect of a dividend or distribution on the applicable securities, (a)Â the date on which such securities are traded without an entitlement to such dividend or distribution or (b)Â where such securities trade on a due bill basis, the date on which such dividend or distribution is paid; (mm) â€œExpiration Dateâ€ has the meaning as provided in clauseÂ (iv) of the definition of â€œConversion Factorâ€ above; (nn) â€œGoverning Bodyâ€ means (i)Â with respect to a corporation or limited company, the board of directors of such corporation or limited company, (ii)Â with respect to a limited liability company, the manager(s), director(s) or managing partner(s) of such limited liability company, (iii)Â with respect to a partnership, the board, committee or other body of each general partner or managing Â - 9 - partner of such partnership, respectively, that serves a similar function (or if any such general partner is itself a partnership, the board, committee or other body of such general or managing partnerâ€™s general or managing partner that serves a similar function), and (iv)Â with respect to any other Person, the body of such Person that serves a similar function, and in the case of each of (i)Â through (iv) includes any committee or other subdivision of such body and any Person to whom such body has delegated any power or authority, including any officer or managing director; (oo) Interpretation Actâ€ means the Interpretation Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (pp) â€œLast Reported Sale Priceâ€ means with respect to a security on a particular date, the market price of such security on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if such security is listed on a U.S. National Securities Exchange, the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange (or, if listed on more than one U.S. National Securities Exchange, the U.S. National Securities Exchange with the greatest volume of trading by dollar value over the 12-month period preceding the date of the calculation); (ii)Â if such security is not listed on a U.S. National Securities Exchange but is listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; or (iv)Â if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and such security is not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose; (qq) â€œLawsâ€ means all federal, provincial, state, municipal, regional and local laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes, policies or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any governmental entity, and the term â€œapplicableâ€ with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are binding upon or applicable to such Person or its assets; (rr) â€œlegal personal representativeâ€ means the personal or other legal representative of the shareholder; (ss) â€œLiquidation Amountâ€ has the meaning as provided in Â§26.26; (tt) â€œLiquidation Call Considerationâ€ has the meaning as provided in Â§26.29; (uu) â€œLiquidation Call Rightâ€ has the meaning as provided in Â§26.29; (vv) â€œLiquidation Dateâ€ has the meaning as provided in Â§26.26; Â - 10 - (ww) â€œLiquidation Eventâ€ has the meaning as provided in Â§26.26; (xx) â€œLiquidation Reference Dateâ€ has the meaning as provided in Â§26.26; (yy) â€œNon-Affiliated Holdersâ€ means the holders of ClassÂ A Shares other than BEP-

Affiliated ClassÂ A Shareholders; (zz) â€œNotice of ClassÂ A Redemptionâ€ means a Notice of Redemption substantially in the form set forth on ExhibitÂ â€œBâ€ hereto; (aaa) â€œNotice of ClassÂ B Retractionâ€ means a Notice of Retraction substantially in the form set forth on ExhibitÂ â€œCâ€ hereto; (bbb) â€œNotice of Exchangeâ€ means a Notice of Exchange substantially in the form set forth on ExhibitÂ â€œAâ€ hereto (or notice of the exercise of Exchange Rights in such other form as may be acceptable to the Company); (ccc) â€œOpen of Businessâ€ means 9:00 a.m., Eastern Time; (ddd) â€œPersonâ€ means any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, governmental entity or other entity however designated or constituted and pronouns have a similarly extended meaning; (eee) â€œRecord Dateâ€ means with respect to any dividend, distribution or other transaction or event in which the holders of BEP Units and/or ClassÂ A Shares have the right to receive any cash, securities, assets or other property or in which BEP Units and/or ClassÂ A Shares are exchanged for or converted into any combination of securities, cash, assets or other property, the date fixed for determination of holders of BEP Units and/or ClassÂ A Shares entitled to receive such cash, securities, assets or other property (whether such date is fixed by the board of directors or the BEP GP, as applicable, or a duly authorized committee thereof, or as determined pursuant to any statute, constating document, contract or otherwise); (fff) â€œRedemption Considerationâ€ has the meaning as provided in Â§26.22; (ggg) â€œregistered addressâ€ of a shareholder means the shareholderâ€™s address as recorded in the central securities register; (hhh) â€œRights Agentâ€ means Wilmington Trust, National Association or any successor thereto as rights agent for the Secondary Exchange Amount; (iii) â€œRights Agreementâ€ means that certain Rights Agreement to be entered into by and between BN and the Rights Agent on or prior to the initial issuance of ClassÂ A Shares by the Company as it may be amended or modified from time to time in accordance with the terms thereof; (jjj) â€œSecondary Exchange Amountâ€ means, with respect to a Tendered Share, the BEP Units Amount for such Tendered Share or, at the election of BN, the Cash Amount for such Tendered Share, in each case, on the terms and subject to the conditions of the Rights Agreement; Â - 11 - (kkk) â€œSecondary Exchange Dateâ€ means, with respect to any ClassÂ A Share, the date that is twoÂ (2) Business Days following the Specified Exchange Date or Specified ClassÂ A Redemption Date, as applicable, with respect to such ClassÂ A Share; (lll) â€œSecondary Exchange Rightâ€ has the meaning set forth in Â§26.17; (mmm) â€œshareâ€ means a share in the share structure of the Company; (nnn) â€œspecial majorityâ€ means the number of votes described in Â§11.2 which is required to pass a special resolution; (ooo) â€œSpecified ClassÂ A Redemption Dateâ€ means, with respect to the Notice of ClassÂ A Redemption, the sixtieth (60th) day following delivery of such Notice of ClassÂ A Redemption to the ClassÂ A Shareholder or such later day specified in such Notice of ClassÂ A Redemption; (ppp) â€œSpecified ClassÂ B Retraction Dateâ€ means, with respect to each Notice of ClassÂ B Retraction, the thirtieth (30th) day following receipt of such Notice of ClassÂ B Retraction by the Company; (qqq) â€œSpecified Exchange Dateâ€ means, with respect to each Notice of Exchange for which an Exchange Date has not occurred prior thereto, the tenth (10th) Business Day following the receipt of such Notice of Exchange by the Transfer Agent; (rrr) â€œSpin-offâ€ means a payment by BEP of a distribution of shares of any classÂ or series, or similar equity interest, of or relating to a subsidiary or business unit of BEP, that are, or, when issued, will be, listed or admitted for trading on a U.S. National Securities Exchange or the TSX; (sss) â€œTendered ClassÂ A Sharesâ€ has the meaning as provided in Â§26.12; (ttt) â€œTendered ClassÂ B Sharesâ€ has the meaning as provided in Â§27.11; (uuu) â€œTendered Sharesâ€ means the Tendered ClassÂ A Shares, Tendered ClassÂ B Shares, as applicable; (vvv) â€œTendering ClassÂ A Shareholderâ€ has the meaning as provided in Â§26.12; (www) â€œTendering ClassÂ B Shareholderâ€ has the meaning as provided in Â§27.11; (xxx) â€œTrading Dayâ€ means a day on which (a)Â trading in the applicable securities generally occurs on a U.S. National Securities Exchange or, if the applicable securities are not then listed on a U.S. National Securities Exchange, on the TSX or such other market on which the applicable securities are then traded and (b)Â a Last Reported Sale Price for the applicable securities is available on such securities exchange or market. If the applicable securities are not so listed, or in the case of unlisted securities, so traded, â€œTrading Dayâ€ means a â€œBusiness Dayâ€; (yyy) â€œTransferâ€ means any sale, assignment, surrender, gift or transfer of ownership of, the granting or foreclosure of a pledge, mortgage, charge, security interest, hypothecation or other encumbrance, whether voluntary, involuntary, by operation of law or otherwise, or the entry into of any contract, option or other arrangement or understanding with respect to the foregoing; Â - 12 - (zzz) â€œTransfer Agentâ€ means Computershare Investor Services Inc., and includes any person who becomes a successor or replacement transfer agent is deemed to refer to all successors, including, without limitation, by operation of law of such transfer agent; (aaaa) â€œTSXâ€ means Toronto Stock Exchange; (bbbb) â€œUnpaid Dividendsâ€ has the meaning as provided in Â§26.3; (cccc) â€œU.S. National Securities Exchangeâ€ means an exchange registered with the U.S. Securities and Exchange Commission under SectionÂ 6(a) of the Exchange Act on which the applicable securities are listed, or if the applicable securities are not listed on an exchange so registered with the U.S. Securities and Exchange Commission, any other U.S. exchange, whether or not so registered, on which the applicable securities are listed; (dddd) â€œValuation Dateâ€ means (i)Â the date of receipt by the Transfer Agent of a Notice of Exchange, or by the Company of a Notice of ClassÂ B Retraction, or, if such date is not a Trading Day, the first (1st) Trading Day thereafter; or (ii)Â the day immediately preceding the date the Company issues a Notice of ClassÂ A Redemption, or, if such day is not a Business Day, the Trading Day immediately preceding such day; and (eeee) â€œValuation Periodâ€ means, with respect to any Spin-off, the ten (10)Â consecutive Trading Day period commencing on, and including, the Ex-Dividend Date of the Spin-off. Act and Interpretation Act Definitions Applicable 1.2 The definitions in the Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and except as the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the Act and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the Act will prevail. If there is a conflict or inconsistency between these Articles and the Act, the Act will prevail. Actions on Non-Business Days 1.3 Whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day. Currency 1.4 Except where otherwise expressly provided herein, all amounts are stated in U.S. currency. PARTÂ 2 SHARES AND SHARE CERTIFICATES Authorized Share Structure 2.1 The authorized share structure of the Company consists of shares of the classÂ or classes and series, if any, described in the Notice of Articles of the Company. Â - 13 - Form of Share Certificate 2.2 Each share certificate issued by the Company must comply with, and be signed as required by, the Act. Shareholder Entitled to Certificate, Acknowledgment or Written Notice 2.3 Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a)Â one share certificate representing the shares of each classÂ or series of shares registered in the shareholderâ€™s name or (b)Â a nontransferable written acknowledgment of the shareholderâ€™s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholdersâ€™ duly authorized agents will be sufficient delivery to all. If a shareholder is the registered owner of uncertificated shares, the Company must send to a holder of an uncertificated share a written notice containing the information required by the Act within a reasonable time after the issue or transfer of such share. Delivery by Mail 2.4 Any share certificate or non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate may be sent to the shareholder by mail at the shareholderâ€™s registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen. Replacement of Worn Out or Defaced Certificate or Acknowledgement 2.5 If a share certificate or a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate is worn out or defaced, the Company must, on production of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as are deemed fit: (a) cancel the share certificate or acknowledgment; and (b) issue a replacement share certificate or acknowledgment. Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 2.6 If a

share certificate or a non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate is lost, stolen or destroyed, the Company must issue a replacement share certificate or acknowledgment, as the case may be, to the person entitled to that share certificate or acknowledgment, if it receives: (a) proof satisfactory to it of the loss, theft or destruction; and (b) any indemnity the directors consider adequate. Splitting Share Certificates 2.7 If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholderâ€™s name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so Â - 14 - surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request. Certificate Fee 2.8 There must be paid to the Company, in relation to the issue of any share certificate under Â§2.5, Â§2.6 or Â§2.7, the amount, if any, not exceeding the amount prescribed under the Act, determined by the directors. Recognition of Trusts 2.9 Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder. PARTÂ 3 ISSUE OF SHARES Directors Authorized 3.1 Subject to the Act and the rights, if any, of the holders of issued shares of the Company, the Company may allot, issue, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the consideration (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share. Commissions and Discounts 3.2 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that personâ€™s purchase or agreement to purchase shares of the Company from the Company or any other personâ€™s procurement or agreement to procure purchasers for shares of the Company. Brokerage 3.3 The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities. Conditions of Issue 3.4 Except as provided for by the Act, no share may be issued until it is fully paid. A share is fully paid when: (a) consideration is provided to the Company for the issue of the share by one or more of the following: (i) past services performed for the Company; (ii) property; Â - 15 - (iii) money; and (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Â§3.1. Share Purchase Warrants and Rights 3.5 Subject to the Act and the rights if any, of the holders of issued shares of the Company, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time. PARTÂ 4 SHARE REGISTERS Central Securities Register 4.1 As required by and subject to the Act, the Company must maintain a central securities register and may appoint an agent to maintain such register. The directors may appoint one or more agents, including the agent appointed to keep the central securities register, as transfer agent for shares or any classÂ or series of shares and the same or another agent as registrar for shares or such classÂ or series of shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place. If the directors designate a location outside British Columbia as the location at which the company maintains its central securities register, the central securities register must be available for inspection and copying in accordance with the Act at a location inside British Columbia by means of a computer terminal or other electronic technology. PARTÂ 5 SHARE TRANSFERS Registering Transfers 5.1 A transfer of a share must not be registered unless the Company or the transfer agent or registrar for the classÂ or series of shares to be transferred has received: (a) except as exempted by the Act, a duly signed proper instrument of transfer in respect of the share; (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate; (c) if a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and (d) such other evidence, if any, as the Company or the transfer agent or registrar for the classÂ or series of share to be transferred may require to prove the title of the transferor or the transferorâ€™s right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered. Â - 16 - Form of Instrument of Transfer 5.2 The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Companyâ€™s share certificates of that classÂ or series or in some other form that may be approved by the directors. Transferor Remains Shareholder 5.3 Except to the extent that the Act otherwise provides, the transferor of a share is deemed to remain the holder of it until the name of the transferee is entered in a securities register of the Company in respect of the transfer. Signing of Instrument of Transfer 5.4 If a shareholder, or the shareholderâ€™s duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer: (a) in the name of the person named as transferee in that instrument of transfer; or (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered. Enquiry as to Title Not Required 5.5 Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares transferred, of any interest in such shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares. Transfer Fee 5.6 There must be paid to the Company, in relation to the registration of a transfer, the amount, if any, determined by the directors. PARTÂ 6 TRANSMISSION OF SHARES Legal Personal Representative Recognized on Death 6.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholderâ€™s name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholderâ€™s interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act. Â - 17 - Rights of Legal Personal Representative 6.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Act and the directors have been deposited with the Company. This Â§6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the name of the shareholder and the name of another person in joint tenancy. PARTÂ 7 PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Company Authorized to Purchase, Redeem or Otherwise Acquire Shares 7.1 Subject to the special rights or restrictions attached to the shares of any classÂ or series and the Act, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors. Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares 7.2 If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift, cancel or otherwise dispose of the share, but, while such share is held by the Company, it: (a) is not entitled to vote the share at a meeting of its shareholders; (b) must not pay a dividend in respect of the share; and (c) must not make any other distribution in respect of the share. Company Entitled to Purchase, Redeem or Otherwise Acquire Share Fractions 7.3 The Company may, without prior notice to the holders, purchase, redeem or otherwise acquire for fair value any and all outstanding share fractions of any classÂ or kind of shares in its authorized share structure as may exist at any time and from time to time. Upon the Company delivering the purchase funds and confirmation of purchase or redemption of the share fractions to the holdersâ€™ registered or last known address, or if the Company has a transfer agent then

to such agent for the benefit of and forwarding to such holders, the Company shall thereupon amend its central securities register to reflect the purchase or redemption of such share fractions and if the Company has a transfer agent, shall direct the transfer agent to amend the central securities register accordingly. PARTÂ 8 BORROWING POWERS 8.1 The Company, if authorized by the directors, may: (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate; (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate; Â - 18 - (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company. PARTÂ 9 ALTERATIONS Alteration of Authorized Share Structure 9.1 Subject to Â§9.2 and the Act, the Company may by ordinary resolution (or a resolution of the directors in the case of Â§9.1(c) or Â§9.1(f)): (a) create one or more classes of shares or, if none of the shares of a classÂ of shares are allotted or issued, eliminate that classÂ of shares; (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any classÂ of shares or establish a maximum number of shares that the Company is authorized to issue out of any classÂ of shares for which no maximum is established; (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares; (d) if the Company is authorized to issue shares of a classÂ of shares with par value: (i) decrease the par value of those shares; or (ii) if none of the shares of that classÂ of shares are allotted or issued, increase the par value of those shares; (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; (f) alter the identifying name of any of its shares; or (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act where it does not specify by a special resolution; and, if applicable, alter its Notice of Articles and Articles accordingly. Special Rights or Restrictions 9.2 Subject to the Act and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by ordinary resolution: (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any classÂ of shares, whether or not any or all of those shares have been issued; or (b) vary or delete any special rights or restrictions attached to the shares of any classÂ of shares, whether or not any or all of those shares have been issued, Â - 19 - and alter its Notice of Articles and Articles accordingly. Change of Name 9.3 The Company may by directors resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name. Other Alterations 9.4 If the Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles. PARTÂ 10 MEETINGS OF SHAREHOLDERS Annual General Meetings 10.1 Unless an annual general meeting is deferred or waived in accordance with the Act, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors. Resolution Instead of Annual General Meeting 10.2 If all the shareholders who are entitled to vote at an annual general meeting consent in writing by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Â§10.2, select as the Companyâ€™s annual reference date a date that would be appropriate for the holding of the applicable annual general meeting. A unanimous resolution passed in writing under this Â§10.2 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a unanimous resolution, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A unanimous resolution in writing may be in two or more counterparts which together are deemed to constitute one unanimous resolution in writing. Calling of Meetings of Shareholders 10.3 The directors may, at any time, call a meeting of shareholders. Notice for Meetings of Shareholders 10.4 The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as a special resolution and any notice to consider approving a continuation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, classÂ meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting: Â - 20 - (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. Record Date for Notice 10.5 The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. The record date must not precede the date on which the meeting is held by fewer than: (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Record Date for Voting 10.6 The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Failure to Give Notice and Waiver of Notice 10.7 The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Notice of Special Business at Meetings of Shareholders 10.8 If a meeting of shareholders is to consider special business within the meaning of Â§11.1, the notice of meeting must: (a) state the general nature of the special business; and (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders: (i) at the Companyâ€™s records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting. Â - 21 - Place of Meetings 10.9 In addition to any location in British Columbia, any general meeting may be held in any location outside British Columbia approved by a resolution of the directors, or if so approved by a resolution of the directors, any general meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. PARTÂ 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Special Business 11.1 At a meeting of shareholders, the following business is special business: (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting; (b) at an annual general meeting, all business is special business except for the following: (i) business relating to the conduct of or voting at the meeting; (ii) consideration of any financial statements of the Company presented to the meeting; (iii) consideration of any reports of the directors or auditor; (iv) the setting or changing of the number of directors; (v) the election or appointment of directors; (vi) the appointment of an auditor; (vii) the setting of the remuneration of an auditor; (viii) business arising out of a report of the directors not requiring the passing of a special resolution; (ix) any other business which, under these Articles or the Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders. Special Resolutions 11.2 The number of votes required for the Company to pass a special resolution at a general

meeting of shareholders is two-thirds of the votes cast on the resolution. Ordinary Resolutions 11.3 The number of votes required for the Company to pass an ordinary resolution at a general meeting of shareholders is a majority of the votes cast on the resolution. Â - 22 - Quorum 11.4 Subject to the special rights or restrictions attached to the shares of any classÂ or series of shares, and to Â§11.6, the quorum for the transaction of business at a meeting of shareholders is at least one holder of ClassÂ A Shares and one holder of ClassÂ B Shares, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares entitled to be voted at the meeting. At any time that no ClassÂ A Shares are outstanding, the quorum will be at least one holder of ClassÂ B Shares. 11.5 Where a separate vote by a classÂ or series or classes or series is required, the quorum for that matter is at least two shareholders who, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares of such classÂ or series or classes or series entitled to vote on that matter. One Shareholder May Constitute Quorum 11.6 If there is only one shareholder entitled to vote at a meeting of shareholders: (a) the quorum is one person who is, or who represents by proxy, that shareholder, and (b) that shareholder, present in person or by proxy, may constitute the meeting. Persons Entitled to Attend Meeting 11.7 In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the Act or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting. Requirement of Quorum 11.8 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting. Lack of Quorum 11.9 If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present: (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place specified in the notice calling the meeting unless otherwise determined by an ordinary resolutions of those shareholders present and for which notification is provided to all shareholders entitled to attend such meeting. Â - 23 - Lack of Quorum at Succeeding Meeting 11.10 If, at the meeting to which the meeting referred to in Â§11.9(b) was adjourned, a quorum is not present within one-half hour 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 be deemed to constitute a quorum. Chair 11.11 The following individual is entitled to preside as chair at a meeting of shareholders: (a) the chair of the board, if any; or (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any. Selection of Alternate Chair 11.12 If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present may choose either one of their number or the lawyer of the Company to be chair of the meeting. If all of the directors present decline to take the chair or fail to so choose or if no director is present or the lawyer of the Company declines to take the chair, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting. Adjournments 11.13 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice of Adjourned Meeting 11.14 It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. Decisions by Show of Hands or Poll 11.15 Subject to the Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy. Declaration of Result 11.16 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Â§11.15, Â - 24 - conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution. Motion Need Not be Seconded 11.17 No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion. Casting Vote 11.18 In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder. Manner of Taking Poll 11.19 Subject to Â§11.20, if a poll is duly demanded at a meeting of shareholders: (a) the poll must be taken: (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and (ii) in the manner, at the time and at the place that the chair of the meeting directs; (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and (c) the demand for the poll may be withdrawn by the person who demanded it. Demand for Poll on Adjournment 11.20 A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting. Chair Must Resolve Dispute 11.21 In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and the determination of the chair made in good faith is final and conclusive. Casting of Votes 11.22 On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way. No Demand for Poll on Election of Chair 11.23 No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected. Â - 25 - Demand for Poll Not to Prevent Continuance of Meeting 11.24 The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded. Retention of Ballots and Proxies 11.25 The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies. PARTÂ 12 VOTES OF SHAREHOLDERS Number of Votes by Shareholder or by Shares 12.1 Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Â§12.3: (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy. Votes of Persons in Representative Capacity 12.2 A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting. Votes by Joint Holders 12.3 If there are joint shareholders registered in respect of any share: (a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or (b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted. Legal Personal Representatives as Joint Shareholders 12.4 Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Â§12.3, deemed to be joint shareholders registered in respect of that share. Â - 26 - Representative of a Corporate Shareholder 12.5 If a corporation, that is

not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and: (a) for that purpose, the instrument appointing a representative must be received: (i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice for the receipt of proxies, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting; (b) if a representative is appointed under this Â§12.5: (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting. Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages. Proxy Provisions Do Not Apply to All Companies 12.6 If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, then Â§12.7 to Â§12.15 are not mandatory, however the directors of the Company are authorized to apply all or part of such sections or to adopt alternative procedures for proxy form, deposit and revocation procedures to the extent that the directors deem necessary in order to comply with securities laws applicable to the Company. Appointment of Proxy Holders 12.7 Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. Alternate Proxy Holders 12.8 A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder. Â - 27 - Proxy Holder Need Not Be Shareholder 12.9 A proxy holder need not be a shareholder of the Company. Deposit of Proxy 12.10 A proxy for a meeting of shareholders must: (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (b) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting. A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting. Validity of Proxy Vote 12.11 A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received: (a) at the registered office of the Company, at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or (b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Form of Proxy 12.12 A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting: [name of company] (the â€œCompanyâ€) The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting. Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned): Â Â - 28 - Â Signed [month, day, year] Â [Signature of shareholder] Â [Name of shareholderâ”printed] Revocation of Proxy 12.13 Subject to Â§12.14, every proxy may be revoked by an instrument in writing that is received: (a) at the registered office of the Company at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Revocation of Proxy Must Be Signed 12.14 An instrument referred to in Â§12.13 must be signed as follows: (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the shareholderâ€™s legal personal representative or trustee in bankruptcy; (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Â§12.5. Production of Evidence of Authority to Vote 12.15 The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote. PARTÂ 13 DIRECTORS First Directors; Number of Directors 13.1 The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the Act. The number of directors, excluding additional directors appointed under Â§14.8, is set at: (a) subject to Â§(b)Â and Â§(c), the number of directors that is equal to the number of the Companyâ€™s first directors; (b) if the Company is a public company, the greater of three and the most recently set of: Â - 29 - (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4; (c) if the Company is not a public company, the most recently set of: (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4. Change in Number of Directors 13.2 If the number of directors is set under Â§13.1(b)(i) or Â§13.1(c)(i), subject to any restrictions in the Act and to Â§14.8, the board of directors may appoint the directors needed to fill any vacancies in the board of directors up to that number. Directorsâ€™ Acts Valid Despite Vacancy 13.3 An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office. Qualifications of Directors 13.4 A director is not required to hold a share in the share structure of the Company as qualification for his or her office but must be qualified as required by the Act to become, act or continue to act as a director. Remuneration of Directors 13.5 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. Reimbursement of Expenses of Directors 13.6 The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company. Special Remuneration for Directors 13.7 If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, he or she may be paid remuneration fixed by the directors, or at the option of the directors, fixed by ordinary resolution, and such remuneration will be in addition to any other remuneration that he or she may be entitled to receive. Gratuity, Pension or Allowance on Retirement of Director 13.8 Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance. Â - 30 - PARTÂ 14 ELECTION AND REMOVAL OF DIRECTORS Election at Annual General Meeting 14.1 At every annual general meeting and in every unanimous resolution contemplated by Â§10.2: (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and (b) all the directors cease to hold office immediately before the election or appointment of directors under Â§(a), but are eligible for re-election or re-appointment. Consent to be a Director 14.2 No election, appointment or designation of an individual as a director is valid unless: (a) that individual consents to be a director in the manner provided for in the Act; (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a

director; or (c) with respect to first directors, the designation is otherwise valid under the Act. Failure to Elect or Appoint Directors 14.3 If: (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Â§10.2, on or before the date by which the annual general meeting is required to be held under the Act; or (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Â§10.2, to elect or appoint any directors; then each director then in office continues to hold office until the earlier of: (c) when his or her successor is elected or appointed; and (d) when he or she otherwise ceases to hold office under the Act or these Articles. Places of Retiring Directors Not Filled 14.4 If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles but their term of office shall expire no later than the date on which new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of Â - 31 - directors of the Company is deemed to be set at the number of directors actually elected or continued in office. Directors May Fill Casual Vacancies 14.5 Any casual vacancy occurring in the board of directors may be filled by the directors. Remaining Directors Power to Act 14.6 The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Act, for any other purpose. Shareholders May Fill Vacancies 14.7 If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors. Additional Directors 14.8 Notwithstanding Â§13.1, Ã§13.2, and Ã§14.1, between annual general meetings or by unanimous resolutions contemplated by Â§10.2, the directors may appoint one or more additional directors but the number of additional directors appointed under this Â§14.8 must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this Â§14.8. Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Â§14.1(a), but is eligible for re-election or reappointment. Ceasing to be a Director 14.9 A director ceases to be a director when: (a) the term of office of the director expires; (b) the director dies; (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or (d) the director is removed from office pursuant to Â§14.10 or Â§14.11. Removal of Director by Shareholders 14.10 The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy. Â - 32 - Removal of Director by Directors 14.11 The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy. Nomination of Directors 14.12 (a) Subject only to the Act, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting): (i) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting; (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or (iii) by any person (a â€œNominating Shareholderâ€) (A)Â who, at the close of business on the date of the giving of the notice provided for below in this Â§14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (B)Â who complies with the notice procedures set forth below in this Â§14.12. (b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must be given (i) timely notice thereof in proper written form to an officer of the Company of the Company at the principal executive offices of the Company in accordance with this Â§14.12 and (ii) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in Â§14.12(c). (c) To be timely under Â§14.12(b)(i), a Nominating Shareholderâ€™s notice to an officer of the Company, being either the Chief Executive Officer, the Chief Financial Officer, or the Corporate Secretary (singularly, â€œan officer of the Companyâ€), must be made: (i) in the case of an annual meeting of shareholders, not less than 40 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the â€œNotice Dateâ€) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and Â - 33 - (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. (iii) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Â§14.12(c). (d) To be in proper written form, a Nominating Shareholderâ€™s notice to an officer of the Company, under Â§14.12(b) must set forth: (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A)Â the name, age, business address and residence address of the person, (B)Â the principal occupation or employment of the person, (C)Â the classÂ or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, (D)Â a statement as to whether such person would be â€œindependentâ€ of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) if elected as a director at such meeting and the reasons and basis for such determination and (E)Â any other information relating to the person that would be required to be disclosed in a dissidentâ€™s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and (ii) as to the Nominating Shareholder giving the notice, (A)Â any information relating to such Nominating Shareholder that would be required to be made in a dissidentâ€™s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws, and (B)Â the classÂ or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice. (e) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Â§14.12; provided, however, that nothing in this Â§14.12 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded. (f) For purposes of this Â§14.12: (i) â€œApplicable Securities Lawsâ€ means the Securities Act (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or

promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins Â - 34 - and notices of the securities commissions and similar regulatory authorities of each of the applicable provinces and territories of Canada; (ii) â€œAssociateâ€, when used to indicate a relationship with a specified person, shall mean (A)Â any corporation or trust of which such person owns beneficially, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding, (B)Â any partner of that person, (C)Â any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity, (D)Â a spouse of such specified person, (E)Â any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (F)Â any relative of such specified person or of a person mentioned in clausesÂ (D) or (E)Â of this definition if that relative has the same residence as the specified person; (iii) â€œDerivatives Contractâ€ shall mean a contract between two parties (the â€œReceiving Partyâ€ and the â€œCounterpartyâ€) that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the â€œNotional Securitiesâ€), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts; (iv) â€œMeeting of Shareholdersâ€ shall mean such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board by a Nominating Shareholder; (v) â€œowned beneficiallyâ€ or â€œowns beneficiallyâ€ means, in connection with the ownership of shares in the capital of the Company by a person, (A)Â any such shares as to which such person or any of such personâ€™s affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (B)Â any such shares as to which such person or any of such personâ€™s affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (C)Â any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterpartyâ€™s affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such personâ€™s affiliates or Associates is a Receiving Party; provided, however that the number of shares that a person owns beneficially pursuant to this clauseÂ (C) in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of Â - 35 - securities owned beneficially by each Counterparty (including their respective affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterpartyâ€™s affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterpartyâ€™s affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate; and (D)Â any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and (vi) â€œpublic announcementâ€ shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company or its agents under its profile on the System of Electronic Document Analysis and Retrieval at www.sedarplus.ca. (g) Notwithstanding any other provision to this Â§14.12, notice or any delivery given to an officer of the Company pursuant to this Â§14.12 may only be given by personal delivery, facsimile transmission, email or other electronic transmission method made available by the Company, and shall be deemed to have been given and made only at the time it is served by personal delivery, email, electronic transmission or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to an officer of the Company at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a Business Day or later than 5:00 p.m. (Vancouver time) on a day which is a Business Day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a Business Day. 14.13 In no event shall any adjournment or postponement of a Meeting of Shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholderâ€™s notice as described in Â§14.12(c). PARTÂ 15 POWERS AND DUTIES OF DIRECTORS Powers of Management 15.1 The directors must, subject to the Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the shareholders of the Company. Appointment of Attorney of Company 15.2 The directors may from time to time, by power of attorney or other instrument, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her. Â - 36 - PARTÂ 16 INTERESTS OF DIRECTORS AND OFFICERS Obligation to Account for Profits 16.1 A director or senior officer who holds a disclosable interest (as that term is used in the Act) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Act. Restrictions on Voting by Reason of Interest 16.2 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directorsâ€™ resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution. Interested Director Counted in Quorum 16.3 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting. Disclosure of Conflict of Interest or Property 16.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individualâ€™s duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Act. Director Holding Other Office in the Company 16.5 A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine. No Disqualification 16.6 No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason. Professional Services by Director or Officer 16.7 Subject to the Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company,

and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer. Â - 37 - Director or Officer in Other Corporations 16.8 A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the Act, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person. PARTÂ 17 PROCEEDINGS OF DIRECTORS Meetings of Directors 17.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine. Voting at Meetings 17.2 Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote. Chair of Meetings 17.3 The following individual is entitled to preside as chair at a meeting of directors: (a) the chair of the board, if any; (b) in the absence of the chair of the board, the president, if any, if the president is a director; or (c) any other director chosen by the directors if: (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting; (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting. Place of Meetings 17.4 Meetings of directors may be held at any place within or outside of Canada, or if so approved by all of the directors, such meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. Meetings by Telephone or Other Communications Medium 17.5 A director may participate in a meeting of the directors or of any committee of the directors: Â - 38 - (a) in person; or (b) by telephone or by other communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Â§17.5 is deemed for all purposes of the Act and these Articles to be present at the meeting and to have agreed to participate in that manner. Calling of Meetings 17.6 A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time. Notice of Meetings 17.7 Other than for meetings held at regular intervals as determined by the directors pursuant to Â§17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Â§23.1 or orally or by telephone. When Notice Not Required 17.8 It is not necessary to give notice of a meeting of the directors to a director if: (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or (b) the director has waived notice of the meeting. Meeting Valid Despite Failure to Give Notice 17.9 The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director, does not invalidate any proceedings at that meeting. Waiver of Notice of Meetings 17.10 Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director. Attendance of a director at a meeting of the directors is a waiver of notice of the meeting unless that director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Quorum 17.11 The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be a majority of the directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting. Â - 39 - Validity of Acts Where Appointment Defective 17.12 Subject to the Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer. Consent Resolutions in Writing 17.13 A resolution of the directors or of any committee of the directors may be passed without a meeting: (a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or (b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution. A consent in writing under this Â§17.13 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a consent, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Â§17.13 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors. PARTÂ 18 EXECUTIVE AND OTHER COMMITTEES Appointment and Powers of Executive Committee 18.1 The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directorsâ€™ powers, except: (a) the power to fill vacancies in the board of directors; (b) the power to remove a director; (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and (d) such other powers, if any, as may be set out in the resolution or any subsequent directorsâ€™ resolution. Appointment and Powers of Other Committees 18.2 The directors may, by resolution: (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate; Â - 40 - (b) delegate to a committee appointed under Â§(a)Â any of the directorsâ€™ powers, except: (i) the power to fill vacancies in the board of directors; (ii) the power to remove a director; (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and (iv) the power to appoint or remove officers appointed by the directors; and (c) make any delegation referred to in Â§(b)Â subject to the conditions set out in the resolution or any subsequent directorsâ€™ resolution. Obligations of Committees 18.3 Any committee appointed under Â§18.1 or Â§18.2 in the exercise of the powers delegated to it, must: (a) conform to any rules that may from time to time be imposed on it by the directors; and (b) report every act or thing done in exercise of those powers at such times as the directors may require. Powers of Board 18.4 The directors may, at any time, with respect to a committee appointed under Â§18.1 or Â§18.2 (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding; (b) terminate the appointment of, or change the membership of, the committee; and (c) fill vacancies in the committee. Committee Meetings 18.5 Subject to Â§18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Â§18.1 or Â§18.2: (a) the committee may meet and adjourn as it thinks proper; (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting; (c) a majority of the members of the committee constitutes a quorum of the committee; and (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote. Â - 41 - PARTÂ 19 OFFICERS Directors May Appoint Officers 19.1 The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment. Functions, Duties and Powers of Officers 19.2 The directors may, for each officer: (a) determine the functions and duties of the officer; (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

Qualifications 19.3 No person may be appointed as an officer unless that person is qualified in accordance with the Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board, chair of a committee of the board or lead independent director, if any, must be a director. Any other officer need not be a director. Remuneration and Terms of Appointment 19.4 All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity. PARTÂ 20 INDEMNIFICATION Definitions 20.1 In this PartÂ 20: (a) â€œeligible partyâ€, in relation to a company, means an individual who: (i) is or was a director or officer of the Company; (ii) is or was a director or officer of another corporation (A) at a time when the corporation is or was an affiliate of the Company, or (B) at the request of the Company; or Â - 42 - (iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity, and includes, except in the definition of â€œeligible proceedingâ€ and Sections 163(1)(c) and (d)Â and 165 of the Act, the heirs and personal or other legal representatives of that individual; (b) â€œeligible penaltyâ€ means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding; (c) â€œeligible proceedingâ€ means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Company or an associated corporation (i) is or may be joined as a party; or (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding; (d) â€œexpensesâ€ has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding; and (e) â€œproceedingâ€ includes any legal proceeding or investigative action, whether current, threatened, pending or completed. Mandatory Indemnification of Eligible Parties 20.2 Subject to the Act, the Company must indemnify each eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each eligible party is deemed to have contracted with the Company on the terms of the indemnity contained in this Â§20.2. Indemnification of Other Persons 20.3 Subject to any restrictions in the Act, the Company may agree to indemnify and may indemnify any person (including an eligible party) against eligible penalties and pay expenses incurred in connection with the performance of services by that person for the Company. Authority to Advance Expenses 20.4 The Company may advance expenses to an eligible party to the extent permitted by and in accordance with the Act. Non-Compliance with Act 20.5 Subject to the Act, the failure of an eligible party of the Company to comply with the Act or these Articles or, if applicable, any former Companies Act or former Articles does not, of itself, invalidate any indemnity to which he or she is entitled under this PartÂ 20. Â - 43 - Company May Purchase Insurance 20.6 The Company may purchase and maintain insurance for the benefit of any eligible party (or the heirs or legal personal representatives of any eligible party) against any liability incurred by any eligible party. PARTÂ 21 DIVIDENDS Payment of Dividends Subject to Special Rights 21.1 The provisions of this PartÂ 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends. Declaration of Dividends 21.2 Subject to the Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable. No Notice Required 21.3 The directors need not give notice to any shareholder of any declaration under Â§21.2. Record Date 21.4 The directors must set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. Manner of Paying Dividend 21.5 A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other entity, or in any one or more of those ways. Settlement of Difficulties 21.6 If any difficulty arises in regard to a distribution under Â§21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may: (a) set the value for distribution of specific assets; (b) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and (c) vest any such specific assets in trustees for the persons entitled to the dividend. When Dividend Payable 21.7 Any dividend may be made payable on such date as is fixed by the directors. Â - 44 - Dividends to be Paid in Accordance with Number of Shares 21.8 All dividends on shares of any classÂ or series of shares must be declared and paid according to the number of such shares held. Receipt by Joint Shareholders 21.9 If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share. Dividend Bears No Interest 21.10 No dividend bears interest against the Company. Fractional Dividends 21.11 If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend. Payment of Dividends 21.12 Any dividend or other distribution payable in money in respect of shares may be paid (i)Â by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing or (ii)Â by wire transfer or other electronic means. In the case of payment of a dividend by cheque, mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority. In the case of payment of a dividend by wire transfer or other electronic means, the initiation of such payment by the Company will, to the extent of the sum represented by the transfer (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless the amount of tax so deducted is not paid to the appropriate taxing authority. Capitalization of Retained Earnings or Surplus 21.13 Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof. PARTÂ 22 ACCOUNTING RECORDS AND AUDITOR Recording of Financial Affairs 22.1 The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Act. Â - 45 - Inspection of Accounting Records 22.2 Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company. Remuneration of Auditor 22.3 The directors may set the remuneration of the auditor of the Company. PARTÂ 23 NOTICES Method of Giving Notice 23.1 Unless the Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Act or these Articles (a â€œNoticeâ€) to be sent by or to a person may be sent by: (a) mail addressed to the person at the applicable address for that person as follows: (i) for a Notice mailed to a shareholder, the shareholderâ€™s registered address; (ii) for a Notice mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the mailing address of the intended recipient; (b) delivery at the applicable address for that person as follows, addressed to the person: (i) for a Notice delivered to a shareholder, the shareholderâ€™s registered address; (ii) for a Notice delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the delivery address of the intended recipient; (c) sending the Notice by fax to the fax number provided by the intended recipient for the sending of Notices that class; (d) sending the Notice by email to the email address provided by the intended recipient for the sending of Notices of that class; (e) sending the Notice by other means of electronic transmission accessible by the intended recipient for the sending of Notices of that classÂ in accordance with applicable

law; and (f) physical delivery to the intended recipient. Â - 46 - Press Release 23.2 Unless the Act or these Articles provide otherwise, a Notice to be sent to a shareholder shall be deemed conclusively to have been given or made, and the obligation to give any Notice shall, unless otherwise required by applicable laws and regulations, be deemed conclusively to have been fully satisfied upon issuing a press release complying with applicable laws and regulations if deemed by the board of directors to be a reasonable or appropriate means of providing such Notice. Deemed Receipt of Mailing 23.3 A notice, statement, report or other record that is: (a) mailed to a person by ordinary mail to the applicable address for that person referred to in Â§23.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing; (b) faxed to a person to the fax number provided by that person under Â§23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; (c) emailed to a person to the e-mail address provided by that person under Â§23.1 is deemed to be received by the person to whom it was e-mailed on the day that it was emailed; and (d) sent to a person by other means of electronic transmission under Â§23.1 is deemed to be received by the person to whom it was transmitted on the day that such transmission occurred. Certificate of Sending 23.4 A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Â§23.1 is conclusive evidence of that fact. Notice to Joint Shareholders 23.5 A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share. Notice to Legal Personal Representatives and Trustees 23.6 A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by: (a) mailing the record, addressed to them: (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or Â - 47 - (b) if an address referred to in Â§23.6(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. Undelivered Notices 23.7 If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Â§23.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address. PARTÂ 24 PROHIBITIONS Definitions 24.1 In this PartÂ 24: (a) â€œdesignated securityâ€ means: (i) a voting security of the Company; (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or (iii) a security of the Company convertible, directly or indirectly, into a security described in Â§(a)Â or Â§(b); (b) â€œsecurityâ€ has the meaning assigned in the Securities Act (British Columbia); and (c) â€œvoting securityâ€ means a security of the Company that: (i) is not a debt security; and (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing. Application 24.2 Â§24.3 does not apply to the Company if and for so long as it is a public company, a private company which is no longer eligible to use the private issuer exemption under the Securities Act (British Columbia) or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply. Consent Required for Transfer of Shares or Designated Securities 24.3 No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition. Â - 48 - PARTÂ 25 FORUM SELECTION 25.1 Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Nothing in this Â§25.1 shall be deemed to apply to any suits brought to enforce any liability or duty created by the Exchange Act. Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to the provisions of this Â§25.1. PARTÂ 26 SPECIAL RIGHTS AND RESTRICTIONS CLASS A EXCHANGEABLE SUBORDINATE VOTING SHARES Special Rights and Restrictions 26.1 The ClassÂ A Shares as a classÂ shall have attached thereto the special rights and restrictions specified in this PartÂ 26. DIVIDENDS Dividend Rights 26.2 Each ClassÂ A Shareholder shall be entitled to receive, and the Company shall pay thereon, as and when declared by the board of directors, a dividend on each ClassÂ A Share in an amount in cash for each ClassÂ A Share equal to the cash distribution declared on each BEP Unit on each BEP Distribution Declaration Date occurring after the first date of issuance of the ClassÂ A Shares multiplied by the Conversion Factor in effect on the Record Date of such dividend (the â€œClassÂ A Dividendâ€), it being understood that ClassÂ A Shareholders will not be entitled to any dividends other than the ClassÂ A Dividend. Unpaid Dividends 26.3 If the full amount of a ClassÂ A Dividend is not declared on a BEP Distribution Declaration Date, or is declared but is not paid on the payment date, then such ClassÂ A Dividend shall accrue and accumulate, whether or not the Company has earnings, whether or not there are funds legally available for the payment thereof and whether or not such distributions are earned or authorized (such amounts, the â€œUnpaid Dividendsâ€). Any dividend payment made on the ClassÂ A Shares shall first be credited against the earliest Unpaid Dividends due with respect to such ClassÂ A Shares which remains payable. Payment of Dividends 26.4 Cheques of the Company, wire transfers or other electronic means of payment may be issued or initiated, as applicable, in respect of all ClassÂ A Dividends contemplated by Â§26.2 and the sending of such cheque, wire transfer or other electronic means of payment, as applicable, to each ClassÂ A Shareholder will satisfy the cash dividend represented thereby unless, in the case of a cheque, the cheque is not paid on presentation. Subject to the requirements of applicable Law with respect to unclaimed property, no ClassÂ A Shareholder will be entitled to recover by action or other legal process against the Company any dividend that is represented by a cheque that has not been duly presented to the Companyâ€™s bankers for payment or Â - 49 - that otherwise remains unclaimed for a period of two years from the date on which such dividend was first payable. Record and Payment Dates 26.5 The Record Date with respect to any ClassÂ A Dividend declared by the board of directors and the payment date of such ClassÂ A Dividend will be the same dates as the Record Date and the payment date, respectively, for the corresponding distribution declared on the BEP Units, each as approved by the board of directors. RANKING Ranking of the ClassÂ A Shares 26.6 The ClassÂ A Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank senior to the ClassÂ B Shares and any other shares ranking junior to the ClassÂ A Shares with respect to priority in payment of dividends and return of capital in a Liquidation Event. VOTING Voting Rights 26.7 Except as expressly provided herein, each ClassÂ A Shareholder will be entitled to receive notice of, and to attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified classÂ or series of shares are entitled to vote separately as a classÂ or series. Each ClassÂ A Shareholder shall be entitled to cast one vote for each ClassÂ A Share held at the record date for the determination of shareholders entitled to vote on any matter. 26.8 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A Shareholders and ClassÂ B Shareholders will vote together and not as separate classes. 26.9 The holders of the outstanding ClassÂ A Shares and ClassÂ B Shares, voting together, shall be entitled to vote in respect of the election of all directors of the Company. Amendment with Approval of ClassÂ A Shareholders 26.10 In addition to any other approvals required by Law, any approval given by the ClassÂ A Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A Shares or any other matter requiring the approval or consent of the ClassÂ A Shareholders as a separate classÂ will be deemed to have been sufficiently given if it will have been given in accordance with applicable Law, subject to a minimum requirement that such amendment be approved by not less than 66 2/3% of the votes cast on such amendment at a meeting of ClassÂ A Shareholders duly called and held at which the ClassÂ A Shareholders holding at least 10% of the outstanding ClassÂ A Shares at that time are present or represented by proxy; provided that such approval must be given also by the affirmative vote of holders of not less than 66 2/3% of the Non-Affiliated Holders represented in person or by proxy at the meeting. If at any such meeting the ClassÂ A Shareholders holding at least 10% of the outstanding ClassÂ A Shares as of the Record Date of

such meeting are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting will be adjourned to such date not less than five days thereafter and to such time and place as may be designated by the chairman of such meeting. At such reconvened meeting, the ClassÂ A Shareholders present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 66 Â - 50 - 2/3% of the votes cast on such amendment at such reconvened meeting by the Non-Affiliated Holders shall be effective. Notwithstanding the foregoing, any approval given by the ClassÂ A Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A Shares or any other matter that would reasonably be expected to impact the economic equivalence of a ClassÂ A Share with a BEP Unit shall require (i)Â at a duly called annual or special meeting of the ClassÂ A Shareholders, the affirmative consent or vote, as applicable, of holders of a majority of the outstanding ClassÂ A Shares held by Non-Affiliated Holders voting as a class, or (ii)Â in the event that there is more than one independent director of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 â€“ Audit Committees of the Canadian Securities Administrators, as such provisions may be amended from time to time and, if applicable, the listing standards of the securities exchange(s) on which the ClassÂ A Shares may then be listed) who does not also serve on the board of the BEP GP (each a â€œnon-overlapping directorâ€), the approval of a majority of such non-overlapping directors. Approval of Issuance of Senior Securities to Affiliates 26.11 Notwithstanding anything in these Articles to the contrary, approval of holders of a majority of the outstanding ClassÂ A Shares held by Non-Affiliated Holders, voting as a class, shall be required prior to the Companyâ€™s issuance to BN or BEP or any of their affiliates of any preferred or equity securities (including any share purchase, warrants, options and other rights convertible into, exchangeable for or exercisable for such securities) that rank senior to the ClassÂ A Shares with respect to payment of dividends or return of capital in the event of liquidation, dissolution or winding-up of the Company. EXCHANGE RIGHTS Exchange at the Option of the ClassÂ A Shareholder 26.12 Subject to applicable Law and the due exercise by BEP of the Exchange-Redemption Call Right, at any time from and after the date of the issuance of the ClassÂ A Shares, each ClassÂ A Shareholder shall have the right (the â€œExchange Rightâ€) to require the Company to redeem all or such portion of the ClassÂ A Shares registered in the name of such ClassÂ A Shareholder specified in a Notice of Exchange delivered to the Transfer Agent by or on behalf of such ClassÂ A Shareholder (such ClassÂ A Shares being hereafter referred to as â€œTendered ClassÂ A Sharesâ€ and such ClassÂ A Shareholder, the â€œTendering ClassÂ A Shareholderâ€) for the BEP Units Amount per Tendered ClassÂ A Share or, if the Company elects in its sole and absolute discretion, the Cash Amount (in lieu of the BEP Units Amount per Tendered ClassÂ A Share), plus, in either case, a cash amount equal to any Unpaid Dividends per Tendered ClassÂ A Share. Notice of Exchange 26.13 A ClassÂ A Shareholder must deliver a Notice of Exchange either electronically (by electronic mail or by any other electronic procedure that may be established by the Transfer Agent and communicated to the ClassÂ A Shareholders by the Company or the Transfer Agent) or physically (by mail, courier, hand delivery or otherwise) to any office of the Transfer Agent prior to the issuance by the Company of a Notice of ClassÂ A Redemption or the announcement of a Liquidation Event in order to exercise his, her or its Exchange Right. The Transfer Agent shall promptly notify the Company, BEP and, until such time as the Rights Agreement has been terminated, BN, of the receipt of a Notice of Exchange. Satisfaction of Exchange Rights 26.14 Upon receipt by the Transfer Agent of a Notice of Exchange and such additional documents and instruments as the Company or the Transfer Agent may reasonably require, and provided that BEP has not exercised the Exchange-Redemption Call Right, the Company will redeem the applicable Tendered ClassÂ A Â - 51 - Shares on or prior to the Specified Exchange Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ A Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ A Shares or at the address specified in the holderâ€™s Notice of Exchange, either (i)Â the BEP Units Amount, or (ii)Â the Cash Amount, as the Company may determine in its sole and absolute discretion, together with a cash amount for each Tendered ClassÂ A Share equal to any Unpaid Dividends per Tendered ClassÂ A Share ((i) or (ii), plus such Unpaid Dividends collectively being the â€œExchange Considerationâ€) and such delivery of such Exchange Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the Exchange Rights so exercised. Should the Company elect to satisfy Exchange Rights by delivering the Cash Amount, then the payment of such amount shall be made in the manner set forth in Â§26.4. 26.15 Any Tendering ClassÂ A Shareholder shall have no further right, with respect to any Tendered ClassÂ A Shares redeemed, repurchased or exchanged, to receive any dividends on ClassÂ A Shares with a Record Date on or after the date on which the Transfer Agent receives such Notice of Exchange. Each Tendering ClassÂ A Shareholder shall continue to own each ClassÂ A Share subject to any Notice of Exchange, and be treated as a ClassÂ A Shareholder with respect to each such ClassÂ A Share for all other purposes of these Articles, until such ClassÂ A Share has been redeemed in accordance with Â§26.14 or repurchased or exchanged in accordance with the Rights Agreement, as applicable, for the Secondary Exchange Amount in accordance with Â§26.17. A Tendering ClassÂ A Shareholder shall have no rights as a unitholder of BEP with respect to any BEP Units to be received by such Tendering ClassÂ A Shareholder in exchange for Tendered ClassÂ A Shares pursuant to Â§26.12 until the Transfer Agent has issued such BEP Units to such Tendering ClassÂ A Shareholder. 26.16 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ A Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A Shares, and BEP has not exercised its Exchange-Redemption Call Right with respect to the Tendered ClassÂ A Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A Shares (rounded down to a whole number of ClassÂ A Shares) that would not be contrary to such requirements or other provisions. The Company will notify any such Tendering ClassÂ A Shareholder at least one Business Day prior to the Specified Exchange Date as to the number of Tendered ClassÂ A Shares that will be redeemed by the Company. Where there is more than one Tendering ClassÂ A Shareholder, the Company will redeem the maximum number of Tendered ClassÂ A Shares that would not be contrary to such requirements or other provisions among such Tendering ClassÂ A Shareholders on a pro rata basis. Secondary Exchange Rights 26.17 For so long as the Rights Agreement has not been terminated, if a Tendering ClassÂ A Shareholder has not received the Exchange Consideration with respect to any Tendered ClassÂ A Shares by the Close of Business on the applicable Specified Exchange Date for any reason, then, on the terms and subject to the conditions set forth in the Rights Agreement, which the ClassÂ A Shareholders shall have a right to enforce, such Tendering ClassÂ A Shareholder shall be entitled to receive from BN the Secondary Exchange Amount with respect to each such Tendered ClassÂ A Share no later than the applicable Secondary Exchange Date (the â€œSecondary Exchange Rightâ€). The Company shall send to BN and to the Rights Agent on the applicable Specified Exchange Date a notice to the effect that the Tendering ClassÂ A Shareholder has not received the Exchange Consideration and such notice will set forth the identity of the Tendering ClassÂ A Shareholder, the number of Tendered ClassÂ A Shares, the amounts of such Exchange Consideration then not paid and will be otherwise consistent with the definition of â€œCompany Noticeâ€ in the Rights Agreement. Â - 52 - No Fractional BEP Units 26.18 Notwithstanding anything to the contrary set forth herein, no fractional BEP Units shall be issued in connection with the satisfaction of Exchange Rights, in connection with a redemption of a ClassÂ A Share or in connection with a Liquidation Event. In lieu of any fractional BEP Units to which the Tendering ClassÂ A Shareholder would otherwise be entitled, the Company shall pay a cash amount equal to the BEP Unit Value on the Trading Day immediately preceding the Exchange Date multiplied by such fraction of a BEP Unit. In lieu of any fractional BEP Units to which the Tendering ClassÂ A Shareholder would otherwise be entitled pursuant to the Rights Agreement, the Rights Agent shall pay a cash amount as determined in accordance with the terms and conditions of the Rights Agreement. Withholding Taxes 26.19 Each Tendering ClassÂ A Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ A Shares pursuant to Â§26.12 to Â§26.14 and will be deemed to have authorized the Company to retain such portion of the Exchange Consideration as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§26.19, the Company shall give each Tendering ClassÂ A Shareholder within three (3)Â Business Days after the

Companyâ€™s receipt of a Notice of Exchange from such Tendering ClassÂ A Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ A Shares subject to such Notice of Exchange, provide the Tendering ClassÂ A Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ A Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§26.19; provided that any determination with respect to the tax withholding shall be made by the Company, BEP or an affiliate of BEP, as applicable, in its sole discretion exercised in good faith. COMPANY REDEMPTION RIGHTS Company Redemption 26.20 If the Company delivers or causes to be delivered a Notice of ClassÂ A Redemption to the ClassÂ A Shareholders, it shall redeem all of the issued and outstanding ClassÂ A Shares on the Specified ClassÂ A Redemption Date. The Company may deliver a Notice of ClassÂ A Redemption at any time, in its sole discretion and subject to applicable Law, including in any of the following circumstances: (a) the total number of ClassÂ A Shares outstanding decreases by 50% or more over any 12-month period; (b) a Person acquires 90% of the BEP Units in a take-over bid (as defined by Applicable Securities Laws); (c) the holders of BEP Units approve an acquisition of BEP by way of arrangement or amalgamation; (d) the holders of BEP Units approve a restructuring or other reorganization of BEP; (e) there is a sale of all or substantially all the assets of BEP; Â - 53 - (f) there is a change of Law (whether by legislative, governmental or judicial action), administrative practice or interpretation, or a change in circumstances of the Company and the shareholders of the Company, that may result in adverse tax consequences for the Company or the shareholders of the Company; or (g) the board, in its good faith, concludes that the holders of BEP Units or the ClassÂ A Shareholders are adversely impacted by a fact, change, or other circumstance relating to the Company. Right of ClassÂ B Shareholders to Cause Redemption of ClassÂ A Shares 26.21 The ClassÂ B Shareholders may, at any time and in their sole discretion, deliver a notice to the Company specifying a date upon which the Company shall redeem all of the issued and outstanding ClassÂ A Shares (provided that such specified date is no less than 60 days from the date on which the ClassÂ B Shareholders deliver such notice), and as soon as reasonably practicable after the receipt of such notice, the Company shall, subject to applicable Law, deliver a Notice of ClassÂ A Redemption to the ClassÂ A Shareholders and, without the consent of the ClassÂ A Shareholders, shall redeem all of the ClassÂ A Shares on the Specified ClassÂ A Redemption Date. Redemption Procedure 26.22 In the event of a redemption of the ClassÂ A Shares, each ClassÂ A Shareholder shall be considered a Tendering ClassÂ A Shareholder and each ClassÂ A Share shall be considered a Tendered ClassÂ A Share for the purposes of Â§26.20 to Â§26.23, and the Company shall, at or prior to Close of Business on the Specified ClassÂ A Redemption Date, pay to each Tendering ClassÂ A Shareholder the BEP Units Amount, together with a cash amount for each Tendered ClassÂ A Share equal to any Unpaid Dividends per Tendered ClassÂ A Share (the BEP Units Amount, plus such Unpaid Dividends collectively being the â€œRedemption Considerationâ€) and such delivery of such Redemption Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the redemption of the ClassÂ A Shares. 26.23 Â§26.15 to Â§26.16 and Â§26.18 to Â§26.19 shall apply in their entirety, mutatis mutandis, to a redemption of the ClassÂ A Shares. Exchange-Redemption Call Right 26.24 Notwithstanding the provisions in Â§26.12 to Â§26.23 above, (a) in the event the Company receives a Notice of Exchange from a Tendering ClassÂ A Shareholder, BEP shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the Tendered ClassÂ A Shares from the Tendering ClassÂ A Shareholder by delivering the Exchange Consideration (the form of Exchange Consideration to be determined by BEP in its sole and absolute discretion) in accordance with Â§26.12 to Â§26.19 and Â§26.19 to Â§26.19, mutatis mutandis, in satisfaction of the obligations of the Company, and (b) in the event the Company provides a Notice of ClassÂ A Redemption to each ClassÂ A Shareholder, BEP shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the ClassÂ A Shares from each ClassÂ A Shareholder by delivering the Redemption Consideration in accordance with Â§26.20 to Â§26.23, mutatis mutandis, in satisfaction of the obligations of the Company as set out therein (the right in either (a)Â or (b) being the â€œExchange-Redemption Call Rightâ€), Â - 54 - and in the event of the exercise by BEP of the Exchange-Redemption Call Right, each Tendering ClassÂ A Shareholder will be obligated to sell all Tendered ClassÂ A Shares held by such Tendering ClassÂ A Shareholder to BEP (or its affiliate, as applicable) on delivery by BEP (or its affiliate, as applicable) to such Tendering ClassÂ A Shareholder of the Exchange Consideration or the Redemption Consideration, as applicable, and the Company will have no obligation to pay any Exchange Consideration or Redemption Consideration to the holders of such ClassÂ A Shares so purchased by BEP (or its affiliate, as applicable). 26.25 In order to exercise its Exchange-Redemption Call Right, BEP must notify the Transfer Agent in writing, as agent for the holders of ClassÂ A Shares, and the Company, of its intention to exercise such right at least 3 days before the Specified Exchange Date or at least 10 days before the Specified ClassÂ A Redemption Date, as applicable. Delivery by BEP to the Transfer Agent of a standing direction as to any exercise of the Exchange-Redemption Call Right in respect of the exercise of Exchange Rights shall satisfy the notification requirements set forth in this Â§26.25. LIQUIDATION Liquidation Rights 26.26 Upon any liquidation, dissolution, winding up of the Company or any other distribution of its assets among its shareholders, whether voluntary or involuntary (a â€œLiquidation Eventâ€), including where substantially concurrent with the liquidation, dissolution, or winding up of BEP, whether voluntary or involuntary (a â€œBEP Liquidation Eventâ€), each ClassÂ A Shareholder shall, subject to the exercise of the Liquidation Call Right, be entitled to be paid out of the assets of the Company legally available for distribution on the effective date of the Liquidation Event (the â€œLiquidation Dateâ€) an amount in cash per ClassÂ A Share then held by them equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the Liquidation Event (the â€œLiquidation Reference Dateâ€) multiplied by the Conversion Factor (and together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share, the â€œLiquidation Amountâ€). Notwithstanding the foregoing, in connection with a Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, if the Company, in its sole and absolute discretion elects, it may, subject to applicable Law, redeem all of the outstanding ClassÂ A Shares in exchange for such number of BEP Units per ClassÂ A Share equal to the Conversion Factor in effect on the Liquidation Reference Date, together with a cash amount per ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share in accordance with Â§26.22 and Â§26.23, in lieu of paying the Liquidation Amount. 26.27 The rights of the ClassÂ A Shareholders to receive the amount set forth in Â§26.26 is subject to: (a) the prior rights of holders of any classÂ of shares ranking in priority with the ClassÂ A Shares; (b) prior payment in full to each Tendering ClassÂ A Shareholder that submitted a Notice of Exchange at least 10 days prior to the date of the Liquidation Event of the Exchange Consideration; and (c) prior payment in full to each Tendering ClassÂ B Shareholder that submitted a Notice of ClassÂ B Retraction at least 30 days prior to the date of the Liquidation Event of the ClassÂ B Retraction Amount. 26.28 If, upon any such Liquidation Event, the assets of the Company are insufficient to make payment in full to all ClassÂ A Shareholders of the foregoing amounts set forth in Â§26.26 with respect to the Liquidation Event, then such assets (or consideration) shall be distributed among the ClassÂ A Shareholders Â - 55 - at the time outstanding, rateably in proportion to the full amounts to which they would otherwise be respectively entitled to receive under Â§26.26. BEP Liquidation Call Right 26.29 Notwithstanding Â§26.26, BEP will have the overriding right (the â€œLiquidation Call Rightâ€), in the event of and notwithstanding the occurrence of any Liquidation Event, to purchase from, or cause its affiliate to purchase from, all but not less than all of the ClassÂ A Shareholders on the Liquidation Date all but not less than all of the ClassÂ A Shares held by each such holder in exchange for the issuance by BEP of such number of BEP Units per ClassÂ A Share equal to the Conversion Factor in effect on the Liquidation Reference Date (and together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share, the â€œLiquidation Call Considerationâ€). In the event of the exercise of a Liquidation Call Right, each such ClassÂ A Shareholder will be obligated on the Liquidation Date to sell all the ClassÂ A Shares held by such holder to BEP on the Liquidation Date upon issuance by BEP to the holder of the Liquidation Call Consideration for each such ClassÂ A Share and the Company will have no obligation to pay any Liquidation Amount to the holders of such ClassÂ A Shares so purchased by BEP. 26.30 In order to exercise the Liquidation Call Right, BEP must notify the Transfer Agent in writing, as agent for the ClassÂ A Shareholders and the

Company, of its intention to exercise such right at least 30 days before the Liquidation Date in the case of a voluntary liquidation, dissolution or winding up of the Company and at least five Business Days before the Liquidation Date in the case of an involuntary liquidation, dissolution or winding up of the Company. If BEP exercises the Liquidation Call Right in accordance with this Â§26.30, all obligations of the Company under Â§26.26 to Â§26.28 will terminate and on the Liquidation Date BEP will purchase and ClassÂ A Shareholders will sell all of their ClassÂ A Shares then outstanding for a price per unit equal to the Liquidation Call Consideration. Automatic Redemption Rights 26.31 Subject to the exercise of the Liquidation Call Right, in connection with a BEP Liquidation Event, including where substantially concurrent with a Liquidation Event, the Company shall, subject to applicable Law, redeem all outstanding ClassÂ A Shares on the day prior to the effective date of the BEP Liquidation Event, and immediately following the automatic redemption by Brookfield Renewable Corporation (to be renamed Brookfield Renewable Holdings Corporation) of the ClassÂ A.1 Shares and ClassÂ A.2 Shares (or exercise by BEP of the Liquidation Call Right in respect thereof), in exchange for, in its sole and absolute discretion, (i)Â an amount in cash per share equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event multiplied by the Conversion Factor (together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share), or (ii)Â such number of BEP Units equal to the Conversion Factor in effect on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event (together with a cash amount for each ClassÂ A Share equal to any Unpaid Dividends per ClassÂ A Share). OTHER RIGHTS AND RESTRICTIONS Conversion of ClassÂ A Shares 26.32 Any BEP-Affiliated ClassÂ A Shareholder shall be entitled at any time to have any or all of such BEP-Affiliated ClassÂ A Shareholderâ€™s ClassÂ A Shares converted into ClassÂ B Shares at a conversion rate equal to one ClassÂ B Share for each ClassÂ A Share in respect of which the conversion right is exercised. The right of conversion herein provided for may be exercised by notice in writing given to the Transfer Agent (a â€œConversion Noticeâ€), which notice shall specify the number of ClassÂ A Shares that the BEP- Â - 56 - Affiliated ClassÂ A Shareholder desires to have converted. Upon receipt of a Conversion Notice, the Company shall, subject to applicable Law, promptly issue to the converting BEP-Affiliated ClassÂ A Shareholder the requisite number of ClassÂ B Shares and the Transfer Agent shall cancel the converted ClassÂ A Shares subject to the Conversion Notice effective concurrently therewith. Call Rights 26.33 Each ClassÂ A Shareholder, whether a registered holder or a beneficial holder, by virtue of becoming and being such a holder will be deemed to acknowledge each of the Exchange-Redemption Call Right and the Liquidation Call Right, in each case, in favour of BEP, and the overriding nature thereof in connection with the exercise of Exchange Rights, the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, or the retraction or redemption of ClassÂ A Shares, as the case may be, and to be bound thereby in favour of BEP as herein provided. Transfer Restrictions 26.34 No ClassÂ A Shareholder shall transfer to any Person such number of ClassÂ A Shares such that, after giving effect to the transfer, the transferee, together with its affiliates, would hold a direct and/or indirect interest in voting securities carrying 10% or more of the voting rights attached to all voting securities of the Company without the prior approval of the Federal Energy Regulatory Commission, to the extent required. PARTÂ 27 SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Special Rights and Restrictions 27.1 The ClassÂ B Shares as a classÂ shall have attached thereto the special rights and restrictions specified in this PartÂ 27. Dividend Rights 27.2 ClassÂ B Shareholders shall be entitled to receive, as and when declared by the board of directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the board of directors. The ClassÂ B Shareholders shall not be entitled to receive dividends (i)Â unless and until the Company has paid any Unpaid Dividends, and (ii)Â unless and until the Company has paid all of the Exchange Consideration owing to any Tendering ClassÂ A Shareholders who have submitted Notices of Exchange before the date the board of directors declares a dividend on the ClassÂ B Shares. The record and payment dates for dividends on ClassÂ B Shares shall be such date that the board of directors shall designate for the payment of such dividends. Stock Dividends 27.3 In the event a dividend is declared and paid on the ClassÂ A Shares consisting of ClassÂ A Shares, the board shall, subject to applicable Law, contemporaneously declare and pay an equivalent dividend on the ClassÂ B Shares consisting of ClassÂ B Shares. Â - 57 - Ranking of the ClassÂ B Shares 27.4 The ClassÂ B Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank junior to the ClassÂ A Shares and senior to any shares ranking junior to the ClassÂ B Shares with respect to priority in payment of dividends and return of capital in a Liquidation Event. Voting Rights 27.5 Except as expressly provided herein, each ClassÂ B Shareholder will be entitled to receive notice of, and attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified classÂ or series of shares are entitled to vote separately as a classÂ or series. Each ClassÂ B Shareholder will be entitled to cast a number of votes per ClassÂ B Share equal to: (i)Â the number that is three times the number of ClassÂ A Shares then issued and outstanding, divided by (ii)Â the number of ClassÂ B Shares then issued and outstanding. 27.6 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A Shareholders and the ClassÂ B Shareholders will vote together and not as separate classes. 27.7 At any time that no ClassÂ A Shares are outstanding or for any vote held only in respect of the ClassÂ B Shares, each ClassÂ B Shareholder will be entitled to cast one vote per ClassÂ B Share. 27.8 The holders of the outstanding ClassÂ A Shares and ClassÂ B Shares, voting together, shall be entitled to vote for the election of all directors of the Company. Amendment with Approval of ClassÂ B Shareholders 27.9 In addition to any other approvals required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ B Shares as a classÂ may be added to, changed or removed but only with the approval of the ClassÂ B Shareholders given as hereinafter specified. 27.10 The approval of the ClassÂ B Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ B Shares as a classÂ or in respect of any other matter requiring the consent of the ClassÂ B Shareholders may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the ClassÂ B Shareholders or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the ClassÂ B Shareholders duly called for that purpose. On every poll taken at every meeting of the ClassÂ B Shareholders as a class, each ClassÂ B Shareholder entitled to vote thereat shall have one vote in respect of each ClassÂ B Share held. Retraction at the Option of the ClassÂ B Shareholder 27.11 Subject to applicable Law, at any time from and after the date of the issuance of the ClassÂ B Shares, each ClassÂ B Shareholder shall have the right (the â€œClassÂ B Retraction Rightâ€) to require the Company to redeem all or such portion of the ClassÂ B Shares registered in the name of such ClassÂ B Shareholder specified in a Notice of ClassÂ B Retraction delivered to the Company by or on behalf of such ClassÂ B Shareholder (such ClassÂ B Shares being hereafter referred to as â€œTendered ClassÂ B Sharesâ€ and such ClassÂ B Shareholder, the â€œTendering ClassÂ B Shareholderâ€) for the Cash Amount (the â€œClassÂ B Retraction Amountâ€). Â - 58 - Notice of ClassÂ B Retraction 27.12 A ClassÂ B Shareholder must deliver a Notice of ClassÂ B Retraction to the registered office of the Company in order to exercise his, her or its ClassÂ B Retraction Right. Satisfaction of Retraction Right 27.13 Upon receipt by Company of a Notice of ClassÂ B Retraction and such additional documents and instruments as the Company may reasonably require, the Company shall redeem the Tendered ClassÂ B Shares on or prior to the Specified ClassÂ B Retraction Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ B Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ B Shares or at the address specified in the holderâ€™s Notice of ClassÂ B Retraction, the ClassÂ B Retraction Amount, and such delivery of such ClassÂ B Retraction Amount by or on behalf of the Company, will be deemed to be payment of and will satisfy and discharge all liability for the ClassÂ B Retraction Right so exercised. 27.14 Each Tendering ClassÂ B Shareholder shall continue to own each ClassÂ B Share subject to any Notice of ClassÂ B Retraction, and be treated as a ClassÂ B Shareholder with respect to each such ClassÂ B Share for all other purposes of these Articles, until such ClassÂ B Share has been redeemed by the Company in accordance with Â§27.11 to Â§27.16. 27.15 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. Withholding Taxes 27.16 Each Tendering ClassÂ B Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ B Shares

pursuant to Â§27.11 to Â§27.13 and will be deemed to have authorized the Company to retain such portion of the ClassÂ B Retraction Amount as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§27.16, the Company shall give each Tendering ClassÂ B Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of ClassÂ B Retraction from such Tendering ClassÂ B Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ B Shares subject to such Notice of ClassÂ B Retraction, provide the Tendering ClassÂ B Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ B Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§27.16; provided that any determination with respect to the tax withholding shall be made by the Company in its sole discretion exercised in good faith. Liquidation Rights 27.17 Upon any Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, the ClassÂ B Shareholders shall be entitled to receive on the Liquidation Date the assets and property of the Company remaining, if any, after the prior payments of the amounts set forth in Â§27.18. 27.18 The rights of the ClassÂ B Shareholders to receive the amount set forth in Â§27.17 is subject to the prior payment of the amounts set forth in Â§26.27(b) and Â§26.27(c) and to the prior rights of holders of all ClassÂ A Shares and any other classÂ of shares ranking in priority or rateably with the ClassÂ B Shares. Â - 59 - Transfer Restrictions 27.19 The ClassÂ B Shares may not be Transferred to any Person other than to BEP or a Person Controlled by BEP. If any ClassÂ B Shares are Transferred in contravention of the preceding sentence, (i)Â such Transfer shall be null and void, and the Company shall not register or otherwise recognize the Transfer of the ClassÂ B Shares to the transferee, (ii)Â any rights to vote attaching to the ClassÂ B Shares so Transferred may not be exercised by any Person, (iii)Â any payment by the Company on the ClassÂ B Shares so Transferred shall be prohibited and any such payment shall be forfeited, and (iv)Â any rights that an ineligible transferee may have as a result of being a holder of ClassÂ B Shares shall be null and void, in each case, until such time as such Transfer is cancelled. Â - 60 - EXHIBITÂ â€œAâ€ Notice of Exchange NOTICE OF EXCHANGE To: Computershare Investor Services Inc. (the â€œTransfer Agentâ€) PLEASE DELIVER YOUR EXCHANGE REQUEST BY ONE OF THE OPTIONS BELOW: Â â€ƒÂ Â Via PDF Email (recommended)*: Â Â â€ƒÂ Â Via Mail: Â Â onlinedeposits@computershare.com Â *â€ƒâ€‰â€‰You can either scan this document via PDF or take a picture with your phone (send a CLEAR picture of all pages, both front and back within the same email) Â Â Â Â Computershare Trust Company of Canada P.O. Box 7021 31 Adelaide St E Toronto, ON M5C 3H2 Attn: Corporate Actions This notice is given pursuant to SectionÂ 26.13 of the articles (the â€œArticlesâ€) of Brookfield Renewable Corporation (the â€œCompanyâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in the Articles. The undersigned hereby notifies the Company that the undersigned desires to have the Company redeem in accordance with the Articles: Â â˜ all ClassÂ A Share(s) registered in the name of the undersigned; or Â â˜ â€ƒâ€ƒClassÂ A Share(s) registered in the name of the undersigned. The undersigned acknowledges the Exchange-Redemption Call Right of Brookfield Renewable Partners L.P. (â€œBEPâ€) or an affiliate of BEP to acquire all, but not less than all, of the Tendered ClassÂ A Shares from the undersigned and that this notice is and will be deemed to be an offer by the undersigned to sell the Tendered ClassÂ A Shares to BEP in accordance with the Exchange-Redemption Call Right on or prior to the Specified Exchange Date for the Exchange Consideration or Redemption Consideration and on the other terms and conditions set out in the Articles. The undersigned acknowledges that the Exchange Consideration for the Tendered ClassÂ A Shares may be satisfied by the delivery of an equivalent number of BEP Units (subject to adjustment to reflect certain capital events) or its cash equivalent. The form of payment is to be determined by the Company or BEP in its respective sole and absolute discretion. It is the intention of the Company and BEP to satisfy payment of the Exchange Consideration for Tendered ClassÂ A Shares through the delivery of BEP Units rather than the Cash Amount. The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ A Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A Shares, provided that BEP has not exercised its Exchange-Redemption Call Right with respect to the Tendered ClassÂ A Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A Shares (rounded down to a whole number of ClassÂ A Shares) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company and BEP that the undersigned has good title to, and owns, the ClassÂ A Share(s) to be acquired by the Company, BEP or an affiliate of BEP as the case may be, free and clear of all liens, claims and encumbrances whatsoever. Â (Date) Â Â Â (Signature of Tendering ClassÂ A Shareholder) Â Â Â (Guarantee of Signature) Â Â CURRENCY ELECTION Â (only if exchange or acquisition of the Tendered ClassÂ A Shares is satisfied by the Cash Amount) Â Shareholders domiciled in Canada will receive the Cash Amount in Canadian dollars (CAD) and shareholders domiciled in the United States and all other countries will receive the Cash Amount in U.S. dollars (USD), unless otherwise elected below: Â â˜â€,â€‰â€‰Issue my cash entitlement payment(s) in U.S. dollars (USD). Â â˜â€,â€‰â€‰Issue my cash entitlement payment(s) in Canadian dollars (CAD). Â By electing to receive payment in another currency, the undersigned acknowledges that (a)Â the exchange rate used will be the rate established by the Transfer Agent, in its capacity as foreign exchange service provider to the Company, on the date the funds are converted; (b)Â the risk of any fluctuation in such rate will be borne by the undersigned; and (c)Â the Transfer Agent may earn commercially reasonable spread between its exchange rate and the rate used by any counterparty from which it purchases the elected currency. Payment Delivery Instruction Â â˜â€,â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid by cheque and mailed to the last address of the Tendering ClassÂ A Shareholder as it appears on the register of the Company or as instructed below in ExhibitÂ â€œAâ€. ALL CHEQUE PAYMENTS WILL BE ISSUED TO THE REGISTERED NAME AS IT CURRENTLY APPEARS. Â â˜â€,â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid by cheque and held for pick-up by the Tendering ClassÂ A Shareholder at the principal transfer office of the Transfer Agent in Toronto, Ontario. Â â˜â€ ,â€‰â€‰Please check this box if the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A Shares is to be paid electronically to the Tendering ClassÂ A Shareholder using the electronic payment information as it appears on the dividend register of the Company or as instructed below in ExhibitÂ â€œBâ€. NOTE: This panel must be completed and such additional documents as the Transfer Agent may require must be deposited with the Transfer Agent at its principal transfer office in Toronto, Ontario. The BEP Units Amount and any payment resulting from the exchange or acquisition of the Tendered ClassÂ A Shares will be issued and registered in, and made payable to respectively, the name of the Tendering ClassÂ A Shareholder as it appears on the register of the Company and the BEP Units Amount and payment resulting from such exchange or acquisition will be delivered to such Tendering ClassÂ A Shareholder as indicated above, unless the form appearing immediately below is duly completed. Â - 2 - EXHIBIT A: Cheque Delivery Information Â Date: â€ƒâ€ƒâ€ƒâ

three) Â Â Â Additional Â Â Â Notes Â Â and Â Â special Â Â routing Â Â instructions: Â Â *PLEASE NOTE THAT THERE IS A $100 BANKING FEE ON WIRE PAYMENTS. ALTERNATIVELY, CHEQUE PAYMENTS ARE ISSUED AT NO ADDITIONAL COST. IF WIRE DETAILS ARE INCORRECT OR INCOMPLETE, COMPUTERSHARE WILL ATTEMPT TO CONTACT YOU AND CORRECT THE ISSUE. HOWEVER, IF WE CANNOT CORRECT THE ISSUE PROMPTLY, A CHEQUE WILL BE AUTOMATICALLY ISSUED AND MAILED TO THE ADDRESS ON RECORD. NO FEES WILL BE CHARGED **MANDATORY FIELD Please provide email address and phone number in the event that we need to contact you for corrective measures: Â â€fâ€fâ€fâ€fâ€fâ€f Â EMAILÂ ADDRESS: Â Â Â PHONEÂ NUMBER: Â Â Â Â Â â€fâ€fâ€fâ€fâ€f Â EXHIBITÂ â€œCâ€ Notice of ClassÂ A Redemption NOTICE OF CLASS A REDEMPTION To: ClassÂ A Shareholders of Brookfield Renewable Corporation (the â€œCompanyâ€) This notice is given pursuant to SectionÂ 26.20 of the articles of the Company (the â€œArticlesâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in such Articles. The Company hereby notifies the ClassÂ A Shareholders that the Company desires to redeem all of the issued and outstanding ClassÂ A Shares in accordance with the Articles. The Company acknowledges that this notice is and will be deemed to be an irrevocable offer by the Company to redeem all of the ClassÂ A Shares on the Specified ClassÂ A Redemption Date for the Redemption Consideration and on the other terms and conditions set out in the Articles. Â Brookfield Renewable Corporation Â (Date) EXHIBITÂ â€œDâ€ Notice of ClassÂ B Retraction NOTICE OF CLASS B RETRACTION To: Brookfield Renewable Corporation (the â€œCompanyâ€) This notice is given pursuant to SectionÂ 27.12 of the articles of the Company (the â€œArticlesâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in such Articles. The undersigned hereby notifies the Company that the undersigned desires to have the Company redeem in accordance with the Articles: Â â€fâ€fâ€fall ClassÂ B Share(s) registered in the name of the undersigned; or â€fâ€fâ€fâ€fâ€f ClassÂ B Share(s) registered in the name of the undersigned. The undersigned acknowledges that this notice is and will be deemed to be an irrevocable offer by the undersigned to sell the Tendered ClassÂ B Shares to the Company on or prior to the Specified ClassÂ B Retraction Date for the ClassÂ B Retraction Amount and on the other terms and conditions set out in the Articles. The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ B Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ B Shares (rounded down to a whole number of ClassÂ B Shares) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company that the undersigned has good title to, and owns, the ClassÂ B Share(s) to be acquired by the Company, free and clear of all liens, claims and encumbrances whatsoever. Â Date: Â Â Â (Signature of Tendering ClassÂ B Shareholder) Â (Guarantee of Signature) â˜ Please check this box if the Cash Amount resulting from the acquisition of the Tendered ClassÂ B Shares is to be mailed to the last address of the Tendering ClassÂ B Shareholder as it appears on the register of the Company. NOTE: This panel must be completed and this certificate, together with such additional documents as the Company may require, must be delivered to the registered office of the Company in Vancouver, British Columbia. Any payment resulting from the acquisition of the Tendered ClassÂ B Shares will be made payable to the name of the Tendering ClassÂ B Shareholder as it appears on the register of the Company and payment resulting from such acquisition will be delivered to such Tendering ClassÂ B Shareholder as indicated above, unless the form appearing immediately below is duly completed. Â Date: Â Â Â Name of Person in Whose Name Payment is to be Delivered (please print) Â Street Address or P.O. Box Â City, Province and Postal Code Â Signature of Tendering ClassÂ B Shareholder NOTE: If this Notice of ClassÂ B Retraction is for less than all of the ClassÂ B Share(s) represented by this certificate, a certificate representing the remaining ClassÂ B Shares of the Company will be issued and registered in the name of the Tendering ClassÂ B Shareholder as it appears on the register of the Company. EX-99.13 14 d168282dex9913.htm EX-99.13 EX-99.13 Exhibit 99.13 Number: BC1222593 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE HOLDINGS CORPORATION TABLE OF CONTENTS Â Â Â Â Page Â PARTÂ 1 INTERPRETATION Â Â Â 1 Â PARTÂ 2 SHARES AND SHARE CERTIFICATES Â Â Â 18 Â PARTÂ 3 ISSUE OF SHARES Â Â Â 19 Â PARTÂ 4 SHARE REGISTERS Â Â Â 20 Â PARTÂ 5 SHARE TRANSFERS Â Â Â 20 Â PARTÂ 6 TRANSMISSION OF SHARES Â Â Â 22 Â PARTÂ 7 PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Â Â Â 22 Â PARTÂ 8 BORROWING POWERS Â Â Â 23 Â PARTÂ 9 ALTERATIONS Â Â Â 23 Â PARTÂ 10 MEETINGS OF SHAREHOLDERS Â Â Â 24 Â PARTÂ 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Â Â Â 26 Â PARTÂ 12 VOTES OF SHAREHOLDERS Â Â Â 30 Â PARTÂ 13 DIRECTORS Â Â Â 34 Â PARTÂ 14 ELECTION AND REMOVAL OF DIRECTORS Â Â Â 35 Â PARTÂ 15 POWERS AND DUTIES OF DIRECTORS Â Â Â 37 Â PARTÂ 16 INTERESTS OF DIRECTORS AND OFFICERS Â Â Â 38 Â PARTÂ 17 PROCEEDINGS OF DIRECTORS Â Â Â 39 Â PARTÂ 18 EXECUTIVE AND OTHER COMMITTEES Â Â Â 42 Â PARTÂ 19 OFFICERS Â Â Â 43 Â PARTÂ 20 INDEMNIFICATION Â Â Â 44 Â PARTÂ 21 DIVIDENDS Â Â Â 45 Â PARTÂ 22 ACCOUNTING RECORDS AND AUDITOR Â Â Â 47 Â PARTÂ 23 NOTICES Â Â Â 47 Â PARTÂ 24 PROHIBITIONS Â Â Â 49 Â PARTÂ 25 FORUM SELECTION Â Â Â 50 Â Â - i - TABLE OF CONTENTS (continued) Â Â Â Â Page Â PARTÂ 26 SPECIAL RIGHTS AND RESTRICTIONS CLASS A.1 EXCHANGEABLE SUBORDINATE VOTING SHARES Â Â Â 50 Â PARTÂ 27 SPECIAL RIGHTS AND RESTRICTIONS CLASS A.2 EXCHANGEABLE NON-VOTING SHARES Â Â Â 57 Â PARTÂ 28 SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Â Â Â 64 Â PARTÂ 29 SPECIAL RIGHTS AND RESTRICTIONS CLASS C NON-VOTING SHARES Â Â Â 67 Â PARTÂ 30 SPECIAL RIGHTS AND RESTRICTIONS CLASS A SENIOR PREFERRED SHARES Â Â Â 70 Â PARTÂ 31 SPECIAL RIGHTS AND RESTRICTIONS CLASS B JUNIOR PREFERRED SHARES Â Â Â 71 Â Â - ii - Number: BC1222593 BUSINESS CORPORATIONS ACT ARTICLES OF BROOKFIELD RENEWABLE HOLDINGS CORPORATION (THE â€œCOMPANYâ€) PARTÂ 1 INTERPRETATION Definitions 1.1 In these Articles, unless the context otherwise requires: (a) â€œActâ€ means the Business Corporations Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (b) â€œAdditional Dividendsâ€ has the meaning as provided in Â§26.2; (c) â€œaffiliateâ€ means with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by such Person, or is under common Control of a third Person; (d) â€œBEPâ€ means Brookfield Renewable Partners L.P., a Bermuda exempted limited partnership, and is deemed to refer to all successors, including, without limitation, by operation of Law; (e) â€œBEP-Affiliated ClassÂ A.2 Shareholderâ€ means BEP or a Person Controlled by BEP to the extent BEP or such other Person holds ClassÂ A.2 Shares; (f) â€œBEPCâ€ means Brookfield Renewable Corporation, a company incorporated under the laws of British Columbia, Canada; (g) â€œBEPC ClassÂ A Shareâ€ means a class A exchangeable subordinate voting share of BEPC; (h) â€œBEPC ClassÂ A Share Amountâ€ has the meaning as provided in Â§27.11; (i) â€œBEPC ClassÂ A Share Valueâ€ means, with respect to a BEPC ClassÂ A Share on a particular date, the market price of a BEPC ClassÂ A Share on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the BEPC ClassÂ A Shares are listed on a U.S. National Securities Exchange, the closing price per BEPC ClassÂ A Share (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the BEPC ClassÂ A Shares are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per BEPC ClassÂ A Share (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if the BEPC ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the BEPC ClassÂ A Shares are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the BEPC ClassÂ A Shares are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms

selected by the Company for such purpose or (v)Â if none of the conditions set forth in clausesÂ (i), (ii), (iii) or (iv)Â is met then the amount that a holder of one BEPC ClassÂ A Share would receive if each of the assets of the Company were sold for its fair market value on such date, the Company were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its shareholders in accordance with the terms of these Articles; (j) â€œBEPC Distributed Rightâ€ has the meaning as provided in clause (iv)Â of the definition of â€œConversion Factorâ€ below; (k) â€œBEP Distributed Rightâ€ has the meaning as provided in clauseÂ (iii) of the definition of â€œConversion Factorâ€ below; (l) â€œBEP Distribution Declaration Dateâ€ means the date on which the BEP GP declares any distribution on the BEP Units; (m) â€œBEP GPâ€ means the general partner of BEP from time to time; (n) â€œBEP Liquidation Eventâ€ has the meaning as provided in Â§26.23; (o) â€œBEP Unitâ€ means a limited partnership interest in BEP representing a fractional part of all the limited partnership interests in BEP, other than a preferred limited partnership interest, and which limited partnership interest is designated by BEP as an â€œEquity Unitâ€ (as defined in the Amended and Restated Limited Partnership Agreement of BEP dated as of NovemberÂ 20, 2011), and includes any limited partnership interest or other equity interest of BEP into which such BEP Unit is converted or for which such BEP Unit is exchanged; (p) â€œBEP Units Amountâ€ means, with respect to each Tendered Share, such number of BEP Units equal to the Conversion Factor in effect on the Valuation Date with respect to such Tendered Shares; (q) â€œBEP Unit Valueâ€ means, with respect to a BEP Unit on a particular date, the market price of a BEP Unit on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if the BEP Units are listed on a U.S. National Securities Exchange, the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange; (ii)Â if the BEP Units are not listed on a U.S. National Securities Exchange but are listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per BEP Unit (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; (iv)Â if the BEP Units are not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and the BEP Units are not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose or (v)Â if none of the conditions set forth in clausesÂ (i), (ii), (iii) or (iv)Â is met, then the amount that a holder of one BEP Unit would receive if each of the assets of BEP were sold for its fair market value on such date, BEP were to pay all of its outstanding liabilities and the remaining proceeds were to be distributed to its partners in accordance with the terms of its partnership agreement; Â - 2 - (r) â€œBNâ€ means Brookfield Corporation, a corporation existing under the Laws of the Province of Ontario, and is deemed to refer to all successors, including, without limitation, by operation of Law; (s) â€œBN Groupâ€ means Brookfield Corporation and its Subsidiaries; (t) â€œboard of directorsâ€, â€œdirectorsâ€ and â€œboardâ€ mean the directors or sole director of the Company as applicable; (u) â€œBusiness Dayâ€ means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America or Toronto, Ontario, Canada are authorized or required by Law to close; (v) â€œCash Amountâ€ means (a)Â with respect to each Tendered ClassÂ A.1 Share, an amount in cash equal to the product of (i)Â the applicable BEP Units Amount for such Tendered ClassÂ A.1 Share multiplied by (ii)Â the BEP Unit Value as of the applicable Valuation Date, (b)Â with respect to each Tendered ClassÂ B Share and Tendered ClassÂ C Share, an amount in cash equal to the BEP Unit Value for such Tendered ClassÂ B Share or Tendered ClassÂ C Share, as applicable, and (c)Â with respect to each Tendered ClassÂ A.2 Share, an amount in cash equal to the product of (i)Â the applicable BEP Units Amount for such Tendered ClassÂ A.2 Share multiplied by the BEP Unit Value as of the applicable Valuation Date or (ii)Â the applicable BEPC ClassÂ A Share Amount for such Tendered ClassÂ A.2 Share multiplied by the BEPC ClassÂ A Share Value as of the applicable Valuation Date, as applicable; (w) â€œClassÂ A Senior Preferred Shareâ€ means a class A senior preferred share of the Company; (x) â€œClassÂ A.1 Distributed Rightâ€ has the meaning as provided in clause (viii)Â of the definition of â€œConversion Factorâ€ below; (y) â€œClassÂ A.1 Exchange Considerationâ€ has the meaning as provided in Â§26.14; (z) â€œClassÂ A.1 Liquidation Amountâ€ has the meaning as provided in Â§26.23; (aa) â€œClassÂ A.1 Redemption Considerationâ€ has the meaning as provided in Â§26.21; (bb) â€œClassÂ A.1 Shareâ€ means a class A.1 exchangeable subordinate voting share of the Company; Â - 3 - (cc) â€œClassÂ A.1 Shareholderâ€ means a holder of ClassÂ A.1 Shares; (dd) â€œClassÂ A.2 Distributed Rightâ€ has the meaning as provided in clause (viii)Â of the definition of â€œConversion Factorâ€ below; (ee) â€œClassÂ A.2 Dividendâ€ has the meaning as provided in Â§27.2; (ff) â€œClassÂ A.2 Exchange Considerationâ€ has the meaning as provided in Â§27.13; (gg) â€œClassÂ A.2 Liquidation Amountâ€ has the meaning as provided in Â§27.26; (hh) â€œClassÂ A.2 Redemption Considerationâ€ has the meaning as provided in Â§27.22; (ii) â€œClassÂ A.2 Shareâ€ means a class A.2 exchangeable non-voting share of the Company; (jj) â€œClassÂ A.2 Share Considerationâ€ has the meaning as provided in Â§27.11; (kk) â€œClassÂ A.2 Shareholderâ€ means a holder of ClassÂ A.2 Shares; (ll) â€œClassÂ B Junior Preferred Shareâ€ means a class B junior preferred share of the Company; (mm) â€œClassÂ B Retraction Amountâ€ has the meaning as provided in Â§28.11; (nn) â€œClassÂ B Retraction Rightâ€ has the meaning as provided in Â§28.11; (oo) â€œClassÂ B Shareâ€ means a class B multiple voting share of the Company; (pp) â€œClassÂ B Shareholderâ€ means a holder of ClassÂ B Shares; (qq) â€œClassÂ C Retraction Amountâ€ has the meaning as provided in Â§29.8; (rr) â€œClassÂ C Retraction Rightâ€ has the meaning as provided in Â§29.8; (ss) â€œClassÂ C Shareâ€ means a class C non-voting share of the Company; (tt) â€œClassÂ C Shareholderâ€ means a holder of ClassÂ C Shares; (uu) â€œClose of Businessâ€ means 5:00 p.m., Eastern Time; (vv) â€œCompanyâ€ means Brookfield Renewable Holdings Corporation; (ww) â€œControlâ€ means the control by one Person of another Person in accordance with the following: a Person (â€œAâ€) controls another Person (â€œBâ€) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of the beneficial ownership of or control over a majority of the voting interests in B; and, for certainty and without limitation, if A owns or has control over shares or other securities to which are attached more than 50% of the votes permitted to be cast in the election of directors of the Governing Body of B or A is the general partner of B, a limited partnership, then in each case A controls B for this purpose; Â - 4 - (xx) â€œConversion Factorâ€ means 1.0; provided that in the event that: Â Â (i) BEP (a)Â declares or pays a distribution on its outstanding BEP Units wholly or partly in BEP Units; (b)Â splits or subdivides its outstanding BEP Units or (c)Â effects a reverse unit split or otherwise combines or reclassifies its outstanding BEP Units into a smaller number of BEP Units, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (assuming for such purpose that such distribution, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of BEP Units (determined without the above assumption) issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clauseÂ (i) shall become effective immediately after the Open of Business on the Record Date for such distribution, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such distribution of the type described in this clauseÂ (i) is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the BEP GP determines not to pay such distribution, to the Conversion Factor that would be in effect if such distribution had not been declared. Â Â (ii) BEPC (a)Â declares or pays a dividend on its outstanding BEPC ClassÂ A Shares wholly or partly in BEPC ClassÂ A Shares; (b)Â splits or subdivides its

outstanding BEPC ClassÂ A Shares or (c)Â effects a reverse share split or otherwise combines or reclassifies its outstanding BEPC ClassÂ A Shares into a smaller number of BEPC ClassÂ A Shares, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of BEPC ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (assuming for such purpose that such distribution, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of BEPC ClassÂ A Shares (determined without the above assumption) issued and outstanding as of the Close of Business on the Record Date for such distribution or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clause (ii)Â shall become effective immediately after the Open of Business on the Record Date for such dividend, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such distribution of the type described in this clause (ii)Â is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date BEPC determines not to pay such dividend, to the Conversion Factor that would be in effect if such dividend had not been declared. Â - 5 - Â (iii) BEP distributes any rights, options or warrants to all or substantially all holders of BEP Units to convert into, exchange for or subscribe for or to purchase or to otherwise acquire BEP Units (or other securities convertible into, exchangeable for or exercisable for BEP Units) (each a â€œBEP Distributed Rightâ€), then, as of the Record Date for the distribution of such BEP Distributed Rights or, if later, the time such BEP Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be the number of BEP Units issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such BEP Distributed Rights become exercisable) plus the maximum number of BEP Units deliverable or purchasable under such BEP Distributed Rights and (B)Â the denominator of which shall be (x)Â the number of BEP Units issued and outstanding as of the Close of Business on the Record Date plus (y)Â such number of BEP Units determined by dividing the minimum aggregate cash purchase price under such BEP Distributed Rights of the maximum number of BEP Units purchasable under such BEP Distributed Rights by the average of the BEP Unit Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such BEP Distributed Rights become exercisable); provided, however, that, if any such BEP Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the BEP Distributed Rights, to reflect a reduced maximum number of BEP Units or any change in the minimum aggregate purchase price for the purposes of the above fraction. Any adjustment under this clauseÂ (iii) will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date for such issuance (or, if later, the date such rights, options or warrants become exercisable). To the extent that the BEP Units are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be decreased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of BEP Units actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such BEP Distributed Rights, there shall be taken into account any consideration received by BEP for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the BEP GP. Â - 6 - Â (iv) BEPC distributes any rights, options or warrants to all or substantially all holders of BEPC ClassÂ A Shares to convert into, exchange for or subscribe for or to purchase or to otherwise acquire BEPC ClassÂ A Shares (or other securities convertible into, exchangeable for or exercisable for BEPC ClassÂ A Shares) (each a â€œBEPC Distributed Rightâ€), then, as of the Record Date for the distribution of such BEPC Distributed Rights or, if later, the time such BEPC Distributed Rights become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be the number of BEPC ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such BEPC Distributed Rights become exercisable) plus the maximum number of BEPC ClassÂ A Shares deliverable or purchasable under such BEPC Distributed Rights and (B)Â the denominator of which shall be (x)Â the number of BEPC ClassÂ A Shares issued and outstanding as of the Close of Business on the Record Date plus (y)Â such number of BEPC ClassÂ A Shares determined by dividing the minimum aggregate cash purchase price under such BEPC Distributed Rights of the maximum number of BEPC ClassÂ A Shares purchasable under such BEPC Distributed Rights by the average of the BEPC ClassÂ A Share Value for the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance (or, if later, the date such BEPC Distributed Rights become exercisable); provided, however, that, if any such BEPC Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the BEPC Distributed Rights, to reflect a reduced maximum number of BEPC ClassÂ A Shares or any change in the minimum aggregate purchase price for the purposes of the above fraction. Any adjustment under this clause (iv)Â will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date for such issuance (or, if later, the date such rights, options or warrants become exercisable). To the extent that the BEPC ClassÂ A Shares are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be decreased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of BEPC ClassÂ A Shares actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be decreased, effective as of the date BEPC determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such BEPC Distributed Rights, there shall be taken into account any consideration received by BEPC for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by BEPC. Â Â (v) (A)â€‚â€ƒBEP distributes to all or substantially all holders of BEP Units evidences of its indebtedness or assets (including securities, but excluding distributions paid exclusively in cash, distributions referred to in clausesÂ (i) or (iii)Â above or any Spin-off referred to in clauseÂ (v)(B) below) or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities (but excluding distributions referred to in clauseÂ (iii) above), the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such distribution by a fraction (a)Â the numerator of which shall be the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution and (b)Â the denominator of which shall be the average of the BEP Unit Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution less the fair market value on the Record Date for such distribution (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or warrants so distributed applicable to one BEP Unit. Â - 7 - Any adjustment under this clauseÂ (v)(A) will become effective immediately after the Open of Business on the Record Date for such distribution. If such distribution is not paid or made, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to pay or make such distribution, to be the Conversion Factor that would then be in effect if such distribution had not been declared. Notwithstanding the foregoing, if the fair market value (as determined by the BEP GP) of the portion of the evidences of indebtedness or assets, rights, options or

warrants distributable to one BEP Unit is equal to or greater than the average BEP Unit Value referenced above in this clauseÂ (v)(A), in lieu of the foregoing adjustment, each ClassÂ A.1 Shareholder and ClassÂ A.2 Shareholder shall receive from the Company, in respect of each ClassÂ A.1 Share or ClassÂ A.2 Share, as applicable, a distribution of cash payable out of the funds legally available therefor (at the same time as holders of the BEP Units), that in the determination of the Company, is comparable as a whole in all material respects with the amount of BEP indebtedness or assets or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities that such holder would have received if such holder owned a number of BEP Units equal to the Conversion Factor in effect immediately prior to the Record Date. Â Â (B) Where there has been a Spin-off, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such Spinoff by a fraction (a)Â the numerator of which shall be the average of the Last Reported Sale Prices of the share capital or similar equity interest applicable to one BEP Unit distributed to BEP Unit holders over the Valuation Period plus the average of the BEP Unit Value over the Valuation Period and (b)Â the denominator of which shall be the average of the BEP Unit Value over the Valuation Period; provided that, the Company may elect to pay cash in lieu of making an adjustment to the Conversion Factor provided by this clause (v)(B), in which case the Company shall be required to pay to the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders and the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders shall be entitled to receive, cash on the third (3rd) Business Day immediately following the last Trading Day of the Valuation Period in an amount in respect of each ClassÂ A.1 Share or ClassÂ A.2 Share held, as applicable, calculated by multiplying the BEP Unit Value on the Record Date of such Spin-off by the amount the Conversion Factor would have increased as a result of such Spin-off if no such cash payment was made. Â - 8 - Any adjustment under this clauseÂ (v)(B) will be made immediately after the Close of Business on the last Trading Day of the Valuation Period, but will be given effect as of the Open of Business on the Record Date for such Spin-off. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A.1 Shareholder or a ClassÂ A.2 Shareholder during the Valuation Period, references contained in the definition of Valuation Period to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for the purposes of the foregoing for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Record Date of such Spin-off and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. If any such Spin-off does not occur, the Conversion Factor shall be decreased, effective as of the date the BEP GP determines not to proceed with the Spin-off, to be the Conversion Factor that would then be in effect if such Spin-off had not been pursued. Â Â (vi) (A)â€ƒâ€‰â€‚BEPC distributes to all or substantially all holders of BEPC Units evidences of its indebtedness or assets (including securities, but excluding distributions paid exclusively in cash, distributions referred to in clausesÂ (ii) or (iv)Â above or any Spin-off referred to in clauseÂ (vi)(B) below) or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities (but excluding distributions referred to in clauseÂ (iv) above), the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such distribution by a fraction (a)Â the numerator of which shall be the average of the BEPC ClassÂ A Share Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution and (b)Â the denominator of which shall be the average of the BEPC ClassÂ A Share Value over the ten (10)Â consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the Ex-Dividend Date for such distribution less the fair market value on the Record Date for such distribution (as determined by BEPC) of the portion of the evidences of indebtedness or assets, rights, options or warrants so distributed applicable to one BEPC ClassÂ A Share. Any adjustment under this clauseÂ (vi)(A) will become effective immediately after the Open of Business on the Record Date for such distribution. If such distribution is not paid or made, the Conversion Factor shall be decreased, effective as of the date BEPC determines not to pay or make such distribution, to be the Conversion Factor that would then be in effect if such distribution had not been declared. Â - 9 - Notwithstanding the foregoing, if the fair market value (as determined by BEPC) of the portion of the evidences of indebtedness or assets, rights, options or warrants distributable to one BEPC ClassÂ A Share is equal to or greater than the average BEPC ClassÂ A Share Value referenced above in this clauseÂ (vi)(A), in lieu of the foregoing adjustment, each ClassÂ A.1 Shareholder and ClassÂ A.2 Shareholder shall receive from the Company, in respect of each ClassÂ A.1 Share or ClassÂ A.2 Share, as applicable, a distribution of cash payable out of the funds legally available therefor (at the same time as holders of the BEPC ClassÂ A Shares), that in the determination of the Company, is comparable as a whole in all material respects with the amount of BEPC indebtedness or assets or rights, options or warrants to convert into, exchange for or subscribe for or to purchase or to otherwise acquire such securities that such holder would have received if such holder owned a number of BEPC ClassÂ A Shares equal to the Conversion Factor in effect immediately prior to the Record Date. Â Â (B) Where there has been a Spin-off, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such Spinoff by a fraction (a)Â the numerator of which shall be the average of the Last Reported Sale Prices of the share capital or similar equity interest applicable to one BEPC ClassÂ A Share distributed to BEPC ClassÂ A Share holders over the Valuation Period plus the average of the BEPC ClassÂ A Share Value over the Valuation Period and (b)Â the denominator of which shall be the average of the BEPC ClassÂ A Share Value over the Valuation Period; provided that, the Company may elect to pay cash in lieu of making an adjustment to the Conversion Factor provided by this clause (vi)(B), in which case the Company shall be required to pay to the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders and the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders shall be entitled to receive, cash on the third (3rd) Business Day immediately following the last Trading Day of the Valuation Period in an amount in respect of each ClassÂ A.1 Share or ClassÂ A.2 Share held, as applicable, calculated by multiplying the BEPC ClassÂ A Share Value on the Record Date of such Spin-off by the amount the Conversion Factor would have increased as a result of such Spin-off if no such cash payment was made. Any adjustment under this clauseÂ (vi)(B) will be made immediately after the Close of Business on the last Trading Day of the Valuation Period, but will be given effect as of the Open of Business on the Record Date for such Spin-off. Notwithstanding the foregoing, in respect of any exchange by a ClassÂ A.1 Shareholder or a ClassÂ A.2 Shareholder during the Valuation Period, references contained in the definition of Valuation Period to â€œten (10)Â consecutive Trading Daysâ€ shall be deemed for the purposes of the foregoing for such holder to be replaced with such lesser number of Trading Days as have elapsed between the Record Date of such Spin-off and the Trading Day immediately preceding the Exchange Date in determining the Conversion Factor. If any such Spin-off does not occur, the Conversion Factor shall be decreased, effective as of the date BEPC determines not to proceed with the Spin-off, to be the Conversion Factor that would then be in effect if such Spin-off had not been pursued. Â - 10 - Â (vii) The Company (a)Â declares or pays a dividend on its outstanding ClassÂ A.1 Shares and ClassÂ A.2 Shares wholly or partly in ClassÂ A.1 Shares and ClassÂ A.2 Shares, as applicable; (b)Â splits or subdivides its outstanding ClassÂ A.1 Shares or ClassÂ A.2 Shares or (c)Â effects a reverse share split or otherwise combines or reclassifies its outstanding ClassÂ A.1 Shares or ClassÂ A.2 Shares into a smaller number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date for such event by a fraction, (x)Â the numerator of which shall be the number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable (determined without the assumption for such purpose that such dividend, split, subdivision, reverse split, combination or reclassification has occurred as of such time), and (y)Â the denominator of which shall be the actual number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable (assuming the above assumption has occurred) issued and outstanding as of the Close of Business on the Record Date for such dividend or the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. Any adjustment under this clauseÂ (vii) shall become effective immediately after the Open of Business on the Record Date for such dividend, or immediately after the Open of Business on the Effective Date for such split, subdivision, reverse split, combination or reclassification, as applicable. If such

dividend of the type described in this clauseÂ (vii) is declared but not so paid or made and will not be so paid or made, the Conversion Factor shall be immediately readjusted, effective as of the date the board of directors determines not to pay such dividend, to the Conversion Factor that would be in effect if such dividend had not been declared. Â Â (viii) The Company distributes any rights, options or warrants to all or substantially all holders of ClassÂ A.1 Shares or ClassÂ A.2 Shares to convert into, exchange for or subscribe for or to purchase or to otherwise acquire ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable (or other securities convertible into, exchangeable for or exercisable for ClassÂ A.1 Shares or ClassÂ A.2 Shares) (each a â€œClassÂ A.1 Distributed Rightâ€ or â€œClassÂ A.2 Distributed Rightâ€, as applicable), then, as of the Record Date for the distribution of such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, or, if later, the time such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, become exercisable, the Conversion Factor shall be adjusted to equal the amount determined by multiplying the Conversion Factor in effect immediately prior to the Open of Business on the Record Date by a fraction (A)Â the numerator of which shall be (x)Â the number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, become exercisable) plus (y)Â such number of ClassÂ A.1 Shares or ClassÂ A.2 Shares determined by dividing the minimum aggregate cash purchase price under such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, of the maximum number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, purchasable under such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, by the fair market value of such ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, and (B)Â the denominator of which shall be the number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, issued and outstanding as of the Close of Business on the Record Date (or, if later, the date such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable become exercisable) plus the maximum number of ClassÂ A.1 Shares or ClassÂ A.2 Shares purchasable under such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable; provided, however, that, if any such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights expire or become no longer exercisable, then the Conversion Factor shall be adjusted, effective retroactive to the Record Date of the ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, to reflect a reduced maximum number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, or any change in the minimum aggregate purchase price for the purposes of the above fraction. Â - 11 - Any adjustment under this clauseÂ (viii) will be made successively whenever such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Record Date (or, if later, the date such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, as applicable, become exercisable) for such issuance. To the extent that the ClassÂ A.1 Shares or ClassÂ A.2 Shares are not delivered and will not be delivered after the exercise of such rights, options or warrants, the Conversion Factor shall be increased to the Conversion Factor that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of ClassÂ A.1 Shares or ClassÂ A.2 Shares actually delivered. If such rights, options or warrants are not so issued, the Conversion Factor shall be increased, effective as of the date the board of directors determines not to issue such rights, options or warrants, to the Conversion Factor that would then be in effect if such Record Date for such issuance had not occurred. In determining the minimum aggregate purchase price under such ClassÂ A.1 Distributed Rights or ClassÂ A.2 Distributed Rights, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the board of directors. Any adjustment to the Conversion Factor shall be calculated up to four (4)Â decimal places. Notwithstanding the foregoing, the Conversion Factor shall not be adjusted in connection with (a)Â an event described in clausesÂ (i) through (iv)Â above if, in connection with such event, the Company makes a distribution of cash, ClassÂ A.1 Shares, ClassÂ A.2 Shares, BEPC ClassÂ A Shares, BEP Units and/or rights, options or warrants to acquire ClassÂ A.1 Shares, ClassÂ A.2 Shares, BEPC ClassÂ A Shares and/or BEP Units with respect to all applicable ClassÂ A.1 Shares and ClassÂ A.2 Shares, splits or otherwise subdivides the ClassÂ A.1 Shares or ClassÂ A.2 Shares, that, in the determination of the Company, is comparable as a whole in all material respects to such event, (b)Â an event described in clause (v)Â or (vi) above (other than clause (v)(B) and clause (vi)(B) above), if in connection with such event, the Company distributes to all or substantially all holders of ClassÂ A.2 Shares evidences of its indebtedness or assets or effects a reverse split of, or otherwise combines, the ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects (c)Â a Spin-off as described in clauseÂ (v)(B) or (vi)(B) above in connection with such event, the Company makes a distribution to the holders of the ClassÂ A.2 Shares of the share capital or similar equity interests distributed to BEP Unit or BEPC ClassÂ A Share holders in the Spin-off in an amount and on terms that are comparable in all material respects to such Spin-off, or (d)Â an event described in clausesÂ (vii) through (viii)Â above if, in connection with such event, BEP and BEPC, respectively, make a distribution of cash, BEPC ClassÂ A Shares and BEP Units and/or rights, options or warrants to acquire BEPC ClassÂ A Shares and/or BEP Units with respect to all BEPC ClassÂ A Shares and BEP Units, splits or subdivides the BEPC ClassÂ A Shares and the BEP Units or effects a reverse split of, or otherwise combines or makes an offer for, the BEPC ClassÂ A Shares and the BEP Units, as applicable, that, in the determination of the Company, is comparable as a whole in all material respects with such event. Â - 12 - For greater certainty, if an event described in clauses (i)Â and (ii) or (iii)Â and (iv) takes place concurrently at BEP and BEPC, such event shall be considered one event, and the Conversion Factor shall only be adjusted once; (yy) â€œConversion Noticeâ€ has the meaning as provided in Â§27.29; (zz) â€œEffective Dateâ€ means, with respect to an event described in clause (i)Â and (ii) of the definition of â€œConversion Factorâ€ above, the first date on which the BEP Units trade on the applicable exchange or in the applicable market, in a regular way, reflecting the relevant unit split, subdivision, reserve split, combination or reclassification, as applicable, and with respect to (vii)Â of the definition of â€œConversion Factorâ€ above, the date on which such share split, subdivision, reserve split, combination or reclassification, as applicable, is implemented by the Company; (aaa) â€œEquivalent Dividendâ€ has the meaning as provided in Â§26.2; (bbb) â€œExchange Actâ€ means the U.S. Securities Exchange Act of 1934, as amended; (ccc) â€œExchange Dateâ€ means the date upon which a Tendering ClassÂ A.1 Shareholderâ€™s Exchange Right or Tendering ClassÂ A.2 Shareholderâ€™s Exchange Right, as applicable, has been satisfied by the delivery of the ClassÂ A.1 Exchange Consideration or ClassÂ A.2 Exchange Consideration to such Tendering ClassÂ A.1 Shareholder or Tendering ClassÂ A.2 Shareholder, as applicable, with respect to its Tendered ClassÂ A.1 Shares or Tendered ClassÂ A.2 Shares; (ddd) â€œExchange-Redemption Call Rightâ€ has the meaning as provided in Â§27.24; (eee) â€œExchange Rightâ€ means the right of each ClassÂ A.1 Shareholder or ClassÂ A.2 Shareholder, as applicable, to require the Company to redeem all or such portion of the ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable, held in the name of such ClassÂ A.1 Shareholder or ClassÂ A.2 Shareholder; (fff) â€œEx-Dividend Dateâ€ means, in respect of a dividend or distribution on the applicable securities, (a)Â in the case of securities that trade on a stock exchange, (i)Â the date on which such securities are traded without an entitlement to such dividend or distribution or (ii)Â where such securities trade on a due bill basis, the date on which such dividend or distribution is paid and (b)Â in the case of unlisted securities, the date after the record date for such dividend or distribution; Â - 13 - (ggg) â€œGoverning Bodyâ€ means (i)Â with respect to a corporation or limited company, the board of directors of such corporation or limited company, (ii)Â with respect to a limited liability company, the manager(s), director(s) or managing partner(s) of such limited liability company, (iii)Â with respect to a partnership, the board, committee or other body of each general partner or managing partner of such partnership, respectively, that serves a similar function (or if any such general partner is itself a partnership, the board, committee or other body of such general or managing partnerâ€™s general or managing partner that serves a similar function), and (iv)Â with respect to any other Person, the body of such Person that serves a similar function, and in the case of each of (i)Â through (iv) includes any committee or other subdivision of such body and any Person to whom such body has delegated any power or authority, including any officer or managing director; (hhh) â€œInterpretation Actâ€ means the Interpretation Act (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; (iii) â€œLast Reported Sale Priceâ€ means with

respect to a security on a particular date, the market price of such security on such date or, if such date is not a Trading Day, the most recent Trading Day. The market price for each such Trading Day shall be: (i)Â if such security is listed on a U.S. National Securities Exchange, the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for such U.S. National Securities Exchange (or, if listed on more than one U.S. National Securities Exchange, the U.S. National Securities Exchange with the greatest volume of trading by dollar value over the 12-month period preceding the date of the calculation); (ii) if such security is not listed on a U.S. National Securities Exchange but is listed on the TSX, the U.S. dollar equivalent (calculated using the rate published by the Bank of Canada as of 4:30 p.m., Eastern Time, on such date) of the closing price per security (or, if no closing price is reported, the average of the last quoted bid and ask prices or, if more than one in either case, the average of the average bid and average ask prices) on such day for the TSX; (iii)Â if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX, the last quoted bid price on such day in the over-the-counter market on such day as reported by OTC Markets Group Inc. or a similar organization; or (iv)Â if such security is not listed or admitted to trading on any U.S. National Securities Exchange or the TSX and such security is not quoted in the over-the-counter market, the average of the mid-point of the last quoted bid and ask prices on such day from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose; (jjj) â€œLawsâ€ means all federal, provincial, state, municipal, regional and local laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes, policies or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any governmental entity, and the term â€œapplicableâ€ with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are binding upon or applicable to such Person or its assets; (kkk) â€œlegal personal representativeâ€ means the personal or other legal representative of the shareholder; Â - 14 - (lll) â€œLiquidation Call Considerationâ€ has the meaning as provided in Â§26.26; (mmm) â€œLiquidation Call Rightâ€ has the meaning as provided in Â§26.26; (nnn) â€œLiquidation Dateâ€ has the meaning as provided in Â§26.23; (ooo) â€œLiquidation Eventâ€ has the meaning as provided in Â§26.23; (ppp) â€œLiquidation Reference Dateâ€ has the meaning as provided in Â§26.23; (qqq) â€œNotice of ClassÂ A.1 Redemptionâ€ means a Notice of Redemption substantially in the form set forth on Exhibit B hereto; (rrr) â€œNotice of ClassÂ A.2 Redemptionâ€ means a Notice of Redemption substantially in the form set forth on Exhibit C hereto; (sss) â€œNotice of ClassÂ B Retractionâ€ means a Notice of Retraction substantially in the form set forth on Exhibit D hereto; (ttt) â€œNotice of ClassÂ C Retractionâ€ means a Notice of Retraction substantially in the form set forth on Exhibit E hereto; (uuu) â€œNotice of Exchangeâ€ means a Notice of Exchange substantially in the form set forth on Exhibit A hereto (or notice of the exercise of Exchange Rights in such other form as may be acceptable to the Company); (vvv) â€œOpen of Businessâ€ means 9:00 a.m., Eastern Time; (www) â€œOwnership Capâ€ has the meaning set forth in Â§27.14; (xxx) â€œPersonâ€ means any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, governmental entity or other entity however designated or constituted and pronouns have a similarly extended meaning; (yyy) â€œPreferred Sharesâ€ means the ClassÂ A Senior Preferred Shares and the ClassÂ B Junior Preferred Shares; (zzz) â€œRecord Dateâ€ means with respect to any dividend, distribution or other transaction or event in which the holders of BEP Units, BEPC ClassÂ A Shares, ClassÂ A.1 Shares and/or ClassÂ A.2 Shares have the right to receive any cash, securities, assets or other property or in which BEP Units, BEPC ClassÂ A Shares, ClassÂ A.1 Shares and/or ClassÂ A.2 Shares are exchanged for or converted into any combination of securities, cash, assets or other property, the date fixed for determination of holders of BEP Units, BEPC ClassÂ A Shares, ClassÂ A.1 Shares and/or ClassÂ A.2 Shares entitled to receive such cash, securities, assets or other property (whether such date is fixed by the board of directors or the BEP GP, as applicable, or a duly authorized committee thereof, or as determined pursuant to any statute, constating document, contract or otherwise); Â - 15 - (aaaa) â€œregistered addressâ€ of a shareholder means the shareholderâ€™s address as recorded in the central securities register; (bbbb) â€œshareâ€ means a share in the share structure of the Company; (cccc) â€œspecial majorityâ€ means the number of votes described in Â§11.2 which is required to pass a special resolution; (dddd) â€œSpecified ClassÂ A.1 Redemption Dateâ€ means, with respect to the Notice of ClassÂ A.1 Redemption, the sixtieth (60th) day following delivery of such Notice of ClassÂ A.1 Redemption to the ClassÂ A.1 Shareholder or such later day specified in such Notice of ClassÂ A.1 Redemption; (eeee) â€œSpecified ClassÂ A.2 Redemption Dateâ€ means, with respect to the Notice of ClassÂ A.2 Redemption, the sixtieth (60th) day following delivery of such Notice of ClassÂ A.2 Redemption to the ClassÂ A.2 Shareholder or such later day specified in such Notice of ClassÂ A.2 Redemption; (ffff) â€œSpecified ClassÂ B Retraction Dateâ€ means, with respect to each Notice of ClassÂ B Retraction, the thirtieth (30th) day following receipt of such Notice of ClassÂ B Retraction by the Company; (gggg) â€œSpecified ClassÂ C Retraction Dateâ€ means, with respect to each Notice of ClassÂ C Retraction, the thirtieth (30th) day following receipt of such Notice of ClassÂ C Retraction by the Company; (hhhh) â€œSpecified Exchange Dateâ€ means, with respect to each Notice of Exchange for which an Exchange Date has not occurred prior thereto, the tenth (10th) Business Day following the receipt of such Notice of Exchange by the Transfer Agent; (iiii) â€œSpin-offâ€ means a payment by BEP of a distribution of shares of any class or series, or similar equity interest, of or relating to a subsidiary or business unit of BEP, that are, or, when issued, will be, listed or admitted for trading on a U.S. National Securities Exchange or the TSX; (jjjj) â€œSubsidiariesâ€ has the meaning given to such term in the Act; (kkkk) â€œTendered ClassÂ A.1 Sharesâ€ has the meaning as provided in Â§26.12; (llll) â€œTendered ClassÂ A.2 Sharesâ€ has the meaning as provided in Â§27.11; (mmmm) â€œTendered ClassÂ B Sharesâ€ has the meaning as provided in Â§28.11; (nnnn) â€œTendered ClassÂ C Sharesâ€ has the meaning as provided in Â§28.8; (oooo) â€œTendered Sharesâ€ means the Tendered ClassÂ A.1 Shares, Tendered ClassÂ A.2 Shares, Tendered ClassÂ B Shares or Tendered ClassÂ C Shares, as applicable; (pppp) â€œTendering ClassÂ A.1 Shareholderâ€ has the meaning as provided in Â§26.12; (qqqq) â€œTendering ClassÂ A.2 Shareholderâ€ has the meaning as provided in Â§27.11; (rrrr) â€œTendering ClassÂ B Shareholderâ€ has the meaning as provided in Â§28.11; (ssss) â€œTendering ClassÂ C Shareholderâ€ has the meaning as provided in Â§29.8; Â - 16 - (tttt) â€œTrading Dayâ€ means a day on which (a)Â trading in the applicable securities generally occurs on a U.S. National Securities Exchange or, if the applicable securities are not then listed on a U.S. National Securities Exchange, on the TSX or such other market on which the applicable securities are then traded and (b)Â a Last Reported Sale Price for the applicable securities is available on such securities exchange or market. If the applicable securities are not so listed, or in the case of unlisted securities, so traded, â€œTrading Dayâ€ means a â€œBusiness Dayâ€; (uuuu) â€œTransferâ€ means any sale, assignment, surrender, gift or transfer of ownership of, the granting or foreclosure of a pledge, mortgage, charge, security interest, hypothecation or other encumbrance, whether voluntary, involuntary, by operation of law or otherwise, or the entry into of any contract, option or other arrangement or understanding with respect to the foregoing; (vvvv) â€œTransfer Agentâ€ means the Company or any transfer agent that may be appointed from time to time; (wwww) â€œTSXâ€ means Toronto Stock Exchange; (xxxx) â€œUnpaid ClassÂ A.1 Dividendsâ€ has the meaning as provided in Â§26.4; (yyyy) â€œUnpaid ClassÂ A.2 Dividendsâ€ has the meaning as provided in Â§27.3; (zzzz) â€œU.S. National Securities Exchangeâ€ means an exchange registered with the U.S. Securities and Exchange Commission under SectionÂ 6(a) of the Exchange Act on which the applicable securities are listed, or if the applicable securities are not listed on an exchange so registered with the U.S. Securities and Exchange Commission, any other U.S. exchange, whether or not so registered, on which the applicable securities are listed; (aaaaa) â€œValuation Dateâ€ means (i)Â the date of receipt by the Transfer Agent of a Notice of Exchange, or by the Company of a Notice of ClassÂ B Retraction or Notice of ClassÂ C Retraction, as applicable, or, if such date is not a Trading Day, the first (1st) Trading Day thereafter; or (ii)Â the day immediately preceding the date the Company issues a Notice of ClassÂ A.1 Redemption or a Notice of ClassÂ A.2 Redemption, or, if such day is not a Business Day, the Trading Day immediately preceding such day; and (bbbbb) â€œValuation Periodâ€ means, with respect to any Spin-off, the ten (10)Â consecutive Trading Day period

commencing on, and including, the Ex-Dividend Date of the Spin-off. Act and Interpretation Act Definitions Applicable 1.2 The definitions in the Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and except as the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the Act and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the Act will prevail. If there is a conflict or inconsistency between these Articles and the Act, the Act will prevail. Actions on Non-Business Days 1.3 Whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day. Â - 17 - Currency 1.4 Except where otherwise expressly provided herein, all amounts are stated in U.S. currency. PARTÂ 2 SHARES AND SHARE CERTIFICATES Authorized Share Structure 2.1 The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company. Form of Share Certificate 2.2 Each share certificate issued by the Company must comply with, and be signed as required by, the Act. Shareholder Entitled to Certificate, Acknowledgment or Written Notice 2.3 Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a)Â one share certificate representing the shares of each class or series of shares registered in the shareholderâ€™s name or (b)Â a nontransferable written acknowledgment of the shareholderâ€™s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholdersâ€™ duly authorized agents will be sufficient delivery to all. If a shareholder is the registered owner of uncertificated shares, the Company must send to a holder of an uncertificated share a written notice containing the information required by the Act within a reasonable time after the issue or transfer of such share. Delivery by Mail 2.4 Any share certificate or non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate may be sent to the shareholder by mail at the shareholderâ€™s registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen. Replacement of Worn Out or Defaced Certificate or Acknowledgement 2.5 If a share certificate or a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate is worn out or defaced, the Company must, on production of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as are deemed fit: Â Â (a) cancel the share certificate or acknowledgment; and Â Â (b) issue a replacement share certificate or acknowledgment. Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 2.6 If a share certificate or a non-transferable written acknowledgment of a shareholderâ€™s right to obtain a share certificate is lost, stolen or destroyed, the Company must issue a replacement share certificate or acknowledgment, as the case may be, to the person entitled to that share certificate or acknowledgment, if it receives: Â Â (a) proof satisfactory to it of the loss, theft or destruction; and Â Â (b) any indemnity the directors consider adequate. Â - 18 - Splitting Share Certificates 2.7 If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholderâ€™s name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request. Certificate Fee 2.8 There must be paid to the Company, in relation to the issue of any share certificate under Â§2.5, Â§2.6 or Â§2.7, the amount, if any, not exceeding the amount prescribed under the Act, determined by the directors. Recognition of Trusts 2.9 Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder. PARTÂ 3 ISSUE OF SHARES Directors Authorized 3.1 Subject to the Act and the rights, if any, of the holders of issued shares of the Company, the Company may allot, issue, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the consideration (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share. Commissions and Discounts 3.2 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that personâ€™s purchase or agreement to purchase shares of the Company from the Company or any other personâ€™s procurement or agreement to procure purchasers for shares of the Company. Brokerage 3.3 The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities. Â - 19 - Conditions of Issue 3.4 Except as provided for by the Act, no share may be issued until it is fully paid. A share is fully paid when: (a) consideration is provided to the Company for the issue of the share by one or more of the following: Â Â (i) past services performed for the Company; Â Â (ii) property; Â Â (iii) money; and (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Â§3.1. Share Purchase Warrants and Rights 3.5 Subject to the Act and the rights if any, of the holders of issued shares of the Company, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time. PARTÂ 4 SHARE REGISTERS Central Securities Register 4.1 As required by and subject to the Act, the Company must maintain a central securities register and may appoint an agent to maintain such register. The directors may appoint one or more agents, including the agent appointed to keep the central securities register, as transfer agent for shares or any class or series of shares and the same or another agent as registrar for shares or such class or series of shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place. If the directors designate a location outside British Columbia as the location at which the company maintains its central securities register, the central securities register must be available for inspection and copying in accordance with the Act at a location inside British Columbia by means of a computer terminal or other electronic technology. PARTÂ 5 SHARE TRANSFERS Registering Transfers 5.1 A transfer of a share must not be registered unless the Company or the transfer agent or registrar for the class or series of shares to be transferred has received: (a) except as exempted by the Act, a duly signed proper instrument of transfer in respect of the share; Â - 20 - (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate; (c) if a non-transferable written acknowledgment of the shareholderâ€™s right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and (d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferorâ€™s right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered. Form of Instrument of Transfer 5.2 The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Companyâ€™s share certificates of that class or series or in some other form that may be approved by the directors. Transferor Remains Shareholder 5.3 Except to the extent that the Act otherwise provides, the transferor of a share is deemed to remain the holder of it until the name of the transferee is entered in a securities register of the Company in respect of the transfer. Signing of Instrument of Transfer 5.4 If a shareholder, or the shareholderâ€™s duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer: (a) in the name of the person named as transferee in that instrument of transfer; or (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered. Enquiry as to

Title Not Required 5.5 Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares transferred, of any interest in such shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares. Â - 21 - Transfer Fee 5.6 There must be paid to the Company, in relation to the registration of a transfer, the amount, if any, determined by the directors. PARTÂ 6 TRANSMISSION OF SHARES Legal Personal Representative Recognized on Death 6.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholderâ€™s name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholderâ€™s interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act. Rights of Legal Personal Representative 6.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Act and the directors have been deposited with the Company. This Â§6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the name of the shareholder and the name of another person in joint tenancy. PARTÂ 7 PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES Company Authorized to Purchase, Redeem or Otherwise Acquire Shares 7.1 Subject to the special rights or restrictions attached to the shares of any class or series and the Act, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors. Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares 7.2 If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift, cancel or otherwise dispose of the share, but, while such share is held by the Company, it: (a) is not entitled to vote the share at a meeting of its shareholders; (b) must not pay a dividend in respect of the share; and (c) must not make any other distribution in respect of the share. Company Entitled to Purchase, Redeem or Otherwise Acquire Share Fractions 7.3 The Company may, without prior notice to the holders, purchase, redeem or otherwise acquire for fair value any and all outstanding share fractions of any class or kind of shares in its authorized share structure as may exist at any time and from time to time. Upon the Company delivering the purchase funds and confirmation of purchase or redemption of the share fractions to the holdersâ€™ registered or last known address, or if the Company has a transfer agent then to such agent for the benefit of and forwarding to such holders, the Company shall thereupon amend its central securities register to reflect the purchase or redemption of such share fractions and if the Company has a transfer agent, shall direct the transfer agent to amend the central securities register accordingly. Â - 22 - PARTÂ 8 BORROWING POWERS 8.1 The Company, if authorized by the directors, may: (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate; (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate; (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company. PARTÂ 9 ALTERATIONS Alteration of Authorized Share Structure 9.1 Subject to Â§9.2 and the Act, the Company may by ordinary resolution (or a resolution of the directors in the case of Â§9.1(c) or Â§9.1(f)): (a) create one or more classes of shares or, if none of the shares of a class of shares are allotted or issued, eliminate that class of shares; (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class of shares or establish a maximum number of shares that the Company is authorized to issue out of any class of shares for which no maximum is established; (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares; (d) if the Company is authorized to issue shares of a class of shares with par value: (i) decrease the par value of those shares; or (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares; (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; (f) alter the identifying name of any of its shares; or Â - 23 - (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act where it does not specify by a special resolution; and, if applicable, alter its Notice of Articles and Articles accordingly. Special Rights or Restrictions 9.2 Subject to the Act and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by ordinary resolution: (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class of shares, whether or not any or all of those shares have been issued; or (b) vary or delete any special rights or restrictions attached to the shares of any class of shares, whether or not any or all of those shares have been issued, and alter its Notice of Articles and Articles accordingly. Change of Name 9.3 The Company may by directors resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name. Other Alterations 9.4 If the Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles. PARTÂ 10 MEETINGS OF SHAREHOLDERS Annual General Meetings 10.1 Unless an annual general meeting is deferred or waived in accordance with the Act, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors. Resolution Instead of Annual General Meeting 10.2 If all the shareholders who are entitled to vote at an annual general meeting consent in writing by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Â§10.2, select as the Companyâ€™s annual reference date a date that would be appropriate for the holding of the applicable annual general meeting. A unanimous resolution passed in writing under this Â§10.2 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a unanimous resolution, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A unanimous resolution in writing may be in two or more counterparts which together are deemed to constitute one unanimous resolution in writing. Â - 24 - Calling of Meetings of Shareholders 10.3 The directors may, at any time, call a meeting of shareholders. Notice for Meetings of Shareholders 10.4 The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as a special resolution and any notice to consider approving a continuation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting: (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. Record Date for Notice 10.5 The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. The record date must not precede the date on which the meeting is held by fewer than: (a) if the Company is a public company, 21 days; (b) otherwise, 10 days. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Record Date for Voting 10.6 The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months

or, in the case of a general meeting requisitioned by shareholders under the Act, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting. Failure to Give Notice and Waiver of Notice 10.7 The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Â - 25 - Notice of Special Business at Meetings of Shareholders 10.8 If a meeting of shareholders is to consider special business within the meaning of Â§11.1, the notice of meeting must: (a) state the general nature of the special business; and (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders: (i) at the Companyâ€™s records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting. Place of Meetings 10.9 In addition to any location in British Columbia, any general meeting may be held in any location outside British Columbia approved by a resolution of the directors, or if so approved by a resolution of the directors, any general meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. PARTÂ 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS Special Business 11.1 At a meeting of shareholders, the following business is special business: (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting; (b) at an annual general meeting, all business is special business except for the following: (i) business relating to the conduct of or voting at the meeting; (ii) consideration of any financial statements of the Company presented to the meeting; (iii) consideration of any reports of the directors or auditor; (iv) the setting or changing of the number of directors; Â - 26 - (v) the election or appointment of directors; (vi) the appointment of an auditor; (vii) the setting of the remuneration of an auditor; (viii) business arising out of a report of the directors not requiring the passing of a special resolution; (ix) any other business which, under these Articles or the Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders. Special Resolutions 11.2 The number of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution. Ordinary Resolutions 11.3 The number of votes required for the Company to pass an ordinary resolution at a general meeting of shareholders is a majority of the votes cast on the resolution. Quorum 11.4 Subject to the special rights or restrictions attached to the shares of any class or series of shares, and to Â§11.6, the quorum for the transaction of business at a meeting of shareholders is at least two shareholders who, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares entitled to be voted at the meeting. 11.5 Where a separate vote by a class or series or classes or series is required, the quorum for that matter is at least two shareholders who, whether present in person or represented by proxy, in the aggregate, hold at least 25% of the votes attached to the shares of such class or series or classes or series entitled to vote on that matter. One Shareholder May Constitute Quorum 11.6 If there is only one shareholder entitled to vote at a meeting of shareholders: (a) the quorum is one person who is, or who represents by proxy, that shareholder, and (b) that shareholder, present in person or by proxy, may constitute the meeting. Persons Entitled to Attend Meeting 11.7 In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the Act or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting. Â - 27 - Requirement of Quorum 11.8 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting. Lack of Quorum 11.9 If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present: (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place specified in the notice calling the meeting unless otherwise determined by an ordinary resolutions of those shareholders present and for which notification is provided to all shareholders entitled to attend such meeting. Lack of Quorum at Succeeding Meeting 11.10 If, at the meeting to which the meeting referred to in Â§11.9(b) was adjourned, a quorum is not present within one-half hour 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 be deemed to constitute a quorum. Chair 11.11 The following individual is entitled to preside as chair at a meeting of shareholders: (a) the chair of the board, if any; or (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any. Selection of Alternate Chair 11.12 If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present may choose either one of their number or the lawyer of the Company to be chair of the meeting. If all of the directors present decline to take the chair or fail to so choose or if no director is present or the lawyer of the Company declines to take the chair, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting. Â - 28 - Adjournments 11.13 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice of Adjourned Meeting 11.14 It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. Decisions by Show of Hands or Poll 11.15 Subject to the Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy. Declaration of Result 11.16 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Â§11.15, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution. Motion Need Not be Seconded 11.17 No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion. Casting Vote 11.18 In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder. Manner of Taking Poll 11.19 Subject to Â§11.20, if a poll is duly demanded at a meeting of shareholders: (a) the poll must be taken: (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and (ii) in the manner, at the time and at the place that the chair of the meeting directs; Â - 29 - (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and (c) the demand for the poll may be withdrawn by the person who demanded it. Demand for Poll on Adjournment 11.20 A poll demanded at a meeting of shareholders

on a question of adjournment must be taken immediately at the meeting. Chair Must Resolve Dispute 11.21 In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and the determination of the chair made in good faith is final and conclusive. Casting of Votes 11.22 On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way. No Demand for Poll on Election of Chair 11.23 No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected. Demand for Poll Not to Prevent Continuance of Meeting 11.24 The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded. Retention of Ballots and Proxies 11.25 The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies. PARTÂ 12 VOTES OF SHAREHOLDERS Number of Votes by Shareholder or by Shares 12.1 Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Â§12.3: (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and Â - 30 - (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy. Votes of Persons in Representative Capacity 12.2 A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting. Votes by Joint Holders 12.3 If there are joint shareholders registered in respect of any share: (a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or (b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted. Legal Personal Representatives as Joint Shareholders 12.4 Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Â§12.3, deemed to be joint shareholders registered in respect of that share. Representative of a Corporate Shareholder 12.5 If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and: (a) for that purpose, the instrument appointing a representative must be received: (i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice for the receipt of proxies, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting; (b) if a representative is appointed under this Â§12.5: (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and Â - 31 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting. Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages. Proxy Provisions Do Not Apply to All Companies 12.6 If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, then Â§12.7 to Â§12.15 are not mandatory, however the directors of the Company are authorized to apply all or part of such sections or to adopt alternative procedures for proxy form, deposit and revocation procedures to the extent that the directors deem necessary in order to comply with securities laws applicable to the Company. Appointment of Proxy Holders 12.7 Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. Alternate Proxy Holders 12.8 A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder. Proxy Holder Need Not Be Shareholder 12.9 A proxy holder need not be a shareholder of the Company. Deposit of Proxy 12.10 A proxy for a meeting of shareholders must: (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of Business Days specified in the notice, or if no number of days is specified, two Business Days before the day set for the holding of the meeting or any adjourned meeting; or (b) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting. A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting. Â - 32 - Validity of Proxy Vote 12.11 A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received: (a) at the registered office of the Company, at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or (b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Form of Proxy 12.12 A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting: [name of company] (the â€œCompanyâ€) The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting. Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned): _____ Â Â Signed [month, day, year] â€ƒ Â [Signature of shareholder] â€ƒ Â [Name of shareholder - printed] Revocation of Proxy 12.13 Subject to Â§12.14, every proxy may be revoked by an instrument in writing that is received: (a) at the registered office of the Company at any time up to and including the last Business Day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or Â - 33 - (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken. Revocation of Proxy Must Be Signed 12.14 An instrument referred to in Â§12.13 must be signed as follows: (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the shareholderâ€™s legal personal representative or trustee in bankruptcy; (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Â§12.5. Production of Evidence of Authority to Vote 12.15 The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote. PARTÂ 13 DIRECTORS First Directors; Number of Directors 13.1 The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the Act. The number of directors, excluding additional directors appointed under Â§14.8, is set at: (a) subject to Â§(b)Â and Â§(c), the number of directors that is equal to the number of the Companyâ€™s first directors; (b) if the Company is a public company, the greater of three and the most recently set of: (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4; (c) if the

Company is not a public company, the most recently set of: (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and (ii) the number of directors in office pursuant to Â§14.4. Change in Number of Directors 13.2 If the number of directors is set under Â§13.1(b)(i) or Â§13.1(c)(i), subject to any restrictions in the Act and to Â§14.8, the board of directors may appoint the directors needed to fill any vacancies in the board of directors up to that number. Â - 34 - Directorsâ€™ Acts Valid Despite Vacancy 13.3 An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office. Qualifications of Directors 13.4 A director is not required to hold a share in the share structure of the Company as qualification for his or her office but must be qualified as required by the Act to become, act or continue to act as a director. Remuneration of Directors 13.5 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. Reimbursement of Expenses of Directors 13.6 The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company. Special Remuneration for Directors 13.7 If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, he or she may be paid remuneration fixed by the directors, or at the option of the directors, fixed by ordinary resolution, and such remuneration will be in addition to any other remuneration that he or she may be entitled to receive. Gratuity, Pension or Allowance on Retirement of Director 13.8 Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance. PARTÂ 14 ELECTION AND REMOVAL OF DIRECTORS Election at Annual General Meeting 14.1 At every annual general meeting and in every unanimous resolution contemplated by Â§10.2: (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and (b) all the directors cease to hold office immediately before the election or appointment of directors under Â§(a), but are eligible for re-election or re-appointment. Â - 35 - Consent to be a Director 14.2 No election, appointment or designation of an individual as a director is valid unless: (a) that individual consents to be a director in the manner provided for in the Act; (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or (c) with respect to first directors, the designation is otherwise valid under the Act. Failure to Elect or Appoint Directors 14.3 If: (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Â§10.2, on or before the date by which the annual general meeting is required to be held under the Act; or (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Â§10.2, to elect or appoint any directors; then each director then in office continues to hold office until the earlier of: (c) when his or her successor is elected or appointed; and (d) when he or she otherwise ceases to hold office under the Act or these Articles. Places of Retiring Directors Not Filled 14.4 If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles but their term of office shall expire no later than the date on which new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office. Directors May Fill Casual Vacancies 14.5 Any casual vacancy occurring in the board of directors may be filled by the directors. Remaining Directors Power to Act 14.6 The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Act, for any other purpose. Â - 36 - Shareholders May Fill Vacancies 14.7 If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors. Additional Directors 14.8 Notwithstanding Â§13.1, Â§13.2, and Â§14.1, between annual general meetings or by unanimous resolutions contemplated by Â§10.2, the directors may appoint one or more additional directors but the number of additional directors appointed under this Â§14.8 must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this Â§14.8. Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Â§14.1(a), but is eligible for re-election or reappointment. Ceasing to be a Director 14.9 A director ceases to be a director when: (a) the term of office of the director expires; (b) the director dies; (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or (d) the director is removed from office pursuant to Â§14.10 or Â§14.11. Removal of Director by Shareholders 14.10 The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy. Removal of Director by Directors 14.11 The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy. PARTÂ 15 POWERS AND DUTIES OF DIRECTORS Powers of Management 15.1 The directors must, subject to the Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the shareholders of the Company. Â - 37 - Appointment of Attorney of Company 15.2 The directors may from time to time, by power of attorney or other instrument, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her. PARTÂ 16 INTERESTS OF DIRECTORS AND OFFICERS Obligation to Account for Profits 16.1 A director or senior officer who holds a disclosable interest (as that term is used in the Act) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Act. Restrictions on Voting by Reason of Interest 16.2 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directorsâ€™ resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution. Interested Director Counted in Quorum 16.3 A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting. Disclosure of Conflict of Interest or Property 16.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or

interest that materially conflicts with that individualâ€™s duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Act. Director Holding Other Office in the Company 16.5 A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine. Â - 38 - No Disqualification 16.6 No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason. Professional Services by Director or Officer 16.7 Subject to the Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer. Director or Officer in Other Corporations 16.8 A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the Act, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person. PARTÂ 17 PROCEEDINGS OF DIRECTORS Meetings of Directors 17.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine. Voting at Meetings 17.2 Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote. Chair of Meetings 17.3 The following individual is entitled to preside as chair at a meeting of directors: (a) the chair of the board, if any; (b) in the absence of the chair of the board, the president, if any, if the president is a director; or (c) any other director chosen by the directors if: (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting; (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or Â - 39 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting. Place of Meetings 17.4 Meetings of directors may be held at any place within or outside of Canada, or if so approved by all of the directors, such meeting may be held entirely by means of an electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other to the extent permitted by the Act. Meetings by Telephone or Other Communications Medium 17.5 A director may participate in a meeting of the directors or of any committee of the directors: (a) in person; or (b) by telephone or by other communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Â§17.5 is deemed for all purposes of the Act and these Articles to be present at the meeting and to have agreed to participate in that manner. Calling of Meetings 17.6 A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time. Notice of Meetings 17.7 Other than for meetings held at regular intervals as determined by the directors pursuant to Â§17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Â§23.1 or orally or by telephone. When Notice Not Required 17.8 It is not necessary to give notice of a meeting of the directors to a director if: (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or (b) the director has waived notice of the meeting. Meeting Valid Despite Failure to Give Notice 17.9 The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director, does not invalidate any proceedings at that meeting. Â - 40 - Waiver of Notice of Meetings 17.10 Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director. Attendance of a director at a meeting of the directors is a waiver of notice of the meeting unless that director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Quorum 17.11 The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be a majority of the directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting. Validity of Acts Where Appointment Defective 17.12 Subject to the Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer. Consent Resolutions in Writing 17.13 A resolution of the directors or of any committee of the directors may be passed without a meeting: (a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or (b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution. A consent in writing under this Â§17.13 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. Any electronic signature on a consent, whether digital or encrypted, shall be deemed to have the same force and effect as a manual signature. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Â§17.13 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors. Â - 41 - PARTÂ 18 EXECUTIVE AND OTHER COMMITTEES Appointment and Powers of Executive Committee 18.1 The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directorsâ€™ powers, except: (a) the power to fill vacancies in the board of directors; (b) the power to remove a director; (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and (d) such other powers, if any, as may be set out in the resolution or any subsequent directorsâ€™ resolution. Appointment and Powers of Other Committees 18.2 The directors may, by resolution: (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate; (b) delegate to a committee appointed under Â§(a)Â any of the directorsâ€™ powers, except: (i) the power to fill vacancies in the board of directors; (ii) the power to remove a director; (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and (iv) the power to appoint or remove officers appointed by the directors; and (c) make any delegation referred to in Â§(b)Â subject to the conditions set out in the resolution or any subsequent directorsâ€™ resolution. Obligations of Committees 18.3 Any committee appointed under Â§18.1 or Â§18.2, in the exercise of the powers delegated to it, must: (a) conform to any rules that may from time to time be imposed on it by the directors; and (b) report every act or thing done in exercise of those powers at such times as the directors may require. Â - 42 - Powers of Board 18.4 The directors may, at any time, with respect to a committee appointed under Â§18.1 or Â§18.2 (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding; (b) terminate the appointment of, or change the membership of, the committee; and (c) fill vacancies in the committee. Committee Meetings 18.5 Subject to Â§18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Â§18.1 or Â§18.2: (a) the committee may meet and adjourn as it thinks proper; (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within

15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting; (c) a majority of the members of the committee constitutes a quorum of the committee; and (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote. PARTÂ 19 OFFICERS Directors May Appoint Officers 19.1 The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment. Functions, Duties and Powers of Officers 19.2 The directors may, for each officer: (a) determine the functions and duties of the officer; (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer. Â - 43 - Qualifications 19.3 No person may be appointed as an officer unless that person is qualified in accordance with the Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board, chair of a committee of the board or lead independent director, if any, must be a director. Any other officer need not be a director. Remuneration and Terms of Appointment 19.4 All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity. PARTÂ 20 INDEMNIFICATION Definitions 20.1 In this PartÂ 20: (a) â€œeligible partyâ€, in relation to a company, means an individual who: (i) is or was a director or officer of the Company; (ii) is or was a director or officer of another corporation (A) at a time when the corporation is or was an affiliate of the Company, or (B) at the request of the Company; or (iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity, and includes, except in the definition of â€œeligible proceedingâ€ and Sections 163(1)(c) and (d)Â and 165 of the Act, the heirs and personal or other legal representatives of that individual; (b) â€œeligible penaltyâ€ means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding; (c) â€œeligible proceedingâ€ means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Company or an associated corporation (i) is or may be joined as a party; or (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding; Â - 44 - (d) â€œexpensesâ€ has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding; and (e) â€œproceedingâ€ includes any legal proceeding or investigative action, whether current, threatened, pending or completed. Mandatory Indemnification of Eligible Parties 20.2 Subject to the Act, the Company must indemnify each eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each eligible party is deemed to have contracted with the Company on the terms of the indemnity contained in this Â§20.2. Indemnification of Other Persons 20.3 Subject to any restrictions in the Act, the Company may agree to indemnify and may indemnify any person (including an eligible party) against eligible penalties and pay expenses incurred in connection with the performance of services by that person for the Company. Authority to Advance Expenses 20.4 The Company may advance expenses to an eligible party to the extent permitted by and in accordance with the Act. Non-Compliance with Act 20.5 Subject to the Act, the failure of an eligible party of the Company to comply with the Act or these Articles or, if applicable, any former Companies Act or former Articles does not, of itself, invalidate any indemnity to which he or she is entitled under this PartÂ 20. Company May Purchase Insurance 20.6 The Company may purchase and maintain insurance for the benefit of any eligible party (or the heirs or legal personal representatives of any eligible party) against any liability incurred by any eligible party. PARTÂ 21 DIVIDENDS Payment of Dividends Subject to Special Rights 21.1 The provisions of this PartÂ 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends. Declaration of Dividends 21.2 Subject to the Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable. Â - 45 - No Notice Required 21.3 The directors need not give notice to any shareholder of any declaration under Â§21.2. Record Date 21.4 The directors must set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. Manner of Paying Dividend 21.5 A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other entity, or in any one or more of those ways. Settlement of Difficulties 21.6 If any difficulty arises in regard to a distribution under Â§21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may: (a) set the value for distribution of specific assets; (b) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and (c) vest any such specific assets in trustees for the persons entitled to the dividend. When Dividend Payable 21.7 Any dividend may be made payable on such date as is fixed by the directors. Dividends to be Paid in Accordance with Number of Shares 21.8 All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held. Receipt by Joint Shareholders 21.9 If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share. Dividend Bears No Interest 21.10 No dividend bears interest against the Company. Fractional Dividends 21.11 If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend. Â - 46 - Payment of Dividends 21.12 Any dividend or other distribution payable in money in respect of shares may be paid (i)Â by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing or (ii)Â by wire transfer or other electronic means. In the case of payment of a dividend by cheque, mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority. In the case of payment of a dividend by wire transfer or other electronic means, the initiation of such payment by the Company will, to the extent of the sum represented by the transfer (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless the amount of tax so deducted is not paid to the appropriate taxing authority. Capitalization of Retained Earnings or Surplus 21.13 Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof. PARTÂ 22 ACCOUNTING RECORDS AND AUDITOR Recording of Financial Affairs 22.1 The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Act. Inspection of Accounting Records 22.2 Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company. Remuneration of Auditor 22.3 The directors may set the remuneration of the auditor of the Company. PARTÂ 23 NOTICES Method of Giving Notice 23.1 Unless the Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Act or these Articles (a â€œNoticeâ€) to be sent by or to a person may be sent by: (a) mail addressed to the person at the applicable address for that person as follows: (i) for a Notice mailed to a shareholder, the shareholderâ€™s registered address; Â - 47 - (ii) for a Notice mailed to a director or officer, the prescribed address for mailing

shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the mailing address of the intended recipient; (b) delivery at the applicable address for that person as follows, addressed to the person: (i) for a Notice delivered to a shareholder, the shareholderâ€™s registered address; (ii) for a Notice delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of Notices of that class; (iii) in any other case, the delivery address of the intended recipient; (c) sending the Notice by fax to the fax number provided by the intended recipient for the sending of Notices that class; (d) sending the Notice by email to the email address provided by the intended recipient for the sending of Notices of that class; (e) sending the Notice by other means of electronic transmission accessible by the intended recipient for the sending of Notices of that class in accordance with applicable law; and (f) physical delivery to the intended recipient. Press Release 23.2 Unless the Act or these Articles provide otherwise, a Notice to be sent to a shareholder shall be deemed conclusively to have been given or made, and the obligation to give any Notice shall, unless otherwise required by applicable laws and regulations, be deemed conclusively to have been fully satisfied upon issuing a press release complying with applicable laws and regulations if deemed by the board of directors to be a reasonable or appropriate means of providing such Notice. Deemed Receipt of Mailing 23.3 A notice, statement, report or other record that is: (a) mailed to a person by ordinary mail to the applicable address for that person referred to in Â§23.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing; (b) faxed to a person to the fax number provided by that person under Â§23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; (c) emailed to a person to the e-mail address provided by that person under Â§23.1 is deemed to be received by the person to whom it was e-mailed on the day that it was emailed; and (d) sent to a person by other means of electronic transmission under Â§23.1 is deemed to be received by the person to whom it was transmitted on the day that such transmission occurred. Â - 48 - Certificate of Sending 23.4 A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Â§23.1 is conclusive evidence of that fact. Notice to Joint Shareholders 23.5 A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share. Notice to Legal Personal Representatives and Trustees 23.6 A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by: (a) mailing the record, addressed to them: (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or (b) if an address referred to in Â§23.6(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. Undelivered Notices 23.7 If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Â§23.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address. PARTÂ 24 PROHIBITIONS Definitions 24.1 In this PartÂ 24: (a) â€œdesignated securityâ€ means: (i) a voting security of the Company; (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or Â - 49 - (iii) a security of the Company convertible, directly or indirectly, into a security described in Â§(a)Â or Â§(b); (b) â€œsecurityâ€ has the meaning assigned in the Securities Act (British Columbia); and (c) â€œvoting securityâ€ means a security of the Company that: (i) is not a debt security; and (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing. Application 24.2 Â§24.3 does not apply to the Company if and for so long as it is a public company, a private company which is no longer eligible to use the private issuer exemption under the Securities Act (British Columbia) or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply. Consent Required for Transfer of Shares or Designated Securities 24.3 No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition. PARTÂ 25 FORUM SELECTION 25.1 Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Nothing in this 25.1 shall be deemed to apply to any suits brought to enforce any liability or duty created by the Exchange Act. Any person or entity purchasing or otherwise acquiring any interest in any security of the Company shall be deemed to have notice of and consented to the provisions of this Â§25.1. PARTÂ 26 SPECIAL RIGHTS AND RESTRICTIONS CLASS A.1 EXCHANGEABLE SUBORDINATE VOTING SHARES Special Rights and Restrictions 26.1 The ClassÂ A.1 Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 26. DIVIDENDS Dividend Rights 26.2 Each ClassÂ A.1 Shareholder shall be entitled to receive, and the Company shall pay thereon, (i)Â as and when declared by the board of directors, a dividend on each ClassÂ A.1 Share in an amount in cash for each ClassÂ A.1 Share equal to the cash distribution declared on each BEP Unit on each BEP Distribution Declaration Date occurring after the first date of issuance of the ClassÂ A.1 Shares multiplied by the Conversion Factor in effect on the Record Date of such dividend (the â€œEquivalent Dividendâ€) and (ii)Â at any time there are no Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends, additional dividends shall be declared and paid if, as when and declared by the board of directors (â€œAdditional Dividendsâ€). Â - 50 - 26.3 All cash dividends on the ClassÂ A.1 Shares, other than Additional Dividends, will be declared contemporaneously and paid at the same time in an equal amount per share on the ClassÂ A.2 Shares. Unpaid ClassÂ A.1 Dividends 26.4 If the full amount of an Equivalent Dividend is not declared on or about a BEP Distribution Declaration Date, or is declared but is not paid on or about the payment date, then such Equivalent Dividend shall accrue and accumulate, whether or not the Company has earnings, whether or not there are funds legally available for the payment thereof and whether or not such distributions are earned, or authorized (such amounts, the â€œUnpaid ClassÂ A.1 Dividendsâ€). Any dividend payment made on the ClassÂ A.1 Shares shall first be credited against the earliest Unpaid ClassÂ A.1 Dividends in respect of such ClassÂ A.1 Shares that remain payable. Payment of Dividends 26.5 Cheques of the Company, wire transfers or other electronic means of payment may be issued or initiated, as applicable, in respect of all dividends contemplated by Â§26.2 and the sending of such cheque, wire transfer or other electronic means of payment, as applicable, to each ClassÂ A.1 Shareholder will satisfy the cash dividend represented thereby unless, in the case of a cheque, the cheque is not paid on presentation. Record and Payment Dates 26.6 The Record Date with respect to any Equivalent Dividend declared by the board of directors and the payment date of such Equivalent Dividend will be on or about the Record Date and the payment date, respectively, for the corresponding distribution declared on the BEP Units, each as approved by the board of directors. RANKING Ranking of the ClassÂ A.1 Shares 26.7 The ClassÂ A.1 Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank pari passu with the ClassÂ A.2 Shares, junior to the Preferred Shares and senior to the ClassÂ B Shares, the ClassÂ C Shares and any other shares ranking junior to the ClassÂ A.1 Shares with respect to priority in payment of dividends and return of capital in the event of the liquidation, dissolution or winding-up of the Company. VOTING Voting Rights 26.8 Except as expressly provided herein, each ClassÂ A.1 Shareholder will be entitled to receive notice of, and to attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified class or series of shares are entitled to vote separately as a class or series. Each ClassÂ A.1 Shareholder shall be entitled to cast one vote for each ClassÂ A.1 Share held at the record date for the determination of shareholders entitled to vote on any matter. Â - 51 - 26.9 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A.1 Shareholders and ClassÂ B Shareholders will vote together and not as separate classes. 26.10 Subject to any rights of the holders of any series of Preferred Shares to elect directors

under specified circumstances, the holders of the outstanding ClassÂ A.1 Shares and ClassÂ B Shares, voting together, shall be entitled to vote in respect of the election of all directors of the Company. Amendment with Approval of ClassÂ A.1 Shareholders 26.11 In addition to any other approvals required by Law, any approval given by the ClassÂ A.1 Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A.1 Shares or any other matter requiring the approval or consent of the ClassÂ A.1 Shareholders as a separate class will be deemed to have been sufficiently given if it will have been given in accordance with applicable Law, subject to a minimum requirement that such amendment be approved by not less than 66 2/3% of the votes cast on such amendment at a meeting of ClassÂ A.1 Shareholders duly called and held at which the ClassÂ A.1 Shareholders holding at least 10% of the outstanding ClassÂ A.1 Shares at that time are present or represented by proxy. If at any such meeting the ClassÂ A.1 Shareholders holding at least 10% of the outstanding ClassÂ A.1 Shares as of the Record Date of such meeting are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting will be adjourned to such date not less than five days thereafter and to such time and place as may be designated by the chairman of such meeting. At such reconvened meeting, the ClassÂ A.1 Shareholders present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 66 2/3% of the votes cast on such amendment at such reconvened meeting. EXCHANGE RIGHTS Exchange at the Option of the ClassÂ A.1 Shareholder 26.12 Subject to applicable Law, at any time from and after the date of the issuance of the ClassÂ A.1 Shares, each ClassÂ A.1 Shareholder shall have an Exchange Right, which may be exercised by delivering a Notice of Exchange to the Transfer Agent by or on behalf of such ClassÂ A.1 Shareholder (such ClassÂ A.1 Shares specified in the Notice of Exchange being hereafter referred to as â€œTendered ClassÂ A.1 Sharesâ€ and such ClassÂ A.1 Shareholder, the â€œTendering ClassÂ A.1 Shareholderâ€) for the BEP Units Amount per Tendered ClassÂ A.1 Share or, if the Company elects in its sole and absolute discretion, the Cash Amount (in lieu of the BEP Units Amount per Tendered ClassÂ A.1 Share), plus, in either case, a cash amount equal to any Unpaid ClassÂ A.1 Dividends. Notice of Exchange 26.13 A ClassÂ A.1 Shareholder must deliver a Notice of Exchange either electronically (by electronic mail or by any other electronic procedure that may be established by the Transfer Agent and communicated to the ClassÂ A.1 Shareholders by the Company or the Transfer Agent) or physically (by mail, courier, hand delivery or otherwise) to any office of the Transfer Agent prior to the issuance by the Company of a Notice of ClassÂ A.1 Redemption or the announcement of a Liquidation Event in order to exercise his, her or its Exchange Right. Â - 52 - Satisfaction of Exchange Rights 26.14 Upon receipt by the Transfer Agent of a Notice of Exchange and such additional documents and instruments as the Company or the Transfer Agent may reasonably require, the Company will redeem the applicable Tendered ClassÂ A.1 Shares on or prior to the Specified Exchange Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ A.1 Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ A.1 Shares or at the address specified in the holderâ€™s Notice of Exchange, either (i)Â the BEP Units Amount, or (ii)Â the Cash Amount, as the Company may determine in its sole and absolute discretion, together with a cash amount for each Tendered ClassÂ A.1 Share equal to any Unpaid ClassÂ A.1 Dividends per Tendered ClassÂ A.1 Share ((i) or (ii), plus such Unpaid ClassÂ A.1 Dividends collectively being the â€œClassÂ A.1 Exchange Considerationâ€) and such delivery of such ClassÂ A.1 Exchange Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the Exchange Rights so exercised. Should the Company elect to satisfy Exchange Rights by delivering the Cash Amount, then the payment of such amount shall be made in the manner set forth in Â§26.5. 26.15 Any Tendering ClassÂ A.1 Shareholder shall have no further right, with respect to any Tendered ClassÂ A.1 Shares redeemed, repurchased or exchanged, to receive any dividends on ClassÂ A.1 Shares with a Record Date on or after the date on which the Transfer Agent receives such Notice of Exchange. Each Tendering ClassÂ A.1 Shareholder shall continue to own each ClassÂ A.1 Share subject to any Notice of Exchange, and be treated as a ClassÂ A.1 Shareholder with respect to each such ClassÂ A.1 Share for all other purposes of these Articles, until such ClassÂ A.1 Share has been redeemed in accordance with Â§26.14. A Tendering ClassÂ A.1 Shareholder shall have no rights as a unitholder of BEP with respect to any BEP Units to be received by such Tendering ClassÂ A.1 Shareholder in exchange for Tendered ClassÂ A.1 Shares pursuant to Â§26.12 until the Transfer Agent has issued such BEP Units to such Tendering ClassÂ A.1 Shareholder. 26.16 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ A.1 Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A.1 Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A.1 Shares (rounded down to a whole number of ClassÂ A.1 Shares) that would not be contrary to such requirements or other provisions. The Company will notify any such Tendering ClassÂ A.1 Shareholder at least one Business Day prior to the Specified Exchange Date as to the number of Tendered ClassÂ A.1 Shares that will be redeemed by the Company. Where there is more than one Tendering ClassÂ A.1 Shareholder, the Company will redeem the maximum number of Tendered ClassÂ A.1 Shares that would not be contrary to such requirements or other provisions among such Tendering ClassÂ A.1 Shareholders on a pro rata basis. No Fractional BEP Units 26.17 Notwithstanding anything to the contrary set forth herein, no fractional BEP Units shall be issued in connection with the satisfaction of Exchange Rights, in connection with a redemption of a ClassÂ A.1 Share or in connection with a Liquidation Event. In lieu of any fractional BEP Units to which the Tendering ClassÂ A.1 Shareholder would otherwise be entitled, the Company shall pay a cash amount equal to the BEP Unit Value on the Trading Day immediately preceding the Exchange Date multiplied by such fraction of a BEP Unit. Â - 53 - Withholding Taxes 26.18 Each Tendering ClassÂ A.1 Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ A.1 Shares pursuant to Â§26.12 to Â§26.14 and will be deemed to have authorized the Company to retain such portion of the ClassÂ A.1 Exchange Consideration as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§26.18, the Company shall give each Tendering ClassÂ A.1 Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of Exchange from such Tendering ClassÂ A.1 Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ A.1 Shares subject to such Notice of Exchange, provide the Tendering ClassÂ A.1 Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ A.1 Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§26.18; provided that any determination with respect to the tax withholding shall be made by the Company, BEP or an affiliate of BEP, as applicable, in its sole discretion exercised in good faith. COMPANY REDEMPTION RIGHTS Company Redemption 26.19 If the Company delivers or causes to be delivered a Notice of ClassÂ A.1 Redemption to the ClassÂ A.1 Shareholders, it shall redeem all of the issued and outstanding ClassÂ A.1 Shares on the Specified ClassÂ A.1 Redemption Date. The Company may deliver a Notice of ClassÂ A.1 Redemption at any time, in its sole discretion and subject to applicable Law, including in any of the following circumstances: (a) a Person acquires 90% of the BEP Units in a take-over bid (as defined by Applicable Securities Laws); (b) the holders of BEP Units approve an acquisition of BEP by way of arrangement or amalgamation; (c) the holders of BEP Units approve a restructuring or other reorganization of BEP; (d) there is a sale of all or substantially all the assets of BEP; (e) there is a change of Law (whether by legislative, governmental or judicial action), administrative practice or interpretation, or a change in circumstances of the Company and the shareholders of the Company, that may result in adverse tax consequences for the Company or the shareholders of the Company; or (f) the board, in its good faith, concludes that the holders of BEP Units or the ClassÂ A.1 Shareholders are adversely impacted by a fact, change, or other circumstance relating to the Company. Right of ClassÂ B Shareholders to Cause Redemption of ClassÂ A.1 Shares 26.20 All of the ClassÂ B Shareholders may, at any time and in their sole discretion, deliver a notice to the Company specifying a date upon which the Company shall redeem all of the issued and outstanding ClassÂ A.1 Shares (provided that such specified date is no less than 60 days from the date on which the ClassÂ B Shareholders deliver such notice), and as soon as reasonably practicable after the receipt

of such notice, the Company shall, subject to applicable Law, deliver a Notice of ClassÂ A.1 Redemption to the ClassÂ A.1 Shareholders and, without the consent of the ClassÂ A.1 Shareholders, shall redeem all of the ClassÂ A.1 Shares on the Specified ClassÂ A.1 Redemption Date. Â - 54 - Redemption Procedure 26.21 In the event of a redemption of the ClassÂ A.1 Shares, each ClassÂ A.1 Shareholder shall be considered a Tendering ClassÂ A.1 Shareholder and each ClassÂ A.1 Share shall be considered a Tendered ClassÂ A.1 Share for the purposes of Â§26.19 to Â§26.22, and the Company shall, at or prior to Close of Business on the Specified ClassÂ A.1 Redemption Date, pay to each Tendering ClassÂ A.1 Shareholder the BEP Units Amount, together with a cash amount for each Tendered ClassÂ A.1 Share equal to any Unpaid ClassÂ A.1 Dividends per Tendered ClassÂ A.1 Share (the BEP Units Amount, plus such Unpaid ClassÂ A.1 Dividends collectively being the â€œClassÂ A.1 Redemption Considerationâ€) and such delivery of such ClassÂ A.1 Redemption Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the redemption of the ClassÂ A.1 Shares. 26.22 Â§26.15 to Â§26.18 shall apply in their entirety, mutatis mutandis, to a redemption of the ClassÂ A.1 Shares. LIQUIDATION Liquidation Rights 26.23 Upon any liquidation, dissolution, winding up of the Company or any other distribution of its assets among its shareholders, whether voluntary or involuntary (a â€œLiquidation Eventâ€), including where substantially concurrent with the liquidation, dissolution, or winding up of BEP, whether voluntary or involuntary (a â€œBEP Liquidation Eventâ€), each ClassÂ A.1 Shareholder shall, subject to the exercise of the Liquidation Call Right, be entitled to be paid out of the assets of the Company legally available for distribution on the effective date of the Liquidation Event (the â€œLiquidation Dateâ€) an amount in cash per ClassÂ A.1 Share then held by them equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the Liquidation Event (the â€œLiquidation Reference Dateâ€) multiplied by the Conversion Factor (and together with a cash amount for each ClassÂ A.1 Share equal to any Unpaid ClassÂ A.1 Dividends per ClassÂ A.1 Share, the â€œClassÂ A.1 Liquidation Amountâ€). Notwithstanding the foregoing, in connection with a Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, if the Company, in its sole and absolute discretion elects, it may, subject to applicable Law, redeem all of the outstanding ClassÂ A.1 Shares in exchange for such number of BEP Units per ClassÂ A.1 Share equal to the Conversion Factor in effect on the Liquidation Reference Date, together with a cash amount per ClassÂ A.1 Share equal to any Unpaid ClassÂ A.1 Dividends per ClassÂ A.1 Share in accordance with Â§26.21 and Â§26.22, in lieu of paying the ClassÂ A.1 Liquidation Amount. 26.24 The rights of the ClassÂ A.1 Shareholders to receive the amount set forth in Â§26.23 is subject to: (a) the prior rights of holders of all classes and series of Preferred Shares and any other class of shares ranking in priority or rateably with the ClassÂ A.1 Shares; (b) prior payment in full to each Tendering ClassÂ A.1 Shareholder and Tendering ClassÂ A.2 Shareholder that submitted a Notice of Exchange at least 10 days prior to the date of the Liquidation Event of the ClassÂ A.1 Exchange Consideration (in the case of the Tendering ClassÂ A.1 Shareholders) and the ClassÂ A.2 Exchange Consideration (in the case of the Tendering ClassÂ A.2 Shareholders); Â - 55 - (c) prior payment in full to each Tendering ClassÂ B Shareholder that submitted a Notice of ClassÂ B Retraction at least 30 days prior to the date of the Liquidation Event of the Cash Amount; (d) any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends; and (e) prior payment in full to each Tendering ClassÂ C Shareholder that submitted a Notice of ClassÂ C Retraction at least 30 days prior to the date of the Liquidation Event of the ClassÂ C Retraction Amount. 26.25 If, upon any such Liquidation Event, the assets of the Company are insufficient to make payment in full to all ClassÂ A.1 Shareholders and ClassÂ A.2 Shareholders of the foregoing amounts set forth in Â§26.23 with respect to the Liquidation Event, then such assets (or consideration) shall be distributed among the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders at the time outstanding, rateably on a pari passu basis in proportion to the full amounts to which they would otherwise be respectively entitled to receive under Â§26.23. BEP Liquidation Call Right 26.26 Notwithstanding Â§26.23, BEP will have the overriding right (the â€œLiquidation Call Rightâ€), in the event of and notwithstanding the occurrence of any Liquidation Event, to purchase from, or cause its affiliate to purchase from, all but not less than all of the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders on the Liquidation Date all but not less than all of the ClassÂ A.1 Shares and the ClassÂ A.2 Shares held by each such holder in exchange for the issuance by BEP of such number of BEP Units per ClassÂ A.1 Share or ClassÂ A.2 Share equal to the Conversion Factor in effect on the Liquidation Reference Date (and together with a cash amount for each ClassÂ A.1 Share or ClassÂ A.2 Share equal to any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends, the â€œLiquidation Call Considerationâ€). In the event of the exercise of a Liquidation Call Right, each such ClassÂ A.1 Shareholder and ClassÂ A.2 Shareholder will be obligated on the Liquidation Date to sell all the ClassÂ A.1 Shares and ClassÂ A.2 Shares held by such holder to BEP on the Liquidation Date upon issuance by BEP to the holder of the Liquidation Call Consideration for each such ClassÂ A.1 Share and ClassÂ A.2 Share and the Company will have no obligation to pay any ClassÂ A.1 Liquidation Amount or ClassÂ A.2 Liquidation Amount to the holders of such ClassÂ A.1 Shares and ClassÂ A.2 Shares so purchased by BEP. 26.27 In order to exercise the Liquidation Call Right, BEP must notify the Transfer Agent in writing, as agent for the ClassÂ A.1 Shareholders, ClassÂ A.2 Shareholders and the Company, of its intention to exercise such right at least 30 days before the Liquidation Date in the case of a voluntary liquidation, dissolution or winding up of the Company and at least five Business Days before the Liquidation Date in the case of an involuntary liquidation, dissolution or winding up of the Company. If BEP exercises the Liquidation Call Right in accordance with this Â§26.27, all obligations of the Company under Â§26.23 to Â§26.25 will terminate and on the Liquidation Date BEP will purchase and ClassÂ A.1 Shareholders and ClassÂ A.2 Shareholders will sell all of their ClassÂ A.1 Shares and ClassÂ A.2 Shares then outstanding for a price per share equal to the Liquidation Call Consideration. Â - 56 - Automatic Redemption Rights 26.28 Subject to the exercise of the Liquidation Call Right, in connection with a BEP Liquidation Event, including where substantially concurrent with a Liquidation Event, the Company shall, subject to applicable Law, redeem all outstanding ClassÂ A.1 Shares and ClassÂ A.2 Shares on the day prior to the effective date of the BEP Liquidation Event and immediately prior to the automatic redemption by BEPC of the then outstanding BEPC ClassÂ A Shares for, in its sole and absolute discretion, in respect of each ClassÂ A.1 Share or ClassÂ A.2 Share redeemed (i)Â an amount in cash per share equal to the BEP Unit Value on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event multiplied by the Conversion Factor (together with a cash amount for each ClassÂ A.1 Share or ClassÂ A.2 Share, as applicable, equal to any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends), or (ii)Â such number of BEP Units equal to the Conversion Factor in effect on the Trading Day immediately preceding the public announcement of the BEP Liquidation Event (together with a cash amount for each ClassÂ A.1 Share or ClassÂ A.2 Share, as applicable, equal to any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends). Call Right 26.29 Each ClassÂ A.1 Shareholder, whether a registered holder or a beneficial holder, by virtue of becoming and being such a holder will be deemed to acknowledge the Liquidation Call Right in favour of BEP, and the overriding nature thereof in connection with the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, and to be bound thereby in favour of BEP as herein provided. PARTÂ 27 SPECIAL RIGHTS AND RESTRICTIONS CLASS A.2 EXCHANGEABLE NON-VOTING SHARES Special Rights and Restrictions 27.1 The ClassÂ A.2 Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 27. DIVIDENDS Dividend Rights 27.2 Each ClassÂ A.2 Shareholder shall be entitled to receive, and the Company shall pay thereon, as and when declared by the board of directors, a dividend on each ClassÂ A.2 Share in an amount in cash for each ClassÂ A.2 Share equal to the cash distribution declared on each BEP Unit on each BEP Distribution Declaration Date occurring after the first date of issuance of the ClassÂ A.2 Shares multiplied by the Conversion Factor in effect on the Record Date of such dividend (the â€œClassÂ A.2 Dividendâ€), it being understood that ClassÂ A.2 Shareholders will not be entitled to any dividends other than the ClassÂ A.2 Dividend. Unpaid ClassÂ A.2 Dividends 27.3 If the full amount of a ClassÂ A.2 Dividend is not declared on a BEP Distribution Declaration Date, or is declared but is not paid on the payment date, then such ClassÂ A.2 Dividend shall accrue and accumulate, whether or not the Company has earnings, whether or not there are funds legally available for the payment thereof and whether or not such distributions are earned, or authorized (such amounts, the â€œUnpaid ClassÂ A.2 Dividendsâ€). Any dividend payment made on the ClassÂ A.2 Shares shall first be credited against the earliest Unpaid ClassÂ A.2 Dividends with respect to such ClassÂ A.2 Shares that remain payable. Â - 57 - Stock Dividends 27.4 In the event a dividend is declared and paid

on the ClassÂ A.1 Shares consisting of ClassÂ A.1 Shares, the board shall, subject to applicable Law, contemporaneously declare and pay an equivalent dividend on the ClassÂ A.2 Shares consisting of ClassÂ A.2 Shares. Payment of Dividends 27.5 Cheques of the Company, wire transfers or other electronic means of payment may be issued or initiated, as applicable, in respect of all ClassÂ A.2 Dividends contemplated by Â§27.2 and the sending of such cheque, wire transfer or other electronic means of payment, as applicable, to each ClassÂ A.2 Shareholder will satisfy the cash dividend represented thereby unless, in the case of a cheque, the cheque is not paid on presentation. Record and Payment Dates 27.6 The Record Date with respect to any ClassÂ A.2 Dividend declared by the board of directors and the payment date of such ClassÂ A.2 Dividend will be on or about the Record Date and the payment date, respectively, for the corresponding distribution declared on the BEP Units, each as approved by the board of directors. RANKING Ranking of the ClassÂ A.2 Shares 27.7 The ClassÂ A.2 Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank pari passu with the ClassÂ A.1 Shares, junior to the Preferred Shares and senior to the ClassÂ B Shares, the ClassÂ C Shares and any other shares ranking junior to the ClassÂ A.2 Shares with respect to priority in payment of dividends and return of capital in the event of the liquidation, dissolution or winding-up of the Company. VOTING Voting Rights 27.8 Each ClassÂ A.2 Shareholder will be entitled to receive notice of, and to attend all meetings of shareholders of the Company, but will not be entitled to vote at any such meetings. Amendment with Approval of ClassÂ A.2 Shareholders 27.9 In addition to any other approvals required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ A.2 Shares as a class may be added to, changed or removed, but only with the approval of the ClassÂ A.2 Shareholders given as hereinafter specified. 27.10 The approval of the ClassÂ A.2 Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A.2 Shares as a class or in respect of any other matter requiring the consent of the ClassÂ A.2 Shareholders may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the ClassÂ A.2 Shareholders or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the ClassÂ A.2 Shareholders duly called for that purpose. On every poll taken at every meeting of the ClassÂ A.2 Shareholders as a class, each ClassÂ A.2 Shareholder entitled to vote thereat shall have one vote in respect of each ClassÂ A.2 Share held. Â - 58 - EXCHANGE RIGHTS Exchange at the Option of the ClassÂ A.2 Shareholder 27.11 Subject to applicable Law, the Ownership Cap and due exercise by BEP or BEPC of the Exchange-Redemption Call Right, at any time from and after the date of the issuance of the ClassÂ A.2 Shares, each ClassÂ A.2 Shareholder shall have an Exchange Right which may be exercised by delivering a Notice of Exchange to the Transfer Agent by or on behalf of such ClassÂ A.2 Shareholder (such ClassÂ A.2 Shares specified in the Notice of Exchange being hereafter referred to as â€œTendered ClassÂ A.2 Sharesâ€ and such ClassÂ A.2 Shareholder, the â€œTendering ClassÂ A.2 Shareholderâ€) for (a)Â the BEP Units Amount per Tendered ClassÂ A.2 Share, (b)Â one BEPC ClassÂ A Share per ClassÂ A.2 Share multiplied by the Conversion Factor (â€œBEPC ClassÂ A Share Amountâ€) (either the BEP Units Amount or the BEPC ClassÂ A Share Amount being the â€œClassÂ A.2 Share Considerationâ€) or (c)Â if the Company elects in its sole and absolute discretion, the Cash Amount (in lieu of the ClassÂ A.2 Share Consideration per Tendered ClassÂ A.2 Share), plus, in all cases, a cash amount equal to any Unpaid ClassÂ A.2 Dividends per Tendered ClassÂ A.2 Share. Notice of Exchange 27.12 A ClassÂ A.2 Shareholder must deliver a Notice of Exchange either electronically (by electronic mail or by any other electronic procedure that may be established by the Transfer Agent and communicated to the ClassÂ A.2 Shareholders by the Company or the Transfer Agent) or physically (by mail, courier, hand delivery or otherwise) to any office of the Transfer Agent prior to the issuance by the Company of a Notice of ClassÂ A.2 Redemption or the announcement of a Liquidation Event in order to exercise his, her or its Exchange Right. Satisfaction of Exchange Rights 27.13 Upon receipt by the Transfer Agent of a Notice of Exchange and such additional documents and instruments as the Company or the Transfer Agent may reasonably require, and provided that BEP or BEPC, as applicable, has not exercised the Exchange-Redemption Call Right, the Company will redeem the applicable Tendered ClassÂ A.2 Shares on or prior to the Specified Exchange Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ A.2 Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ A.2 Shares or at the address specified in the holderâ€™s Notice of Exchange, either (i)Â the ClassÂ A.2 Share Consideration, as applicable, or (ii)Â the Cash Amount, as the Company may determine in its sole and absolute discretion, together with a cash amount for each Tendered ClassÂ A.2 Share equal to any Unpaid ClassÂ A.2 Dividends per Tendered ClassÂ A.2 Share ((i) or (ii), plus such Unpaid ClassÂ A.2 Dividends collectively being the â€œClassÂ A.2 Exchange Considerationâ€) and such delivery of such ClassÂ A.2 Exchange Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the Exchange Rights so exercised. Should the Company elect to satisfy Exchange Rights by delivering the Cash Amount, then the payment of such amount shall be made in the manner set forth in Â§27.5. Â - 59 - 27.14 Until such time as BEPC owns, directly or indirectly, all of the issued and outstanding ClassÂ B Shares and ClassÂ C Shares, the BN Group will not be permitted to receive in exchange for ClassÂ A.2 Shares, and neither BEPC nor the Company will deliver as ClassÂ A.2 Share Consideration, a number of BEPC ClassÂ A Shares that would result in the BN Group, after giving effect to the exchange, directly or indirectly, beneficially owning, controlling or holding in aggregate a number of shares of BEPC with a fair market value equal to 9.5% or more of the aggregate fair market value of all of the issued and outstanding shares of BEPC immediately after the exchange (the â€œOwnership Capâ€). Any Notice of Exchange delivered by a holder of ClassÂ A.2 Shares in the BN Group will be required to include a certification as to the BN Groupâ€™s ownership of BEPC shares following the proposed exchange. If a Tendering ClassÂ A.2 Shareholder tenders for exchange for BEPC ClassÂ A Shares a number of ClassÂ A.2 Shares that would result, in the determination of the board of directors of BEPC, in its sole discretion, in the BN Group exceeding the Ownership Cap, then the Notice of Exchange will be automatically amended to reduce the number of ClassÂ A.2 Shares tendered for exchange to a number that would result in the BN Group owning one (1)Â BEPC ClassÂ A Share less than the Ownership Cap. 27.15 Any Tendering ClassÂ A.2 Shareholder shall have no further right, with respect to any Tendered ClassÂ A.2 Shares redeemed, repurchased or exchanged, to receive any dividends on ClassÂ A.2 Shares with a Record Date on or after the date on which the Transfer Agent receives such Notice of Exchange. Each Tendering ClassÂ A.2 Shareholder shall continue to own each ClassÂ A.2 Share subject to any Notice of Exchange, and be treated as a ClassÂ A.2 Shareholder with respect to each such ClassÂ A.2 Share for all other purposes of these Articles, until such ClassÂ A.2 Share has been redeemed in accordance with Â§27.13. A Tendering ClassÂ A.2 Shareholder shall have no rights as (a)Â a unitholder of BEP with respect to any BEP Units to be received by such Tendering ClassÂ A.2 Shareholder in exchange for Tendered ClassÂ A.2 Shares pursuant to Â§27.11 until the Transfer Agent has issued such BEP Units to such Tendering ClassÂ A.2 Shareholder or (b)Â as a shareholder of BEPC with respect to any BEPC ClassÂ A Shares to be received by such Tendering ClassÂ A.2 Shareholder in exchange for Tendered ClassÂ A.2 Shares pursuant to Â§27.11 until the Transfer Agent has issued such BEPC ClassÂ A Shares to such Tendering ClassÂ A.2 Shareholder. 27.16 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ A.2 Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A.2 Shares, and BEP or BEPC, as applicable, has not exercised the Exchange-Redemption Call Right with respect to the Tendered ClassÂ A.2 Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A.2 Shares (rounded down to a whole number of ClassÂ A.2 Shares) that would not be contrary to such requirements or other provisions. The Company will notify any such Tendering ClassÂ A.2 Shareholder at least one Business Day prior to the Specified Exchange Date as to the number of Tendered ClassÂ A.2 Shares that will be redeemed by the Company. Where there is more than one Tendering ClassÂ A.2 Shareholder, the Company will redeem the maximum number of Tendered ClassÂ A.2 Shares that would not be contrary to such requirements or other provisions among such Tendering ClassÂ A.2 Shareholders on a pro rata basis. No Fractional BEP Units or BEPC ClassÂ A Shares 27.17 Notwithstanding anything to the contrary set forth herein, no fractional BEP Units shall be issued in connection with the satisfaction of Exchange Rights, in connection with a redemption of a ClassÂ A.2 Share or in connection with a Liquidation Event. In lieu of any fractional BEP Units to

which the Tendering ClassÂ A.2 Shareholder would otherwise be entitled, the Company shall pay a cash amount equal to the BEP Unit Value on the Trading Day immediately preceding the Exchange Date multiplied by such fraction of a BEP Unit. 27.18 Notwithstanding anything to the contrary set forth herein, no fractional BEPC ClassÂ A Shares shall be issued in connection with the satisfaction of Exchange Rights or in connection with a redemption of a ClassÂ A.2 Share. In lieu of any fractional BEPC ClassÂ A Shares to which the Tendering ClassÂ A.2 Shareholder would otherwise be entitled, the Company shall pay a cash amount equal to the BEPC ClassÂ A Share Amount on the Trading Day immediately preceding the Exchange Date multiplied by such fraction of a BEPC ClassÂ A Share. Â - 60 - Withholding Taxes 27.19 Each Tendering ClassÂ A.2 Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ A.2 Shares pursuant to Â§27.11 to Â§27.13 and will be deemed to have authorized the Company to retain such portion of the ClassÂ A.2 Exchange Consideration as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§27.19, the Company shall give each Tendering ClassÂ A.2 Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of Exchange from such Tendering ClassÂ A.2 Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ A.2 Shares subject to such Notice of Exchange, provide the Tendering ClassÂ A.2 Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ A.2 Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§27.19; provided that any determination with respect to the tax withholding shall be made by the Company, BEP or an affiliate of BEP, as applicable, in its sole discretion exercised in good faith. COMPANY REDEMPTION RIGHTS Company Redemption 27.20 If the Company delivers or causes to be delivered a Notice of ClassÂ A.2 Redemption to the ClassÂ A.2 Shareholders, it shall redeem all of the issued and outstanding ClassÂ A.2 Shares on the Specified ClassÂ A.2 Redemption Date. The Company may deliver a Notice of ClassÂ A.2 Redemption at any time, in its sole discretion and subject to applicable Law, including in any of the following circumstances: (a) a Person acquires 90% of the BEP Units in a take-over bid (as defined by Applicable Securities Laws); (b) the holders of BEP Units approve an acquisition of BEP by way of arrangement or amalgamation; (c) the holders of BEP Units approve a restructuring or other reorganization of BEP; (d) there is a sale of all or substantially all the assets of BEP; (e) there is a change of Law (whether by legislative, governmental or judicial action), administrative practice or interpretation, or a change in circumstances of the Company and the shareholders of the Company, that may result in adverse tax consequences for the Company or the shareholders of the Company; or (f) the board, in its good faith, concludes that the holders of BEP Units or the ClassÂ A.2 Shareholders are adversely impacted by a fact, change, or other circumstance relating to the Company. Â - 61 - Right of ClassÂ B Shareholders to Cause Redemption of ClassÂ A.2 Shares 27.21 All of the ClassÂ B Shareholders may, at any time and in their sole discretion, deliver a notice to the Company specifying a date upon which the Company shall redeem all of the issued and outstanding ClassÂ A.2 Shares (provided that such specified date is no less than 60 days from the date on which the ClassÂ B Shareholders deliver such notice), and as soon as reasonably practicable after the receipt of such notice, the Company shall, subject to applicable Law, deliver a Notice of ClassÂ A.2 Redemption to the ClassÂ A.2 Shareholders and, without the consent of the ClassÂ A.2 Shareholders, shall redeem all of the ClassÂ A.2 Shares on the Specified ClassÂ A.2 Redemption Date. Redemption Procedure 27.22 In the event of a redemption of the ClassÂ A.2 Shares, each ClassÂ A.2 Shareholder shall be considered a Tendering ClassÂ A.2 Shareholder and each ClassÂ A.2 Share shall be considered a Tendered ClassÂ A.2 Share for the purposes of Â§27.20 to Â§27.23, and the Company shall, at or prior to Close of Business on the Specified ClassÂ A.2 Redemption Date, pay to each Tendering ClassÂ A.2 Shareholder either (i)Â the BEP Units Amount or (ii)Â the BEPC ClassÂ A Share Amount, as the Company may determine in its sole and absolute discretion, together with a cash amount for each Tendered ClassÂ A.2 Share equal to any Unpaid ClassÂ A.2 Dividends ((i) or (ii), plus such Unpaid ClassÂ A.2 Dividends collectively being the â€œClassÂ A.2 Redemption Considerationâ€) and such delivery of such ClassÂ A.2 Redemption Consideration by or on behalf of the Company by the Transfer Agent will be deemed to be payment of and will satisfy and discharge all liability for the redemption of the ClassÂ A.2 Shares. 27.23 Â§27.14 to Â§27.19 shall apply in their entirety, mutatis mutandis, to a redemption of the ClassÂ A.2 Shares. Exchange-Redemption Call Right 27.24 Notwithstanding the provisions in Â§27.11 to Â§27.23 above, (a) in the event the Company receives a Notice of Exchange from a Tendering ClassÂ A.2 Shareholder specifying a tender for BEP Units, BEP shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the Tendered ClassÂ A.2 Shares from the Tendering ClassÂ A.2 Shareholder by delivering the BEP Units Amount or the Cash Amount (the form of payment to be determined by BEP in its sole and absolute discretion) in accordance with Â§27.11 to Â§27.19, mutatis mutandis, in satisfaction of the obligations of the Company, and (b) in the event the Company receives a Notice of Exchange from a Tendering ClassÂ A.2 Shareholder specifying a tender for BEPC ClassÂ A Shares, BEPC shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the Tendered ClassÂ A.2 Shares from the Tendering ClassÂ A.2 Shareholder by delivering the BEPC ClassÂ A Share Amount or the Cash Amount (the form of payment to be determined by BEPC in its sole and absolute discretion) in accordance with Â§27.11 to Â§27.19, mutatis mutandis, in satisfaction of the obligations of the Company, and (c) in the event the Company provides a Notice of ClassÂ A.2 Redemption to each ClassÂ A.2 Shareholder, BEP or BEPC shall have an overriding right to acquire, or cause its affiliate to acquire all, but not less than all, of the ClassÂ A.2 Shares from each ClassÂ A.2 Shareholder by delivering the ClassÂ A.2 Redemption Consideration (the form of ClassÂ A.2 Redemption Consideration to be determined by BEP or BEPC in their sole and absolute discretion) in accordance with Â§27.20 to Â§27.23, mutatis mutandis, in satisfaction of the obligations of the Company as set out therein (the right in either (a)Â or (b) being the â€œExchange-Redemption Call Rightâ€), Â - 62 - and in the event of the exercise by BEP or BEPC of the Exchange-Redemption Call Right, each Tendering ClassÂ A.2 Shareholder will be obligated to sell all Tendered ClassÂ A.2 Shares held by such Tendering ClassÂ A.2 Shareholder to BEP or BEPC (or its affiliate, as applicable) on delivery by BEP or BEPC (or its affiliate, as applicable) to such Tendering ClassÂ A.2 Shareholder of the ClassÂ A.2 Exchange Consideration or the ClassÂ A.2 Redemption Consideration, as applicable, and the Company will have no obligation to pay any ClassÂ A.2 Exchange Consideration or ClassÂ A.2 Redemption Consideration to the holders of such ClassÂ A.2 Shares so purchased by BEP or BEPC (or its affiliate, as applicable). 27.25 In order to exercise their Exchange-Redemption Call Right, BEP or BEPC must notify the Transfer Agent in writing, as agent for the holders of ClassÂ A.2 Shares, and the Company, of its intention to exercise such right at least 3 days before the Specified Exchange Date or at least 10 days before the Specified ClassÂ A.2 Redemption Date, as applicable. Delivery by BEP or BEPC to the Transfer Agent of a standing direction as to any exercise of the Exchange-Redemption Call Right in respect of the exercise of Exchange Rights shall satisfy the notification requirements set forth in this Â§27.25. LIQUIDATION Liquidation Rights 27.26 Upon any Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, each ClassÂ A.2 Shareholder shall, subject to the exercise of the Liquidation Call Right and to Â§26.28, be entitled to be paid out of the assets of the Company legally available for distribution on the Liquidation Date an amount in cash per ClassÂ A.2 Share then held by them equal to the BEP Unit Value on the Liquidation Reference Date multiplied by the Conversion Factor (and together with a cash amount for each ClassÂ A.2 Share equal to any Unpaid ClassÂ A.2 Dividends per ClassÂ A.2 Share, the â€œClassÂ A.2 Liquidation Amountâ€). Notwithstanding the foregoing, in connection with a Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, if the Company, in its sole and absolute discretion elects, it may, subject to applicable Law, redeem all of the outstanding ClassÂ A.2 Shares in exchange for such number of BEP Units per ClassÂ A.2 Share equal to the Conversion Factor in effect on the Liquidation Reference Date, together with a cash amount per ClassÂ A.2 Share equal to any Unpaid ClassÂ A.2 Dividends per ClassÂ A.2 Share in accordance with Â§27.22 and Â§27.23, in lieu of paying the ClassÂ A.2 Liquidation Amount. 27.27 The rights of the ClassÂ A.2 Shareholders to receive the amount set forth in Â§27.26 is subject to: (a) the prior rights of holders of all classes and series of Preferred Shares and any other class of shares ranking in priority or rateably with the ClassÂ A.2 Shares; (b) prior payment in full to each Tendering ClassÂ A.1 Shareholder and Tendering ClassÂ A.2 Shareholder that submitted a Notice of Exchange, at least 10

days prior to the date of the Liquidation Event of the ClassÂ A.1 Exchange Consideration (in the case of the Tendering ClassÂ A.1 Shareholders) and the ClassÂ A.2 Exchange Consideration (in the case of the Tendering ClassÂ A.2 Shareholders); (c) prior payment in full to each Tendering ClassÂ B Shareholder that submitted a Notice of ClassÂ B Retraction at least 30 days prior to the date of the Liquidation Event of the Cash Amount; Â - 63 - (d) any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends; and (e) prior payment in full to each Tendering ClassÂ C Shareholder that submitted a Notice of ClassÂ C Retraction at least 30 days prior to the date of the Liquidation Event of the ClassÂ C Retraction Amount. 27.28 If, upon any such Liquidation Event, the assets of the Company are insufficient to make payment in full to all ClassÂ A.1 Shareholders and ClassÂ A.2 Shareholders of the foregoing amounts set forth in Â§27.26 with respect to the Liquidation Event, then such assets (or consideration) shall be distributed among the ClassÂ A.1 Shareholders and the ClassÂ A.2 Shareholders at the time outstanding, rateably on a pari passu basis in proportion to the full amounts to which they would otherwise be respectively entitled to receive under Â§27.26. OTHER RIGHTS AND RESTRICTIONS Conversion of ClassÂ A.2 Shares 27.29 Any BEP-Affiliated ClassÂ A.2 Shareholder shall be entitled at any time to have any or all of such BEP-Affiliated ClassÂ A.2 Shareholderâ€™s ClassÂ A.2 Shares converted into ClassÂ A.1 Shares or ClassÂ C Shares at a conversion rate equal to one ClassÂ A.1 Share or ClassÂ C Share, as applicable, for each ClassÂ A.2 Share in respect of which the conversion right is exercised. The right of conversion herein provided for may be exercised by notice in writing given to the Transfer Agent (a â€œConversion Noticeâ€), which notice shall specify the number of ClassÂ A.2 Shares that the BEP-Affiliated ClassÂ A.2 Shareholder desires to have converted. Upon receipt of a Conversion Notice, the Company shall, subject to applicable Law, promptly issue to the converting BEP-Affiliated ClassÂ A.2 Shareholder the requisite number of ClassÂ A.1 Shares or ClassÂ C Shares and the Transfer Agent shall cancel the converted ClassÂ A.2 Shares subject to the Conversion Notice effective concurrently therewith. Call Right 27.30 Each ClassÂ A.2 Shareholder, whether a registered holder or a beneficial holder, by virtue of becoming and being such a holder will be deemed to acknowledge each of the Exchange-Redemption Call Right and the Liquidation Call Right, in each case, in favour of BEP and BEPC, and the overriding nature thereof in connection with the exercise of Exchange Rights, the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, or the retraction or redemption of ClassÂ A.2 Shares, as the case may be, and to be bound thereby in favour of BEP or BEPC as herein provided. PARTÂ 28 SPECIAL RIGHTS AND RESTRICTIONS CLASS B MULTIPLE VOTING SHARES Special Rights and Restrictions 28.1 The ClassÂ B Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 28. Dividend Rights 28.2 Except as set out in Â§28.3, the ClassÂ B Shareholders shall not be entitled to receive any dividends on the ClassÂ B Shares. Â - 64 - Stock Dividends 28.3 In the event a dividend is declared and paid on the ClassÂ A.1 Shares consisting of ClassÂ A.1 Shares, the board shall, subject to applicable Law, contemporaneously declare and pay an equivalent dividend on the ClassÂ B Shares consisting of ClassÂ B Shares. Ranking of the ClassÂ B Shares 28.4 The ClassÂ B Shares shall, as to the return of capital in the event of the liquidation, dissolution or winding-up of the Company, rank junior to the Preferred Shares and to the ClassÂ A.1 Shares and ClassÂ A.2 Shares and senior to the ClassÂ C Shares and any other shares ranking junior to the ClassÂ B Shares with respect to priority in the return of capital in a Liquidation Event. Voting Rights 28.5 Except as expressly provided herein, each ClassÂ B Shareholder will be entitled to receive notice of, and attend and vote at, all meetings of shareholders of the Company, except for meetings at which only holders of another specified class or series of shares are entitled to vote separately as a class or series. Each ClassÂ B Shareholder will be entitled to cast a number of votes per ClassÂ B Share equal to: (i)Â the number that is three times the number of ClassÂ A.1 Shares then issued and outstanding, divided by (ii)Â the number of ClassÂ B Shares then issued and outstanding. 28.6 Except as otherwise expressly provided herein or as required by Law, the ClassÂ A.1 Shareholders and the ClassÂ B Shareholders will vote together and not as separate classes. 28.7 At any time that no ClassÂ A.1 Shares are outstanding or for any vote held only in respect of the ClassÂ B Shares, each ClassÂ B Shareholder will be entitled to cast one vote per ClassÂ B Share. 28.8 Subject to any rights of the holders of any series of Preferred Shares to elect directors under specified circumstances, the holders of the outstanding ClassÂ A.1 Shares and ClassÂ B Shares, voting together, shall be entitled to vote for the election of all directors of the Company. Amendment with Approval of ClassÂ B Shareholders 28.9 In addition to any other approvals required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ B Shares as a class may be added to, changed or removed but only with the approval of the ClassÂ B Shareholders given as hereinafter specified. 28.10 The approval of the ClassÂ B Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ B Shares as a class or in respect of any other matter requiring the consent of the holders of the ClassÂ B Shareholders may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the ClassÂ B Shareholders or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the ClassÂ B Shareholders duly called for that purpose. On every poll taken at every meeting of the ClassÂ B Shareholders as a class, each ClassÂ B Shareholder entitled to vote thereat shall have one vote in respect of each ClassÂ B Share held. Â - 65 - Retraction at the Option of the ClassÂ B Shareholder 28.11 Subject to applicable Law, at any time from and after the date of the issuance of the ClassÂ B Shares, each ClassÂ B Shareholder shall have the right (the â€œClassÂ B Retraction Rightâ€) to require the Company to redeem all or such portion of the ClassÂ B Shares registered in the name of such ClassÂ B Shareholder specified in a Notice of ClassÂ B Retraction delivered to the Company by or on behalf of such ClassÂ B Shareholder (such ClassÂ B Shares being hereafter referred to as â€œTendered ClassÂ B Sharesâ€ and such ClassÂ B Shareholder, the â€œTendering ClassÂ B Shareholderâ€) for the Cash Amount (the â€œClassÂ B Retraction Amountâ€). Notice of ClassÂ B Retraction 28.12 A ClassÂ B Shareholder must deliver a Notice of ClassÂ B Retraction to the registered office of the Company in order to exercise his, her or its ClassÂ B Retraction Right. Satisfaction of Retraction Right 28.13 Upon receipt by Company of a Notice of ClassÂ B Retraction and such additional documents and instruments as the Company may reasonably require, the Company shall redeem the Tendered ClassÂ B Shares on or prior to the Specified ClassÂ B Retraction Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ B Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ B Shares or at the address specified in the holderâ€™s Notice of ClassÂ B Retraction, the ClassÂ B Retraction Amount, and such delivery of such ClassÂ B Retraction Amount by or on behalf of the Company, will be deemed to be payment of and will satisfy and discharge all liability for the ClassÂ B Retraction Right so exercised. 28.14 Each Tendering ClassÂ B Shareholder shall continue to own each ClassÂ B Share subject to any Notice of ClassÂ B Retraction, and be treated as a ClassÂ B Shareholder with respect to each such ClassÂ B Share for all other purposes of these Articles, until such ClassÂ B Share has been redeemed by the Company in accordance with Â§28.11 to Â§28.16. 28.15 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. Withholding Taxes 28.16 Each Tendering ClassÂ B Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ B Shares pursuant to Â§28.11 to Â§28.13 and will be deemed to have authorized the Company to retain such portion of the ClassÂ B Retraction Amount as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any withholding pursuant to this Â§28.16, the Company shall give each Tendering ClassÂ B Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of ClassÂ B Retraction from such Tendering ClassÂ B Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ B Shares subject to such Notice of ClassÂ B Retraction, provide the Tendering ClassÂ B Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ B Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§28.16; provided that any determination with respect to the tax withholding shall be made by the Company in its sole discretion exercised in good faith. Â - 66 - Liquidation Rights 28.17 Upon any Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, subject to the following sentence, the ClassÂ B Shareholders shall be

entitled to be paid out of the assets of the Company legally available for distribution on the Liquidation Date an amount in cash per ClassÂ B Share then held by them equal to the BEP Unit Value for each such ClassÂ B Share. At any time no ClassÂ C Shares are outstanding, the ClassÂ B Shareholders shall be entitled to receive on the Liquidation Date the assets and property of the Company remaining, if any, after the prior payments of the amounts set forth in Â§28.18. 28.18 The rights of the ClassÂ B Shareholders to receive the amount set forth in Â§28.17 is subject to the prior payment of the amounts set forth in Â§26.24(b) and Â§26.24(c) and to the prior rights of holders of all classes and series of Preferred Shares, ClassÂ A.1 Shares, ClassÂ A.2 Shares and any other class of shares ranking in priority or rateably with the ClassÂ B Shares. 28.19 If, upon any such Liquidation Event, the assets of the Company, after payment of any amounts owed to holders of all classes of shares ranking in priority to the ClassÂ B Shares, shall be insufficient to make payment in full to all ClassÂ B Shareholders of the foregoing amounts set forth in Â§28.17 with respect to the Liquidation Event, then such assets (or consideration) shall be distributed among the ClassÂ B Shareholders at the time outstanding, rateably in proportion to the full amounts to which they would otherwise be respectively entitled to receive under Â§28.17. Transfer Restrictions 28.20 The ClassÂ B Shares may not be Transferred to any Person other than to BEP or a Person Controlled by BEP. If any ClassÂ B Shares are Transferred in contravention of the preceding sentence, (i)Â such Transfer shall be null and void, and the Company shall not register or otherwise recognize the Transfer of the ClassÂ B Shares to the transferee, (ii)Â any rights to vote attaching to the ClassÂ B Shares so Transferred may not be exercised by any Person, (iii)Â any payment by the Company on the ClassÂ B Shares so Transferred shall be prohibited and any such payment shall be forfeited, and (iv)Â any rights that an ineligible transferee may have as a result of being a holder of ClassÂ B Shares shall be null and void, in each case, until such time as such Transfer is cancelled. PARTÂ 29 SPECIAL RIGHTS AND RESTRICTIONS CLASS C NON-VOTING SHARES Special Rights and Restrictions 29.1 The ClassÂ C Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 29. Dividend Rights 29.2 Class C Shareholders shall be entitled to receive, as and when declared by the board of directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the board of directors. The ClassÂ C Shareholders shall not be entitled to receive dividends (i)Â unless and until the Company has paid any Unpaid ClassÂ A.1 Dividends or Unpaid ClassÂ A.2 Dividends, and (ii)Â unless and until the Company has paid all of the ClassÂ A.1 Exchange Consideration and ClassÂ A.2 Exchange Consideration owing to any Tendering ClassÂ A.1 Shareholders and Tendering ClassÂ A.2 Shareholders who have submitted Notices of Exchange before the date the board of directors declares a dividend on the ClassÂ C Shares. The record and payment dates for dividends on ClassÂ C Shares shall be such date that the board of directors shall designate for the payment of such dividends. Â - 67 - Stock Dividends 29.3 In the event a dividend is declared and paid on the ClassÂ A.1 Shares and ClassÂ A.2 Shares consisting of ClassÂ A.1 Shares and ClassÂ A.2 Shares, respectively, the board shall, subject to applicable Law, contemporaneously declare and pay on the ClassÂ C Shares an equivalent dividend on a per share basis consisting of ClassÂ C Shares. Ranking of the ClassÂ C Shares 29.4 The ClassÂ C Shares shall, as to the payment of dividends and return of capital in a Liquidation Event, rank junior to the Preferred Shares, the ClassÂ A.1 Shares, the ClassÂ A.2 Shares and the ClassÂ B Shares and senior over any other shares ranking junior to the ClassÂ C Shares with respect to priority in payment of dividends and return of capital in the event of the liquidation, dissolution or winding-up of the Company. Voting Rights 29.5 Except as otherwise expressly provided herein or as required by Law, each ClassÂ C Shareholder shall be entitled to notice of, and to attend, any meetings of shareholders of the Company, but shall not otherwise be entitled to vote at any such meeting. Amendment with Approval of ClassÂ C Shareholders 29.6 In addition to any other approval required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ C Shares as a class may be added to, changed or removed but only with the approval of the holders of the ClassÂ C Shares given as hereinafter specified. 29.7 The approval of the ClassÂ C Shareholders to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ C Shares as a class or in respect of any other matter requiring the consent of the ClassÂ C Shareholders may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the ClassÂ C Shareholders or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the ClassÂ C Shareholders duly called for that purpose. On every poll taken at every meeting of the ClassÂ C Shareholders as a class, each ClassÂ C Shareholder entitled to vote thereat shall have one vote in respect of each ClassÂ C Share held. Retraction at the Option of the ClassÂ C Shareholder 29.8 Subject to applicable Law, at any time from and after the date of the issuance of the ClassÂ C Shares, each ClassÂ C Shareholder shall have the right (the â€œClassÂ C Retraction Rightâ€) to require the Company to redeem all or such portion of the ClassÂ C Shares registered in the name of such ClassÂ C Shareholder specified in an Notice of ClassÂ C Retraction delivered to the Company by or on behalf of such ClassÂ C Shareholder (such ClassÂ C Shares being hereafter referred to as â€œTendered ClassÂ C Sharesâ€ and such ClassÂ C Shareholder, the â€œTendering ClassÂ C Shareholderâ€) for the Cash Amount (the â€œClassÂ C Retraction Amountâ€). Â - 68 - Notice of ClassÂ C Retraction 29.9 A ClassÂ C Shareholder must deliver a Notice of ClassÂ C Retraction to the registered office of the Company in order to exercise his, her or its ClassÂ C Retraction Right. Satisfaction of Retraction Right 29.10 Upon receipt by Company of a Notice of ClassÂ C Retraction and such additional documents and instruments as the Company may reasonably require, the Company shall redeem the Tendered ClassÂ C Shares on or prior to the Specified ClassÂ C Retraction Date. The Company will deliver or cause to be delivered to the Tendering ClassÂ C Shareholder, at the address of the holder recorded in the register of the Company for the ClassÂ C Shares or at the address specified in the holderâ€™s Notice of ClassÂ C Retraction, the ClassÂ C Retraction Amount, and such delivery of such ClassÂ C Retraction Amount by or on behalf of the Company, will be deemed to be payment of and will satisfy and discharge all liability for the ClassÂ C Retraction Right so exercised. 29.11 Each Tendering ClassÂ C Shareholder shall continue to own each ClassÂ C Share subject to any Notice of ClassÂ C Retraction, and be treated as a ClassÂ C Shareholder with respect to each such ClassÂ C Share for all other purposes of these Articles, until such ClassÂ C Share has been redeemed by the Company in accordance with Â§29.8 to Â§29.13. 29.12 Notwithstanding anything to the contrary set forth herein, the Company will not be obligated to redeem Tendered ClassÂ C Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. Withholding Taxes 29.13 Each Tendering ClassÂ C Shareholder shall be required to pay to the Company the amount of any tax withholding due upon the redemption of Tendered ClassÂ C Shares pursuant to Â§29.8 to Â§29.10 and will be deemed to have authorized the Company to retain such portion of the ClassÂ C Retraction Amount as the Company reasonably determines is necessary to satisfy its tax withholding obligations. Before making any tax withholding pursuant to this Â§29.13, the Company shall give each Tendering ClassÂ C Shareholder within three (3)Â Business Days after the Companyâ€™s receipt of a Notice of ClassÂ C Retraction from such Tendering ClassÂ C Shareholder, notice of the Companyâ€™s good faith estimate of the amount of any anticipated tax withholding (together with the legal basis therefor) due upon the redemption of the Tendered ClassÂ C Shares subject to such Notice of ClassÂ C Retraction, provide the Tendering ClassÂ C Shareholder with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid or reduce such tax withholding, and reasonably cooperate with the Tendering ClassÂ C Shareholder in good faith to attempt to reduce any amounts that would otherwise be withheld pursuant to this Â§29.13; provided that any determination with respect to the tax withholding shall be made by the Company in its sole discretion exercised in good faith. Liquidation Rights 29.14 Upon any Liquidation Event, including where substantially concurrent with a BEP Liquidation Event, the ClassÂ C Shareholders shall be entitled to receive on the Liquidation Date the assets and property of the Company remaining, if any, after the prior payments of the amounts set forth in Â§29.15. 29.15 The rights of the ClassÂ C Shareholders to receive the amounts set forth in Â§29.14 is subject to the prior payment of the amounts set forth in Â§26.24(b) and Â§26.24(c) and the prior rights of holders of all classes and series of Preferred Shares, ClassÂ A.1 Shares, ClassÂ A.2 Shares, ClassÂ B Shares and any other class of shares ranking in priority or rateably with the ClassÂ C Shares. Â - 69 - Transfer Restrictions 29.16 The ClassÂ C Shares may not be Transferred to any Person other than to BEP or a Person Controlled by BEP. If any ClassÂ C Shares are Transferred in contravention of the preceding sentence, (i)Â such Transfer shall be null and void, and the Company shall not register or otherwise recognize the Transfer of the ClassÂ C Shares to the transferee, (ii)Â any payment by the

Company on the ClassÂ C Shares so Transferred shall be prohibited and any such payment shall be forfeited, and (iii)Â any rights that an ineligible transferee may have as a result of being a holder of ClassÂ C Shares shall be null and void, in each case, until such time as such Transfer is cancelled. PARTÂ 30 SPECIAL RIGHTS AND RESTRICTIONS CLASS A SENIOR PREFERRED SHARES Special Rights and Restrictions 30.1 Subject to the rights, if any, of the holders of issued shares of the Company, the ClassÂ A Senior Preferred Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 30. Directorsâ€™ Right to Issue in One or More Series 30.2 The ClassÂ A Senior Preferred Shares may be issued at any time or from time to time in one or more series. Before any ClassÂ A Senior Preferred Shares of a series are issued, the board of directors shall, subject to the Business Corporations Act (British Columbia), by resolution: (a) determine the maximum number of shares of any of those series of shares that the Company is authorized to issue, determine that there is no maximum number or, if none of the shares of that series is issued, alter any determination so made, and authorize the alteration of the notice of articles accordingly; (b) alter the articles, and authorize the alteration of the notice of articles, to create an identifying name by which the shares of any of those series of shares may be identified or, if none of the shares of that series is issued, to alter any such identifying name so created; and (c) alter the articles, and authorize the alteration of the notice of articles accordingly, to attach special rights or restrictions to the shares of any of those series of shares, including, but without in any way limiting or restricting the generality of the foregoing, the rate or amount of dividends, whether cumulative, non-cumulative or partially cumulative, the dates, places and currencies of payment thereof, the consideration for, and the terms and conditions of, any purchase, retraction or redemption thereof, including redemption after a fixed term or at a premium, conversion or exchange rights, the terms and conditions of any share purchase plan or sinking fund, the restrictions respecting payment of dividends on, or the repayment of capital in respect of, any other shares of the Company and voting rights and restrictions but no special right or restriction so created, defined or attached shall contravene the provisions of Â§30.3 and Â§30.4, or, if none of the shares of that series is issued, to alter any such special rights or restrictions. Â - 70 - Ranking of the ClassÂ A Senior Preferred Shares 30.3 The ClassÂ A Senior Preferred Shares of each series shall, as to the payment of dividends and return of capital in a Liquidation Event, rank on a parity with the ClassÂ A Senior Preferred Shares of every other series and senior to the ClassÂ B Junior Preferred Shares, the ClassÂ A.1 Shares, the ClassÂ A.2 Shares, the ClassÂ B Shares and the ClassÂ C Shares and over any other shares ranking junior to the Preferred Shares with respect to priority in payment of dividends and return of capital in a Liquidation Event. Voting 30.4 Except as hereinafter referred to or as required by Law or unless provision is made in the articles of the Company relating to any series of ClassÂ A Senior Preferred Shares that such series is entitled to vote, the holders of the ClassÂ A Senior Preferred Shares as a class shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Company. Amendment with Approval of Holder of ClassÂ A Senior Preferred Shares 30.5 In addition to any other approval required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ A Senior Preferred Shares as a class may be added to, changed or removed but only with the approval of the holders of the ClassÂ A Senior Preferred Shares given as hereinafter specified. 30.6 The approval of the holders of the ClassÂ A Senior Preferred Shares to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ A Senior Preferred Shares as a class or in respect of any other matter requiring the consent of the holders of the ClassÂ A Senior Preferred Shares may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the ClassÂ A Senior Preferred Shares or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the holders of the ClassÂ A Senior Preferred Shares duly called for that purpose. On every poll taken at every meeting of the holders of the ClassÂ A Senior Preferred Shares as a class, or at any joint meeting of the holders of two or more series of ClassÂ A Senior Preferred Shares, each holder of ClassÂ A Senior Preferred Shares entitled to vote thereat shall have one vote in respect of each ClassÂ A Senior Preferred Share held. PARTÂ 31 SPECIAL RIGHTS AND RESTRICTIONS CLASS B JUNIOR PREFERRED SHARES Special Rights and Restrictions 31.1 Subject to the rights, if any, of the holders of issued shares of the Company, the ClassÂ B Junior Preferred Shares as a class shall have attached thereto the special rights and restrictions specified in this PartÂ 31. Directorsâ€™ Right to Issue in One or More Series 31.2 The ClassÂ B Junior Preferred Shares may be issued at any time or from time to time in one or more series. Before any ClassÂ B Junior Preferred Shares of a series are issued, the board of directors shall, subject to the Business Corporations Act (British Columbia), by resolution: (a) determine the maximum number of shares of any of those series of shares that the Company is authorized to issue, determine that there is no maximum number or, if none of the shares of that series is issued, alter any determination so made, and authorize the alteration of the notice of articles accordingly; Â - 71 - (b) alter the articles, and authorize the alteration of the notice of articles, to create an identifying name by which the shares of any of those series of shares may be identified or, if none of the shares of that series is issued, to alter any such identifying name so created; and (c) alter the articles, and authorize the alteration of the notice of articles accordingly, to attach special rights or restrictions to the shares of any of those series of shares, including, but without in any way limiting or restricting the generality of the foregoing, the rate or amount of dividends, whether cumulative, non-cumulative or partially cumulative, the dates, places and currencies of payment thereof, the consideration for, and the terms and conditions of, any purchase, retraction or redemption thereof, including redemption after a fixed term or at a premium, conversion or exchange rights, the terms and conditions of any share purchase plan or sinking fund, the restrictions respecting payment of dividends on, or the repayment of capital in respect of, any other shares of the Company and voting rights and restrictions but no special right or restriction so created, defined or attached shall contravene the provisions of Â§31.3 and Â§31.4, or, if none of the shares of that series is issued, to alter any such special rights or restrictions. Ranking of the ClassÂ B Junior Preferred Shares 31.3 The ClassÂ B Junior Preferred Shares of each series shall, as to the payment of dividends and return of capital in a Liquidation Event, rank on a parity with the ClassÂ B Junior Preferred Shares of every other series, junior to the ClassÂ A Senior Preferred Shares and senior to the ClassÂ A.1 Shares, the ClassÂ A.2 Shares, the ClassÂ B Shares and the ClassÂ C Shares and over any other shares ranking junior to the Preferred Shares with respect to priority in payment of dividends and in return of capital in a Liquidation Event. Voting 31.4 Except as hereinafter referred to or as required by Law or unless provision is made in the articles of the Company relating to any series of ClassÂ B Junior Preferred Shares that such series is entitled to vote, the holders of the ClassÂ B Junior Preferred Shares as a class shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Company. Amendment with Approval of Holder of ClassÂ B Junior Preferred Shares 31.5 In addition to any other approval required by Law, the rights, privileges, restrictions and conditions attached to the ClassÂ B Junior Preferred Shares as a class may be added to, changed or removed but only with the approval of the holders of the ClassÂ B Junior Preferred Shares given as hereinafter specified. 31.6 The approval of the holders of the ClassÂ B Junior Preferred Shares to add to, change or remove any right, privilege, restriction or condition attaching to the ClassÂ B Junior Preferred Shares as a class or in respect of any other matter requiring the consent of the holders of the ClassÂ B Junior Preferred Shares may be given in such manner as may then be required by Law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the ClassÂ B Junior Preferred Shares or passed by the affirmative vote of at least two thirds of the votes cast at a meeting of the holders of the ClassÂ B Junior Preferred Shares duly called for that purpose. On every poll taken at every meeting of the holders of the ClassÂ B Junior Preferred Shares as a class, or at any joint meeting of the holders of two or more series of ClassÂ B Junior Preferred Shares, each holder of ClassÂ B Junior Preferred Shares entitled to vote thereat shall have one vote in respect of each ClassÂ B Junior Preferred Share held. Â - 72 - EXHIBIT â€œAâ€ Notice of Exchange NOTICE OF EXCHANGE Â To: Brookfield Renewable Holdings Corporation, as Transfer Agent (the â€œTransfer Agentâ€) PLEASE DELIVER YOUR EXCHANGE REQUEST BY ONE OF THE OPTIONS BELOW: Â Â Via PDF Email (recommended)*: Â Â Â Â Via Mail: Â Â jennifer.mazin@brookfield.com Â *â€ƒâ€‰â€‰You can either scan this document via PDF or take a picture with your phone (send a CLEAR picture of all pages, both front and back within the same email) Â Â â€‚â€‚Brookfield Renewable Holdings Corporation â€‚â€‚181 Bay Street, Suite 300 â€‚â€‚Toronto, Ontario M5J 2T3 This notice is given pursuant to SectionÂ 26.13 and SectionÂ 27.12 of the articles (the â€œArticlesâ€) of Brookfield Renewable Holdings Corporation (the â€œCompanyâ€). All

capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in the Articles. The undersigned hereby notifies the Company that the undersigned desires to have the Company redeem in accordance with the Articles: Â â˜ all ClassÂ A.1 Share(s) registered in the name of the undersigned; or Â â˜ _____ ClassÂ A.1 Share(s) registered in the name of the undersigned. Â â˜ all ClassÂ A.2 Share(s) registered in the name of the undersigned; or Â â˜ _____ ClassÂ A.2 Share(s) registered in the name of the undersigned. For Tendering ClassÂ A.1 Shareholders ONLY: The undersigned Tendering ClassÂ A.1 Shareholder acknowledges that the exchange or acquisition of the Tendered ClassÂ A.1 Shares may be satisfied by the delivery of an equivalent number of BEP Units (subject to adjustment to reflect certain capital events) or its cash equivalent. The form of payment is to be determined by the Company or BEP in its respective sole and absolute discretion. For Tendering ClassÂ A.2 Shareholders ONLY: The undersigned Tendering ClassÂ A.2 Shareholder hereby notifies the Company that the undersigned desires to receive as ClassÂ A.2 Exchange Consideration in accordance with the Articles: Â â˜ the BEP Units Amount; or Â â˜ the BEPC ClassÂ A Share Amount. If the undersigned Tendering ClassÂ A.2 Shareholder has elected to receive the BEP Units Amount, the undersigned acknowledges the Exchange-Redemption Call Right of BEP to acquire all, but not less than all, of the Tendered ClassÂ A.2 Shares from the undersigned and that this notice is and will be deemed to be an offer by the undersigned to sell the Tendered ClassÂ A.2 Shares to BEP in accordance with the Exchange-Redemption Call Right on or prior to the Specified Exchange Date for the ClassÂ A.2 Exchange Consideration (but, for greater certainty, not including the BEPC ClassÂ A Share Amount) and on the other terms and conditions set out in the Articles. If the undersigned Tendering ClassÂ A.2 Shareholder has elected to receive the BEPC ClassÂ A Share Amount, the undersigned acknowledges the Exchange-Redemption Call Right of BEPC to acquire all, but not less than all, of the Tendered ClassÂ A.2 Shares from the undersigned and that this notice is and will be deemed to be an offer by the undersigned to sell the Tendered ClassÂ A.2 Shares to BEPC in accordance with the Exchange-Redemption Call Right on or prior to the Specified Exchange Date for the ClassÂ A.2 Exchange Consideration (but, for greater certainty, not including the BEP Units Amount) and on the other terms and conditions set out in the Articles. The undersigned Tendering ClassÂ A.2 Shareholder acknowledges that the exchange or acquisition of the Tendered ClassÂ A.2 Shares may be satisfied by the delivery of an equivalent number of BEP Units or BEPC ClassÂ A Shares, as applicable (subject to adjustment to reflect certain capital events), or its cash equivalent. The form of payment is to be determined by BEP (with respect to the BEP Units Amount) or by BEPC (with respect to the BEPC Share Amount) in its respective sole and absolute discretion. If the undersigned Tendering ClassÂ A.2 Shareholder has elected to receive the BEPC ClassÂ A Share Amount, please complete the following: Â Â BN Group Ownership Certification Â Â Following the exchange proposed in this Notice of Exchange, the BN Groupâ€™s ownership of shares of BEPC will be as follows: _____. Â â˜â€,â€‰â€‰By checking this box, the undersigned acknowledges that if the board of directors of BEPC, in its sole discretion, determines that the number of Tendered ClassÂ A.2 Shares tendered for the BEPC ClassÂ A Share Amount exceeds the Ownership Cap, then this Notice of Exchange will be automatically amended to reduce the number of Tendered ClassÂ A.2 Shares to a number that would result in the BN Group owning one (1)Â BEPC ClassÂ A Share less than the Ownership Cap. *** The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ A.1 Shares or Tendered ClassÂ A.2 Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ A.1 Shares or Tendered ClassÂ A.2 Shares, as applicable, provided that BEP or BEPC, as applicable, has not exercised its Exchange-Redemption Call Right with respect to the Tendered ClassÂ A.2 Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ A.1 Shares or the Tendered ClassÂ A.2 Shares (rounded down to a whole number of ClassÂ A.1 Shares or ClassÂ A.2 Shares, as applicable) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company and BEP and BEPC that the undersigned has good title to, and owns, the ClassÂ A.1 Share(s) or ClassÂ A.2 Share(s), as applicable, to be acquired by the Company, BEP or an affiliate of BEP (including BEPC) as the case may be, free and clear of all liens, claims and encumbrances whatsoever. Â Â (Date) Â (Signature of Tendering ClassÂ A.1 Shareholder or Tendering ClassÂ A.2 Shareholder) Â (Guarantee of Signature) CURRENCY ELECTION Â (only if exchange or acquisition of the Tendered ClassÂ A.1 Shares or Tendered ClassÂ A.2 Shares is satisfied by the Cash Amount) Â Shareholders domiciled in Canada will receive the Cash Amount in Canadian dollars (CAD) and shareholders domiciled in the United States and all other countries will receive the Cash Amount in U.S. dollars (USD), unless otherwise elected below: Â â˜â€,â€‰â€‰Issue my cash entitlement payment(s) in U.S. dollars (USD). Â â˜â€,â€‰â€‰Issue my cash entitlement payment(s) in Canadian dollars (CAD). Â By electing to receive payment in another currency, the undersigned acknowledges that (a)Â the exchange rate used will be the rate established by the Company on the date the funds are converted; (b)Â the risk of any fluctuation in such rate will be borne by the undersigned; and (c)Â the Company may earn commercially reasonable spread between its exchange rate and the rate used by any counterparty from which it purchases the elected currency. Â Â Payment Delivery Confirmation Â â˜â€,â€‰â€‰By checking this box, the undersigned acknowledges that the Cash Amount, if applicable, resulting from the exchange or acquisition of the Tendered ClassÂ A.1 Shares or the Tendered ClassÂ A.2 Shares, as applicable, will be paid electronically to the Tendering ClassÂ A.1 Shareholder or the Tendering ClassÂ A.2 Shareholder using the electronic payment information as it appears on the dividend register of the Company or instructions that have been provided to the Company. Â NOTE: This panel must be completed and such additional documents as the Transfer Agent may require must be deposited with the Transfer Agent at its principal transfer office in Toronto, Ontario. The BEP Units Amount or BEPC ClassÂ A Share Amount and any payment resulting from the exchange or acquisition of the Tendered ClassÂ A.1 Shares or the Tendered ClassÂ A.2 Shares will be issued and registered in, and made payable to respectively, the name of the Tendering ClassÂ A.1 Shareholder or the Tendering ClassÂ A.2 Shareholder, as applicable, as it appears on the register of the Company. EXHIBIT â€œBâ€ Notice of ClassÂ A.1 Redemption NOTICE OF CLASS A.1 REDEMPTION Â To: ClassÂ A.1 Shareholders of Brookfield Renewable Holdings Corporation (the â€œCompanyâ€) This notice is given pursuant to SectionÂ 26.19 of the articles of the Company (the â€œArticlesâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in such Articles. The Company hereby notifies the ClassÂ A.1 Shareholders that the Company desires to redeem all of the issued and outstanding ClassÂ A.1 Shares in accordance with the Articles. The Company acknowledges that this notice is and will be deemed to be an irrevocable offer by the Company to redeem all of the ClassÂ A.1 Shares on the Specified ClassÂ A.1 Redemption Date for the ClassÂ A.1 Redemption Consideration and on the other terms and conditions set out in the Articles. Â Â Brookfield Renewable Holdings Corporation Â (Date) EXHIBIT â€œCâ€ Notice of ClassÂ A.2 Redemption NOTICE OF CLASS A.2 REDEMPTION Â To: ClassÂ A.2 Shareholders of Brookfield Renewable Holdings Corporation (the â€œCompanyâ€) This notice is given pursuant to SectionÂ 27.20 of the articles of the Company (the â€œArticlesâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in such Articles. The Company hereby notifies the ClassÂ A.2 Shareholders that the Company desires to redeem all of the issued and outstanding ClassÂ A.2 Shares in accordance with the Articles. The Company acknowledges that this notice is and will be deemed to be an irrevocable offer by the Company to redeem all of the ClassÂ A.2 Shares on the Specified ClassÂ A.2 Redemption Date for the ClassÂ A.2 Redemption Consideration and on the other terms and conditions set out in the Articles. Â Â Brookfield Renewable Holdings Corporation Â (Date) EXHIBIT â€œDâ€ Notice of ClassÂ B Retraction NOTICE OF CLASS B RETRACTION Â To: Brookfield Renewable Holdings Corporation (the â€œCompanyâ€) This notice is given pursuant to SectionÂ 28.12 of the articles of the Company (the â€œArticlesâ€). All capitalized words and expressions used in this notice that are defined in the Articles have the meanings ascribed to such words and expressions in such Articles. The undersigned hereby notifies the Company that the undersigned desires to have the Company redeem in accordance with the Articles: __ all ClassÂ B Share(s) registered in the name of the undersigned; or __ _____ ClassÂ B Share(s) registered in the name of the undersigned. The undersigned acknowledges that this notice is and will be deemed to be an irrevocable offer by the undersigned to sell the Tendered ClassÂ B Shares to the Company on

or prior to the Specified ClassÂ B Retraction Date for the ClassÂ B Retraction Amount and on the other terms and conditions set out in the Articles. The undersigned acknowledges that the Company will not be obligated to redeem Tendered ClassÂ B Shares to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable Law. If the Company believes that it would not be permitted by any such requirements or other provisions to redeem the Tendered ClassÂ B Shares, the Company will only be obligated to redeem the maximum number of Tendered ClassÂ B Shares (rounded down to a whole number of ClassÂ B Shares) that would not be contrary to such provisions. The undersigned hereby represents and warrants to the Company that the undersigned has good title to, and owns, the ClassÂ B Share(s) to be acquired by the Company, free and clear of all liens, claims and encumbrances whatsoever. Â Â (Date) Â (Signature of Tendering ClassÂ B Shareholder) Â (Guarantee of Signature) â˜â€ƒPlease check this box if the Cash Amount resulting from the acquisition of the Tendered ClassÂ B Shares is to be mailed to the last address of the Tendering ClassÂ B Shareholder as it appears on the register of the Company. NOTE: This panel must be completed and this certificate, together with such additional documents as the Company may require, must be delivered to the registered office of the Company in Vancouver, British Columbia. Any payment resulting from the acquisition of the Tendered ClassÂ B Shares will be made payable to the name of the Tendering ClassÂ B Shareholder as it appears on the register of the Company and payment resulting from such acquisition will be delivered to such Tendering ClassÂ B Shareholder as indicated above, unless the form appearing immediately below is duly completed. Â Date:â€ƒâ€ƒâ€ƒâ

with us. Â 1.2 The Code and related policies The Code is an important part of our business culture and operations and also an important part of our governance structure, foundational to our business processes and relevant to all aspects of the work that we do. We have adopted the Code and related policies and procedures to preserve our culture and to ensure compliance with legal and regulatory requirements applicable to our activities. We expect and require that you meet the letter and spirit of the Code (and related policies and procedures as updated and/or superseded from time to time). The Code includes references to our specific policies and practices where more detail can be found regarding specific issues that the Code covers at a high level. A list of these policies, which the Code incorporates by reference, can be found in the attached Appendix â€œAâ€. We invite all those who work with us around the globe to read the Code and relevant policies, to understand the way that we would like you to engage with and represent us in our business. Â 1Â For purposes of the Code, â€œtemporary workersâ€ include non-full-time employees and consultants and contractors etc. that work on our premises. The business group retaining a temporary worker is responsible for ensuring that the temporary worker certifies their commitment to comply with the Code. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 3 Â Â 1.3 Staying up to date with the Code We operate in a unique and dynamic environment where change is a constant. While our core beliefs and values will not change, elements of our business and operations may change and as such, the Code will be periodically updated as required. It is important therefore that our personnel refresh themselves with the contents of the Code on a regular basis and remain current on what is expected of them. Compliance with the Code is mandatory, and the consequences of non-compliance can be serious. These are outlined in more detail in SectionÂ 5 of the Code. Â 1.4 Seeking advice When in doubt as to the interpretation or application of this Code, speak to your supervisor, internal legal counsel or the Chief Risk Officer as listed in Appendix â€œCâ€. Â 1.5 Reporting violations If you suspect or know of a violation of this Code, you must report it to the Chief Risk Officer, internal legal counsel as listed in Appendix â€œCâ€, your supervisor or through the Ethics Reporting Line or Website as outlined in Sections 5.3 and 5.4. Â 2. BUSINESS ETHICS AND PRACTICES Â 2.1. Ethical standards Brookfield Renewable requires honesty, integrity and the highest moral and ethical standards from its personnel. The Organizationâ€™s leaders are expected to clearly demonstrate these standards at all times, in all that they do, and to provide a strong example for others to follow. By providing leadership in this way, they will reinforce the business ethics and practices that are expected and promote the business culture that we encourage from our personnel. These standards of behavior apply to everything that we do that is related to our Organization and its business affairs. Â 2.2. Personal and professional behavior It is important to remember that our personal and professional behavior should be consistent with and reinforce a positive public image of the Organization. It is essential that you use good judgment in all your personal and business dealings both inside and outside your role with the Organization when such dealings are linked to, are in respect of or could reflect on the Organization. You should refrain from activities at work and outside of work that could hurt the Organizationâ€™s reputation and that could undermine the relationship of trust between you and the Organization. This includes appropriate professional behavior when using email, the internet, social media, etc. as more specifically set out in our Personal Conflicts of Interest Policy and Disclosure Policy. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 4 Â Â 2.3. Electronic communications All business matters that involve electronic, written communication must be conducted via the Organizationâ€™s email system and/or through other systems provided and approved by the Organization for such use. These systems must be installed by the Organizationâ€™s internal information technology group on your devices. You must always use your e-mail, Internet, telephones and other forms of communication appropriately and professionally. While we appreciate the need for limited use of these tools for personal purposes, your use should not be excessive or detract from your work. Electronic communications relating to business activities may not be conducted through electronic communications system that have not been specifically approved for business activities, including (among others) personal email accounts, personal text messaging, non-approved chat forums and social media. Personnel should not email business information to their personal email accounts or maintain a copy of business information on their personal computers or other non-work electronic devices. When using Organization- provided technologies such as computers, cell phones and voicemail, you should not expect that the information you send or receive is private. Your activity may be monitored to ensure these resources are used appropriately and in compliance with the Organizationâ€™s policies and laws and regulations. Employees should take care when on the Organizationâ€™s email system, other systems and devices to ensure that no viruses, â€œtrojan horsesâ€ or similar items are introduced into the systems or devices, including by clicking on links in phishing emails. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious. Inform the IT Department immediately if you are unsure about the origin of an email or communication or suspect your IT equipment/devices may have a virus. You must be particularly vigilant if you use our IT equipment/devices outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and subject to data protection legislation. The Organizationâ€™s social media policy is that, unless you are expressly authorized, you are strictly prohibited from commenting, or posting about, or otherwise discussing the Organization, its customers and partners, its employees, and its securities, investments and other business matters on all social media forums, including, but not limited to, social networks, chat rooms, wikis, virtual worlds and blogs (collectively, â€œsocial mediaâ€). You are a representative of the Organization when engaging in online activities and you must ensure that your behavior online, including on social media, is appropriate and consistent with our values. Â 2.4. Integrity guide In most situations, honesty and integrity will guide our decisions and actions, but the Code and our policy framework cannot cover every situation or dilemma you could face. When you are not sure of the ethical action or inaction to take in the context of your work, role or with respect to the Organization, always act in the best interests of the Organization and ask yourself the following questions: Â Â â€¢ Â Is it illegal? Â Â â€¢ Â Does it conflict with the best interests of the Organization? Â Â â€¢ Â Would you feel uncomfortable if your actions became public knowledge? Â Â â€¢ Â Do you have a personal interest that has the potential to conflict with the Organizationâ€™s interest? If you think that the answer is â€œyesâ€ to any of these questions, you should consider whether your proposed conduct is appropriate and seek advice from the Chief Risk Officer, internal legal counsel as listed in Appendix â€œCâ€ or your supervisor. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 5 Â Â Any concerns about potential or suspected unethical, unprofessional, illegal, fraudulent or other questionable behavior must be reported according to the process outlined at SectionÂ 5.3. Â 2.5. Conflicts of interest Conflicts of interest should be avoided or resolved as they undermine our ability to act in the best interests of the Organization. A conflict of interest occurs when a personâ€™s private interest inclines the person, consciously or unconsciously, or appears to incline the person to act in a manner which is not in the interests of the Organization. You may have a conflict of interest if you are involved in any activity that prevents you from performing your duties to the Organization properly, or that may create a situation that could affect your ability to act objectively, effectively and in the best interests of the Organization. Further details and examples of potential conflicts of interest and how to address them can be found in the Organizationâ€™s Personal Conflicts of Interest Policy. We expect that all personnel will act honestly and ethically and in the best interests of the Organization by avoiding actual and perceived conflicts of interest in their personal and professional relationships, which includes competing with the Organizationâ€™s business. While we respect your right to manage your personal affairs and investments and we do not wish to intrude on your personal life, you should place the Organizationâ€™s interest in any business transaction ahead of any personal interest. â€œOther Business Activities,â€ otherwise known as â€œOBAsâ€ include any business activities outside the scope of oneâ€™s role with the Organization, including any activity as an employee, independent contractor, sole proprietor, officer, director, or partner of another business organization, regardless of whether compensation is involved. Personnel must receive approval from the CEO and the Organizationâ€™s internal legal counsel prior to accepting an OBA. Directors of the Organization must advise the Chair of the Board of Directors prior to taking on any OBAs. Subject to any local regulatory requirements, prior approval is not required to serve on boards of charities or small, private family holding companies that have no relation to the Organization. For greater clarity, approval is not needed to serve on the board of a family holding company which is an extension of oneâ€™s personal business affairs; however, it is needed to serve on the board of a private

operating business with significant operations. When in doubt as to whether you need to obtain permission, ask the Organizationâ€™s internal legal counsel. Â 2.6. Fair dealing We must always deal fairly with the Organizationâ€™s security holders, partners, customers, clients, suppliers and personnel, without taking an unfair advantage through illegal or unethical conduct, manipulation, concealment, abuse, improper use of confidential information, misrepresentation of facts or any other unfair dealing practice. Â 2.7. Safeguarding the Organizationâ€™s property and assets We are the stewards of the assets and resources of Brookfield Renewable and we must at all times act in a manner which protects, enhances and safeguards these resources from loss, damage, theft, misuse or waste and must not do anything that may harm them. The Organizationâ€™s property and assets may only be used for the benefit of the Organizationâ€™s operations and may not be utilized for personal gain or the benefit of others. This includes not only our power generating assets and other physical, tangible goods such as office supplies, furniture, computers and information technology devices, but also intangible items such as the Organizationâ€™s name, logo, letterhead, intellectual property, applications and other proprietary assets. Similarly, the Organizationâ€™s assets must not be used for illegal purposes and if you become aware of any such improper use, you must report it according to the process outlined at SectionÂ 5.3. Also, you should not expect that your use of the Organizationâ€™s information technology is private, as at any time we may monitor any and all activity to ensure these assets are being appropriately used. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 6 Â Â 2.8. Protect confidential information concerning Brookfield Renewable Our information and records are also valuable corporate assets that must be managed with due care and kept confidential. We must each take steps to protect the Organizationâ€™s proprietary and confidential information as well as similar information of others, whether third parties or our personnel, that in many cases we are contractually or legally bound to keep confidential. Confidential information includes, but is not limited to, material non-public information, all confidential memos, notes, lists, records and other documents in your possession, in hard and soft copy. Our Disclosure Policy outlines specific guidelines on the maintenance of confidentiality and controls around disclosure of the Organizationâ€™s confidential information, including rules around communications with the media or the public. The Organization collects personal data regarding individuals both inside and outside the Organization where we have the lawful basis for doing so in the ordinary course of our business. Personal data includes, among other things, sensitive personal, medical and financial information. We should take all reasonable steps to only hold personal data for as long as we have a need to retain it. Collection and use of personal data are subject to various legal and regulatory requirements. You must take all reasonable steps to ensure that personal data is kept confidential and accessed only by those individuals at the Organization that have a need to know this information to carry out their duties. In addition, if it is necessary to the conduct of business to disclose personal data to a third party (e.g., so that a third party may provide services to the Organization) then you must ensure that such transfer complies with applicable legal and regulatory requirements. This may include ensuring the third party is subject to a written agreement which contains confidentiality obligations and, where relevant, other obligations which must be included under the data protection laws of certain jurisdictions in which we operate or have clients or investors. In all other cases, you may only disclose personal data pursuant to a legal or regulatory requirement. Â 2.9. Social license to operate We understand that our operations depend upon the support of local communities and the networks of other stakeholders in the areas where we own and operate assets. Our activities taken as a whole contribute to forming the beliefs, perceptions and opinions of these communities and enable us to earn their trust by establishing our credibility over time. This credibility and legitimacy are usually developed on a site by site basis and is not permanent, as opinions can change based upon our actions. Building strong partnerships with communities where we operate and develop projects is critical to the success of our Organization. Furthermore, a key element of our development strategy is to involve the public and stakeholders, including any Indigenous communities, early on in the process. We expect all personnel at all times to act in a manner that will enhance this credibility and trust and thus ensure that the social license we have to operate our business or successfully develop projects can be maintained and strengthened. Â 2.10. Financial and business records Ensuring accurate and complete financial and business records is important to our business. The books and records of the Organization must reflect in reasonable detail all the transactions of the Organization in a timely and accurate manner in order to allow the preparation of accurate financial statements. Further, we have the responsibility to ensure that public disclosures of our information are made honestly and accurately. The Disclosure Policy sets standards pertaining to public disclosures. We must also comply with any document retention policies and with legal and regulatory requirements that relate to document retention, especially in the event of imposed legal holds relating to litigation. Document retention is dealt with in the various policies of the Organization. If in doubt as to their application, you should seek advice from the Chief Risk Officer, internal legal counsel as listed in Appendix â€œCâ€ or your supervisor. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 7 Â Â 3. A POSITIVE WORK ENVIRONMENT Â 3.1. Our work environment Brookfield Renewable provides a dynamic work environment that fosters a team approach to achieving results. We encourage open and transparent communications amongst team members to work together toward the business goals of the Organization, and value people who demonstrate a commitment to our shared success above any personal accomplishment. This requires humility and the ability to deal with others across all levels of the Organization in a respectful way in order to facilitate the exchange of different views and ideas. Accountability is a key characteristic of our culture. We value people who take ownership of their work and drive results through practical approaches that meet business needs. We strive to create a working environment that allows employees to be effective and nimble. Brookfield Renewable always puts safety first and places great importance on our working environment and culture. We continuously strive to achieve excellence in safety, security, and environmental performance and to be industry leaders in accident prevention and security risk management. The management of safety and our performance is a shared responsibility and extends through to all of our personnel. We are also committed to being a good corporate citizen and maintaining a leadership position in sustainable development while managing a successful business. We have a common responsibility to live and uphold our values every day. The overall objective of Brookfield Renewable is to provide a work environment where people feel they can participate fully in the success of the business, and are recognized for their contribution, which allows us to attract and retain the very best talent for the Organization. We are aligned by the culture and values that we share across our global organization and we believe that these are the foundation of our success. Â 3.2. Zero tolerance for discrimination and harassment Brookfield Renewable has zero tolerance for workplace violence, discrimination, harassment and bullying. Details are contained in our Positive Work Environment Policy. Any indication that such behavior is taking place must be reported according to the process set out at SectionÂ 5.3. Further, we will not tolerate retaliation against anyone who makes a good faith report of violence, discrimination, harassment or bullying or any report of any nature, or who cooperates with the investigation of a report. We are committed to conducting business in an ethical and responsible manner, including by carrying out our activities in a manner that respects and supports the protection of human rights, including but not limited to: Â Â a. operating with leading health and safety practices to support the goal of zero serious safety incidents; Â Â b. striving to ensure that the interests, safety and well-being of the communities in which we operate are integrated into our business decisions; Â Â c. the elimination of discrimination in employment; Â Â d. the prohibition of child and forced labour; and Â Â e. the eradication of harassment and physical or mental abuse in the workplace. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 8 Â Â We strive to embed these standards into all our core business activities, including training, communications, contracts and due diligence processes as appropriate. These interactions extend to interactions with our key suppliers and partners. Â 3.3. Setting the tone Our culture and values are derived from the direction and example set by our leaders and permeate the whole Organization. All personnel should be aligned with the values of the Organization in everything we do. Brookfield Renewable has an environment that recognizes people who act like owners and make confident, practical decisions that drive results. We take our direction from leaders who build strong teams, inspire confidence and respect; these traits are promoted and rewarded across the Organization. We expect our leaders to always act ethically and lead by example, demonstrating our corporate values with humility and always placing our shared success above personal accomplishment. Â 3.4. World class safety culture We are committed to protecting our personnel and all people who access our facilities. We meet

and often exceed legislative and regulatory requirements as well as industry standards. Our practices are laid out in our health and safety policy framework and our Health, Safety, Security and Environmental Policy. Compliance with such policy, practices and framework is mandatory and we continuously strive to achieve excellence in managing safety and to be industry leaders in the prevention of high risk incidents. Our safety culture is built on the following principles: Â Â â€¢ Â We care about the safety of all people who access our assets; Â Â â€¢ Â We believe safety management and performance is a shared responsibility; Â Â â€¢ Â We believe that every accident should be preventable and we seek to promote transparency and to continuously improve performance; and Â Â â€¢ Â We use a managed system integrated with all of our business practices with a greater focus on: Â Â â€¢ Â Achieving zero high risk safety events; Â Â â€¢ Â Promoting the use of barriers to prevent serious safety incidents; and Â Â â€¢ Â Aggressively and continuously improving performance. Â 3.5. Corporate social responsibility We are an active partner in the communities in which we operate and develop projects. We are committed to understanding, minimizing, and managing the potential environmental impacts and public safety hazards associated with our operations and activities. We strive to protect and enhance the ecosystems near our assets, and to be a strong corporate presence in the communities affected by our activities, while managing a successful and sustainable business. We operate in sensitive environments such as river systems where we continuously strive to reduce and mitigate the impact and risks that our operations can create. Our business principles reflect the Organizationâ€™s commitment to sustainable development; it drives our business model, measures our performance and ensures that we take a comprehensive approach in delivering results to our stakeholders. Our environmental performance forms part of our social license; environmental considerations are included in all operational decisions with related risks identified and reported. We also take into account the expectations of stakeholders and especially the impact that our operations may have on affected communities. We give back to the communities in which we live and work and work hard to maintain and enhance our reputation as a good corporate citizen. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 9 Â Â 3.6 Sustainability Management Our sustainability principles are embedded through our operations and are integral to building resilient businesses and creating long-term value for our investors and other stakeholders. These include: Â Â 1. Mitigate the impact of our operations on the environment: Â Â a. Strive to minimize the environmental impact of our operations and improve our efficient use of resources over time Â Â b. Support the goal of net zero greenhouse gas (GHG) emissions by 2050 or sooner Â Â 2. Strive to ensure the well-being and safety of employees: Â Â a. Foster a positive work environment based on respect for human rights, valuing diversity, and zero tolerance for workplace discrimination, violence or harassment Â Â b. Operate with leading health and safety practices to support the goal of zero serious safety incidents Â Â 3. Uphold strong governance practices; Â Â a. Operate to the highest ethical standards by conducting business activities in accordance with our Code of Business Conduct and Ethics Â Â b. Maintain strong stakeholder relationships through transparency and active engagement Â Â 4. Be good corporate citizens: Â Â a. Strive to ensure the interests, safety and well-being of the communities in which we operate are integrated into our business decisions Â Â b. Support philanthropy and volunteerism by our employees Â 4. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES Â 4.1 General principles It is expected that all personnel of the Organization know and comply with all laws, rules and regulations (collectively the â€œLawsâ€) applicable to their position. Many of the Organizationâ€™s activities are subject to specific, complex and changing Laws. All personnel must make every reasonable effort to have a working knowledge, at a level appropriate to their position, of the Laws affecting our activities and to exert due diligence in complying with the Laws. If there is any real or apparent conflict between the Code (and other policies of the Organization) and the Laws, you should comply with the Laws. If you have any doubts as to the applicability or interpretation of any Law or policy, you should obtain advice from your supervisor or the Organizationâ€™s internal legal counsel as listed in Appendix â€œCâ€. Â 4.2 Scope of Applicable Laws, Regulations, Compliance and Governance As a global organization, Brookfield Renewable operates in a wide range of legal jurisdictions and regulatory environments. This means that we have an obligation to strictly comply with all Laws that apply to the geographic areas in which we operate. In addition to geographic scope, the nature of our operations also exposes us to differing kinds of Laws, some generic, and some of which are specific to our industry. For example, given the importance that many countries place on the need for reliable and dependable sources of electricity, governments have implemented specific Laws, and created regulatory authorities, to better manage the energy industry. Thus, businesses like ours are required to comply with Laws specific to the energy industry as well as rules implemented by these regulatory authorities. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 10 Â Â In addition, because the Organizationâ€™s contracts and agreements govern our business relationships, we have put in place a Delegation of Authority Policy to ensure that any contract entered into or commitment of funds for capital or operational expenditures by the Organization has the appropriate level of approval. As a result, personnel who enter into contracts or commitments on behalf of the Organization must have proper authorization, including internal legal review. Â 4.3 Market rules and commercial obligations In certain jurisdictions where we operate, we have established Power Marketing Groups that are responsible for selling the energy and related products, including renewable attributes, generated by our assets. The principal marketing strategies of the Organization are designed to achieve stable cash flows. This is primarily achieved by entering into long term power sales agreements. Our obligations are clearly defined in these power sales agreements and compliance with the terms of these agreements is mandatory, subject to applicable Laws. From time to time, power that is uncontracted will be sold in short term markets, subject to the Organizationâ€™s risk management policies specific and applicable to those activities and markets. Compliance with such policies is mandatory. Â 4.4 Operational rules, regulations and licenses In addition to the market rules for our energy trading operation, our activities are also regulated by a complex array of Laws which frames the operation of the generation, transmission and distribution of electricity. Brookfield Renewable personnel are required to strictly adhere to all of these various Laws. The power facilities owned and operated by the Organization are often subject to licensing processes in each jurisdiction. The operating groups are required to have a working knowledge of the licenses and permits and to comply with their terms. Â 4.5 Securities laws and insider trading Brookfield Renewableâ€™s limited partnership units are publicly traded on both the Toronto and New York Stock exchanges. The Organization is bound by the securities legislation and legal and regulatory requirements for the public disclosure of information, including insider trading Laws (which affect the ability to trade securities of the Organization, public affiliates of the Organization or unrelated publicly-traded entities in certain circumstances). Strict adherence to these Laws is expected by personnel to the extent that they apply to their role in the Organization. Suspected breaches of these Laws must be reported according to the process outlined at Section 5.3. Further information and obligations on insider trading and tipping can be found in the Organizationâ€™s Disclosure Policy and Personal Trading Policy. Â 4.6 Anti-bribery and anti-corruption Brookfield Renewable strictly prohibits any and all forms of bribery and/or corruption and we are subject to various Laws with respect to bribery and corruption in all countries where we operate. In recent years, regulators have enacted more stringent Laws with respect to bribery in business transactions and notably those involving public or government officials. Complying with these Laws is mandatory and is consistent with our commitment to conducting transactions with honesty and integrity. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 11 Â Â Given the nature of our business, and the regulated energy environment that we operate in, we do have regular contact with various government agencies and their representatives. Thus in order to ensure that we remain compliant with the relevant Laws, the Organization has adopted an Anti-Bribery and Anti-Corruption Policy where specific information is provided about i) the prohibition and prevention of bribery and corruption, ii) dealings with public officials, iii) the due diligence steps when retaining contractors and suppliers, iv) giving or receiving gifts, v) the treatment of political and charitable donations, vi) the requirement for all transactions to be recorded accurately and completely and vii) other important matters. Â 4.7 Anti-money laundering The Organization is strongly committed to preventing the use of its operations for money laundering, the financing of terrorism, or other criminal activities, and will take appropriate actions to comply with applicable anti-money laundering laws. Accordingly, the Organization has procedures for conducting anti-money laundering due diligence on investments and divestments and will take such actions as it deems appropriate from time to time in order to comply with applicable anti-money laundering laws. Â 5. COMPLIANCE WITH THE CODE Â 5.1

Certification As outlined at the beginning of the Code, all personnel must be familiar with its content and will be provided with a copy of the Code (or with electronic access to the Code via the Organizationâ€™s intranet) upon commencement of employment. On joining the Organization and upon request from time to time, personnel will be required to sign an acknowledgement regarding the Code as outlined at Appendix â€œBâ€. Further to this process all personnel are required to keep up to date with changes to the Code and related policies over time. Management level personnel must also fulfill the requirements of an annual re-certification process as determined by the Organization. Â 5.2 Third Parties The Code will also apply to, where necessary and appropriate, outside parties working for or acting on behalf of the Organization including but not limited to, business associates, partners, agents, intermediaries, representatives, suppliers, contractors, third party service providers and consultants (collectively â€œThird Partiesâ€). Internal legal counsel or the Chief Risk Officer can assist in any determination of whether any such Third Parties should be required to be pre-qualified and periodically re-certified to ensure that they will comply with the Code and that they are suitably qualified to operate in our environment. Â 5.3 Reporting violations of the Code Brookfield Renewableâ€™s personnel have an obligation to adhere to the ethical standards in the Code. If you witness behavior on the part of the Organizationâ€™s personnel or any Third Party that you believe is suspect or unethical, or that may represent a violation of the Code you must promptly report it. Internal reporting is important to the Organization and it is both expected and valued. Brookfield Renewable takes all reports seriously, and every report received will be assessed and where necessary, appropriate investigation will be undertaken. The confidentiality of reported violations will be maintained where possible, consistent with the need to conduct an adequate review and subject to applicable Laws. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 12 Â Â No retribution or retaliation will be taken against any person who has made a report based on the reasonable, good faith belief that a member of the personnel or any of our Third Parties has engaged, or is about to engage, in criminal conduct or conduct in violation of the Code, other policies and procedures of the Organization, or any applicable Laws. Your report will be accepted as good faith compliance with the Code but does not necessarily absolve you (if you are involved) or anyone else of the breach or suspected breach of the Code. The Organization reserves the right to discipline you, up to and including termination for cause, if you make an accusation without a good faith, reasonable belief in the truth and accuracy of the information or if you knowingly provide false information or make false accusations. â€œReasonable beliefâ€ does not mean that the information that you provide has to be correct, but it does mean that you must reasonably believe that the information is truthful and demonstrates at least a possible violation of the Code. If an employee believes that they have been unfairly or unlawfully retaliated against, they are encouraged to make a report as described below. Reports should in the first instance be made to the Chief Risk Officer, internal legal counsel as listed in Appendix â€œCâ€ or your supervisor who will ensure that the information is properly handled and escalated, as necessary. In the event that this does not appear to be an appropriate avenue because of the nature or the content of the report, it should be made to the Ethics Reporting Line or Website. Please see Appendix â€œCâ€ for the ways in which you can contact the Chief Risk Officer or internal legal counsel. Â 5.4 Ethics reporting channels The Ethics Reporting Line is managed by an independent third party called the Network and allows anyone to anonymously report suspected unethical, illegal or unsafe behavior, in English, French, Portuguese and other languages, toll-free, 24 hours a day, 7 days a week. Anonymous reports can also be made online using the Ethics Reporting Website, which is also managed by the Network and is offered 24 hours a day, 7 days a week in the same languages as the telephone line. Please see Appendix â€œCâ€ for the contact details of the Ethics Reporting channels. Â 5.5 Disciplinary action for Code violations Brookfield Renewable will impose discipline on individuals found to have breached the Code or other policies in a manner that is fair, consistent and that reflects the nature and facts of the violation. Anyone, subject to the Code who violates it, may face disciplinary actions up to and including termination of his or her employment for cause and without notice. The violation of this Code may also violate certain applicable Laws. If the Organization discovers a violation of any Laws, it may refer the matter to the appropriate authorities, which could lead to penalties, fines or imprisonment and other liability. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 13 Â Â APPENDIX A LIST OF KEY POLICIES Â Â â€¢ Â Anti-Bribery and Anti-Corruption Policy Â Â â€¢ Â Disclosure Policy Â Â â€¢ Â Delegation of Authority and Commitment Policy Â Â â€¢ Â Health, Safety, Security and Environmental Policy Â Â â€¢ Â Personal Conflicts of Interest Policy Â Â â€¢ Â Personal Trading Policy Â Â â€¢ Â Positive Work Environment Policy Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 14 Â Â APPENDIX B STATEMENT OF COMPLIANCE CODE OF BUSINESS CONDUCT AND ETHICS STATEMENT OF COMPLIANCE Â Â All directors, officers, employees, appropriate agents and third parties must complete this Statement of Compliance or otherwise certify electronically as directed by the Organization from time to time. I have reviewed and understand the Code of Business Conduct and Ethics (the â€œCodeâ€) of Brookfield Renewable Partners L.P. (the â€œOrganizationâ€) for personnel and certain third parties. I hereby agree to comply with the Code, including its provisions for non-disclosure of information both during and after appointment or employment. To the best of my knowledge, I am not involved in any situation that conflicts or might appear to conflict with the Code. I also agree to notify the Organization by one of the methods outlined at SectionÂ 5.3 of the Code immediately of any change that might adversely affect my compliance with the Code. Â Â Â Name: Â Â Â Â Â Â (Please print) Â Â Organization: Â Â Â Â Position: Â Â Â Â Â Branch/Department: Â Â Â Â Â Location: Â Â Â Â Â Date and Signature: Â Â Â Â Â Â Â Â Â (mm/dd/yy) Â Â (Signature) Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 15 Â Â APPENDIX C CONTACT INFORMATION FOR POLICY INTERNAL LEGAL COUNSEL Â Jennifer Mazin Â Â (416) 369-3369 Â Â jennifer.mazin@brookfield.com Adrienne Moore Â Â (416) 369-4912 Â Â adrienne.moore@brookfield.com Ronnie Ollo Â Â (416) 369-6015 Â Â ronnie.ollo@brookfield.com William Fyfe Â Â (416) 369-2330 Â Â william.fyfe@brookfield.com Alexander Metz Â Â (646) 992-2514 Â Â alexander.metz@brookfieldrenewable.com Carlos Gustavo Andrioli Â Â +55 (21) 2439 5156 Â Â gustavo.andrioli@elera.com Emmanuelle Rouchel Â Â +44 (20) 7408 8470 Â Â emmanuelle.rouchel@brookfield.com Wayne Su Â Â +86 21 2306 0743 Â Â wayne.su@brookfield.com Tanya Mehta Â Â +91 22 6600 0716 Â Â tanya.mehta@brookfield.com Fernando Arbelaez Soto Â Â +57 (604) 325 6940 Â Â farbelaez@isagen.com.co CHIEF RISK OFFICER Brian Cook Â Â (819) 639-8441 Â Â brian.cook@brookfield.com Â ETHICS REPORTING LINE: Â Â Australia â€“ 1800957963 Â Â Japan â€“ 0800-123-9234 Barbados â€“ 1-833-388-0834 Â Â Luxembourg â€“ 80027819 Bermuda â€“ 1-833-388-0833 Â Â Mexico â€“ 01800-436-0065 Brazil â€“ 0800 550 0049 Â Â New Zealand â€“ 0800 450 194 Canada â€“ 1-800-665-0831 Â Â Peru â€“ 0800 74879 Cayman Island â€“ 833-425-1502 Â Â Portugal â€“ 800815087 Chile â€“ 800914483 Â Â Qatar â€“ 800-0249 China â€“ 86 21 8036 5429 Â Â Singapore â€“ 8004922253 Colombia â€“ 01-800-5189736 Â Â South Korea â€“ 080-880-0303 France â€“ 0800-91-2964 Â Â Spain â€“ 900751347 Germany â€“ 0800 182 1227 Â Â Switzerland â€“ 0800-225-163 Hong Kong â€“ 800967085 Â Â United Arab Emirates â€“ 800 0120127 India â€“ 000 800 0502 237 Â Â United Kingdom and Northern Ireland â€“ 0800 652 6598 Ireland â€“ 1800849310 Â Â United States â€“ 1-770-613-6339 Uruguay â€“ 000 416 205 6408 Online (Rest of the world) â€“ www.brookfield.ethicspoint.com Online (Elera) â€“ www.canalconfidencial.com.br/elera Online (China, except Hong Kong) â€“ https://brookfield.whispli.com.cn/pages/renewables Note: The type of reports that can be made to the Ethics Reporting Line and Website may be restricted in certain jurisdictions under applicable local law. Please contact the Network for further details on such restrictions. Â Code of Business Conduct and Ethics â€“ May 2024 Â Â Page 16 EX-99.15 16 d168282dex9915.htm EX-99.15 EX-99.15 Exhibit 99.15 NOTICE OF CHANGE IN CORPORATE STRUCTURE Pursuant to SectionÂ 4.9 of National Instrument 51-102 Continuous Disclosure Obligations Â 1. Names of the Parties to the Transaction Brookfield Renewable Holdings Corporation (formerly Brookfield Renewable Corporation) (â€œOld BEPCâ€) Brookfield Renewable Corporation (formerly 1505127 B.C. Ltd.) (â€œBEPCâ€) Brookfield Renewable Partners L.P. (â€œBEPâ€) Brookfield Corporation (â€œBNâ€) Â 2. Description of the Transaction On DecemberÂ 24, 2024, BEPC completed the previously announced plan of arrangement (the â€œArrangementâ€) pursuant to which, among other things, (i)Â the public holders (those holders other than BN and its subsidiaries) of class A exchangeable subordinate voting shares (â€œOld ClassÂ A Sharesâ€) of Old BEPC exchanged their Old ClassÂ A Shares on a one-for-one basis for class A exchangeable subordinate voting shares (â€œClassÂ A Sharesâ€) of BEPC; (ii)Â BN and its subsidiaries exchanged their Old ClassÂ A Shares on a one-for-one basis for class A.2 exchangeable non-voting shares (â€œClassÂ A.2

Sharesâ€) of Old BEPC, which are exchangeable for ClassÂ A Shares or limited partnership units of BEP on a one for one basis, subject to the Ownership Cap (as defined below); (iii) Old BEPC was renamed Brookfield Renewable Holdings Corporation and will cease to be a reporting issuer in each province and territory of Canada (the â€œJurisdictionsâ€); (iv) the Old ClassÂ A Shares were delisted from the Toronto Stock Exchange (â€œTSXâ€) and the New York Stock Exchange (â€œNYSEâ€); (v) BEPC was renamed Brookfield Renewable Corporation (the name of Old BEPC prior to consummation of the Arrangement); (vi) the ClassÂ A Shares were listed on the TSX and the NYSE under the symbol â€œBEPCâ€ (the ticker symbol previously used for the Old ClassÂ A Shares); and (vii)Â BEPC became a reporting issuer in Canada. The ClassÂ A.2 Shares are subject to a restriction that limits the exchange by BN and its subsidiaries of ClassÂ A.2 Shares such that exchanges by BN and its subsidiaries may not result in BN and its subsidiaries owning 9.5% or more of the aggregate fair market value of all issued and outstanding shares of BEPC (the â€œOwnership Capâ€). Â 3. Effective Date of the Transaction DecemberÂ 24, 2024. Â 4. Name of Each Party, if Any, that Ceased to be a Reporting Issuer After the Transaction and of Each Continuing Entity Old BEPC has applied to cease to be a reporting issuer in each of the Jurisdictions. BEPC became a reporting issuer in each of the Jurisdictions upon completion of the Arrangement. Â 5. Date of the Reporting Issuerâ€™s First Financial Year-End After the Transaction DecemberÂ 31, 2024. Â 6. Periods, Including the Comparative Periods, if Any, of the Interim Financial Reports and the Annual Financial Statements Required to be Filed for the Reporting Issuerâ€™s First Financial Year After the Transaction Following completion of the Arrangement and in accordance with section 4.7 of National Instrument 51-102 â€“ Continuous Disclosure Obligations, the first financial statements that BEPC is required to file are the audited annual financial statements of BEPC for the year ending DecemberÂ 31, 2024. Â 7. Documents Filed under NI 51-102 that Describe the Transaction and Where those Documents can be Found in Electronic Format Further information regarding the Arrangement is contained in: Â Â (a) the news release dated OctoberÂ 9, 2024 of Old BEPC; Â Â (b) the material change report dated OctoberÂ 11, 2024 of Old BEPC; Â Â (c) the management information circular of Old BEPC dated OctoberÂ 23, 2024 in connection with the special meeting of holders of Old ClassÂ A Shares and class B multiple voting shares of Old BEPC; and Â Â (d) the news release dated DecemberÂ 20, 2024 of Old BEPC. Copies of these materials have been filed on SEDAR+ and are available under Old BEPCâ€™s profile at www.sedarplus.ca. Â DATE: â€fDecemberÂ 24, 2024. Â - 2 - GRAPHIC 17 g168282ds004.jpg GRAPHIC begin 644 g168282ds004.jpg M_]C_X 02D9)1@ ! $ 8 !@ #__@ ?3$5!1"!496-H;F]L;V=I97,@26YC M+B!6,2XP,0#_VP"$ @&!@<&!0@'!P<*"0@*#18.#0P,#1L3%! 6(!PB(1\< M'QXC*#,K(R8P)AX? +#TM,#4V.3HY(BL_0SXX0S,X.3H.$A8:' MB(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4U=;7 MV-G:X>+CY.7FY^CIZO'R_3U]O?X^?H1 (! @0$ P0'!00$ $"=P ! @,1 M! 4A,08205$'87$3(C*!"!1"D:&QP0DC,U+P%6)RT0H6)#3A)? $7&!D:)BH*#A(6& MAXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7&Q\C)RM+3U-76 MU]C9VN+CY.7FY^CIZO+S]/7V]_CY^O_ !$(!8 8P,!$0 "0#$0'_V@ , M P$ A$#$0 _ /1/%WCVY\-Z_:Z3;:8;V:XB$B@/@DDD8'Y5TTJ'M(\S=CFJ MU_9RY;$?A[XC/JOB2/0M1TJ6PNY%+)N;.< G^0-%3#\L.=.Z%3K\T^5JQVR7 MML[;$N(V?.W <$Y]*YM4=*:>@TZE9+/Y#7D(ESC89!N_*G9VT1/,K[DLUU!; M)OGF2)/[SL *25]BFTMRK<:G FF7-[;R).L,;/\ (X(.!G&1346WRDN2M=&= MX9\31Z[X9M=8G"6BSEAM9^!AB.OX5=2FX3Y2*=13C=F+XD\?R:/XDLM&L+); MR6X0.6\S .?Z FM*='F@Y,B=:TU%&SHNOW>HZSJ=E<60@ALWVI+Y@/F#)&< M=NE9SBHI,N$W)M,V()1LI9C#'=PO*/X%D!/Y5'*T:0? $:&XN/BEH<%I!0DQ_@.Y^:[\/)1HRNKG!75ZRU*^EQS:#\6[.+5;I=5N[B,*EPC?ZO((Z? M0'\#3DU*@VM+$1TK:NX[P;I0FN? $NO"69KG3IYS;QAOE+;6ZCO17G;EA;0NC M!OFE1+0A1BZ?/?4M2 MS2^*=9\':?KDKPVLUCYKKNQYK_,!GZA1^=394U*4=[E-N32EL2V\:Z#X_P!< MT72Y6.F2:?*[1;LK&?+SQ^/\Z3O.G&I):W!6A-QCM8YGP_>32-X:M];C>+P_ M'-(D9!PLCEBBZE8V]O:SB0.MVUX TQ)Z$$^M6Y4TW%DJ,[*2-B:ZGM/'7C MJY@RLZ:& M"/;:*UC/]\X=+&,H_NE/J?0NG_\ (-M? ^N2_R%>7+XF>K'X487B'P'HGB:^C MO-229I8T\M=DFT8R3_4UI3K2IJR,YT8S=V)H7P_\/>'KP7=E:,;D9"RRN6*Y M].PHG6E-681H0B[HOZ-X9T[0OMGV)9!]LE,LN]MV6-3.I*;NRHTXQ5D8$OPI M\,2:B;KRKA8R^]K99<1$_3&?UJ_;S(]A V->\&Z-XCM(;>]@9? (XA>([6C'H M#Z<5$*DH.Z*E2C)69%HW@;1="LKJWM8I&:Z4I+-*VZ1@1C&<4Y592W"-&,=A MLO@/0YO#,/A^2*0V,+[T^? YU.2UDI.,?@*S]I+E4>QI[*-V^YAO\)O"[F4&.Z$;MN6, B3?+'Z[1C_&M?K,T9?5H';11+#"D2YVHH49]!7-N="5C_V0$! end GRAPHIC 18 g168282dsp003.jpg GRAPHIC begin 644 g168282dsp003.jpg M_]C_X 02D9)1@ ! $ 8 !@ #__@ ?3$5!1"!496-H;F]L;V=I97,@26YC M+B!6,2XP,0#_VP"$ @&!@<&!0@'!P<*"0@*#18.#0P,#1L3%! 6(!PB(1\< M'QXC*#,K(R8P)AX? +#TM,#4V.3HY(BL_0SXX0S,X.3H.$A8:' MB(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4U=;7 MV-G:X>+CY.7FY^CIZO'R_3U]O?X^?H1 (! @0$ P0'!00$ $"=P ! @,1 M! 4A,08205$'87$3(C*!"!1"D:&QP0DC,U+P%6)RT0H6)#3A)? $7&!D:)BH*#A(6& MAXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7&Q\C)RM+3U-76 MU]C9VN+CY.7FY^CIZO+S]/7V]_CY^O_ !$($(X0,!$0 "0#$0'_V@ , M P$ A$#$0 _ /3];^)?A[0-7GTN^>X%S!MWA(LCE0PY^A%=,,-4G'F1SSQ- M.$N5F?\ \+C\)_\ /2[_ ._'_P!>J^IU2/KE(L6?Q:\(WH(ZUSM6T9T)WU1)2&% ! M0 4 % !0 4 % !0!R_B3Q]HGA748['4FG$TD0E'EQ[AM)(_FIK:G0G45XHQJ M5X4W:3-K1]6M=,IIVU-^\\&++Q! <&=;&\8)'B/+9()Y&?]DUE&A.4W!;HV=>$8*; MV9+X9\9:3XM^U?V6TI^R[?,\Q-OWLXQ_WR:56C*E;F"E6C5OR]#H*Q-@H * M,+Q+XMTOPG!!-J;2A)V*IY:;N0,UI3I2J.T3.I4C35Y!X:\6Z7XL@GFTQI2D M#!7\Q-O)&:*E*5-VD%.I&HKQ-VLS0* . (T_XK>&=3U&VL+=[KS[B18DW0X&X MG SS73+"U8J[1S1Q-*3LF=O7,=)\T_%3_DI.K_6+_P!%)7MX7^"OZZGB8K^, M_P"NAT_AGX0V6O>&['5)-5GB>YCWE%C!"\D?TKFJ8R<)N*6QTT\)&4%)LYKX M@>!%\%361BOC=0W8?&Y-K*5QGZCYA71AZ[K)W6QSXB@J+5GN=Y\#-1N9]+U7 M3Y'+6]K)&\0/\._=N]OE!_$URXZ*4E)=3KP,FXN/8ZO5?B3X9T74Y].O;N1 M+F @.HA8@'&>H'O7-##U)KFBM#HGB*<'RMC[WXB^&+*[@M&U#S;B8J!'"A8K MNZ;CT'7IG-"P]1INV@W7III7-_4M4L=&LGO-1NH[:W3J[G'/H/4^PK*,7)VB MC24E!79PD_QJ\+PS%$AU"=1_'"H!_[Z8]*ZE@JC70Y7C*:?4Z#P[X^\/>) MI1!8W92ZQGR)EV.? IV/X$UC4H5*>LEH;4Z*FD6=-6)LC>IC6OQH\+7$PCECO[93_'+" M"H_[Y8G]*U>#JI:69DL92>^AWEC? VFI6<=W97$=Q;R#*R1MD&N1Q<79G6FI* MZ/"OC?\ \CI9_P#7@G_HR2O5P/\ #?J>5C?XB]#U'X;,J?#G2&8A5$3$D\ # M>U<.)_BL[L-_"15E^+'A"*=XO[0=RC%?]I&-OW]N/E'^U^E+$NJ[>T5AX94E?V;N=GJVLZ=H5BU[J=W'; M0+QN;J3Z #DGV%?\ QU_Y!.D?]=W_/0177@?C?HH? K_D$ZO\ ]=T_]!-&.^->@8'X M'ZG?> (O%FC^%K99=4NMC/_JXD&YW^@_J>*Y*=*=1VBCJJ584U>3.%M M1NUMW>ZLMQP'N8P$S]58X_&MY82K%7W, (XNG)VV/$?!O_([:%_U_0_\ H8KU M*W\.7H>91_B1]3ZLKP#WCYI^*G_)2=7^L7_HI*]O"_P5_74\3%?QG_70BTSQ M[XQTO38++3[]X[2%=L:BVC; ^I4DTY8>C)W:".(JQ5DS*U+7-0\1ZE%+K^I3 M/M^7>4!\L=\(,#\JN-.-->XC.5251^^SW[X:V7A^R\,:!>?;%=]T\S+M1B)3<_?5CU\/&$8>X[GBOQ*_Y*)K'_71?_0%KT\+_!1YF*_B MLZSPG\'[NZ@T[5[W5$MPWEW"PI$78CA@"21@XQZUSUL6E>"1T4<(])MF'\6/ M$$^K^,9[+>1::>?*C3/&[^)OKGCZ 5MA*:A3YNK,L747$8D*Q.%6+(R!TY//->,?A%I=AX=NM0T62X2>TC,K1RN&5U'+= MN#C)KDHXN3FHSZG56PD8PP\4#1WD)M+]6PI/"R*,@_B 1[\>E M:XRFG#GZHRP=1QGR=&.^-_\ R.EG_P!>"?\ HR2C _PWZAC? XB]#%O\ QUU=27R,Y5W[-4X_,['X2^ [2 MYMXO$NH-'/\ ,?LT .0A!QN;W]!VZ^F.;%UVG[.)TX2@K>T9T'Q.\':5>:/J M7B*59?M\$ "$/A>#@YY5\.O#UAXF\4_V?J(D,'D M._[MMIR,8Y_&N_$U)4X7B<&&IQJ3M(]!^*>C6GA_X9Z9I=B'%M!?C9O;)Y65 MCS]2:Y,)-SK.4M[?Y'5BH*%%1CM?_J_ ;_F8/\ MW_]J56/^S_T)P/VOE^ MIQ_Q/\03ZWXSO(2Y^S6#FWB3L"IPQ^I8'\,>E=&%IJ%-/JSGQ51SJ-=$=1IN M@_"V+1DM[_6$GOF0>9<+,ZE6[[0!C'U!KFE5Q+E=+3T.F-+#*-F]?4X'3-4? MPEXO%WIMW]HAMIRHD3@3Q9Y&/<=O7Z5VRC[6G:2W..,O95+Q>QZ?\<7271-% MD1@R-*Y4CN"HK@P/QOT._&_ O4=\"O\ D$ZO_P!=T_\ 031COC7H&!^!^IYC MXIU6Y\4>,KNX+%S+/Y,"D*@.%'^>Y-=U**I4T<%63JU&>L3?!;1AX?:&&:< MZH(\K.7^4OCIMZ;<_C[UYZQD^>[V/0>#ARV6YY%X-X\;Z&/^GZ'_ -#%>E6_ MAR]#SJ/\2/J?5E> >\?-/Q4_Y*3J_P!8O_125[>%_@K^NIXF*_C/^NA[)X U M73H/ >CQ2W]M'(L."K2J".3VS7EUT_:2]3U:#7LX^AQWQHU30KW3;"&UN+>X MU-)L[HF#%(MIR"1TR2O!]*ZL%&:;;V.3&R@XI+!;YVNECFOB5_R436/^NB_P#H"UMA?X*,<5_%9]&Z M'_R+^F_]>T?_*"*\>? Q,]B'PH^:O'UC)I_CS68I 1ON6F&>X<[A_.O:P\N: ME$\7$1Y:K1]'^&]9M=?T"SU"UD5UDC&\+_^/F4CL0:\6I!PDXL]JG-3BI(\ M.^,.L6NJ>,$AM)%D6S@$3LO(W[B2,^V1^.:]7!P<:=WU/+QDU*I9=#7OM%N(M_@!9N4;?1@YS21Z%::A!MG@_PPL)+_P"(&F! =L#-,Y Z!5/]<#\:];%- M*DSRL*FZJ-OXW_\ (Z6?_7@G_HR2LL#_ WZFF-_B+T,BV^'.HW'@&3Q,DBL M1^\2W49)B! (9L^O?'H#]*T>)BJOLS-8:3I>T-/X2>+O[$UPZ1=R8L;]@%)/$ MGY>E1BZ/-'G6Z-,)5Y)AC?X?S//P7\3Y'>?&__D2[/_K_ $_]%R5RX+^(_0ZL M;_#7J8OP&_YF#_MW_P#:E:X_[/S_ $,L#]KY?J>:^++22Q\8:O;R@Y6[D//4 M@L2#^((-=M%WIQ: [''65JDD^YZWI_P (/"&J:?!?6>I:E+;SH'1EFC/'_?'6 MO/EC*L79I'H1P=*2NFSF)_#GPTM?$4NCW&LZI&\>%-QYD9BW=UW=!.,>O3\JV

M57$.'.DC!TL.I\C;-OXU0):^'=!MXF+1Q.44DY) 0 5C@OC9MC=((F^!7_() MU?\ Z[I_Z":,=\:]!X'X'ZGDL1?0/%<9F7#V%Z"P8=T?
GC*]!_O*>G5'G+] MW4UZ,^I[K5+.STF35)9T%FD7F^8#P5QD8]<]J\)1;ERK<]UR27,]CYB\(N9/ M'FBR$8+7\1/_ 'V*]VKI2EZ'AT=:L?
4^J:\ ]X\8\=?#7Q%K_C+4-3L8X#;3 M[-A>4*>(U4\?4&O2H8J%.FHL\ZOAISJ.2.=_X4[XM_YXVO\ W_%:_7:?F8_4
MJGD6[/X)^(YG'VFYL;9,_.SM^ Q^M)XVFMDQK!3ZM'KG@_P=8>#M-:VM"T ML\I#33N,-(1TX[?#VV\811W$,HM=2A7:DI&5=?[K?
T/;/>MZ&(='3H85\.JJOU/* M'^%WCFQDDBM;3>C<%X+M%5OS8'\Q7H?6:$M7^1P?5JT=%^9N^%_@Q?R7<=QX
MBDC@MD()MXGW._L2. /H3_6L:N-5K4S6E@W>\SVB6SMIK%K*2!&M6C\HQ8^7 M;C&,>F*\U-
IW/2:35CQ+Q'\%]3MKF270)4N[8G*PR.$D3VR>#].-0G1+NU$8' DN+I&"_P#?))_2K^LT(+W?R,_JU:3][\SU MWP+X$M?!EE(?-%Q?
S@>=-C '*^@_G^6//KUW5?D>A0H*BO,YCXF> =<\4^ M)+>^TQ(6ACM%B/F2;3N#N?Y,*WPV(A2ARR,
<3AYU9WB=QX/TFXT;PAI^EWRI MY\,960*=R\L3^/6N6M-3FY(Z:,'"'BSRCQ!\'=8_MZYDT-8#8.^^(/+M*9YV M_@>GM7?
3QD5%*>YPU,'+F;AL>B7>EZ_J_P -;C2M02+^V'@\HD2960@C#$^I M Y]ZXXSA"KS1V.N4)RI#M6\)?VM_:B1+]I\KR_+DW?=WYS_ -
]"KQ-:-6W+T)PU&5*_M-U)/B!\-8_%D@U&PF2VU-5VMOSLF Z9QT(]?P^BP^)=+W7L&(PRJZK<\S3X9 M^/;7?;P6;K"3R8[Q%1O?
&X?RKM^L4'J_R.)8>O'1?F=IX)^$)TR^AU/7Y8II M8B'BMHSE0PZ%CWQZ#CZ]*YJ^+YERP.FAA.1\TS;^*'A/5/%>GZ?#I:Q,\$K,
M_F/MX(Q6.&JQI2D;8FE*K%*(?"_PGJGA/3]0AU-8E>>563RWW< 8HQ-6-62
M<0PU*5*+4C.^('PM;Q!?/J^C21Q7K@>=#)PLA'\0/8_H?;OIA\5[-NEE?2"SL5;DO<"10/544G]<5TRQ5&/O1U9S1PM:7NRT
M1=T+X4^(]+\5Z?>NEN;2VNTD+><-VQ6!SCUP*B>+A*#76Q<,).,T^B9[G7F' MIA0 4 % !0 4 % !0 4 % !0 4 % !0 4 % !0 4 % !0 4
% !0 4 % !0 M4 % !0 4 % !0!YQXHM]!N?BA:)XB:U%E_9)*_:I B[_ #>.21SC-=E/G5%\
MF]^GH<=10]LN?:W7U*AC\/:=XUT!?!=Q$;B>8K>16XJD?9?.W8ZV[\7F.[NXM.T>\U**P;9=S0% L; 9*KN(+L!U]:P5
M+1.32N;NKJU%-V'7OC;2[2QTJ[BCN;N/5,BV%O&&9CC.""1@GI]>N*2I2;:V ML-U8I)K6X_1_%4>H7-Y9WMA<:7>6D8FDBN=N/+.?
F# X(XYHE3Y4FG>XXU.9 MM-6L4D\=P^5#?RZ3>PZ),X1-1?;LY. Q3.Y5)_B([BJ]@[V35^Q'ME:]M.YL M0>(+.:_U6S=98)-+"M.9
,%64L&7!.1@'\JS<&DGW-%--M=C/A\<:3/X1'B2 M-+@VI;RQ#M7S2^_:%QG&<^_2K=&2J>SZD*M%T^=;#[[Q2\.JSZ;INCW6I7%H
MB/=")T40AAE1\Q&YB!G I*E>*DW:XW4M+E2O8P_%'B.PN]#\+:]!YLEHVJ1R M*JIER=DHV[1_%GC'K6M.E)2E!
[V_5&4ZD7&,UM?]&;6G^+?/U>'3-2TB\TNX MN0S6WG[2LP R1E2<-CG!K-TK1YD[FJJ^]RM6,?PSK-IH7AK5KV[WE/[7N$1(
MUW/(YDP%4=R353@YS279?D1"2A!M]W^9NZ=XG:XU5-+U+2[G2[R9&DMUF9'6 M91UPRDC(ZD5$J=H\R=T7&I>7*U9D?CW_
)$+6_\ KV:BC_$CZA6_AR]#BXM- M^%J:##+=36"S^0ID,5T3(&VC. &SG/M73SXF]M?N.;DPUNGWFQX:\2WVG^#?
M#UK=V=UJ&M7L#FLO9/F44]S7VJY7)K8QO$/CBY/AE M[[2],U.!6EA$5R\"A64NN2 QS@C@<=Q]:UA17-RR:ZF-8;*Z ML;
(Z/J4E_>PF6*V6--PP<8;YL#USTQ6<:3DF[JR-)5>5I6=V3Z9XML[VPU"X MO(9=-
ETTXNX;@#,7R[@@_:KGY$M2K+X\M(H9[T:9J$FE02F*2_2-3& M"#@D#=N*@\9QVIJBW975^PG62UL[=SJ4=)(UDC8,C
%64Y!'K6!L.H * "@ MH * .0O-+:[^*-O<7%@9K)=)9/,>+=&'\W.,D8SCM70I)4;7UO\ H<[BW6O;
M2WZE5=+F\)>.1>:;822Z/K&$N8[>$L;:4='P!PISSV'/M3YE4IV;U7Y"Y73J M72T?X,S(=-.C:EK46H6?B!S->27-M)IDL_ERJYR
1&V%8'@EL=*MRYU'E:VM MK;]2%'D;4D][Z7_0N6>B7-D? *Z6ULEM+.\T2%I5M]R,?F8^Y[]^!4.:DYM MN_\ PZ+4.5025O\
AF:&JZ1)8WCAN]"^RK.5.P.7D&,^H!!Q4QFHQ MB^S_ ,BI0&V,#( ]@ M!6[G:;FFK>BO_F8*"Y%!IW]7;_(UO'.B:G-K-I)I,#LFJP?
V;>NBD^7&7!WG M'^SO&3ZUG1G%1?-TU1I6A)R7+UT9&OAN]C^(":=';.GAU)UU8,%^02A-@3.. MNX!L?_KI^T7LN:_O;?
U^0O9OVO+;W=_Z_,?J>T4I]@BTO6YBYVX5%!^\2>N.E8)*G"5WJS=MU)QLM9WAW4KOPI*5 ML[GS;/Q!)?>0N8I98P[?
^ZM^!G*FW#T=_Q-;2;."[\4 M:;=6NFZRT=JDCODV/ MF:9;+,L";MT"A@VT9SQUS4-NY222,7Q?-
JB:U8QXU9=%:%S*VE1EI3+G@,5& MY5QZ=ZVI*/*]K^9C5>KS-(H"KRY)RY MZ[""WM)IIHQ;-Y,2%GPLB$@*.> M#7/1M[35]_R.BK?
V>B[?F0NMQJ'Q%T35(K*[2T^P2JSRP,FPEN V1\I]C3T5 M-
Q\U^H:NHGY/]"IJ&@W^J7'CVUB@>,WRVXMG=2J2%81P">#R,>U:1J**IOM? M\S)TW)U%WM^1173XM4BTRS&BZ_)
<^=&9X[ZYN!;V^W[S;F;:V/X<9S3;<;NZ MMY)7!)2LK._FV=1H=I-#XR\57,EO(D<\EMY^#D<5E-ITX+U_, MU@FJDWZ?D<=-9W-
K!?-9:9KFE:\9'*Q:>KO9S29.UN6W^1ZA:>?]B@^U;?M'EKYNWINQSC\:XW:^AV*]M2:D,* "@ H M* "@ H * "@ H * "@ H * "@ H * "@
H * "@ H * "@ H * "@ H * "@ & H * /_9 end GRAPHIC 19 g168282g1101000708162.jpg GRAPHIC begin 644
g168282g1101000708162.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+
M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-
76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M
Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-
T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-
G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#,$T#.@\._$?3[J]@T/4YBNM"+,^R/]WN R0,=\45R_P %?"C-'/XJ MU)2]SK?
C10(H^&O%=A8>$+?3#K-I87<-S(\BW$18D;R<=. 1WJSX MMU[PMXFC@DO- GRAPHIC 20 g168282g1101000708474.jpg
GRAPHIC begin 644 g168282g1101000708474.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# @&!@<&!0@'!P<)"0@*#!0-# L+
M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-
76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M
Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O 58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-
T=79W>'EZ@H.$ MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-
G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#H[WQ7XE'C
M74[2351IVB17GV2*Z%JL@CDVJ0'ST!SUKKQHOBTC(\7(0>A%C'S7,?VM8:?) MXQM;NT%_->ZN8;>Q
RTS&)/R'OVJQINE>/M+T1="CEMI%E0".^9\M9@]5Q_% MCH#0!C>*O%7BO0;J2WT[7EU)[3:]\PLT5+=20 "?
[QSTHJ.]DM])^&^N>'+R MV%IK,&QYBQS]K!D7]Z&_BS^E% SK;CX:1/XHO/$-IK=[9WEVQ9O+1&"9 !QD M<=*M_P#"&ZO_ -
#GJO\ W[B_PHHH$9FK?"S^W6A.J>)-1N?);V0.G 'M1110!__V0$! end GRAPHIC 21 g168282stp013.jpg GRAPHIC begin 644
g168282stp013.jpg M_]C_X0 817AI9@ 24DJ @ /_L !%$=6-K>0 ! 0 !D M #_X0,>:'1T<#HO+VYS+F%D;V)E+F-O;2]X87 O,2XP+P
\/WAP86-K970@ M8F5G:6X](N^[OR(@:60](EG)E4WI.5&-Z:V,Y9"(_/B \ M>#IX;7!M971A('AM;&YS.G@]
(F%D;V)E.FYS.FUE=&$O(B!X.GAM<'1K/2)! M9&]B92!835 @0V]R92 Y+C$M8S P,B W.2YA-F$V,SDV.&$L(#(P,C0O,#,O
M,#8M,3$Z-3(Z,#4@(" @(" @("(^(#QR9&8Z4D1&('AM;&YS.G)D9CTB:'1T
M<#HO+W=W=RYW,RYO7!E+U)E&ULG,Z>&UP/2)H='1P.B\O;G,N861O8F4N8V]M+WAA<"\Q+C O(B!X;7!- M33I$;V-
U;65N=E/2)X;7 N9&ED.CDS-3E"-31"0S(Y0C$Q149",30W.#(V M.$)%-D0Y,$,Y(B!X;7!-33I);G-T86YC94E$/2)X;7 N:6ED.CDS-
3E"-31! M0S(Y0C$Q149",30W.#(V.$)%-D0Y,$,Y(B!X;7
Z0W)E871O&UP65T83X@/#]X<&%C:V5T(&5N9#TBW>#EA,B2T=SAY<8'!LY&A-K8WL4)R,R4U=78G*&*" M=(6U)D8J0 @(!
@4" P4&!@,! 0(#!!$2!2$Q$P8'02)1% AA<8'! M%?"1H;$R4M%B)(]-,?:4VO2H1KT;%Z3EBXXA.7^ ._V1:_8P*
[J.S^7DZI4C^>.,*SD>A"4C;"7EW2E@ M!O>A#]W-36L1#!K>O^L$S>L"28#>E.VCO1=?V3#Y2J$'8O>UM>DGON$(?PB$ M-
F/&2ZEA#_EV(G6M8$K8# 8'7 =FX;L>Q 5 V[)FY(['HO5,]H6W+E*U&D5 M'L'LM@.4MQP-:T+8M;+WZ=:UO6]AV. P& P& P& P&
P& P& P& P& P& P& P& M P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M P& P& P& P& P& P&
P&!5GIOIV.<^M#4W%Z1N]CS'VZ>&1I2?LI+K9>]%# M?7\PH034C$D4#"#\&PF*SO\
0EB#OUS"PU!IFZV+@M':Z^7IWD'NM8!G<4*K MUR6*-HY!ZQ; YQIF!Z&YO9#U7_9Q&%@]H$>]>V&(8_3@23$N75#"EFI:UOT:
MH30&7-P=;+] O?9B?#$))WX?3Z!*4*I,/7H_R#P,!D'-ZB%Q]_>$@3B)$>\) M8M%59>S$9C?J/-
A2B42/:LC8#D:=K,*.,$<$6MAV5KT;].\"QG,'8LYK\3!# MNBG10X0:0K26F#V'(-[+DC=[0WV",4G.,UHQTCZH>PZ"M-]*E+K?K'#,)_=E
MAN*"'+0M:$'>A!%K0@B#O6]"UO7IUO6]?@WK>L#]P(R2?_9ED'_AE#_\ ZZIS M@9<^RN+Q<*RS"=$J9*49[4LS7JB#Z/3H7X-_AP)
MU:'AHD#8B>F%U;7MG_1H!918=B%O?X-:U@?&]._*UX]KS[)ET-G'6]<1.P% MQCN6WBG2@\FCFN/QR8\YI7U*
[Q\2PYL=HR)\3%$D/R)(O0&!+-& M!,XMRM+H*A.2<#6A!>Q52%.ID3LI1 -TU(]+#" MQ.;HM1,?M=D%:$8:%,(?J[]06]!BTXJJ.29
((FL"C2=.I#[T:-TF2.A9RLU MU/;CC_4-&E3NKK[(:L8 B&<65HO?[G>];#1WV877,*:K"LVZ;AK*L(?7*(/Z M;R":29E;UD61'I@*6R-
,5=DK3WR/>^:4POW&6L(T[.NS ;()_=A+$%Q/#_WK M2/>7+1R2AFEZ J M+2^U+&/6Q;P-K.!&23_[,L@_\,H?_P#75.<"HGE(CK"\
<07BXNC(U.;DQ,3& MK8EZUN2*US.K.FL6)-/:E1Y)BA <>3O8!B*$'8P;]7?IU^# JWU&HI"PJPH& M$\W/E8G]:
[D%5*JI<*U>8NW2F+$-H&TZ5NZ_,AY&VN*(F+1VE:96;ZBDWV9 M8"33?5!@65ZVL692.Y>;^-XA)'2)FW<<]R>W)=&59K/)4]6PM
H7/#!&74@6 ME3"KF9R!0F,6$;"I3D%["4+6QBWH+NQ.L:[@L<)B,/A$7CL:(3Z3>\[8RH4Z M,\OV>BC!K@Z)V)Q4J
_A..4;-./%O8C!"%O>]AB-0T;#:15665 42%BC-BSD M4_U$FIM(;6:./2Z.L3(^@:4Z%;'I:(HLHDLHX\80!]7T8'SN<4<[<

M^Z^\!>:R%G4E41T/+I'A]S(B2NNX>IC*57+ZP(<9>I2,*AH,:D@I*Y>A0X;+ M*#I6?OVAOK#WZ<#,O#C6RNK_
"5^7Z+\O%C;O&*U3RJ$E3L#$8(5+L'4AT53 M./0L=H0@C>V%O98Q)%JU)(4K1H*!<A2:T'28!98;>;)\CW&-1R251R>W,2
MTD5]+&>!V?.D4'LB14[40G*7-, U)(7QM.2"4D^ MZ E>U+]8.\NCOGE*@ILHK6P;+6J;";J^/MN10FMJ[L^Z93"JG3&B(-L^P&.G
M(9.W& 5^(TL82G=Y+1(E&RS/8F&>S,]4->OD%Z]\6_7/!-PD2#R?,M44PVFU MG(9G55LJFL0AL<@5I7==$@KB%-
;5^DEE/<$JN'3:?AC MS,4O3>^KVL;R40%R@)0S?=!@2Q!6.YO-1X\Z1E?*D7D=X(G@/7L8.L6M7V*L MYDV67)=-C.IM#
[1.640I,)"0IWY;?' M/62ZNFV>]4U]%5MJT_(+]A:9Z)DC>I6U!&THK639P2J6,I6Q)7 ;,I3-B1:
M6G<7A84).A3J#@B!H/74/EO\>5\RVHX%4_1C=+9M?#2BD%0Q0FO;;:WZ=QU: M>L2;DC*W/D!;% HVW*VY24O<3-%HFTQ*
<%4:3LDS00GB']I\T3[H.7\JQ*R! M.W0, 2JW":UI^A=@H':+M:48P%O3VOG02O4+#%%:WRQ(! MT]I'0U&Z1%LGM9L"261AUFG(O-
%NO M]FKAP04P*8X]SD;#'Q0L:GAJ&@3")=3A'G'G[-#F>.[K>[I]#NQ9DXR^\^H- MU;27/,[A,6FD1J=M?GBZ9?5$]FUD5]5JBH(^P-
,@ALBDY#26RJ%)BPH*524: ME6'MHTZLX(EK:!^1+EZ(N%,6"UVLGBLULN&W_95Q\@+A=(SU.X63 ["27S'(
ML&Y:C;B&Q*.L6>.R9:SHF-R*:8O+7 *-3I,D4'H@B)9&?(HQ5ESI&6ACZS; M;-
HRD8<[55%FBLJ]=Z98]LWBWLN*)I5/)&H8W5^6='(^N9(L:%1Q2RXXXQ*+MH[(BH[@C:$%FS:9O7/,=?(!'F>KW1P&3&I?&X
X*$3<8&^NO3-&P6(&:73%ST..M M.-A->V2=+M"1$[]UR]G$SQX39(C_P#K M*R-H4>RCMB#[$OT>KH,QP& P& P& P& P/2I"(:<\
/PC&2:$&M]'I$(M! M_#^#T?AW@:*8G:W0)'&')=91F#]PU.LJ-CJV!=8/T#YTS-STH3-2K1V]DI3S59(8:VVIY0&Z*V6NLZ+]4J+T
M#4;%I##*JKJCR^?F".JJYIKVUB,,W'!K!DKIT"@L=SE8G6.,Q4M/%I,H(1,? MN(MH6G!$M>-7DC?G9LL67M%^2NS#F"
0R",]EUVSMU7N355GD=?GUDEMC,IL M)9U$2EZJ@7Q@7;=SP-#NH90*E/L2%R$X*0)<@I_DKLIOBT9#9'9,#B:YT2+9
MS8DZJ2A(A<3;9*/EJ\7^R8+&VPVJW2)ET2W= H800PNHF<\;@M/6H4#HN;1% M':#<3S&]3Z0U+&'JU@3-):3I&ZY P& P& P& P&
P& P& P& P& P& P& P* M6>21X>H_X\.[WV.#.+?F?CGIAR:#D_ITH3N".F9FH2J2-A].]')C2]&!_P#W
M@ZP/X;6!M^\5WFQ[,\34I>!4D^MT]IN5[6JICSS99[LX5B[/YZ+25),&W?*AW+Y!KE9;MZ+O*3+I#"W<#S5
MD;A"M9!8'3JQ.H)5(U%7QEC6% C;LE.2D[V["-/>U B"Q*%IPRPBT%^(7]YV M\Q4.Y^G="#Z6W+3YC[D3M%W3&,-3Q?
5=M04HT;LV0J>@"D*V8]D[#L3@[(W1 MV0FZV:A5)3=^OH-#7%\?9&\K#S%2MW? MG9S4JE[PYJE1PS#%"@PPT9@MB$+>]
[W@?=A]QR=G<,Y\C#$$X_;";$^:78XC MUM^Y@.Y#Q=*-,=ZG_5T>:C4'!]/[.P@P/Z%&!&23_P"S+(/_ RA_P#]=4YP M*J>3]6E2\)]
Z4J"2-JF&.)$P3C0%B4JC9Q&-EIB-#$'9QYF@;WH ?2+>M;W MZ/P;P,'ZQ!01;@Q,#$A]=X-D*E^] M@0$A#Z3A@$,L0?4]?6!
%APB\:M;^!NS9FQR.6RBCJ^00KI1G;D9[M,T$*E+ M'M&X2W3F#T2>4$7H,*,]0TH>MA&$(M;UH,4KJXHA:K[8K
M7"%.GQIK:0(HBZRQ H2K(ZY2P;86ZOC"SKDQQH5JF+$+$I:X8?\ 1EJ3]D^G M9A1F@A\P59*N^+3\?,^L[P5=2R(M#:58-$QD/
MB\N>8D)66,=/4$ZA=G.)0Y&\';(:EEC5N[G[)/;0"$=[G+4I2P[V!,4!63Q
M31GQR=.>+E32_9/2%NUY859BMR#]_23TB.Q^63N414DM+%'6P[,ZYAUBND?A!S@E0N:^ M,113(!MC.(\HM4>D0A/$22,P98
M)VU"["D][:[6\<'3D$@O>'"7%40;+JHB MY&O3E1O17($^2.UUQ9C<7#2IM51\E9(XJYF()*VJ=)@.";W*H5(=%[4:""G7 MH^"71W-
]USZ=U!67G:$WI2W=DC;(*>!O88Q$Y1:?.,%4M\1:%8$C.UJ"W^1. M0M-0PDD&.@5))@2]&'Z!@6HZJ=J_D_W@OQ N);K$9
69RKW:OCRTE>T.A1RH M^/LZ%"K:E!9IY9QAJ4&$LQ3,3XX MNCHX"W$T79A@4&\:]$&(:8OQE;VMD* :MTR$O+4Y(TGLC""1IS3
@"+]U@;" MN#:V=4\5L[J&?LBAGN'M.?[NZ4('0C13Y#ZP3-"2*D+Y8# 8# 8# 8# 8# 8&@EF\H/426.2RS5M6Q6P
MH"WFWXQ*4R*@NB*'B]5RJ(WP&BZ*W(^DK*?Y;5%VQV?2142!\.AZ I2T)2U; M@$HPA(83L-CU&W+>A?
0$[YEZ(^::1S)DIZ"7I%I_2D?F$/C2R,2R4RV#/$3E M$+FLOG[JR/K#)(D(QO<"W@].^H3S!:3(341I9@:[.)#++.L*UHS6*&L(%
(>@;+>X!=L5;A3=M7NLU;G-C:V9&8 M2:A ME+1EZMEC3)0PRP6^?
L;%6=2,MG1BVW6SWUG(^@YI=84GOZ851T2R0&0R&X"H8R-G4CC3R=_) ML.(2A%'X1#H75*']
('>6GH9(GK"X$AL%I&]+)L"_NM*HL"%Q* M&L5%OU9%5XM8Y$OD+S*(?/(L[/(9),SE*!L:V1T6*V@P9+:C"H C2"+]JJ.. M$,!(:\F[R-
]3L*(PV;U%73E-I1(J;2PZED<='O\-KBRK'I59;<,MNO*2/8MU7SO<',9D8OB]I_!89"*?;Y1U388X3 M=T?<$4P6.:B5QU:E;6U"QB-
,+.TXHM8%I(YY0ZU=ES*HD52VG H),%+.Z0"S M)2KKK43EE9+;>8J&>K:-TTS=S=XA$XM9\Q8"5A3VF;U_O4_)7 !.RBUH$@9A
M.^O)U)8)R(HHJ*LL4F/9;NXJH8[WDSO+PP5_7;!5LLN5RE#_ R!2!J>YA+'
MN%QDGWICJ5X;#3!KAFGJR0HCBAA"L5\HK:V0Y&HF<(6VP]PQ--9'?TUHUB=X M+#:CJ^*V4*O$EC2RNNB7&"6RQ/*
[0]+ET10DR-T;4R-8(M2N %$-<&8E>2#] M,[+YVK^I*8DTB#8UQ16J;O7R!XBS(91KT^0+I>3/\-<4HI#[9WL: .'.YICN
MC3!4$EMBX@9(C35) <#:%@,!@,#U'"-"2:(@L!QX2C!$DF&[) :;H&]EEC.T M6;LH
Q^C6Q>H+U=;]/HW^Q@:CHWWKT%#G611:R*>BO1C6I2@RZL?)$ M"_+FYSC%.U!,-TE<+^^Q]
[NB:ABZ%$7(6_F([H;4(C\>:YRJEZ"3,>G-N1." MM>TC9SS27 E(H,V40><$./7??2::1=BNK8UPO4/YLGUH0Z-QQRY9OPMDDZ:$
MJX.S-*A?U;\[J6H%,C7.4N,//9DC !7[-*-.'83 &'!"9EWE$B!,@;HNU_W M2\O%H223Q?E@)"VJT:/IQ;!;%^;.
<+8NK7V&G^;AKC#MZ',P)U58L99(36;%.;#FDT505N:83*GJ5SR%J:G7MS9 M+G=Z7?HS,+,D,6K%S;93-&>%G$#3'HD+BVZ K.
8I6)4I*@X M :ZXOYO6"1O5'Q\AEJ[;\X5IT)(;ZBBR9J(U/B;!I^L;/GD1A=3UU(Q(YOHB M>(JM-=5)[L@,$TM[TV(?0I<#%?N,+
($=N]"13F7L^<6(PT^]7-S32D0NJ+JJ M^CD[!6K^@LRF]6/&XRZ11PFS+G5WB<@0+V]4)$\)AOR,*1202W&JMIB0P*(M>32Q8ZH?
T-PQZ.*P0&W)1'):K4U5.^59FZULAXYL'HY@?DU2=&60I-@![I.8
M"KCZ%X>9&:Q/9*14,H2,PD>@!EC3Y@Z[>HVT25NYYN]P2(2[@<[:VB758%/4
M46HZPJF@$ZEKDJ=Y^SBF;2+YY6ET;2V(M5)=*I&BB M%.2SS+T&FQ(ADKC0E*,]YSF;]!4K3K;SE-H1'Y M1:TKJ&W9M-
WJNG5!#K"CG,,NZ&4ULQEPJQ7=U5R9I((9"U;F)O4L!VC5R9.I M&<26:((IM[O/H2J+5N5,XPBN$]46F4ATB_P QD6AL+:7>Q.M222?
I*'B5_VRW1)1N?&#&SUU%IHW)"3UWN8QZ=EA:1&$W03
MCRPZ^Z?,U!HXCNUGH^E[&LV:5E"3WF/GOJ1NB45?)HW1*#S]\A$*EM+,]T:3^Z W3I333TJ8\],8B/.3DFG(SC"#34AIA8
M1F)C34QAR8PP@>]@$(L8P;WKTAWO7HW@>_ 8# 8# 8# 8# 8'02ID8)-%Y)& MY6R(Y-%I P/#))8VX-
Q;PWR!@=6Y0@>&1>.FZJ([/?F(7NK);S-&EFB-OL_0MD:4JF]046X#7>XC34YH0F[V6/6@LASO]SXH->\Q,SHSRE0)Z
M3R67K82VP.A8U%VF02B7,S<6\/<*CCQDZ* MWH>!]CWC@X$X!\>,.GU(\2L$40O[6Z,*.^'T>=JC7) MJ6%-
KL>H;FOW.VMZL7D*UN=WFPF** M-PG>5N-=OUD5#!FM^.8VGTJEJ1(KVO3I]^T-("'T[P-CF!"3GS9S^[N*YV<*
M;KDUQ=#!'.RHJ*-"0;NG3HBP&ZW^ZUH&M"_RX%7=31$NQX3&9RGCSQK1)R61114]M[M@8QNOJE%B+6(1DG>@(?
0/T:U@1R_<$<0RJW&2_9/R+S?([NC>VD;';+]3-?N M]A-RA@)+(85Q,L<&%0];@/FON6.>+RX?)WW#O MS.\S0:K;!97^
P/D202F"6U&8+T!SXTQ9(>"S#++K@M'"[>MQVDJK:)64Y*# M%;(TI&YI0D^ND-ZR9?2C]Q_SIT] 729LL=G M<6A,E;KRO&M*UZ
0/LPK2&68XO[Y%M!RD!!;:-M$8&VF5\ <-SC M]#=2SD+F]\+KV.&PR%$+*;@6TL;A1[J>^G0AL2%,9:8J$FO:DQ8)GV#;:)48
M(W9'KBV+89[=_*?,O2\2CL"Z%H"GKKA40<4KO$XM9U=Q69L47T^A)@E>E/O9>_2#?JX'0.O$W&KX]L\F>N2^:7:21UO8&B/2)R
MHNL%K]'VF)HT[?%FMB>%,7,<6=NC:%*62@(3&%%(R@!"4$&M:U@4TZMGSIU= MTHR>,Q+S[=)U7 ,KJ\>J;\E<# VA!$A7
G!M:^M3C1J)JHC[RNAKC*K,FS MI'(E#Y"BGJ9CK12XRJ0R>ORF"7QQ$Z(T<2$WGE.K:C.(![I2IMEA*,!X^Y/A M3G#'^OZAB+
_P0,7=(<[MXW4Y;BDL^2F.!9XMA>% MCZX*EX5"I4>:,(-@]G^.13T?:TYC;Y#6>]6]NM<-@2N5MD_B,7&GJD3$;V>
M(N\3UO9ZC@765RF$N2-B>9S7$PF;0KE;1I^*4A0;ZAZ+TDA8E#
M(^)>>X(JMQI412&PZ+A,Y4*>6=!+'E>I402RY>P;IN,QYN2N\DE[PT68O>R" MT;6C6K#5/NC8-C++%L ?K)8/#KW1L?
#'I/7CM17.?H6^L"MJD$, MD+&F-,*2+VI4C6)R33"P&A 8,(@AD_Q_\
<*D4!0*J$ARI/6KLZODYOLE:IH^'SM<<\#6VF6]S)A0NZPJ3F/!*IU1$*S0"4$EF!#/TW*/.Z)XM)CHU+EG06F0J-'6>H5MS@E/-?
5T<*]P*R]BVD6(C#2#R M3"CC0C"PN P& P.J?5;:@8WE<\F&DM")J<5;J<0%:(\IM3(SCEQA(6T(G$1H M$H!;#HC6SM[U^XUZWHP-
>=)U)X[Z.1_M-+-Z-$UV"U-UL\Y,J.7W'8[3^CJ MB.ZK9--X(SO[_+&^%Q@^/=):0*5("F]",,B"8H](PZ,*"2(QS#P]4%WU5((M M
*_AMW!CCM'JD(1/+P4Y#:*ZKICK>2*(]&QO)K*>\LE8Z:V=T<]I1.1S:0B(M5'F!(3Z+"6I76] ,M:66TR2+LVZXL=_>IU8[6D(>GC43*-:\
M+EJ]>@(&,*,/X-E>G0=:UO C1;P1QF]+[-5'TC$CGBRWA,]S1>C=9(D>6Y]!
M+AV26Z0UP;W].XU.YJY\>*0'&QD,8J>A[7F[&J%L[811SYT)XVX.V3Q51DN
MKZM&&!U2U+Y:O7QZ9UG'MT[3#J[Q5%)&1QG]'FB90Z'\F4I5+NSF+R1.#H
M#W0>,]63LT)V:I5RYWE6LFCS:YI+.B#%*69+)F8PN<5W.8)-6(33,8NL4H59 M4)M&MY0E*-1.K4N
%N5F)CBE*4T1)H1B"14G.]'($%8M:.KHE=XF[*42D"@)VCRE!FQ^D8MBV#C#F&!T_8
M="1.I&1IJ:V$;BW6)%-.0$<4>X8=2C,]LTE=G)]D:B7/\ -)M)7]W=(&ZUB->] M367R5\F;H>VP1[5-S;[=>9II*.V)%I.9H(]!V<:X9Y1B+#
((TQTZRE-4M;)T MT2K3@\RQ]<9*DLYVB+_81C^^/L@-.8Z_F9UA1"HH^SS(:3I0-7L@+M0 MB& M+.6W&SWVXEU-
1E3/9,H>'"0+33WKME7?-$A(A[+(B)8TDHI1.F^0M\A)A+;6 MICBEG"&4)YP2)RKUH3LB\O3C[%Q:P;3*@'%#&
0<]_XCY7D[O/'I[IU@5J;- MACC 9NA+YD"5.C3^Z%*E:H]@E* 03[=8M.4+%9WLP:]8TTP9I@O2 M(0MBWO>PY6 P& P& P& P&

P,!E]J5G #=)YO8,)B2P:/:\E!)96P,2Y2D]H M(@!Z9([.",X\HU0#90!!UL(C/W.M^G\&!\]'(W+O2T44<.3E!4MV5]8]%]+] MG2:[&^Y'.(2FH$/+U[V/T%.%)M5QE'+)H8VW;-TDDB(&57%"T:].2:Y(7$@<.\Z]"TZDYY>KLIFPI#J/<&6W2D*+VCBQ,DYAL<^=%2>R:Z>VF,N:M='.(UT>QL$4/87G9CN-H7Q,](:H3@=/3L)PAEMY MT*LF?1O::*3<_P!NR6B;2Y(X\J9 \U&L8X:^G2&%7UT-+YR_U@Z%2!J<4\PI MXFW&24D:]B7[O4(SRT@5JDHQ*8&!IZC[)D4@XU26.KL>3*:L[SMZ1)>DF:N: M@BML.?.YO(]I51 K1OZ&FMBN H[=IK/2(TJ-;H\G-6,J).Y[;&S>SBDX7)X M_KRQX'??]^>([_C"-IF3FRG.",2E"+W8$I84F6^JG*#++0\L=-5O!K-O9#4%\ M6/R724J>8C;?6$!:*[655'E<5DY4)G;W$F)]L=AMFWH;7O:W/CO$XX\(BE M*50%&-=M,?HL,+OGS0<^TGT8YT:X7+V!'M'RJJV@$WY[;^HDDL.@FMNBS*6W2JS(Y)8G(V-C MKV65KO=;:V,I2HLIP4D*/:I-!L+DO8%(_U[S!#&6%SB M03R](.Q)^=.7ZH:$4KM5_C<=AS$Z.@4B=S>V6+QV%UI'5Z,#S(W]X;&)!LP@ MLU;[=2F*.#!FKR60=ACM]O'1G/G3'*#K03Q6+"LCMN0B+R,VX7JZ71PC]4L7 M.D@I:;6G$[JDLTE*#302U-*X3FGV2FN6A.-8[,#B)&Y@2:V:F MI S8 SCG'O=LZ(E]9,&^<.BZEC%[TNKORA;.LMEKD<&LROD8XBL@TZ!V3-MGZO9NL9)PVNR5DDB%K6*&PTP8?\ 3IU**2WG5N UGE\O-4ACMU'V"V7JTI9^?=]D MN[ZW=.QU3T18KFYL)[.QW[7[1?R!(.P7) M#(#)&RX334:Z(9O?^$LAR&QY<]LBQRD"H MEM N;B2D/LUCLOTI7F!83GK@.]ZK[Z>.J93)*B.AKA$+=ASAN&J#VN8S)JFI ME/G5Z5)F!%44;-4*:^(K90F4*GJ7RLQ<:KTJ0@:"A&-^!"3SXIKRG3_9;(_S MB'P:%2EP[N/32]OO&_KG/DK5U=,9?,H0Q?1JL1CCM)481$7YX:5DA51%P,72 M EH/;1' 2NJTW8;5Z58>EW-[FVHEVBL2A['#:8'*YF0K]Z12%5*Y) M*YY/HG"7=4WR12^@*;XT!L-2LI))PAN#@:L&(D-=9_C.MPJJG^*K)A Y^[Q> MU*68ZEC3G-;,K)L<>.N9U4N44734BMZ",:ZS*OL%E=)^N=UT@CB5;[H6(4J4 M8#49RC6!Q"_%A9I[3 8^Z6? E++$N-$U;'(TC6^HBR.M*Z895">>K;; :3'" M4QBIH!8CJVZ6J1^_BTQM;E1H!G[/%H+)RSCJT/H;45441?8HIO\ I^5P:V5< MYW,I77:!;G") M*:\9LNJ214,"Q6)4)8Q,LUM MEP6.AKJI]\% (I'0:V9[,[V865Y6Y]NVN;BORYKG7U6E?+B8JJC[DSU&]6,_ MQ^5OU7_ILB%;*Q)9I&UU7*I-'Y(@0%0ME4N+*S@;1':7KE"HPT(7PP& P& P M& P&!I^CGCBL=@.E:H)U. MS9(_K6=&%.$;:"(&E:QPMP.:SM.;]-G?2P1QH'<293I,F"K4 \471S6 MQ(F=UFU;1)9 :V6,L3<#[NZ(Z/C-E3Z-=/T]TS52I^K*V6**1KG2M&]]IXM(M_,,"/- [D.OJ&#$6UH0[#<;1;1T$!7/Y7T$FI9A>90Y,)49A=+G2*3M\<8V% MF"C/4R6TI;%H"_SY[?74\XXL F!L3-",!28KW2/VJDP+!X# 8# 8# 8# 8# M8# 8#8# 8# 8# 8&E?AZ55#':O[2B_:[C V&_R^CNKG7JM/=9[.A5RFF7JS M)J=1&DT:RD)TBA"#U5:=84$,1A\VBT^HON-19EH3 M^F+2J*96&_'UQYDA\AK13:CV:9!;DMCACG%UE% M=U;&5$F4GP9_&4J-M21RF:0 M:L?TOZ&;C[4F)DP2J8;RG/6>Y@W\0;(]/AJR/WXI;B'(F3>L)'(@%:] #R]: MT%)9QIK$WL)3@);N+1%+M4(1;N$0PR">6A8D1[#ZHD$,L>6/+)2_E#XUCB^ MN(?>4U>;9=*OMOG7G5HF-1UE1CNJ=(%*8(^V)83B^/K<:)+M$B1/*U $AP1$ M'%A86M9Q/YIPN_TO3%RSA3T%??37>]:0*PV>S4$RLB"QBM>F+T:B)=&':U)2 MI2B:*ZKV,,+4A3;5!+2IUJ/9)?I$'8@V5\1]&?2IYBJVX7!*B9YRO:EL3N"*M(E"=0"#7A7CHM@MR0D6TRA4'V4;L6/N*=,/8]Z4HM$J ;V6< 6PF!)K?SR2# M?HWZ/FRA^O3Z/P>G]*9S^#T_L>GJGUKW+'.,;AYQ1W:W@B_,EVD67#I;T$J M;WHV+TQ<#.*#N-3-MFOR0L]DAT#LQI62%&!U7A+3IW9"E":<40:8,(:B;HJV MFNI_--P]TEX]'B(2":0.I^J47=G2%%J$#W6 *^E]/*(70,:LFP(G[HA4QMI; M8;V,YK; K%+\2U-_NI2"1$B$$*+^,"T/%K2W.,:X'\F'&]8POR#\YKI75TP MK&R>/E-KSKITTB7R!PAL^J)#UD1A"@07>; M[DIF/?>3*]4:7LU2<8^5#G2O'&SKJXQN-+6,WK5C.4I7. MX.=>J5;?4,H@NS$R=;HYPZ"+>PC/ROUHTU:8H]?);MZ;MNPTMGVPXQ]L1$'N[ZOD,S=7AP** T2-MJ)UH6PD)_2$*YV+T^Q\==Y>/OR9V"FD,_P#'G:WC*;N)I/>\!BCW8$?Y@MI!M9+/82R13I!%D;F_1MFE:QC2L;@;M%M4!2A.*$#8D0BMAEOEOZ0B7&NTN>NGNBF>.U<_.=;7O5;(38,:GD(K=OF#2W@N>1UNW/9+P[@1 M-ZYC:23RAJ%05!!Q) 2O&NJ?!K8%-VK M4A)F+4>MR)6#*5-?Q=TC+L\0YY7$"C"1:8]/91"G2=.8F*/5$AC?BB ^.N.^KW?N'Q8NO+2NZX0M>GM'9JCB*BD-VM !HU\>FT77+5#5%'M$X+RV(VW9FTI 2#U3@'TWX# 8# 8# 8# 8# 8# 8# 8# 8'YO?HUO>M;%O6M M[T'7H]._1_DUZV]!]._^G>M9,>,\"@JOR2]*(YCKF8BLS$1XQ%HM,_]$5M-_P#;_&':'^1#G$IP4)"5\O7HVYZMZ/OS M^AC0CF&..E0JIBD.3O"X2XL8-609 W(4/$06>&0%E$3L.CB=CY,?Z9?E"^M M7-DQZ6//EP=MS8<-_&;/C[E76M$XZ=$Q_X,;>".Y1>:3IS:T7YG'?IM/>=+ MGB)M,1-XF>/")ISY_P#5TST?[OIYPSAN[-I=VIF:7RW&RQ97L*+A1)RE)&5* MMWD3Y8,5@4GB\3BK*E./7.TI6*++:&4G<41Q M_O7_$X^\;=JR]W[=W+V]NX.C8S:E-?>C)D[EJZE,63D*C,EC]7RI3/)K7J-LAH3%T-Z?IA][=IT=_N^QW3VY M?LO;,>2NQL8]Z;X:;N'9PZ>7MG5&'JG>Q[&SKUF(K^5MCS5V*;5]:+YJ6IWK M6R6KCBF;U+S'$37B>F8FT7_],Q$_P#-S'$UYXA%9/EIH9S#'WIEBLX-@R2; M63%[CERXR'G)J;:*\Y\?.AOTL>01652M$_H7V,-.B@(V]4<79OR^*=C7U[8;XL^3J MG+FQUU\M)QWPYX=2W%JUOZ46M%Y\/LBN.,3$3 MX,P9?*7S;)8>&71EIM.5>]QL\53N/0Z,L$V>ZPB%8-L)>YY8Y;Y(:V=.!$'A,_/4$3F/QQA>YJ MQ?HU#+"C174<4Y:LN85X^(5CVI?$4 E\I).T6I3(=N)1Z<:;8R3##2<]?]+G MNG4MCR>X-_MM<=NWYL^;%JYO7VM///8-CO\ HZV[BO7%7%;U>:7RQAM3 M+7+%;UK2\SWO!;F,5;\]<1$VCBMH]6,5IK/CSTS/UB.?#CP\NOC'E(Y\61Y7 M()@WV)$X^Q5^Z2][L=;"SB*Q:X^_:8B>>>>F MT3',1]8YYCA,$*[LHZ?T!)NAXUN4N<;B4T(K)VB;2@9)--S;.<7J,QZ.U\RD MP^0R*)2202EWFK.2@,;W=2W#VY%;-5%: ?LKXGOWZ>OD#VW\D:GQGW7\GB[K MNZ$[V/8R7RX-6-"F+/FS;F6=G#AV<&'7QZNS;-7-K4S1Z%XIBO-L?7TXN[:N M;3MN4ZII6W3,1Q-NJ9B(K'SS,VCCB9CQ_/C!XWY(J3DJ]"VD06]6U0FEA M$%L43O7)25/2DL=K:DE&1%FM=02_J2FWQ.&LY(U-#8Q9L] M MZ=M5\YT/>]SUFUO,K%27/(+W7-#LB/94RA2YU[*[9Z\<5:8+HK031"AC(/ M*("Y=3Y#]N^Q?=>;!IQW_W-/::9,=HRVBN/J=+=TPVU,NS@B;>EA]3B?#SK-HK/G]WA M]T?3F'2L/D"K%^?VF#IZOZ$U9@W12FF=8DU6I<9Q6$<2IZ_6?.).69J=EXBH M*M0VDQ*$QK:-R<3BEANM(]&('(M'W]Q_3;[L[=V[-[@R]W]M?^J1AK;5WY[A M6FIOY[3N5_):F7)CISMUOH;=,E<\8,%;8J3.?IV-6V>M.\8+WC%&/-Z_/W5Z M.;5C[?NM$3_I^^O'',^/EX6XF"5=/0F+6ZIIS44M*4/++&FR43>30J!N,HAE M<(Y$BEB^(I)NZ-IHW%O72PF$./N;W,C5D)M@)VN-2!5)1'?$]G^)N_\ =_95 M??$[G:-31S[>37U<&UMTU]K=MAOKTV;:N.\12]->=K#ZG7DQWOS>->F:<.:, M?3DW\6/9_+=.2UHK$VFM9FM>>>.J8\?'IGCB)X\.>.8YX'+O6U5=<1R92*K_M '[3:@$O!"94U/WZ-GK&YX41MAER1;C#9++XNO3+F"2I#O0G<33DQHAIU19 M"DHPD/1\N?#'O#X7[IH]L]V_E[3W+2G:U\F'UXK?%&?-K7YILX-;8I:F;!DK M]^&M;UBN3%;)BO6\UT.XZ_<:6O@Y^RW3,3QX3Q$^=9F/*8^OAY3Q/@L]GY,[MS 8%.:GZED,ZB/6DKFM3'U>?S):L\@A49?IW$%3C(X[$*@KRVFJ4O\@1K1PF M&GR9LG8=B($Y*TS60$ E*K0]' *#7Y&/)GT]9- +[0K^B:816,U6S7-5):KL M.77?!7B>2"](?6$HJ!HB+-+Z5BL^:3-KK"4(W5X=F-/'SVYF4O;8K6-P3-DA M>FO;PZ,?NPIW0]B! E,,T+WQ3^D(%;.WNBI!+[[AJ.GZQ@K_!G29+ZU9[W<[N MI A52]>6BL@LRZ*F\UG=/MT&?JV9XZ4B>AEPU8_GD@>FTI6:E*5:5A# *]\K M#O-;0IN&/=41NNHX_1*H'2[)/,7VU$S-"'V\&>;OD'U%YR12PZP3L+FSQ-&N M:PS-XA[L_D/A)*9&4J(V2H"W]A=B:CML\^Q&OX&W*JO.'W-)T=TP::QF0LB MIUJR#/,R;H1 H_&U+Z^SE_D9;$H 8H"6E;DWI)+)/5J3#"$X5%:/(5TDNYQF M5M+J?I".6+5YZ5^N.N+.EU[4@?4D59?(.\=$='2>I5-8):[AZ'5G1^/JI4=9+;/UMA4F M\1:.V;&MBO0-2!:Z.BU(VMC:D4KW%Q7J24:!@1DC4*UJU6H&6G2I$ MJ3?[T'._P#MKK7Y2X'3N73?%SRH1*WCH/E]U5-AGMFY2Y6Q5"Y0 MWF^L$7M41RI_-,2F>L#6_6+V'?IUK_-@F]?T?A]00?3@>OZ4/&?NL*_Z1/,?NX)NSPK/G;JOW M6$X0A#$<%1^D'MM&B&/>]B]/IWO>]_Y<#\)Z@XR3GN2DCH?F(A2];#MX4$VU M519[ML(-EAVY&@D 3%^PE[V'7M=C] ?P?L8'O'U3QV8E+0CZ/YI&B)WK9*,= MP5<)*5O6A:ULM/N1;*+WK0Q?L:U^SO\ SX'@7U-QP4I]VE=&R#";Q@UK6_1Z/3K\&\#E)>L>0D1>RD72W-R0H0O7$6EN2L4Y M>Q^J$'K[5(P!V+U !UZ?1Z?1K6O\F!R/I=\F>GUOI/\[>MO6@[%\]5:^G>M M;WO6O3^DOI]&M[W_ /1P/P?77)1@!%F=.\ZF%C#L P#NFM! & 6O0((@BDNP MB"+6_1O6_P &\#TINLN0T1(4Z/I?F](G!L6P$)KEK$@D.Q;V(6PE%2, [$+ M?IWZ-?AW@>S?7').S G;ZSZ7O)O]Z#G?_;76OREP/P77?)@M>@73W.PM>G6_0*ZJUWKTAWH0=^CYU& >MA$ =TUH((@[UZ M-A$'MZ_R8 /77)8 A #I[G4 !T$(W36@0A"'7HT$(=276M!UK]C6L M#Q+ZWY()UL)73G.901#$,02[HK,&A#'OTC'O09)K6QBW^SO]G>!XD=:@YW_ -M=:_*7 ?2]Y-_O0<[_ .VNM?E+@/I>\F_WH.=_ M]M=:_*7 ?2]Y-_O0<[_[:ZU^4N ^E[R;_>@YW_VUUK\I@YW_P!M=:_*7 ?2]Y-_O0<[_P"VNM?E+@/I>\F_WH.=_P#; M76OREP'TO>3?[T'._P#MKK7Y2X#Z7O)O]Z#G?_;76OREP'TO>3?[T'._^VNM M?E+@/I>\F_WH.=_]M=:_*7 ?2]Y-_O0<[_[:ZU^4N ^E[R;_'H.=_\ ;76O MREP'TO>3?[T'._\ MKK7Y2X#Z7O)O]Z#G?\ VUUK\I<"M#25XP626.\X;[5Y MC!)GX-U@=G$^^8:KTL+Z'=(R\6X48E538Y($J3K8DC]4(2]!1%>V+2Z)+4J MF?JN[\V_)^_V;#[?V>ZYI[3KSVN<=(ICKTSV;'GQ=NF+5I%N<%=C)S,SSEMZ M=LW7;%CFO#7MNE7).6*1USU\SX_]R8F_]_$?N\>..9="RQ;Q61^)O<(:K0YLM3QR1[HD3VC'T-&5)[@/FM-&TE.F'+U,]-7^UC)$41A.%HS0G+_3;6[4;4'^T M]'?_ % _+?=C)-8FO&#[M/0]/TL?32O:M"F.<5<<=%O3Y\9_[7'1]?IQ'[_'GGF61B/\ &Q\VCE3J>]J& M;ZQ=QV K<8)W%)+6>=)]+F-S(/*6L M[WF) MR_0'7F1\S?(7_M6+WOEW,>7W9@C3K39R:^#)>,6CISH8M>8OCFEM?)J6]+;P M7I;%N1]VS7+;F9T_IVIZ$ZT5F,$]7,1,Q'-K=ZH%J5[>QOG9:M]26),&QR>WABG]K-KM:JMNLV>QEUD2M0UNST4 ML5MX]D:($ *)"%-]+N_J2^5M[M^?

M=]GMV/3R8[8L48NV]OQ6TM;)3%BS:?; M[X]:M]'3SX\..F?7U;8\>:/4]2+3GV)RX5[/HUO%XB\VB>9YO>>J8F9BUXF>
M+6B9GB;I3:."8,S8!%]_ M-CN7>-S;[A7!J_F\E^\9=7+LUU<_Y>-CM]+SK37-75STIFI>:36M8F+5IV?6
MKL>M;F<<4QUK3FW3$8XM$=4<\7_#JB>)CEDD2@'BPAVP"1WA3CX:4T.\73J M)KUL&<+$D'=8,^5L57B)?*[/=ER.
,4*DK@B:VDHP"-O]V''$@"H-&:+R^_ MJ.^6>]Q,9]W5UZ3GQ[$UU='2U*VV\>WBWIW;4U]?'2VYFVL&'+GV+5G)F]+'
MCO,XJ5I%\?:-''Y5M/A,?=:UOMFLUZ?&9^V*S,1'E',S'CXNA:*?\4;4QJ8\ M=?-82%O<'5(YNVYAV2IEJQY)1U$^T,7'W-=
(+37JSXB*HI"&V/'^6[;H:]<4V[CB[O.;'3#KTK&S_ M %+#7:C8F)S=5LE.OTLEL/+RGSC MEW3G
_&.]QMHC3[TW$'PILW+$BQ[=.YG]5+95%IXGCJ*:UW-97NWPOLLK*4H M(BUDK8^M/-
:C0H"Q>QT9LP8^#5_49\F:'=,W=>W3V;7OE_+VKBQ]H[777U]C M4MFMJ[NKK_E/1U]_7OL[%L6YBI78K.6T=?
3%:UM;M&G>D4OZD\<^,Y+\S%N. MJMIZN9K/$=%E[3G6[#V]P**WK9:<@CW&7H*08R=^-3YR^2\>39S1OUG-MTP5RVM@P6
MF\:W:<_8\7,SCF>J.V[.;#:W^J][^O>9S1%XTGMFG,1'3X5YX\9^N2,D_7_?
M$3_AY>#H4L*\5::&I:_%;?/BN((PR0!;*NZ58E90@RRIF:DGKVB@VP-K-F&U MVP)$I)FC-&I%)(5A BU?^FSTCG''/AS/UI%)^O\
MB(_9/C' MCXN#/T/%CW14IIV$=LUBT.#T4-:@EEC=2&6N>5*PS.%S=%+G@QSNAEE:N1LK ME!$1;2Y(7EM*[>+-3[8C-
VREM2VMBO>)GZVM:_ MCU5MS/-HGF)K'$Q:)K_]9B4>TI3OCNKEDAY\XZWJ:Q;!:)@ZV#,Y&7U*I8HQ
M9VL^CCT]7!.IV_+GT=>O;-?M.>-/9II8/R-][2UJ8MR.WXM/# MDK]E<5(B&.KV76PTK.6;7S1:;6GJO$6GKG)'57JGJZ;3,UZYM,?
BG%*G\:;? M"[5KMKOND&F$7?)KBEMK1MKZ=8T+=-'B]V%=&[$VZ!(GP#2T"MK7BT@2D#)3 M-!@"S$0"!E V'_S?-_R+L]]
[/[GV]O!F[_V#4[9K=OSY-76O?5Q=IS4SZ7I M\XN)O7)2/6R7BU]FLWKGMDB]HGJCMNI&+)AK68Q9;7F\1:>+3DCBW/C^'E'E
M'TX8-NM?%J/3:K:B4S0G* 0$'M=&?0?_-*?*U9RTQ9^UX]*^&E,6O3M?;:ZVIDQ
MSLS7:T=>-6,.EN]6[N7MN:U,>Q;)LY+VR3;HFN7]'T?"9B\VYF9GKOS:)Z?M MM/5S:OVUCIGF.(CP9--
V+QFV5)3)5.^AJHDK@X,BF.RA&LZZ+3L$]:=GS$]C M(L.-MMF(6*;'0D,_=BF YQ3GG,Y*D($PRPITVB?*[!\]_)/M7M4=H]O9]'4U
ML6Q7-KVKH:5LVGDXUHRSI9[X+Y=6-K\GKVW*X;TKLVI-LL6G+EZ],O:]//?U M,L6M,QQ/W6XM'W<=41/%NGJGIY\N?#RCC-
J&D_C\YP1RQ)6O3=4#-G+HQO,K M=)OU:V6,].[C&HHS09B-$[3BPWY:C3MD2CJ! 2G3#)3)2@]!>A>L(7@_(GR
MI[N^4<^GF]U3HQ3M^'+BU\>KIZNEBQTS[&7;RQZ>IBPUM;)LYLV:U[Q:\VR6 MYMQQ$:ZFC@THM&#J^^8F9M:UIF8B*QXVF?
*(B.(\/!/OTO>3?[T'._\ MKK7 MY2Y^<.L^E[R;_>@YW_VUUK\IO:N@']TDEMM3M>D"=&V7.+W7T5JUV+4HETN/(2-SA!H8WHC4J?
12<6BQC]3 MVAI@A!#U;L'C,JX<:5,70M3O;Q%+(;[5:I-8/7!%DRLCO% M18">9)7_*1A^D\S?
T[^8G;^XWA$EBF@6(BMQQC=>H@6P# 8/)+0:T;X[,3 M66F:G-:@1Z4D&$HTI)(9L7#_!E&3&$SU]Z1KF8R>&-T91'JYKV-
^DZ"PU<& M4OZN 2.XF!TLPZ/V[+8"?*%VV9TD"5>M0:,+T ST)DGL E^33CQV2XZ!#>+H MYBTDK-
'.&Z&LK5=5>,4>:FZQXFYPB8H-L++*T#4I1N\;>%)&RS"A!+V;LPOU M3/0+
JZY4+XLG%FC#7]*Y&B<(A.T=CL\R1^0"4;L'H!SA>G??4$_= M6M\EC+2]3$MC!8,RCD)?+%70^-SJRC(VC.D3PA1)U[NH :3?
[T'._^VNM?E+@/I>\F_WH.=_]M=:_*7 ?2]Y-_O0<[_[:ZU^4N ^E[R;_ M 'H.=_\ ;76OREP'TO>3?[T'._\ MKK7Y2X#Z7O)O]Z#G?\
VUUK\I@YW_VUUK\I3?[T'._^VNM?E+@/I>\F_P!Z#G?_ &UUK\I<#F-W5?+K MPXH&AHZ1H-T=G5:D;&MK;KAKQO3@?')K[D;QKZ-
>GLOIK>_1^'>HY5>M;W_ M)?1KWAWZ-?^_>!^_P"".XT_OE]-_P!7*K_,& _P1W&G]\OIO^KE5_F# ?X(M[C3^^7TW_5RJ_P
P8#_!'<:?WR^F_P"KE5_F# ?X([C3^^7TW_5RJ_S!@/\ M!'<:?WR^F_ZN57^8,!_@CN-/[Y?3?]7*K_,& _P1W&G]\OIO^KE5_F# ?X([
MC3^^7TW_ %:=M*O[3:69UC]9EMCNYU]+6B6H6QQ,2,9:HM"O5- 2CA%B"9HL>] MAWK?HP/L0P& P& P& P& P& P& P& P& P&
P& P& P& P& P& P& P& P& MP& P& P& P& P& P& P& P& P& P& P& P& P& P&!JDZ%\I(*INVXZ2I
M+C[ICL=VY;B<,G'63U0*>M=IJ59K 954IBT=:6.=SR)R:X[3\Y_\ #UJ=$/M:U%1MQ2]Z4W5SMSD%I8^@ M6B2/$%:5,12"
MOUYZ:WVR$+]'F] HFC>IW'7(I+*!E'; !"(P]!")B_.,7-'VI8=0O&-H73- M[9)ZWEOUHE7+UF'6ESW&/'\OE=8H["J81RZ;>0&3ND,AU?
M\ZW) M!5[I3762ZZJA=9N<_\ '%;+395X=/0O MEJE:E9NF>1)JY3^82ZO+ L(QW,FT,MA]@,+;6-- 3$IY3XX(#S3%91A>A%A&
M+070XQ[>C?7;96EOZ(FM:ND'XVZM,Y&NZ?2RM:8[M9+8(,^51+WV(&28A1+9#!8U,WBXZRIF0JHBM*9YC(&)"T*AZ)$<),6< S
CR M(>;BOI4&O+<.Y2Z2CW!]O70UT)5_>;QNJ0U5))I(9T?6<3E+G6R6PS[NB=,S M.>$A;FN6.#"4A-,/(,. 04;[30=3#_-
AI^L2$L\DXHN^$TM;'8MD\&5/T8NL M*DGJ%2GI>"2RP(,U11ZA+'-55L0Y@F4JKA2XO:4BZ"/(6J4")O'+' M)K01W2/9FY*-
U)&D%ZH3?4#<)@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@, M!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,
M!@,!@,!@,!@:6+FX)[BAW2O6%Y>/_IRCZ9;^\62LD][NZHY59$LIVPZO@7S M5M-
U<\J8],6"/.DB600I)HUBDZ10U:=&XI5[791AJ;857Z@\.70%H]@V-TNW MQ+QI=<)K HGG.JAF>12C)G8LK8)11[%*FR0SF,
(ZU2L<6C*FTW"2!5NQ2(LL M@0D9 "BB0%!#L/RZ/ L9!%=G2)GJQ^JBFZD M@[C4EB-V;>U129,O2K0AVN3[#L-
I9W)UCOWD(HGMZ1R: M$)$E><2VAS=-(0R ?CU*RP+*LRI;#.?HNN7)"2A0YLW 5B<.E?LUH]'$[V7_ M -?
U0UE4;X%XLAM&AWWK5JYTZ;JBH8WWZE55I.*^'-6M7+>M.NRN@Z_E+4TS
M1D4LI"^#0TY6U+3QA">!6I'[FV,H6QX'=]I^&*PN@W_N1QK.3T"S1;I5H\9+ M36U8V-%9*OKMB:.![DDM?X584?
CJ,!2V"SQE=4[6F1M^_W*0)I9GLP[#O P M-;XG.STD%I,-3P?Q+;Z9NRNJ7GZR*5#;-9OR.VV5"N"_N M,@,%.&[WN4MYB<)2-*>
P7IV7K V<<*<66+0[QUI=G2T]@=F])=O69'I_=)M M41F0PVH8PQP2M6*I:]KJOVF4/TAEBMLCT191;4.:]6%6O4JA"V45H ?6"K7)
M7CR[WY;1T9RPR]@T\#Q['CK='3%0>/&:]0TC(?&?1]TP:S8Z M2BJ.9(NOIK7-6VV5=-<\^S66'3HZJ$D?9I4A0I5DF0-
0'9>WMY8=)B#!FB$% MG.&_#3S?S5-Y/T!;%:5I:/5CCTSTS>L8N(I@Z@B3?
==MS2:14E@C4IEC11RE/9K$B:;&6'D)4#B/84Z\HLLWTJ @P(;JCHGO&"N-'0 M)0FMQQ1GN,(^9RM;/HF=RR;]%TC.NDK7CSN\7K?
JY!OYC;&H?EYOB[PJ#(34 M3MM=O9KT4X*' *<@. D\@'8,2JY9+)'\ZT[D#E1E\K71 DX+MZ)EUGV0"HHQ M+:SYG9B4K>_ND^9XG-
$#\B [&H26_T%)U3PO.,+$4$DS2[/)2D>; EK!, I M(NSAZLE\>K[Z,!CR>-LYHN6F8O7<&+DI;H2YN7S^Q&Q7LXY4$C:PU*S$G-'L
MA$K#CPPUCZE\FD]MJQ:[TG;:R0+>CHY6QAQ-+S26OU%PI7T \PQ Z-BE]J:+ MUC+6J84:WZ?!.ATFDP"7 Q.X$A
V&F(2PE_FFP.OIVZ]+.=LV#9;'-'_(3J MUQKR.%50JCL1CUKQ>4=35Y,;+@*!U:EJ!--'URC<>>%S 8K/%K3BB])(T6D8
MM!12*3[O7GJ$1HJ#-MS3%U@E!PQC?IK833;3^C.X[#>.2HY8[_+H.)]G_!_)"VVI
M^>KE6LG0L>/Z^=VVV9),;-70B!K*6;8A4$5CJUY:G-N96]*\IRMC9M!URF).3%+ 0)8ZMS8WWHPIJ)KAF4/*3V2$PVHND
MTALTF!IOK&)X$JULSV8"]'["BK =WC-.FHS#T-WW;6"5\N%J"QB'3\@>*[C4 M.BDO\JD1E]@>Y'X/Z/.9DL"P050H;G=> M01)"-
*/=NDPA!"%G=0>46EB&2LVD "4-X2:B9^D1SE_74-SI/H M-2[XPUQ6ET.0FAXF]@2YO.=4R9"Y*BF("/WU)0"I8]
("W2T9MIE9[%OJN89,T/'+[;#T_O] Q.&-5'11V MCD,2+GA63UU+7-
[<7*0CT4B*"TIVQK4(%*O2PT))DG0GD$*01V615LIF1H9*;6FH(ZZM:'."YSPIY)[2[HZ3DL?
JA_EMN0]@5]&4\NOEAA%"SFJ#J,3,75K5&TE#L]N""A';= M>634&C'Q[?&U6I]1.T:5"5D-+V2@"'T>X# 8# 8# 8# 8# 8# 8# 8# 8#
8 M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8# ACHZQ'JH>>;YMB-)6Y;
(JOIBT;8;P2I4M*MZA4'?)*U)71.C5(%BA MN/7-A8#P%'DF#*V+01@%O0M!JLHGR27PJ>_FSM.J7.P;/E>4)PG-
JQ%,BII2]47.8WR@B43Z)3:NWY55%G]'W' M?U'%QZ6F(YLHU-6XJP:M;48@LZ,M:R%GJ!N)8% 1H4P3#..@>BGZ\N@XK4T@
MYOKJN^3 4^*?AOQ'+=++0'8D:3V!(UJ>P6*8,;51\+C\,6@2-[RJ899[N?DZ MP!J-F3R$HL"M"Y%'& <6I2)PS:T/*C&
("0YBC]!V78JUBC19V3JB4/0CI*_M:50I8X [^XR48!^V7.VBR@>H0;M06&%2+ MRD3MEFQ)&N6)OJ,P2](SF_HL9+:Q,G4"B5*M')5E-
-E,CUJ?D1*2LRZFND] M+E# E]N\&/!848!E!3C.4ADC3Y4H>1-:-@KA7\FE8+DM)=7*N8QO;&A!!#9+
MTO:/.U6+I+""WZ1OC8ROC[7NO:N+BH;"E1)VC4):E2%6WH@C+K;OKING^I)E M4]7,L>=H_''GEB'0R/NO/G_P"A'MY;0Q2>=-
)+NA,!H 3D) 4E:E;H MP.)059Q(= 7*%29 :$C-7EOA$KE\NA$"H"XI<]"LA75-*+=I4<:BERR]FLJW MJF0I!3.4%-49@
&]UCS@[)PKE)ZA>PHC3B2MK0[;]!@*CS'1]HC[7/7FB;)3 M1AZ1UTI?FQ>="&A%2:=\67>@EJ^T[3#,W:!(R4RZGCDR(\\38QB5C"
QU"6; MHX 94Q>4B5-[G;K=8//)A*&M7[J)X*EK#:5Q#$F2J F;F?R'I^G)S7L#B]#3^.KWYANIZLISDKRQ M-C?59E*6BX4\XMZAOV68
MMLI59IP&A"_QRZPP&2^4=@CRI\. M*Y]LQ]C#F]S6*49*6:45F>DOJ5U;?]?\V64U,#>=*B7"%I&NQ+"(,:EK\!$F
M>&I&H4>LF%M.2H#&$WE4>#UC!&3>.[;1V!.9>KKJN(F?8U,#3RZO)PUP2W9L.MI@SLCL\I&A8,REW5N+<%2Y*0O4')E#8!P;S!
MK"PXTG\M[/!FL9&P4 MN)Z#:4BLOW.O$B6$JP#WHH@D]6&?1/RGQ.13/G*'NU#VO!"[Y>'6)KY7/]-T
M(B$.FZ&QWFK6Z)MS[,0QY)-W61O[.%:V)R=HE[JS+TAS>E6*S#D) ;5L!@,!
M@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!
M@,!@,!@,!@,!@,!@,!@,!@=#*8O'YO&)'"Y:THW^*R]A=XO)F)Q+]L MWO4??V]0U/+2N*](?:HW%N5F$FA].O6
/>L"OM7\6\M4R8D4UM2T2CCBA?D< ME3/8M.;U(P/#;"Y77;4>*2R!Q=7\Y,SPB=O38B2C4B2HTKJJ"26#9YFQ!P#>
M&.0SD#@UF_UT-MR0+VF"P]H;4ZTC1: MTHAI1;";H:4@1899%N4N"3B?Q(EI M3,\F?6B]#+1RAKC4C-&XMJ5S*6)VYP&)2G
4<(0]AU#9Q MERBSRV73INH.MTTLGY*SE:DLU08,S8=3#.%N/J\8'*+0OGRNX^P/"&1MCJW(FDP13BWRV"IJPD

M*)88H5'*%"9QKE"0Q[(>PEM2A MR!"O>F0*LT+FFS:_1].CD4N2Z<77;<4VKEKEOW?[J O"%2$/3!
M_&GQM$Z=KJF'FG8S8+'7,79HD#D M8<4%1HIO4J)&PHW/VR/2]DA M7*0G*?\ 2X'/N#E#FN_Y'&I=
<]+P2QI)$TFVUG=Y*S%*U(F3;D0\[C3SZHRB MI-$O?E,6L]Z',*ML]UAT=[#VG[K X)7'O+9$ZF]F$T97Q4[L=P:G::24MD+" MO>W-
GF$:L).X"UHS2="L63N&M#RO,3)$YN;8E4K-GG$%C"&!W9P/S5>[?!6
MB4P)K0MD*LU19IB5I1D)A2%6ZS.2V5)&1R6>C:]&W26S9.9(E)J,U.K"[DE' ME&@$'6!V;MP!Q<]N\??'+FVK37"*Q5GA4<]BP!1(6>-
Q^*NT%9$2)I0G)FHI M0U0=^6LI"OV.UA;0J-1:-]S#$5L,\D?)_-LO$]BE%+P)^W(VY4TOFW1E*5^^ M*!9$(I
CB3]&BWKUPQ&"LR(LP/JFDEMB818@F%!'H.@0\42,"P0CMA: M/ 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8&)R^>P:O6 M].[3Z:1.#M2M6% E--ZE>,DY0!$G6/2Q$F.5B3IS!Z+"+8]@ (7H]& MM[T'Y*W)0:6B3MY*8.S!G# M'HL)>O6WOT?
AP.+&Y1&9DS))%$)$Q2N/K_;Z0OL;=V]\9ENTR@U*ITDQ;WK6M M8&*/T^@D5=F%AE$UB4;?94I]QQ=E?I&SL[M)%?
MTZ;W*PMS@L3K'A3[I5E%^ MHG 8+US0!]'I%K6PRW 8# 8# 8$23*_Z(KJ5LL$L&ZZD@DXD@2!1V&S*R(=&
M)6_!4G;3IA,L=>WE"[N@5"C7LP;(),]G6O6UZ0S/ 8'C
MZP="T#U@^OL(A:#Z=>ML(=AT(6@_L["'8]:WO_)Z=8&*,$^@DJ=GYAB\UB4D M?(JI]QRAE8)&SO#M&U?MU";W*_-
SYG,EDD9HZ!V<-ZT+2!M&\+485RSU1:W[(KUQ^C M?[&!EN P& P& P& P& P&!ZA_L_^[_X[P/# IOTAUC*Z,DK-!8/R-U'TA+I.
MR:=F%74$.CGS9IU(EJA#[TS*U)9*F".0I80,D)INE01;TG- , 3/PAU,<3/C MX0B6GR$3?R3^3+I-ZA1%NM'*?
(=)RI&ANUTY;D9ST^.LY:#BW!70D7Z(4MB(M^?3MH]\S,Q%(GZ?5 M?/HFZ[8Z4O?7#?'D_=H!JO%+!
(>TNHXT!$M54A%A#)EJ^=').M9U-_64F M(V)0(99X8ZT;&H. (\P!8,HB(CJM]?)I-IFW17^,_P!OJY5Q=\/T[?Y!SAX\
M(J7TQ?:$D^.RVW]KBTW,7.+@(@U,<^VY;!"-:R2&7LWJ"4@BK$6ORS@ MI]>G6YZ)B.JWA'^,_P $>I%IZO
MLIMV\F&O@(ZY=G)LDI:-\1 E<3;$\&3"8G%*:T@"3#M&!2^R-/$M"<7J+4M M6L6F.(GR33+2UIQQ/-HAM'RC0P&
]'^7_)@,!@>8/V?_'?_ !U@>W 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# ^.;[ZBD-
,>F:W>F*5C.W*)73,:KB511@=%8E AC<72L7,DN/ M.!X!# 8B$TJO:&C6#'@76\+7<%&^.S[M!S]U5T$Y.26!P13>B9,RQY*G72R;
M2Q[Z9M=!&H3$6Y4J0)5L@?UXO5!LX\E.G(:H4&E)R33 AQ"_O,'0-51RIND M.R/$3?O.7 UXO;$VP7IE%9;;8#RV-4G)&MC?
N_^E&^X_&S7%"PRS5_,$]F=<7K')U7UF&-->]O.J^2 MUY)(I4 &IN:B]GIXF02WK"35JA>A4&2=,?M($:8L0@L_Y'>DJ3L#K_[OW-NV
M> ;@AG4-PVX4IK>(Z6+B^^6)J&^:6:BP3YE0U2M2W*5IU,:G/V.C&'6TY(R M/6_TVQ@#8'WAYQG^B^R47CJX9XVG'?\
V8CBJ>:V+"8S.VFLX35C"K;4+XF* MD\R^WO$Z(E2G1X$#2_S6,G$E^5+Q1SSS M9/>W^ZKJ:@R&+T%7K^CBB"-
QH_3EM$]SJ8'M$D&T#7)V98L G @& AL1'+%J MA$F]@8>$:\6>=IVO7H*T>%^J^+;(XS\@$%KR1V'!>?I1-&V9QV]$K!&%DJ R
M5U8J./LR<;ZYM:01Z?6D2Q H1E'G)UAXDYQ ^4#@;;]W;Y]NJI[UMXNK!ON M62.]X-
N8PF3W*\)CO'F6CLI@:43>6K_DD5A15V8'ZW6! MFTF4Z&1,GAR7&M1(=:$(W4*,] -[]&!]C'A#[M#WMXON>;^=W$+O947AYU3W
M6'9WI5CM>I$9#"_N*\6Q';)535K)0R#0?P^H4_!_DP-)M'?>P+-ZI>X9#N
M9/$[=UN3,RWVF"VTFB]EO$AA=60R6OS)%8%+GVPF*C5;:SK94_+5X1E.R9M; MD)#=Z^UI^SAZ3!3OQ6^1KOFT/O ?
8"FQ^4[WGATZ<6:D)I54AN(MR1>/6H3K M7C6U3R>G.C!C,\1B,'AI1MB9GVM/.$H&;LP0A##:-X9;AXM)\C'G56U90T
MTH&7U5<;T[=,6_/K^%9,/L8UDMKH!2]3!CAQT!BI53LR%>U.KB:G]\';0$RH M!7M-:3^N8$?N'WG*]K#BUQ=-)6[N@?'Y0DD=F.?
=0N5JM=?.2YN8-)E#[M)6"NC(%)%AC:TM:PE3NHZX[5XO\,O4-3IY$ M@@MO]2F2%J:)@T#8I9'U1*)K:7R.2-J&8+XKZ
IOB3FOF*;=P=TWFRF2J+T3"90@A35&(<';M["13>8JVB1 M>]8EI4?<%)9'N0))#>@/5K52,C1 CPX/
'F_AG44HZDHOJ>@)MPMUIQI!W:T M;THZ>OJ>;IBZN8&U,Z/D^ADJ:V9D.D#8T(UZ,]05[@#H:5R1*$9RT@_9A8:X M4'WF#K*?
59)>QJ/\-5R6?X^HM*G6/K+[(O>+IIVI;65]+8G-^%5+/!)&XHO<
M"A07[I++/6(4IGK!-7A"$9@0^I'GJ[HMTE1]67S"FJ6,,7M>%LDT:&&>1U?$
MIHPDO"4!QS'*8XX@"I:GUG5>T3*2];,*V:5L11AI0@&""8\!@,!@,!@,#U#_ M &?_ '?_ !W@>&!JDZCN"S^I+;>.
>29*X1738F;S.UNGH\HT#7/<"?"_;%5 M-7;D$)B=7T;9C3H8"-]?]&6PP2T[6CQ$Z+TBL5KUW_A'XLK3US..OE]9_DA
M+KKI!NXYK.+>-?QCU>LE_6BR&MK%!*VKMGTYH^?:^>]#TMNRS'QU$3'T3JIV MI,4I#WA;H2QU5!7+Q[)WOW1-(BUNO)/V_P"?
[%5? M%C8Y50,-;]5V0?'*EV8JD$FY:H>5O[>VVG-Y"I3NTPGW6/0@=M5G7].)B[V M:YHT9K-'"M! F**4)0!UNULE8MSC_QG^4?
1%,5NGC)/\(_G/G//U=;Y1YR? M7-05/XR."HC&6N[>D'5+#B*AJI6TP,< YY;TBIQL>1.QC%[E%7T;DR!)[V*'
M<82SMH5"\X@1B@K7IKCB)MUWYZ8_S^BV8 MI+<$Y*95-J3MA8P1UB.]X4.V^,0" , 1"!&:NKQM'M$T(PZ":H])JY7L:U4>
M/=;WF_1?'CBD?\R_.4:&!6_J[JVF.,:6DUZ7E) ,,3CY?N=O;TWLE$CF,C M4%'&-,/B#4,XD;Q(G<9
O9EZ$$LHH!AYXRB"C3036LVGB/-2]ZXZ]5_)1OQ_ ML/6'1TV4>03J>2SBJF6>QA@FMN-0 IM3FW)BG2I
MU99ZTL'O4G%Z"BRO:A(3)XCPA:LS,1FAWHL\+*I!H)I1IP0IQ..5;HZ@^YY<=+:2CS_-7
M/G_H2T+QFT,C*12YO#M7C3#RV%RE_2*S MAL),< H@$^N8K3-@Q$A%K7HT$\^:W MH"H.IO)1]VAOZA)HDL.H;)Z+,=H1,T+<]-
5^;D/37.[$J4DMLB;6=[2:=6 MI03L"E,29ZQ>_P!SZ/1O8<%!><"\.OWFWMB[>\%3O6G/G<-,.*FEN@5L7D\B MB'KN"RHI)
[UFJ8ZRO+D$EF=8(X,"XM.2:8A4 0F'@+2*2S]!=*<^06=^>WB' MS#<[\=\OS-
'4D#K>11BANE1R):G0=02]J+>.4QU;Y%_,0V6HRN:^F+2\7=*SAH0P M]Q7&V@N/ G@$(GM.'5^CB@2#RG16A=7T+@6]D*4_L_=
R C#^C9XXJ;B'/\ MPIRQ4, :;LC*A].Q4J+QWH\J+)KWCC,\IQR)#'+510H((LV3)@)=](U:1'K M1209/L=_NBQ8'RK=F6"V^*C[SPT^0?
KEEE+5QOU50R"LXO?*2,O4KC%92M-6 M,3@;FW.&F1&XN)"]G>*_":K2)23%H69_]U%$G! =K0=6Q6Q%?,M]Y@Y6Z>X9
M2/DPY>X*IM&V7'TH"+R*,Q.0.R8%OO")@;%$@:F=Q4F/KM9"1E1)E)1*I600 MXJRRA(2/;""9/"%O_P#Z'?/O_P#IF]?_ $KJE:9.4<
"A.MT<8$7M >J%G_N\Y]J^*#R<]K^%CI*1,[BKLF')K9J9\ M8@JTT/E=A1>")Y0B)_4#L:>?K9/K%'Q/2?>M"!O M)]RP;$!7'
M':KT6F)"Z+^PC&Q8L" &CST#15D,5MJ8PW6O7&2E4/:H0 [WZ B.'O7_ %MX
M$)>/'HVF^2OO/_E>@W1$P^;&4=.SAJK.BVQX8).JW/YQ8]EU^]P=B0J&AF<4 MS;^DC0\D*$RM<-*A$4+UMG:_!Z0P_P
6%12N_NOOO;%%P14%'.+A67I6$0/, M4@1E!E$XGG7D98RU"PP99:5,:Z.119I@A:" L0M[W^# Q_PX^<#DCQ5>)^U^
M6^H&^30OM7EFPKR3(^7)1"YDQR:W95)I K?XXR;D*>*/3%&-%OCB-I=CG019 MS:F0[4:(/+0T.;]X&9,I>T"5N.6C
M:7L*DH.P@.V$+'^*:,>/>[>]>U.F^9IGY9/)!/*3YEL2 SV[NBW&HYA2?3\6 M?H>Q-
*2EX^]/T6KBRG"P9&C:]ML=;'DI"C4)F\U0:,M+HD>P^?5^=_&;4U47 MITSX^/(KW;XM.J8!()O[T\ 6"CL:02222J/+C"(_"T%A5J3$DD?
9GO>O<9VI M.L?E#,:4:4X^T+"$PT/Z)/AGMGJV_&=RC:_:S>XHNB9E!G)REBEZ8D\8?I$ MP ED@25W,'^/)$3:E:GJ85VG:W)0
M.0$T:GVNBR_:>H$-GN P& P& P&!ZA M_L_^[_X[P(HO(ZVD].V8.A4+ XW2*&/Q%7)Y6L @C()NJ0FIH^N?E(P&!TTM
MC@#T;V:63LO7X1:R8XY\?)$\\>'FB2@^<">3.:U%74R!ME5ED,DIESI, M+!7+R17#T#(T*AT?+#M)^0D+GHPRZ+4MZOG,^-
>PFJ6>EI'Y NT[C55/6[SRYU)YYZ8CGPXCCR95F>N9QQ$QQ'CS_:EG,< M\X,ZJCIY$XW#T[773/*[16K^ZVZOY@Y?
EK=#H?:3NJ&CKNMJ[GLC?U3R_N.Q M[(/5N3VK0-QA1WL @]N+0@5G#U1]D3%HGRF8YG^'@?F8K;B\\Q^R)_P2;S% M]XD=
[YZ"LR#N'+$N/A.X:2JY_KBI4#M9?1%AS@;LWDI6V0IR%#="V1A5Z[-+1X=^;36X[TK2P M.8T/Z2Q-W#7U)4%1DS571?
=BVVWK#$TF8W=S8VTNMVR!1CV>RW>4&*$;4VJ@ MB*(&X^J8(I;%TUB_/V3]>"N?GFLUGKCZ>'+4]V17/E*Z]L>
<=6]%TG;\2@W- M$S3P^LJ1@%>+INL1S12YE:)(J:+KVYX;IG'T*I*G/?K'7H5;:H$67[B2*B D MI2NC'?
#CKT4GGJ\YG\/P_M_>YKTSYIZ[1,1'E'A*SG(UQ>3SB6!6-?,KY.ZX MZ(2VX4QJ; DO1<_G?N:JW@EWN&H 1HH
MDE*7K1F62M+VXK-8B(\./_GZM:7S5CGB;5F?&9^G[H_!MT\=/D@O'LBW;#K. M=\^,Z2"PZ'))0BZ.J?
YW4E0J)$:N;4^ZR6I[MKBM).=+PDK##_61%J2= 2F> MN#0-Z,WC:O3$3]9_=_*71CO-^9GCC^/\VY/*-'F#]G_W?_'6!
[@CWK6_1O>!V;PR M,TA:EK$_M#8^,CDG$D<69X0)7-J7I1>CUDRUO6E')%2<7JZ](!@$'?H_8P/3 M'XY'HFTI6&*L+-&F-
%L[:)EC[6A9FE)M0>8J4;2MS<0F1I]GJ3AF#]0&O6&/ M8M^G>][P,#C=$TA#9BYV)$*;JJ*V]Z/T\SJ-UY$6.8N^E6]
[4ZC>!U::HJG1IHBB1UA7B5'7^@A@:1-"HV0FA M(0*"E8 Q$@IL"5&]!5$ -UI'HGT& "+]G6MX')L"KZSMED#&K4KN"V9' *0+ M
Q^P(BP3-D"K+UL):H+5(V]R0:4EA%O01Z+];6M_@W@=Y&(K%X2Q-T7AD;88 MC&6@GW.TQV,,[>P,36G]80_8-S0U)TC>B)]
<>]^J66$/IWO?HP,%/H2C%-@% MVPII>IU%IDF@.)LL^NH>;8!1Q8=!+-+F1C.*1 - '6M:%I3K>M?L8$L8&-2Z
M&0^P&!=%)Y$XU-HNYA"!RC0"L(^1$ZT@T/KR*I333DL:@T998E'TQQWJ^V-(9F!$WMQ)IOJ:]802];% MZ->G
Y#3!X4P/;U)F*'Q9EDDD%Z\AD#3'VEN>WX?M=G>N],J-(2O=!>V%L?I M/,,WZV_3^S@:E. H2FG-SFG5)#3
M$R@L(RQ"!O8!AT+7HWK6\#EM+0TL#8A96)K;F5F;$Q:-M:6E$F;6QO2$A]4E M*A0(RB4J1,4'7H" L 0AU^QK Z)77\"7RA)-UT(B"V:-
Y0"4$O5QIF4RA$26 M4H(+*2/YR(;LF*+)5F@"$!P=:":/6OP"WZ0]\6A$,@R14@A,1C$/0KE>UZU'
M%F!JCZ18N$662)8J3M*1(2H5B)*'#9@];'L(=:]/HUK QQ[IBGI+.66SI'5% M:O\ 94; 07';#>X+%W6_M0$YPMC!HA07H M[WKT;P,B9
M(1"XTYO;W'(A%V!YDRCW7(W=D8&IJI]TO:]"D(5NJCW0J-,]<\9@O M7,$+T^D6][##Y'0M&3"9M]CRVEZGE-A-'N?
WIGDCKJ'O]\HC]SZ,#,)/!X5-@-YT+]4?HU^S@>$T@<'LF/JXG8D,BD^BJ\18ET9FD=:)3'UH MB=[$4)6S/B-

OE90IVFB90F]72<]/*5[(H?"3B-!UZ@@GZ$#T:]&]8$Q8# 8# 8#] M0_V?_=_\=X'A@,"@'D&Z2LNC(145>4,2P Z%ZJNF,\]T]()>B,
<8; 7>0H71 MZD5DR5N"(L+RGA46952I,W['KW3\T?3BCZ1]?\ BPFE.>*?=F_&?'C]LMJ3 M/XNN27#EBM^4[DKY->$1@LB.LET?
Y:M=VB23&Z7GWV4S"UW=TBCFR.&I#)G& M0KA#![<1124X"?6MEE%ZUE-[3:;1/#>,<=$4MXQ"Q43Y$Y>A%,E<\1N@ZK2T
M@6J(<#JR7P]H?8JYNB9P!]$== M^KJYGJ_'ZIZ*=/1Q'3^"76* 0.+.:AZC,(B$<>5;4V,2IV88RRM#FI9&5.2D
M9V=0O;T*=4=E4O7492U=5 M8X3Y[<)%,W*&QAN:'.1NSHL&X+#G-Q)*VN.3#6F"- F]II,2,6]EEA].\F;6 MF(B9GB$1$1Y)Y]._\^__
.0D]._V?3OTX#>][_9W@?F!Y@_9_\ =_\ '6![M15[BLFE"]>)J0QN/R%L=5 M+0\ORUT),4C3'&##];+"#8]>C
[B1657,0'("Y;/X3%QQ*)[GLJ!(I4Q,@ MXS!=*%Z3FVS1/2MJ5%>^*GV:/VB8T/M/26/6@P6!],\X6E7SY;59W
M_2EA59&#UB62V5"+3@\I@4=4MQ91R]._2]C?%T?9ST1*@L9H%"@L18# B%K6 MA:WL))136&N3I+&-
NEL97O4#&WESEG1/S4J=(88[-)3\UERQO(5F*XZ-R8SP M+4^E@"=G)!A.!Z2]Z%@0[,>O>3:[/8DU@]0<[P53*(VU3.-
)YC==:Q@^10]] M 88R2MB*>Y*A,=HV\EE"$E7)]&)5 0[V6,6M;P/"6=@E_4K3#I-E TD-;;6M*#UZOEBDLXA,:3&TJ,P
=^C8@ZV$S&JTI*4Q<]Z#H.O3Z?1@0[4/2?.W00Y(50U]4S=9D-5DH)<74MGPFQ1Q=:IV>%,ED(M(@]O F8]2)*;HL*CV>S-
EC]7T^J+T!Z*_P"G.;;8G,JK"K>@J2LFR8+I1N;5 M] K4@LPFT0TC6 ;U@I-%H^^N#XQ!1N PIS=J2"M%'[T6+T#_ 8' (ZRY84V
M#NI4W2_/ZBU=2 ^)[K,BY:Z-L'4J3'C2J8UN&%R,4CU($ZDH18T7N;W2 8=A
MV#6];U@8:KT@*#&&64/K6Y/NS%XM$!]REF^D[>B]?N]ZU@D>=Z.7M37=5]T MO3[F^(SW%D;K1M*#U^O>&]*<%.J7-
226/K2H<$:90+0##20C >]!WO6_P & M!EBRU*P;J^W;3A8\#0U5IG32'=F+)?'DU?:8%FR@I'SW+];T>N'TA[8#?U$6N2U**MNNI+)
(?E4A0L9\!LB'3 M$EY6Q$AH4RM&U&1UY<0.*J,)I @,<2R=C&B M3B.T#1Q>Q!U,$Z_L>D*\P)!VU*\"9ERY$V(E;DY*TK>W-Z
M50N7KUR@I(B1(DA0SU2M6J/&60F2IB"Q#,,&((#O>]ZUK PPZU:O3USNX5 M%D0(BI-1TN8;M(Z81XJN=1(U.%65*-
S<;B&,_HZ:D&$T*WW5[F$7O0M#]&_3 M@1HU=>R].\]NU,)GP$94VXW7/7*RLTTD,,))+CRF=D2,<7(?!FJ"
MPA2#5:4;$8'6@>D6O2&0UCT=SS=CF[LE-7S3%MO,?1IW%^:*QM&$3US9&]6< M),E7.Z"*OCJJ;4:E0 199IP
&/6PZWO>O1@3/@,!@,!@,!@>.PZW^'?IP/S MU-?]/_TOVL!ZFO\ I_\ I?M8&MOR1.L6' ZZ@=F<8D]>UM8=GP2()T"F>02' M
B=J2Z4-L.K90G%*7!K=T:AUT/U@F;#N8F:^4\(M6+1Q; MQATCU?/*7CB;:HHIBHAJI]^M^OWB5UM2U3-\)+D5F7
@D=:PY)2<7)3+VO=@ MVK(7FQR]ZCAS^\QEBTE-2-[VZD"3&)BC?:DI3!A]H(PLK MTC#"S7FI\I* ,$KJ3H:.(6.]G6H^UG%]ZZ4YO-
JAW+8:O>+56RAEOMGGCU6S MJB3M;*:VGH?;E.9#N 16R-I_9*C0D^%>2:H)O]#\QOA\]2(^N&]U7D.:@,:6 M-
5/@)=A0N(G6*ZLKZZ-BEHM.T_9QJ*N3.8NLE-##VSJIP2;B5RTG.YQ_\ LG-UC.TM%8-41^7CL"I&F5I*R7%-3B\(M](M+U2%*J,3FK"-
""5)-Y0*N3UDLNBOX0ZV!3KI:[+2E8W,HGU95]3-FS@39 M+ULY=VZSYS)FJ,Q^KH&[PY1'?TF7F%HW^5;TW,X%WK%GF!?
>HY]\Z]:0RQA1 M21P84N94[N*)RHQA4/C*(T1A8DRE=%GF11AV3&"*]HE7-R]8@7)1EJ$YQA1H M!;"1O4U_T_\
TOVL!ZFO^G_Z7[6!^Z#K7X=>G \L!@,!@,!@,!@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,#07YC[,B^N@_&]2$DN_DVCFTJQ
M+UZI>)%V@0W.]&+]4;50JQB4>D46<+/I_P#29T=)5T2!:V)RWT@92IGVJ]D> M%-LO8:[^=)]7#?->:YC;!4 Z48 MWR-
P4QR$1222M>(A.8J?GK0^(N4^L],$6E='M;CQLAD71S38\J=YJ>"L)-SG+>M')^BIAZ\\R/2U: M@*0%GATK(5%A%[U,(QT5&KGJY9$J
E%L]']Y>/G@ZU.I^.'.1ZYEZSJZ"/Y? M4#R"BDJ,,.LV9SFEJ;Z;\@M M? =G%-Y2)]W3RKV+W5ZVR_5F*#7 MI" L'I#WU[)*=B_4G:Z)D[
\2E/-%86/3'$=?UIWK V6R[6:X3QI0D!KHA7% MD!O4-+&Q>(OEER>2:(1[:U U"HDPP*D81!)4[:M/FVMK"[-LR'2WE^;2F-
MP"O>0>MO&CT_$&2%6#T#"X%&A*:^3<+*VMY<++BAMEQBUC$41;2V"2Q:3.VB MPDA;%I*E?L.S['L3F:A9WT;.JQL7GD8;#>)!
(+A!-9^T6POC25:6US-BF1!AAE:>.'FNM M3V66UGQ\CM+B:L>GF:5O$B<'BN^+2I5$&F=Q6UY0X.CI)"8<4@1-D>F[@K6F
M^I'E+B)8?[G]N9@0!VY8W'UET]U>Z<",2&6750O'[56\VZ!XX;D[E$*YYAM* MV:^,M^FH]-*B=/T:?;
<8::ASO)V)@1IESQ&DR8*M'M"8X%A6!Z[ALGQ_.TY\ M<RC1M9YY 47K+F*\57.OCGA'4:KD^-<\^06T([/["MZ#P
M(/>%YS1T[4KVM9)=$MMN0,#>X6K(QK8J&:(8X0M9'8+>D2(2S%92M($YT?QE MT1Y!.?>AI*HB?
%$8H7R"=*=$VLIOF812:6/UTP4C(K87PF$B@34NB["'(Y," M:>KMG#%7?](%)#((25P]R'GE[(V$N5WX/3FO/!KW>->,(
M4^I:G.]S(];MF1B(NI[^4HK5 MTFZPZJD$+=J2Y]CDHN'LI%/+IYMJT$'G4YBD+B4)A$@LA58"N%M*EP'"FV)
MI5(C=&G"/"W]Y.0Z,OGSQ=OE\Q18Z($\>>,9I MCAR&DHNG9Y-%W?
N._2'CH&2U\TQ)&F6!L]EYDY/,*CQZM7CX<:!D8N2IX/J5ZE/,)\4?&_GGARI:9L5PO)38$M@WNX4. MC]SLQR.*DM+TH*4R5\<0'C)/-
;E!R<*D0JL9M1E5\?<5RIM=EC%Y>7?B3H"6 MIAE&FIVOH2)V-%>@?(FS.(=E_P#9 V)3#$TK-!.V$*A2B=Q;T,0Q;T$@+I]R
MS,;10HH'*:*Z@IKO+R"119:O&L_()K?R61MC0X1F*)#C$4AVW>YF\8;/O*;9]FSP^M>"N?JLE=XS2\ IK(Z>A<
M#F<)@,B8N(8A)VYKL9O_ $NL&31&+,CAT#(SB(0C+.6@4*F=0_GIM;,0;$ - M6%4RROD-:>-*F>PHVQTIR=0O<'?M37%7ML/40-
IN#W;3\KGC]PQ4]Q2="Y*J MN.CS%#I()='BSUAK"MD;*T;($:<%$$0;07.X/'ZNIKR3]D4?5<(GD>K"'K%] MKVL3%FMZH/H*;N-
Q+TV"6*O>T!: M8+2^-[EJ&\K<;^NB!"F7N6 MSYHX+U&@GC'H S=^CT;P+X8# 8# 8# 8# BBW*ACUR-D+:I&O>&\B#6O6 M-
O-8V8U&2:ID-52]MF;"@7;6HEP!LZYR:P%JP%Z+.$2(6BS"Q>@6@@2\>%J@ MZ2DJN476MD,R<2*]M"MH4H"7&F-
TJYILN35/,BI#6\C98\CDL7G\"E-/MB]A M?25?O@E4B$,TP[9:?V(3*JI]W?:LE%7RZX[5?!2:)MD7!83.YL-?67'5*&(M M$?52Z-R:OF"-
:;I:YR!M-D S]D&)RG-88440!O"4B %5XEXUJ;035#9%GR60 MWS-]60JLZ1K[(AE)H8],7S532.FV4#] *]JN$P(1C'&)2K/"O(;2G=6N$ 2I
M6%5CO4=K*-5;.4(V9$_6GR2O5%$F!9 MA)HNL8K"6'2/UE1:X!SF,(1AVF**("'3R7QGT7(8J1'TS[-XR[*XAU#6TTFL
M:W$6^3675W6RR=/EEUS/Q"BAS5(8PTS&:%OC $Q-H]I=&E,,LP19S@4M#N%/ MC\A;";,M4G;MM\\-$NDD6FX835FZ[^;!FFK-
"7BNI8[)JLF$!E-?NC+:\17H M]2-D7MZIG->&A(](DZ)Y]TKE 68Y]HZ(\WU!#J8@REU71N'%O0DZ][TT%N3@
MXR21N\MD#B>CCK1'XTT@<)"_*CBD#6WM[6WDC"F1I4Z4HHD 3+@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,#I'>-1Q_P!D MB?H^R/8DX1A3B=VI Y;("9O6S D[6$';*"/8=>G0?1Z?1^']#
[$(G*8^?$I M-%X[(HJJ()2J8R^LC:[Q]0F3"+&G3GLS@F4-QQ! R@[1>PAV'6]:UZ-8'L
M516+KHX.'K8VPK(D8V@9S(LJ9V]1'!M!1022VH;(:G&V";2R0! $C97LM!UK M6@^C6!XLD3BT::FABCD:C[
QQ_6],+,R,SY"4'O:%"LY0(?M!'FJ#4@ MSC#A&;];8M[V+>_P^GTX'BXP*#.\F:)J[0N)NDRCY)B=@EKC'&=;)F1.=Z_M
M2&A^4HS75M)-]H+U@DF@"+UM^G7X=X!V@4&?Y Q2U]AD3>I5%]CW&9,[1UG< MI!'=F;V(S;$\K$9SBT;,$+>Q>YS"_3O?
X<#)5*9,M3*$:Q.0K1JR#4RI*I*+ M/3*4QY8BCTZ@@T(RCB#BA[", M;"(.]ZWKT8'2Q>(Q2#LY$=A48CT/CZ49QJ M5BB[*VQ]G3&J#-
FJ#"&QI3)$1(SS1;$/80:V(6_3OT[P.)'X%!HF0])8M"XG M&DTD6J7*1)X_'&=F(?G%:$0%C@]$MR-,6Z+58!;T::?HPPS6]Z%O>!D)J!">
M20G.1I#DZ4Q,O[J2-+Z>D,=&Y,I]H+VA9)H #]._3K?IP,@)2I MDXE DZ<@@2H_:E4(DHLH2E0(LLH2A1L 0[./V42 .QB]
(O5#K7I]&M8'';VI MK:2ADM3:@;"33-&F%-Z-.C*,-"463HP9:8LL(S-$E !K>]>GU0ZU^QK6!^@; M&TLM(26WH0%(#MJ$)0$A
2T2@03@"/2 "7H*8X0%!FMB!H(MZ,%KT_NM^D/> M6E3%'J%)28@I2K]E[J4%DE@/4^P!LLCW0:$.C#O8E[V$'K;WZNOP:_!@8TPP
M&"Q8I\(C$+B<<)DZU0Y24EACC.T%2%Q5A$!6O?"V]&G [+50![T8:HT88/6] MZWO?IP,C&B1F#2&F)$QAB
0AH3!D%"&B&,D:88T@Q V),(:]@]7>P"V' M]C>]8&.)8%!44K73Q%"XFDG#HC WNKKT:_!K R0*1*%48M"F3A6G$%)CE822]*C4Y
S3"$YBC0?:C(),/& M(-[V$(ABWK7IWO ZAZBD6D;.[1Z0QM@?F!^]?W\8WIG;G1G>?:>RV9[[-BY M,>BH%EKQ_LU@L*H
MX@SMMHM+Z]0XQ+/IXTQ=S,7H(Y(XJZB/*1+Q;)&!8$)9GH$(!FM>IL-:.K_^ M]$["$6H5X=/0, !Z_P#QMT7Z?
0,.AZ]/_P#DG[/HW@?OS_?>BOB5X=/A;HOY M28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 M?/\ ?
>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^ M?[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?
$KPZ?"W1?RDP'S_? M>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_P!]Z*^)7AT^%NB_E)@/G^^] M%?$KPZ?"W1?RDP'S_?
>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_WWHKX ME>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?$KP
MZ?"W1?RDP'S_ 'WHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT M^%NB_E)@/G^^]%?$KPZ?"W1?RDP'S_?
>BOB5X=/A;HOY28#Y_OO17Q*\.GPM MT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/\ ?>BOB5X=/A;H
MOY28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_* M3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?$KPZ?"W1?
RDP'S_?>BOB5X=/A;HOY28# MY_OO17Q*\.GPMT7\I,!_P!]Z*^)7AT^%NB_E)@/G^^]%?$KPZ?"W1?RDP'S M_?
>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[MT5\2O#I\+=%_*3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?
$KPZ?"W1?RDP'S_ 'WH MKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?$ MKPZ?"W1?RDP'S_?
>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>' M3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/\ ?
>BOB5X=/A;HOY28#Y_OO17Q*\.G MPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT^%N MB_E)@/G^^]%?
$KPZ?"W1?RDP'S_?>BOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\ MI,!_P!]Z*^)7AT^%NB_E)@/G^^]%?$KPZ?"W1?RDP'S_?
>BOB5X=/A;HOY2 M8#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\2O#I\+=%_*3 ? M/]]Z*^)7AT^%NB_E)@/G^^]%?
$KPZ?"W1?RDP'S_ 'WHKXE>'3X6Z+^4F ^? M[[T5\2O#I\+=%_*3 ?/]]Z*^)7AT^%NB_E)@/G^^]%?$KPZ?"W1?RDP'S_?>

MBOB5X=/A;HOY28#Y_OO17Q*\.GPMT7\I,!_WWHKXE>'3X6Z+^4F ^?[[T5\ M2O#I\+=%_*3 ?/\ ?>BOB5X=/A;HOY28$-]$=X?
>5N9:(MOH>Q8)XD5$#IB# M/,_EI$8.Z$=I$TS2,Z"7W1SU35K2E#'DZI(PHY%85=QV6/25D2KEKBM3-*=Q=C)RSE!YH
M"=!T(P8M;%L+'8# ^4'17LRR MP:WZ<"5?U?/G%^W'2_46JW\]\+5;Z-:U^'>]_\ ;/V-:P-<$QMOM;5, M?
>'^/>O>IS.J@\J<@569#9IJLH55Z0;A:,;7RI^6I6**-I*HKVJ14D2B J6* MP^E)[0O1?M!!P/LY\97_ "X. O\ @MY>_P!R<)P+P8#
^J:WEE>6NNF%!C/"?B.>.JN,N9.D9SY1/*G'IC=501B>2 M1CB/4*Q/&&QU2.S7B5=M_W)PG O!@,#YR/O5/_"?+ M,_\ '/F?_?
%&L#49T'_S*/.O_P"B*@_W8,V!MP\._P#RK> O^&F#_P#S'+ V M4:3GBUH023-AWK6];T 6];UO\.MZWZ/\N!ZMA$'?
HWK>M[UK>M;UZ-^@6M;U MO_WZW@-ZV'>PBUO6];WK>MZ]&];U^SK>O\^!^Z ,6A""$6P@UK8]ZUO>@ZWO MT:V+>OV-
;W@?FP[UK6]ZWK0M;V'?^?6M[UO>O\^O3KT8'[H Q:](0BWKU@@] M.M;WKUA>GU0^G]CUA>C?HU_E]&!X[_!^#?[.L!@,#S$68
(!B ,(#->D A!W MH(]?YP[WKT"U@?FP#"$(Q!%H(_3Z@MZWH(O5WZ-^KO\ 8WZ-X#01"UO>@BWH
M.PZ%O6M[UK8]^@.M[U^QL6]?@_SX'YO6];WK>O1O6_1O6_\ )O7[.L ((@[V M$6MA%K]G6]>C>O\ +^Q@?F P& P/W0=
[UL6M;WH/H];?^37I_!KT_P#MW@?F M P&!^Z#O?IWK6]Z#KUA>C7I]&O3H/IW_)M>G>M?^_ >J+U?6]&_5]/J^MZ/
MP>MK6M[UZ?\ /K6\#\P/((!BUZ0A$+7K!!Z=:WO7KC]/JA].OP>L+T;]&O\ M+Z,#QP&![]IE&M"%L@WU0A]86_9B] 0Z_9$+?H_
'7I_9_8P/1@?N@[%O6@Z MWO>_V-:UZ=X'YK6][UK6O3O>]:UK7X=[WO?HUK6O\N][P/W>MZWO6];UO6]Z
MWK>O1O6];]&];UO\.MZW@?F P& P/<%.H&'UP$FC#ZHA^L$L0M>J'T[$+TZU MO]R'6M^G?[&L#TX# 8# _1!$'>PBUL(M?
@WK>O1O7_MU@?F!Y@+&:+U2P#,% MZ-[]4 =BWZ Z](M^C6M[] =:].]_Y-8'Z(HP!GLA%C";ZV@^S$$6A^MOT>@/ MJ;UZWIWZ?
P8'AO6];WK>O1O6]ZWK?[.MZ_!O6_\ V8'LT0?LO9VB3=E:].]F MZ+%LO6M;T'>]C]'J^C0MZU_[< (@X F"*,"6/T>H,0!:
+UM;V'U1;UZ-^M MK6_1_G]& ,(.)]'MBC"O6]/J^T ('IV'\ M:];6O3L.]_A_S8'@((@^CU@[# MZP="UZ=;UZ0B_"$6O3^SK>OV-
_Y<#S$2< 3!E& +'Z/4&(@A%ZVO6#ZHMZ MUK?K!_#K_/K &$'$^K[4HPKUO3ZOM "!ZWH]'I]'K:UZ=Z];7I_S>G \/5%L M.QZ#OU
[T'8O1^YT(7IWK6]_L>G>@[_^A@>8R#BP!,,*, ?H]08P""$7K!] M8/JBWK6M^L'\.O\ /K \ @&/0MA"(6@!]8>PZWO00Z_^Z%Z/V-
8#U!>KH?JB M]38MAT+T;]78M:].]:W^QO>M;P @#!ZOK!$'U@Z$'UM;UZP=_L"UZ?V0[_SX M'LVG4!#L6R3=!#KUA"V
7H"'>]:T(6_1Z-:].]?A_P"G].!^ZUO?IWK7I]7 M7K"_Z-:]&O3O_-KT[P/,PDTK_P#"EC+]/X/W8=AW_G_8%K6\#PUK>]ZUK7IW
MO>M:UK]G>]_@UK7_ +<#V[3GAUZ=DF:U^#7IV 6M>G>_1K_)_EWOT8'IP& P M& P& P& P& P-
#OW@W_RQ\B_^I9R1_WJ;8&NWJ#_ ,POWMC_ (4>:O\ =<' M^RSQE?\ +@X"_P""WE[_ ')PG O!@,#YR/O5/_)\LS_QSYG_-\4:P-1G0?_
M #*/.O\ ^B*@_P!V#-@;[B4BKWH'G3R1>0%92 ZW3)ED!C"![36)SZ^BLX MU^4RI\?I4_6M%HV:T[(2LI388$A*4$]-M0<$]UW?
G04"Z-YWI+>@HI5Q[_TK0EK' GC9?G/-MHY6SNY\,5HVYTA06Y.G+1=5PJ85,<]KI%XZ^8GSM7<19EJLHF?O4_N!AA+K6SH@3&:)
M=#YGS?4EC(4))P#/47.!!H-:&$(L"&J:Z-G%P6W;:NF>DJ_YS@'3,[ZCZWUT MI/HI%K$]MS7S
\U;R#5;!6$8L)^98*0VN*R&N4JDCFI]T^X&@P&B2BS5VE10 M1,X=.]0W.A2=$+)K"DYD?\=%)0LSGU76JH4#L'H/R-
7DMIZ!R!6@<)J2](6. M3QF$,4K(2J$YZM Q/0VH!VBU9RC8616]HVS7];3KIUNNVBB:LKD'9++67C\! M 6M+/955/%R:?
5^G>$EGM\@5SE@LEH"5)P3%X M_>A^O+3N6Q:XZ)($YM+12U>68O<'B.AKX1>]ANQ*5@%&M$AA9/7U_O\ 8<#L]FNFJD%?
3OR%N_$41XR! M73 Z6"^0.$61(JNM&V)+90Y*"P&.R8@@B3G/C49" F/-D53$)U99IBG2S]O MCZ7-E(MEIG&LJ>IS6J491
EJ\@U89KUEFO0&27# M87<]>SA99=M]'0&92R@/'&ZW1+*#8J/:HS7?TA>P7-KH:KJD*.2SP3]*&DB; MQ-
8H*=7,D]>22)6E("22Z:VE"P<_G+Z)M-O[*_-7-ZUCO[H7H"(UK.&6VI=T7>=9-HC[8C-=+WMU019G>)68I>"4*<:,:7Z;L1LA5?
PNWVN-=>6BRLTELZANB&]WF\;OZHRY(UR9O(K M^01A(YM"4Y0 U\]K","*EJ,P*G04R\\M,4<:21[46PJ(+L_K=RHL3-$[
MF*>+]A]Y6,VW5!WRFN<(=V!!*?IF!1MQN%MKRO'6TC^1;]D\ F\\CRX;DRO2 M0MQASL "S_9%^DL,'4]\]BK.F52=GBZLR
MG(CV&]^IX":2+H=NZ0;KG2A8GF3,$<9H2:UELJ-* M2<2N+5[<"PY=,VI>_4'2OCJTA[0TJZ#C[+7 :\H MR/K9ZTR9S?[9CW*_P
)#H=($I)JF4L!YJ)"8D:8L./U#>-P0SJ3MWH"FKU MKJ+JN4X)Q;S4PT5((>T6!(^@;*LJ2K[:=*E1)5# M7-"$>C
I4"@DX+91CK*XYYU7.N/HO^BVK JSJ2<.UKR(4=TL15[P\Q0JN)Q7 M)JU(%:!,=9]UO]DIXHRKABUH1;8\.>B1;0>IL*
<^21VOB8WET=$ZTN1"UQIB MY$I'E:,U,9'3 DN%Z^2>]]UUI+>-6E:SSD1 BPJ MC3MAVUB=>]CT^\SOG.)R5'>,M4]BQ?
F2LK;A%,T_$WZ%QR.\EL_1UU1^+5K8 MUOP.I9E)H7[O1LL7V_R/W2(DY6>N+=#T&B5 7(YWZPLHS@"T>IK]"WC=JB9^
MEY&WRE#\V11EAP*E!RDV'S1Y::>G]FUR/JUO+:YI33UPM#;4YAY_P">+:)KQHZQ<^Q:[N:V;'Z"Z#=^>&AGN2_**1,0
M:^@+&P6];S Z&>_"!X7N[..'N0$8']%Z !+U=^4/M)LAK]?%DP9G>(A)^/ MYITZDKJ0H^;XA"JF&[/,#::(I:Q-9I?N,:Q.) MN%HU
6$PSOH7H5CM^8\E6A?'/_6,/<'GBR"SB1-M+,452,$QZ,M253*V(4]- M$2F;VS+HU7/,E"2:1LH##/?8!#NA.OU>=>,SAT1!6*1V M-
0TKFG*7Z!UE7DMJV85Q<=X0BC>?;3YVOZ#V,3+AN T]GMK7*&NP&M"^MCXX MEN35ZQ",96PG=YOWJFH8W;#*VWO&W**
<]V[3OCVH=NC/-<:FDWZ4Z.44Q7Y< MRDCN"57!#8_&TD:DKTK&THS9&WH#5[6?
IV]ACBU)8@O=T'9MOM%H\V\K0F_(52DEL.K;9M:T>GI] X2_+/T7H9-7# M&^(8%7LE=62M$LSFLCL0MW<1J]J4# P-
ZL128>Q%FDAKC)[\[%L_GJT;1A]H M596S?SKPX=T!-[&04BEF!UUVJ^V]><:Y[#!HC*Y0!IA,!Z!K2G6Y^5$&#<%: M9-
*DVFX8=C*4%AOBA2*P%;F%SE\C9!$NT1KU&;7S3'B$VH/8!3CP_BH$YS8?G3F75O/U(0FRKEKGGQ-(HBED-<6?Z!M**
MZ^;RLJZ2.,;&M=VIU-#(B"5NCM%!6&AT4<[!NTXYVXHA5V/#+T3))6UR%;J.SQ]G4+CK>G:V5*ECICI]=?
2B:84US9>MFUL3+ZNVQL(8_[K=FY2I!)DA3BF'H
ML9YX7@[9;Z>!2M.P;IM]LFXS7"P8DA:J1K,+;%I1V]9L>R4;K'7.4MC"XRUV4)34,?2 2LQ>U;H
M@&A#Z&J69V6.4Y4D7CB=Y1LL7JZNHTUM\E:7./RE @9(:RMJ%-*(X^%)W^.R M+21, 2Q"O**6ISQ" <
(]"U@:@+9AD#E745A7GSLEG%B6]SA;CK=5_\ 3,@L M%YU'X2PTK62Q4X^.6@HTUK4+;8*>WA16Z?;<'WF:HPH(1)Q$:.+-
#NJU/?.1XM/+UY4YYNJ*51>S+2U$4U7BB M(W+T'-U7FID>GS388L!I"$Q^ M.FU5L/\
&1>W3K6=F4K[>D6DC!.+5&WN4ODE:.PDCTT-!;LPR2 M 1AA"6-H3Z9TXQ'(4>@A2B
$*0V(\NO+*W:7+E@:F'2QWC&EUO]BWR*Q7"3 M-4JNCJ*<4'$^>[.L]>X.SY#V%1#)=(9K)(T+W(26PP]F-+)*TV@T6(+P>/VJ
M'2IK&ZJHR)OU31FP:O<>5BIY<%/2:U+AK.VPR-ODLYE#+.HS=-A/QQ?62J.) M5*:1R](X;/7M+XT.)C:3L@E$$.PL=?/:Q[>
[,OTFS;4N$GE?QOS>UHG4S\I: M 5G7\[MJ1S>30J$0:#1AH9TRMP#"N=3/=SL[F.;ZYENOH&I 1HH@ 13XO(2] MU_?
Y319#C55F7?/N)(#T39E]4C;-KS53,76WYTWF*V3II#+Y*_0>63E<[(U# MG GID2,21OCY3FVH6XI
6488$5>0GI9VG5VO4WC\)Z,>*5\=5G4P]Q2QJRK: M4/=%R+I5@O"O%W3;O:-E-2E.P-D9H*B0+HF E1[I3@>Y"[B-"$:0K>@RUWO]
M[J?R9]3]+)TKS8#),VRSN!Z*JY N- ELBY^;&7DR0P2%L!7K^YBG2<77=LI; M%*L.M[2I$JD\?^C3F;T$Z^/9Z=.?
N(NQ^L+4F9D\DKU>79G0W2\R MC@.-;J7F.IE9QNFV'O+[3:\UC1$^J2G:U*8H ?W/X0IE0?+G^6^BK&Y(MA7(SQS!&6+JOK#L]1?
A=CW)T4-T#;3\;3:>-REU?3FN;O"*3*MLR8(50"EAHBPE7H+H^X*R97:)+.G M:+Z;>Z:3]G= %7>V4?'D X>PA7G$BU^6Y'#N3X5):?
BUQ2%WYUYRFG6DFK$@]]:+;LRB+/[MG]MD<\6-%A6"&)1^(LK00Y+"DSE(E)KJK)$'0D&@W<<\J'"U^?4:>QK8 MK/J-
KEXK#B@[7KF,ZB<*MNOQR*01)(:X1YM7*F-.^GLQ!C<]#93]LJI:2:<@ MV%.8 (0TD0CG?
FVMZ0[1Z+U]>GTZ"Q49OWM.T;,H=KJ:*=K6I+^Z+[0 MJ>KHF/G]MF X-R'RDGED517\ND:^8MJQ_L0F41-M3,C=ZB:-C2O9(G
"OU= MT%35WDR[I?JNCJR*'IT[C77+C#T',K<;:XYA2L5M.EJ6;<#)S[JPV&]^B:7;
M:JJZ75W736>]JH:0Z.!KV]&D(CT/N4E.K#Z4XHO>W6*15UD[*7&I.ZQB.NM^G [[8# 8# 8# M8&AW[P;_.6/D7_U+.2/^]3; UV]0?\
F%^]L?\ "CS5_NN#@?99XRO^7!P% M_P %O+W^Y.$X%X,!@?.1]ZI_Y/EF?^.?,_\ OBC6!J,Z#_YE'G7_/1%0?[L M&; VX>'?_E6\!?\
#3!__F.6!??4$A 769ONHA&M/=C-+2PV \:9D.G2;L;" MW.30QL\J7Z)TI?6MG:GE8F2D*!#+()5' !K6C!ZV&,N-'4L[MJ)F=:DKAR9V MV
(:H;FI=#6%4VH*N:W1D?&ZN4:(Y$-.F@Z%YC+E*F3WLY(AMSA@]3'0U&1B;S^S(W2U3L%C6ND,;[0GC17<2;Y?8S>>$ 52"<2%,T
MENDH1+M%A]TE+#3BU.PZV;H>]:W@ M-P1F<'I2 !1SLO;XTW-J9:X"(+"7HTT(AA* $ =Z '0=!PD- 4,V69)+I;:3 MJ5NN.9-
1['+;70UW$TECR9G5I"D"UM?)JG:BY$XI5Z @LA0$Q0+W026$!FQ! M"'6@[Q35-7K(/'ZQ65S"%5;1/]#_ -%Z_41AH.A<>U7B]L=
($%GC)B03.@+A M;FRHU#6$LG041Z0D96@B+#O0>RP99 M=IKU*V[R/_P $K]R$^U"+V8?0'4RBCZ6F\N%/YE4=;2N= MB9&2-
#F9JZSAQ\KLJ)K"$Z5=&YS(1M&W:3LCB ME1DE*4RLTTI2626$W0] !K0=NNHBCG.TV6\W*FJJ<+LC;26Q1VWEM?Q559C$
MSDDGID[:T3%_4+6\YF-GUW2-20 M*RK#$<.>V!#:ZB49FV-%I0HUHTSUS-:%@ M=E*J7IZ=*9FLF]55W,%ECP-)5E@JY-#F%
[4SBLD#DX/*&NY:>X(3S7^$I'AV M5*BVQ5LQ&!0H,,T7ZPM[P,8LKF#FFYWEED5P<]4E:D@CBFCJA4 M78QM:=E9;>/KF(G68U-2-
")K1H4$W,:12),4B:S!)2=A4:&2F%LH&PE[V' [MN5U!4L]+F14ZJ^O9J58L69X/8!,MAS!(R9M#(ZO=76/Q25$O"!84^QYB=7U:
MJ1)% 3"4JE6::6$)@Q"V$<.O'O)#[7D3J-[Y=YZ>*K@3HH?(17#G3E?KH3$7 MI:,8W!WCD;4,!C6T.;F(>]JSR2P&*_3_
*;9FL#OWKFCG"23E#9TAY_I5\LA ML;XLT-D_=:OA:V9-K5!G)$\0IN;I&>S#=4**(NC8F.;"RC0!1#3EZ)]0(ZT M'=
(*,I)JMAVOIKIVK6Z\GYMTSO=R(8#%DMHNS7I.0DVA<9V0U@DJL@Q&E*)' MZZG>S""@%CV(
0AT'6USSESW3T@?)94E$T]5TID_OOJ222O*WB,,?'X+^ZI' MU[+>'./-+>K<"75[0$*SP&C$:@H!F]>MK6\#R%SISV;9K?=*BB:?
4W"U.CF M]MMJJ*YB1UC-[R\HD;:ZNR*:FM(Y$E=%SACA5;P]&%$ MVHR0C&,XY4K/--4*C18&?.E'TN]ST-JO-

25LZV>$,2#JQ7"%Q]7-MZ@+@K=X M+H#/T,=5YREJ]8W?N \T0R?4%OTX'!F//E"6)$Y/ I_2=43B$3:8'V M',(C+H!&)%')1/U.TVU$Y?
&AV;5:-QEYWN,K0G(P&UFPEA#[3U=>C RMPK>N MW6OSJG<8%#%E5J(V7#3ZT-C+-J F1
I.6D*BNX@!&!@U'"TA02@HM$:3:+#H M/J>C\&!V+U#HC)'&(/$BB\??7>OG\4J@3H[-*)>X0J3&,KG&S)!%5B@D9["[
MFQUZ6(!GIA%F#1JC2=[V68(.PK\^\?THGK.YJ]I6'0KF-QO,DPZFJRKFN-2=E@2BKXT"KZVJZ-L$)K%LCL"<%[>5[WDB6 MJ??9P-
4J3AK#<"5D/'G([6QV1&&OESGELC=QGIE-M,#=3=?(6>RSD3G[]HAS M=N2L!261Z1/7_;2 J0F)6?
Z<&@F_N\#-9#0M&RZ"2:KI73=7R:M)H_KI7+Z M_?
X+&WB&R>4N3F2]+Y,^1U>W*&MRD*MX3EJAK32Q*=J"PF>OZP=;T'C!Z"HJ ML3&8VM:8JRO1QPZ3*8]^A$"C,5
PJ)HWQUIF*AE*8VU"2UGRMKB#4G<1D!) M:2W)PF['HH'H#DVM1]*WNS-<=O"H:QN-
@8W1*$Y8#GA^4M3.D3#5'[&=M.E*+];U2P MZT$$UMQAQ]3:TL!.%^1-S(2[-XW$) MP]'B(-+$<$8M#WO0MZV$A-
=%TBR6J\WLS4Y5C3=TB;@M+_<+; (LAL]Y; D) MTNT3G.DS67)5A)B5&249ZZG>S2B2P#V(ZT'4Q[FWG2)$6>EBU TK'$MVF+
M3+F2LE70EL2VP)RTLTX!L=,D9"B)D0MVX*!&E. 3RQC4&CV'UC![$'/@M!45
M5S9"&6M*8JRO6BM'"1N]=MD)@<9BZ&#O$P;C&>6O$73,K:C*9GB3M!PTK@J) MT%0L3"V6:,0-^C
&T'1A[$R18^FZP/C,:B4D@4=CQT(CYC*Q0>9+FMSE\/:6 MP:':-!&I4XL:(]Q1%@"0M-2E"."/8 ^@.%'>
<.=XA#)U7$3H2F(S7EHK75QL MR",-80MIAUAKWL&RG=7-HVB926B4'+RM^H/:TD[]Q^Y#Z-:UK [.$T52-9H(
M0U5Q3U8P!LK0F4$5VWPN#1N,HH,7-P)2YI^BJ9F;D93(;+RT1(70PC0#%^B@ MZ/$/T:P.KN+F_GOH@]D4'W*L(+.+]4P
1:#V06LXK7;M9;_'$QI3 MY;MC+K3GCJ=[E"I>):J8([$TRD6D25&4$EKB\2;D1.Q!&>,";VAQIIPQF"",
M(CQWR77]E;N:"\RT1#K>VZ2%\W9\:JZ(,T]V]2WW?N5.XI2A:R7C;G)-NJKW M9X+8E8,_.-&,];6ZXF.UK0%HJN%-4/LMS-4
MEK!K9W'F]F3MDI/TJ*"8':PL[0!:_:$Y_;)"RT32U74VT2Y8G M<94V5E"6"%H9(O2)#4"5:^)F%$B+,DL9VA" 6,0=;UK>\"18U&(W#(
MVQPV(1]EB\1C#.BCTA;$+>PS98WM[DWJVAQ0(7%I<$*AK7M2]&G6MB]K5IAHU;:M;U)9J-6W MJD9@B32# "*,*%L
@[#O>L"O\5X^Y*@L:E<+A7+_ #Y$H?/(WN&SJ*QRGX$S MQZ:Q+;@I=PQJ6LZ%B)02-D*=%9J@M.L <64@,@17,B-T5HPEZ)5.*4I
M0:$9H BT'/FW/]$67'YG$['I:JI]%[&E2*=S^.S.!1F2LTTF[8W-30VS&3M[MPVJTSS*&]H8D20A><$2HI*E**"/18-
!P)-9FIJCC6TL<<:VV/,; WH6EA9&) M D9V=C:FL@M*V-C.UMQ*9"UMS4 *D+BH,4
M:'[46Q;#U,]0U1'2HN0P5I!&0F$1>3PB&%-47:$ (G#9LJ0KIG%8X%,E+TS, M$L6M:8YR2I_4*6FIRQ&Z%L
=Z#%7+F;FYY<:K>'GGZE'AVHQN;F>EG1UJ^%N M+A4S0SA3A9VJNUBQF.41%M9_]WO>][W MO>][].][W^'>][W^'>][P/S 8#
8# 8# 8&AW[P;_P"6/D7_-2SDC_O4VP- M=O4'_F%^]L?*/-7^ZX.!]EGC*_Y<' 7_!;R]_N3A.!>#`8'SD?>J?\ D^69
M_P".?,_^^*-8&HSH/_F4>=?_-$5!_NP9L#;AX=_^5;P%_PTP?\ ^8Y8&R+ M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# T._>#?_+' MR+_ZEG)'_>IM@:[>H/\ S"_>V/\
A1YJ_P!UP<#[+/&5_P N#@+_ (+>7O\ M O\ AI@__P QRP-D6!^B"(&_5$'81:]'I"+6];UZ=:WK\&_1O\.M MX'Y@,!@,!@?
N@B%O6@ZV+>]ZUK6M;WO>][]&M:UK]G>]_L8'YO7H_!O\&]?@ MWK?^3 8'EZHO5]?U1>IZWJ^OZ-
^KZWH]/J^M^QZWH_#Z,#\V$0=^@6MAWZ-; M]&];UOT"UK8=^C?^3>M^G7_1@?F!^Z"+>A;UK>]!UZ1;UK>]!UZ=:](MZ_8U
MZ=ZU_P"W>!^8# 8# 8# 8#]PTZ@L/KF$'%A].M>L,H8 ^G?[&O2(.M>G> T MG4"*$>$@X1 =^@1VBA[*#O\ S",T'U-;_#_GP/7H
MA$/01; '>M"%K6]A#L M7I]70A>CT:V+T?@_SX'F(@\ -&#)-"7OT>@P18P@WZVO2'T#WK0=^MK]C_/@ M?GL3??7"7[(SUQZ#L
/4%ZX]"_"'80^CTBT+7['H_9P R3BQ! ,HP Q>CU0# M((A>G?HUZH=ZUO?IW^#_ -N T4:+8PA*,$(O6]F!T 6]@T'?H%L>M:](=!W^
MSZ?V,#R F4&!T,!!PP;]/H& H8@[]&_1OT"T'>OP;U@>G 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# T._>#?\ MRQ\B_P#J6:O]UP<#[+/&5_RX. O^"WE[_FN#1ETE"_0_ M6_<[T-,U"UZ-_@WZ?
1@:&ZMZL[3J;EKV$=W5LA.YFJ3AE?:[Y=*6QY_:%W]* M]FJ&2Q9C0L>7-\X8$<1-:$%V1M*B>U?OEMJ-
4%I@MZ@C7I3A;B5]J7K'6RU^ MI1J>=&[C^J;)ZEKU'4,AW*FSIBVH]R>UV,WV%8-?3TVRM"GCYZLV-.@@-XB @]0.=;?77;U7_ M
$J%:-WY'E;+P^50&K76AK^TVA==MC7,"0,R9^UK^6R6E+OA:C7=,L5:5QRQT#T?,Z7YJ:0*QM-@6.C8+6@T1.3SOWX9_=;B[/T8;X\,
M*A.F+>#=C,2!%2;L;K&[D ;T4%5VUUI(N%>-(..@D1EO,?OGTUY)[0;8W&3$ M\MB]B,;@V.$?B:%&[$*4^RWAJCCT$A,J
K$:N&%JXCV[>"=5SA>$D#1S?Q]T MI;ML516E8HVJ<'=$QBJ:CA=Q2)+?TELUPF2R)2(\ELI!0NDD?!'B0LC6S.BDLP?LB]!
MT&"_P#;=GU7R1;L[F:')'EE0\70/K5X@S]Y["[I?[(CK'6+#RN1'9)W.]<+11F ME[#:C@_35]@%,.R(5(RTS82A7JI$C0!1C4MYNPK# C
M9FZ![#Z5EW*#%"[+HB#6'7:OR.V]8UEN45L-!1,SJGG.?KN2ZRLIWIELM1+) M5S')I))%
[GIL6RHUM;#F_;EL\W:8@@81]KRW=6V%%F:=U!S:M.;()4_-\MM% MH2T+<-I1BS+7O*&1BPUM71RZ&680V*\[Q\N'2YJ-
8'>0(I&MMCT'T_N="V M'6@[%K7[.]:UKTX'C@,!@,#AN(A ;'08=["#4YC (.]Z$ 8$"@0!A%KT;"(M(M:WK>OPZWK
^)KB66]+02GO%5UU.B.GZ^K^S^OX5 +FZ_?.\YM?,7NR&32Q M;0@22M'CB:420U%$VF8.SOFA5QR6L/N=.XI'MB M7JGK;P-
088+8=BV%R)^X= 17S9\8I)AT&[R:C+5HOLI^B-!QI@W"8%"V6OHA M7&T3A+A)'M>.V)Z[O+RJ5B=7$D@AL3@3IT"8C03S5
:AH3;O0')15JW98\B? M[2O'I+FORCWQR?=0-QE51='7\:6)$K&XLKBZ) MTSDUB3G@)/,$0F#+7!??T6K'I[EVC.KIDY@N_P
>_C(O1EM'I7K)V9@0KH3I M6SDC#:RF'7I.G1U'4 M]DVIRO>/&LKN@KHR0/M\3GMQXDB=BYO'8#+'NW.)4P!0%2_KI2L.CA200]#
8L5"]8,UZKY.>;(ZBX%H MQ7T7U"AZGNV,,-K]:6'5W3-JPVIVBFN6*]A+#;+]!:BCKZTPQG?+]L]2@9T*
MKW+L@H:M:M$0([>M:#Z)Q;T(6]Z#H.M[_ '6][T'7^0.MBWL6_1K_+O\.!XX M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8 M# 8# T._>#?_ "Q\B_\ J67O]R<)P+P8# ^O6UZ<#"3>>Z3/3O20ZMX^8E MDEL0J]'Y,(3E[%VMNN"
(@F@4W6%Z<-!,<(DG@#(!GUZ)06PC_0;]7?I##V MKCGE9EL^>70W4'6Y=GV<@E;9/)4J91N8I
BGR4E#818V%U4K8LUG6*C3@*D1 MR%"E/?P!]"\:C7I](=-7'#7(50H"FVM>?X+$DQ,Z@=E!-1>_RURW,JL,5F5@
MX&O3R].;R>V5R->=MB:1J!,[5LS?N9(7@8'!?'Y0#/<<_P"B;*A,0MB]9;T) M*;TC]B/3$M1*X:4G7;3"W*R$BD
MP+\N8T[:N=]C$)4<:/>Q;#SM/B;DN[D-?-ELT)!)RW57#Q5Y D3J6])DS'7@ MTC:A'7Z@IG>&T,B@IA#.DV)G=?
=S<(U,6;LG9NO7P.8S<<F62704Y?-272&A31H!OPVM6NJU$!38I.(,4^S)*">8=HDK0 Z5 MJX4X[8I-
9GL4L!W1)'8@YTCEJA4:M%H94P7;W!!$UD#5&&/ MVX\4U&.QP]FJ1&&?NL"=&6KZ]CDL#.F*)-37+@5Q&:A)?4NE052:L88YN+S%
MX2D)&I&B2,C.Z.R@\L)10#!C'KV@QZ 7H 8H_P#.U'2J!W)6$DK../5?]"O, MED-VQ9?[Y&H+(?9@A9VR1NS^;IP"O
M<$$>0%!&E.3^Y@HR=I_9;+#O01Q+. M%N/9W-6>Q9CSS7LAFC U5LRL[VX$/&](T-.J6Y558_>@AW)853I />I.2UN!
MR4QP3(P;2Z/]S#&2()38J&IV,.$'=F"OV5L8DL$H2/9BCT.!:H!902PSF M3NGNUH:5%2HY+%;2<$*+<#",, 5*XTF5D0Y[95(I
M+,%OL7@ WU:]/TV=5AY#AM4B$H5['['6RR?9A*N P& P&!X&%@-+-),#H91Q M1A)H-^GT#*. (LP&_1Z-^@8!;UO_-
N!K^K3Q3>.>GYO$[&KGD>LH_,H&] D MD)=3UDWD:6)R,HX:E-((_'Y7+GV--CVB5&B.3JBT>CTQV_:%" /T"P)%F'C] MXBL"
[D_2,WY&B2#L)VC8CESC*(^$H#!+']D K+BDGEC&$@&DCHY(M%:]/[,/J':V$/H">WNI*VDEJ0"\'V(-KG;=5L8FPV*!N*G#: MW)7%-
QI,D+:$VCQ'D'&!]EKV8@>D7I"&:PX9XXI:PI]:]4\TU'!;$M!O?F> M=29DC!?MWMEE:GW;+&,EM7'+&-@8Y:L_TKLB;$J)*YF?
A4EF_@P.AAOCRX8K MZKK2I.&\J4VR5-=AZ)3;$#!&QN#+.1M(_:,!3N)V6.#@4CBIO[MF3ICTZ=E' M^Z0@3B_#@9_
N2.9JMHZ3\U5U2D)AU%39MEK5-*X9$S@0UR]+/&X;1,S90ZF MN!TF?G22M9FTZI78%8@:HK>/U!6 MX'IVGI!4.K**A.!'H:SE-
$P;2@-C8$\>@C,T8I,]/^D-'O6O0%B(ISM2$'ET M(GL2K9A8YE6U+(^=('(4IKL:NBU'M[DV/".MFS2MR4I_>(ES94AWKFEF+!B3
M@]8X6M>C83/@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@ M,!@,!@,!@,!@,!@:'?O!O_ECY%_\ 4LY(_P"]3; UV]0?
^87[VQ_PH\U? M[K@X'V6>,K_EP'?\ Y5O 7_#3!_\ YCE@;(L!@,!@,!@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@ M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,#0[]X-_P#+'R+_
.I9R1_WJ;8& MNWJ#_P POWMC_A1YJ_W7!P/LL\97_+@X"_X+>7O]R<)P+P8# ^,K_)<' 7_!;R]_N3A. M!>#` 8'SD?>J?^3Y9G_CGS/\
[XHU@:C.@_\ F4>=?_T14'^[!FP-N7AT"(?B MOX '6]B'S7!@AUK]G8A&N.M:U_T[WO UE6)U!>4[E_1;]&IUY.V*3S_*UN
M7FG@XBC4O/D7XT?)76J(=;U_'Y!.K>9G!"-1(;9@$C7/7OD: M:2 Q$A+4*/ M9E&!;-A\KCAKH&.T L@4-F (OPGBYE6V"'6G:E80-MI9VJ
MTR@Z[M%Q4)%ISO-&QX-0HEBHA&$M.66H"52_('<":L5G4CGRTW+.0Y4R2)52 M,FC-RH%5]S5Z.F#5 *.
(EU4OL38HW&F;I>7/*1.PF-CZ]*F(A:F4O!)11IFR M0]#CWGT'";(6\OV/S16)?8DI65!NEX+7E]O4GIB2,=MM=QO2]ZLBT'JIX[)8
M&73K-0DE5OX4L?=-NJ,1[]OR:25@IQGY6A>N@7WH;HCGG;0 M??A_S0MGT8:RATHM"[%T^(K
Z1BJA/8$Z;H^F3%LHGT8S]:&G+5Z&F %8K)\ MBG0UO5!"I#S5 BHI>T\J+G-I;6);;J3YJ6BQ^P>JI'1T26MA"^G)"Y35R;(Q
M2CS(H^[JRD!*6,O!JI0VFG "'863BO:5X6-9%FUOS?3#%9-F%S6Y7YX2W3T" MKBE&UU5]!2AMYY,70R3QFF7N5B.MN\8C)DC.VF-
RH 1-#@[KEZ<@PI"6&&27 MRJ3-VJ:0W)2/-K/*8;7''=(=B6TX67<)D'!&&ZXELX]Q4A&"8Y7\U.F5L+FB
M$&'LIVO<;.MTJ(&>G'#%O=(U M-*[Q>>DX;$*(YUM6OU_44\A<4E<(MN[+7L*M2*HD-GU[6"5WE+!*(I#=RUL:
MTT7>Y7I,W+2T!"HLXD)88,W^3.]+:'1FH- ZPBZ"/=6WI&NGY2UV!/R8>Y4% MR?1+#>%K2.N2;.H",6/IH6-D^;DJHMS961R]-
H&P@X29TTXI@G3B3R=#["M MIK@FJJ9XS&I[5DDMV!.T:?[.D4FA#1'G.+DIX5T,DE],UY!HM8$H89:0X(2X MN^R=O 8D6(QJ!") >

<'YT-Y.0TMTDEI6.0VK+"8&FU:(IR:%-UG3Q=L MJB\5(3QZ)PNFYC5<9/@I\P1J%C?,IC'75R)T9[F3EZ$E&I#WO/DJD<9D*"9R
M>D(\R[26NEGR%/RS"[DFY]K5YYLMWJ]UCD1M;5EO4HAS\L@% M9U'7]T)5<"BQ40L")O\
,%;PL(953FT'*B0DE+3=HS]##D]FQ"SWKJ'CF$UK MUIU-4!G0UD3)IGD*JR:5^TPQFIFD*3FE,4$>D^7R;1"MXM<5X\N-
M,#A5H\AQ[IRIHY$[C6SBR'%UE-I513<+B-@-GS:-3'#6&TIA;*=6PN"-2[KD M[(WJCUR("H.T@
M5R)VO8/5+-9J9JJ^MS9;5=@U6RNS]$9[;!-+RJOK%3&.C MY)
(+++2H2N9R[3>N&UM7D+6,Z/$(UK@4FT6Y$D*_:D!L7WZ/3OT>GT>G\'I_ M!OT?Y/3KT[]&\#5?
U#V!.:.Z7L(V.M[[8$(H/DFKGAPI!BME?4*/ MI!FH&N8HQWB^N5,.29RY^0=,R::6#9ZBJ6^1Q\JH*T6@+D2-KC[H-6[*D2=O
M&8!7[4H.AF'>/4T;8KB-2\A5MJ3<@UZ"PZ>)^1FR9VZ,L,8:$KQGFL,B?0DQZ MH?9M?
@&"FJ)9>9;\W14W<&6P/T!,/G3=.UK&^K(NH5I6(D/O8(+H-&44J-)" MMCCY=K2E]6]5BKZK*C'9$$Y3U?5,NL*LNS9-'$3G,K-
9Z3A43G;G87/,!8)# M/ 2F5I7!KW%=R.,OIZ(Y#M:0 0%0PS@KRMR:$6ZR<^RRLXC)Y+5,]ISG'HQ>
MU3FT9#8KU=$D(A3#9\LI5MCG.Y59S*O*ID4L+.?%SZ^1-4N]RN/N%"4!*3[I
M#.R>P^FKOMCA]'!ZQ9*KYOZAON72>#68W6=M\MN;\^4! Y].)$*RJQ501(RP MB+WQMN9E#7ML>W1:D:E
"E_N90J+"$)@Z2[PZ+X\?K+D5IK&"=RV:7:Q5DL5'U96"&!O*9T55*[M63H$B*=GAM)VF;5/N4PP\!I9 23T]);/GO0G/O'E:6=)Z0:K.@-
S7M7%9RH3S"EO&>(4\OBUA=$--[O.=6^HW%SK%&L$WV?:EDM1S0D>3(TY;5[6%N8$Y#3Z7 .3T
M+V3UPP5]>E!/520VI>RSTG))%(AHZY3+-CKH3UA>RZI$#>9+IM6T'%$[$A'Z M#2,2TTYK7-)B(@+BE,-
*+,+"'$LSRQR*I7AVI>PJFJ2(=.M%WSJK'-*HM:TY M/S8RQ&%UG5=M?.8NL6#4))[=4EN+'=,>9@,Q<,"K"_'':-.*2E:-$$W4]WM9
MO1#[S]%:@YT;2'NR*/.ONYEMF6,^1!BI.)MEY+:3-;&L@NM5A;RCEND19AGLP]'E#?
KUK.E9+>M5V_T#"H[5<'DBH46YVC%1G*TL M_4>LM8+GZ&E=I-LK4#YGK!
AUN2L3"TG.9R16@"D3@Z.R5:ZKU;>D:0(18&%VD^4B[=>GO\ :EE^/N2]&V1, M[:A]?**=Y/NH5F1"
(QY^K2.Q]@BA['513,ZRTE,SR%Q=BE XD0N4J!;VO]J$ M>0/N [G>*6$Z2/H=YO6K[AL:&U_X^[3[)DU<5,JN"4-T(6N/0MDNE@-
T9K%M M-X_K]T D=&^0'-A:YU+TJ1,/O@6K9A'!+?-O7LXC_B*!VW9%@L_2-D)*GMRX
MU#LS>\K:Q2.4NDYEIE;5H0VQ=0I21)M9O?%C8CFW9QJYI+ ,E08-26,>PP=; MTY+N
[6FC%UATW+;Y:M\G5A;$X0S8NJ86A8NKK.NATK* 5-1ZQO8X.RP" 6Q MII>PHT$C<%J5E;XV)U5.
"0KSA!*OCEZ%O+H2'798TGL>EKZ4&]QSVO%C;6% MBM>JYHRD(-'&"/;:ZO7L3))7&P#?TJ:UBEM/=QMQDL2KMO(5"5,80FV$5I[?
MNJH[OLZ5/'8+Q=L1IVNNG)KVT:[0N/)^.>971 Q'OG,=85@**Q$NR=7 PK1(
MR)''D[U(WA:S^ZE+F4E6JFHHP.=XU[0ZJEMNS&%=$/72[8ZMW+U+V?8M<=:M M%.-,L#<^D+JA? MBCN#L.^Y^99-D-
\6Z[NAB>??^;VU,RT@X MJTC77$HN*F:8>&.Q7[H$QM(9AMZQQ;4C'M8)R'L&B?7"5ZL\LLML)9-8$GHZ MOI9=$$:%-
Y=$MBRDVZ65C2T2OOI.RUTR@'.45D35'H4OOB-Q4A*@CRY M8[+3D"4LM(4B4*3@VDQ3UA(Q+E#8 MH7U]8X&)WC;KH?
N72QK7GM>Q^Y5)?NE(2H"826&H*BWFTT-&AZ DO7':-M:N MSM64\G\\PIXMRLV9J,KJ5]2'\
[P"PE*Y%1IRA;,8[%XJ\RP2_0=)CTQ6R]$% M_N3@!+$=\CO2MEO=8AK'DNJMP^_X1T_8=,RB?])NT=$CKKFB5W9;34S4
M[(!Q2I+"87Q">RDMASN_F+U911I!:46U8 AQW\WR/2.$KXY1;6I5)JX MH.]2^SC+#-=+XAL>L0-8<](8/1DUBT]EL+@'(P9/BQ\?
QI>_0,KFR"F W^SZ!@-<1!WZ/\OH%K GD?&U M%CYN;>4]-4G*JAG?&Z6-)Y$K7%3ULFK3;&KP;ITBFX2O?$B8I+1]+H%=H'K[
M,$(&]; +8=A^,?'--1VYUEVM:RURG)58,AN BKC+BGYG/;3-.:D"M5'K"4Q2LXP\014S>,SDEH8)I$SX]9DFBDJAJ^NH M[&IA=5ER)FI"
N$T;+''$NXIY<_1/1_0S'T1(WR-0"05]#7>*=35\"4S:$J M8@Q2%2V:9O>)9'E\?
7KTFDR50ILVNU\L1H4J)ZP8$ZNM97K8E:R*S*YM6 MPWVU[KJVWR&.C0LG<0D5@29P<=E&[)5)3%AX4R@D!QP3
D=9Q5SNJC-FPHF M(+6F(6V]T*ZR^,L;P:TLP6WFAN@313\'8$*8C13%7D?:ZX;B#F@K6R599BK0 MQ?\ :3,#NNBN7(+TPZU;(I?-
;J@,IIF1RV5U[+:/M!RJR3-#W-XNHA M:JY7Q=QCZ6T5QL;=.CG->3+K[3;YDF6N2^SV>9*HN@5^HZ MGG'IU28 @G;!K1>!)-
"Q)]U*5&B2?4".W7Q]\^/%L@MU2XW:0L*Z" MC?5:>M4-XSU-1"?HB-
JVQ:"UP4SIP'##Y*]J&DD3A[T,BL>DLB7.R!R:^E6IT8[D6S#6PD&R202II?W M(C2X8BSDP'-7[/T"-].@_>>N+J;YHEDCGD&=
[BETWE%=P>I7&6W5< M!"+7Q!0;,.6J&]#-"5\UKSHZLWIU%-%XW0##UC9:FV;P MP<0:V:B0HTJ8O7J$AWL/9*N(.=IDA7M[S')(44?
2U,4(R*6*:/T9=8%!N?)@ MJL&H5];/C H;WF#SB(3@XET+>49X51BI DV+T@)]009K6?-\/J+N
MX)9J_P!AR^1SRY9E/Y3<$LD,7U$#5MR/TH5+UDT;F5G)3^]+:#:)L:ST28Q. MG![+6MA8# K5(N2J6E=@R6SWYKD2Z62ZT>>[>?
C1216%M5ROEM X)*61!;=$ M^R*BL:6NA[D:VZ%[)6Z#]TCWZVO1@8I-N&Z,G!#R<2PF-.PG(]-I8 :#HPLHT 8$Z>,CD M-
QVT($T7L6.0M/$X'")K543N>S&"J+PC=8K%CA!DG0<+2R$2:XE30M<5 U"I MV-,4O(#QE.@UI O98'&N_@R*VBGK&#L3L]Q>L-
=BS7LN\U39()7&;-?+)61W%N2 MMP-D@9+)Y-;3\[/;X8N-=G5V6:6''[/!H>!'8?&ASN>VV20_S'IV;2.UHK3D M-
E5ES[I.Q9C:2=FY^L0:;LPTP) M;2<;4TBN51=B=?;A;FMGY-ON-: N>PRJ#=;J)94;!NZ':E"7HN%.ME*6YO)$
M>K4$F)#UI>EPTVUW_:<#%:5X!YVH&R8U:4 U;"A\@43L2 5XYS/8!3\! MM%\8I%+(14\)DSBN9X+&AN4>
(TE)2:T8G3;$F]H).$@HD.?:?"'/%R66\6;. M4-C'&S$V!J;5KAAMB=1FE+Q6U:(K==+KMJ=E=DD7L51$R4Q!!>E0 DK4B8A. MO
K()*+"&;H.4J;;A1,13;(3]PWIF=]>MNULC4J?=][V'^G/OU)I!K9(-/#< MW?.$N]ZT]!); 8I/4]/N4O]U]V1ZB>PEHP%@9$[": M)O(0E)?
07H.(9XX>4C&P]@%&I]^C;C1JKGZ01W=M3\Q!*XDHLUQN@B8RE<<] M&R)XN=JMIY6R-',1+@O9#PK,4^V$/1>RPX*SQN
M;KD'0%BNE_O=E5K&)#$ZJD"^W3G+4C3IJH;I,J.CK:B]R-;>N%[HVG,&8H]N M':'>/+GD$9B#)'G6^8#)8@\60^CN>NN@K-
AO0$V<;G,9SKC,LVXVMY#+9\5: M!T<;!N@%Q@M%":T6T/N+W&G]F$\UKSW5512AYEL 8US.YO5:5-4 B%#VYN[> MUUW20)=J
1]G+=CUBU/[F43ES4KE)RA0J<5:CVQY@C->G817;?#- 7;83K8< M[+M I@DAC?;, B=OSR'5#>[?79PS80BO&LF%V21RQ$T>*,]SZ
> H*Y"$*- M=[J2 "3H)\K&(R2$L[\FD\Y>IV\/U@SZ;%.#NI/4DQEJEDD6.T?@,9"LV82+]R)8MA"
@EA"IM4^.>B:E8)]!T$VZ0GE66BTVJU3^FK7O60 MSBJ)0;=2I6MLB1.D3,0MHE,R?E3@H,T[C4B7$#.$(!FA!+V /4Y>-KG%ZINV
M:5?'J_)$VWFH@&K7LF47K-)9=\S8*K5)E-=P)RM&4&/#J&MHJ!-[$EA+* WG M%'J=J"SC5:HTX)E9>5Z[253*:?FB1-
I&AH0(R@:2*M[-#Z=^C6@RXWGNFU%!F2
M*RIB[NKDH"6:N4NTNE*P_>Q!UH!8PEZ_<@U@0$P\&8XWQ^:RO1=$Q6*5S"&Z.IY"K)=E48J]ZC;_ !YL=W\)>UCF6XN$63>^
MVQZUMR*,/ 9Z-'"P)+NNIX/T+64YJ&U&]<\PBPVT+;(DK8\.<==BMD.:)\;' M1B?V52D=F!]8GYL2KT"Q,:
U,K3%F!W^Y]&PJ85XW>>O4GZ,L5]OQIL6C&V4,E:3B&VJM7"?8B\L;%,G)O&F1Z T'H51A D7LS# M=&!WB#QXZ?
H!-65A;D!K1OTE)DK8CVF&2>F*."%IX5"HK7$*B MU=0)E2Q*%PB--40B#"S[-+31Z/,;>4UM"% :H,4*=B0I"0^@XT9APS->T,$,
M>Q"V$$L_(%(L%7<]4ZT-LG1P?E]V32&I$I*J$9HTSQ-H:I4V,\=Y&<^(8[I%+5Q*UA MH-[]Q>_B)J6:)V-+-GH;6E&I?-:VI-&E*WL/[G\
(=./@[GP,V9IFVAM:-H6T MBI]/-6Q*YK#BM(6(Z47'V2*U%)K0J=B>4,8G$C@T=C+8D(.4@T0M);4@5Q*O M28G0 N2(0AB$(6]
[$+>Q"WO]G8M[].][_P"G>]X'Y@,!@,!@,!@,!@,!@ M,!@,#0[]X-_\L?(O_J6IM@:[>H/_,+][8_X4>:O]UP<#[+/&5_RX.
MO^"WE[_OPC,'K6OV<#QXF[J M[FY1Y#YQYJ?/"CW=,WFD:HCE?N]^=S>0N(\YTVV^(KM*CR(3V3SW=3]/)NG12
M%@11J#/;HC>BE*-ICC8I3!)32#W4-0(S99)*8>Q:_#Z=!A'3@P&]!?>U3"Q: M&69R=S0, P[](1 '5H!!%K?
^70@[].!]EWC*_P"7!P%_P6\O?[DX3@7@P&!\ MY'WJG_D^69_XY\S_ .^*-8%#KSH;RCT]Y1+^[4XNY[Y\NR#77SG2E,^I'/L^N!_K,
MN?\ :#@/GZ^\.?9]<#_69<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_6 M9<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_69<_[0'/L^N!_K, MN?\
:#@/GZ^\.?9]<#_69<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_6 M9<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_69<_[0'/L^N!_K, MN?\
:#@/GZ^\.?9]<#_69<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_6 M9<_[0'/L^N!_K,N?\ :#@/GZ^\.?9]<#_69<_[0'/L^N!_K, MN?\
:#@/GZ^\.?9]<#_69<_[0T..,"#?JA]&@^Q3QE?\N# M@+_@MY>_W)PG O!@,#5GYD>!Y]Y*N%YKRK6<_B=9S"23JK9>W2Z;
('9SCZ(% M?S5LE*@A2C923UYIRLI!L!7H#L'K[UZWHUZ=X&L;7 /WC/6@AUY-^(?0$(0: M_P#V4TO_ %0!T$/_ /I?
^;6!^_0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_ M(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_(O M?0!^\9_:;\0_532_(O ?
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M0_532_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_5 M32_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_

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M\0_532_(O ?0!^\9_:;\0_532_(O ?0!^\9_:;\0_532_(O BN\O$YY]^B:< MLRA[1\DW%KO7%MQ!T@\U:V_FR#Z#B!A,!_D MW@?
2QR=3SKSSRWS=03Z[M\@>Z1H>HZD>'YI)4IVIZ=*Y@+!$%[LVD+-!5DH' M%4SB.)";K1@2QZT+7I].!8#
8'$7K"V]"M7FA&,I"D4K#0%Z#LP1:8D9PPEZ M$((=C$$&]:].]:]/^7 @/724.WK6_>>2?AUK?_X!L_R__P!3P/WZ2,._(\D_
MD&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._
M(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z
M2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\
MYX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z2,._(\D_D&S\YX#Z

57\8GD0OOR'.'*L(46@YUB16? M-4 O_H:5RBK6V*V#W),G!8\P.3LM"MDAB"6(_W-57V(V#2S66,*;3BN?C$38-MU^X$!FW)<&/^-/J'HKH"J:SNBQ^HO(5)YPYT58UHRJ)SCB2L:\XU=W]OC%V.UJH[*E=AH]\OWB9!VQU2Q)#[V)$Q;.W"-M IT06+98PZ#:ESI=EMKNSHM0;]9=FSJM@>-VJ;WV*Z:SB=96Z[69*;UL"*.$-MJL6,L=?UXKA\L.BK2D1K6,#:V(T1Y O^Q%'^TWL(<+3=J=$]#^2!+5W=U@4* MFYCN2!5S1]<)J@YPFU.ZTOY+HJXU!MF@E]2+[9D+6]3>PEVE^D$M:E!2$6@) M3DXP!'H/1T-WE;8KV-/OV)AHM!V%+DW<'5#*H[Q!2?0O5MQPKF+Q\ M]-6K:SWVURG4_.<^YTZ5:($3->5@PM@14E1,BG"*P6%O?7%P2O$6HN#*ZHFBPSAFJKW_&QY M9K"+XXJ0#T],G7I@&B-(5DEB%H.VH[R%=&2&*\#TS;\D9V+JP M_IZ@*_Z7-:(XS)V*_>?+FY4OVW*VO*$-ZQJ$G8HS:3K!4A;G[U!2F,DNC[NT M@V6F+_$\(E\,_1_2/4L,YYEL_P"N?)J.PK49)&O?DGT JM9^/27[V$P)1:1W MH1QBA;]0!OVA3F(EP)>+2]2445[L,V?LL097%_(GU/(GO@F0&R=N;(;4D+I5-ME\G+4JC44UJ2VGT7?+]PLQA]\-M8%->%5O?M:225*2FP2$ VT!8#@B2>J'8> MR]_(9=C%QK6T@:^HJCYZNSO?K"_$O+%L7KNK8A7U*YB4+3G6?D"+&(19/LPZ:T?)'..B5?C0G5,W+U)4=0=7J*Z"4H(=7\CFLF:USBC0$)CEY2<)BC?K-ME:$$V<9]O=#W%-/&['9O8('DBX(]Y+FNYF]Q@4:@T]?G'F2S:WB=-'7!T[=-MM92EVL\0?-GRZ+(1H"4#XN4$&IBP%$IR-Z?L/I:[VOR(630[7?G=E8U9"N3N-M>;/CL=XAXZA74"Y3-[&L[HR.R]UL=>[)',\BEZ5;)&E(U,HTQ*901HI*/7I $:RN+=8<+P^<=-2_M";]95S6W/-M5Z65?E377!ZBC2N02^MJO=["C3SS0IINM8(NKPA0]1I0A7L+VIDB3;,KT:6=-MI:EV>I"OLLD':O,/-=->0.=]G3&Z'EZD7-KWT7S8Z5[333SFXU[T-8E?P.01 M+GTB,0!IMR$22K2[,)4QQT0]'43T9,ZYY'X[K'BR*W;45D>\=.-M5!+JY@IBK;,LBR;@>+FK*S5,XBX9=:FFAFC[-M6-A1FL[3[J..-4+@&)@UONWDGZ-L*2_2U#1@/(W4DMO19P7RQ%NCC' MNYN6NP5',LPLIQ99/0/1\A@E.N[=$'9W1^@!!";W8228J/,+U[0]J<_(7T3&-MO&/5G"QJKLYR5,<X>3+KBM^;?($1;,U94=D@?.]IWX_;I012))$+C$.8>DK"IN6T1(V)0TBC-M+K:=+ML50O:(1Z4\Z1Q1UVI&$T]H+/MJR2P*QUTRO63.?3%')I!:4QZWD ME8RFY;"M%<)A1[=Y:XN-1LY;?INTU-C:C*$F)1A)T2-H,???&/SVZ1>W(BRO-M]MP)JLGHU)US"AP*9H8\NYLZ0"C-!\M#G)8"/*#(0KFKP:N='QJ7^_#$Z+7I-MU":BVE[(G-\U**A9E/;U0VVF[MKMJ%7#&*/2_/UJQ*2\Z%RRS8*WS-MZ06.V*+3R'FJ110R0MT@DAX2E+.V,Y>TP0%C*'O0AC#H)-XL8K)91;OEARUQGT1E$RYGNGD-M2QEM=OK2Q%V;1-ULZEO7Q6=)W2//Q3NIKYY6GO,46-T2>S.BI5O6S4RQ6F/"-M/HOX[U3/%G^O9=W!VW;=7R2HII2KI6ECR/G$<5,B4S@RV #5%G0CFB$R8M^C-MK0NVPN#2@-],2ML>$")T-M>HX&-*J^W$;,'IE,)E\:]RJ-.11(0)#$CN3H],82-Y42H"-^=O&P'F%+5\7K M/M_M_=35(O2&1BD)!)><'&ME$=2.BEUU!WH:7F9NGJV+'C5C),]1])<=D;T$M*L(M:%@9,I\9?,ZF#=UP'8)Z2U^0B3R.7W4Y$2=*6_1EYD,>):BS:D<=LH@P-MHJ.R,2N3M832U^TDF'Q12O,K1RE5D5E*-MAI?(7"ZW;WEC>75U:&50RA-+G4PW$V1,[.0CQ:/2,J0LLHGT'"-"M[GXG:H1-MV3\ZM0]"=33TZG9(YKJ5TJJ3W1$X^QV/2%CMS9#9-/*B02 M("0-FIGAK9M"-M8]4.,9=[MDUJNUH5%8L,?'.4N,00#*T@:FLAO-G-2D+)(-64-.\=/&KM582>-MW6/N;N2%VNLIV"4E.["BTFYL"_6I%JUF-ES6&.<[3/W,3]']25G<+7=4^CV=-M$T)S4FR@F$", (T86U=.=(=-^V#2FEEFD:+-$>!5^MO&_&(_/X1/+PZ/Z3[M!!4<0FD&I6(](O=8.T3KIFL.+*H%,W98AKFK*X5VG.W^O7%9'SG^8GO[CIH7MJR@#"8L5&G!CD+\6L!C"JJ8K(NC^I;1YNH27Q:W(QF%J!(TVR@E%_\'90$DY;E_)KD-MKL#4'D]MV%?+1-4XS]IB-M""B%.E98C]'!/=(<^0RA5=SN$2HJ-/$$>BQ*+"N-K<-M\RM:Q;>I[IOICDV17@@8T%-M^M_/S]613!;2F.,1$49YBJ;+6JVT-P"TD400I6C]*(J)D=SF]$E>:<-(E,)-M#/:7X3Y^Y\GE73NI6A_BHZ?YK<>5X7&-/@G*.%UP[S]ALQU=GD;JE6R9_GSK-M+F-"E8[JW(TY::I4FJFJ#A'8$=T[XSNV)P78UGQ.-O;$W-<3F*B-P>.25WJT@V+JP177*HN"VH1;U@('!_=8/3]ZT83%%AS>H@DEKWHHV-MMQV2V2UA5-B@]W&L(JYO3D>JJ))-0>I-86;[0.RPJA_%_"8H[T\UR[I3J>Y-MJ*YTED=F]\T6K-(*[UA7LEA!GMZT5O,B8JWCUR6\DJ-460=%DLTE$@(:U*-M*H&%0J2ICR@[VX/%IRU>?*TBY#L(B>.%=/EV6#T&WR9'(VY#9,-LZRK@F5SR M1XATG+CXDC4G,>9^[M&B#42@)T='7'(5/N@)IHQAL@['H'HUO?['IP*UZZ:;MZU-MO]$'#\.M;_\-RJE_RZ__);_?I--WQ1S/3O6MZ]/MHP+(X#-8'1R?_P"IJ0__)C=O^X*,#5^-8/4#^Z#_P!4/_W6O\VO^G-\O7!^M^#_"U^W@/7!^^#_"U^W@/7!^^#_"U^W@/7!^^#_"U^W@/7!^^#_"U^W@/7!^^#_"U^W@/

6=GO'@3M3FZXH%8MGP>*1NW-M[JE';#Q8;?ST]V/"CG%MCD^\.W+1HV-@51_;O8L-MLJYX/(X/)F4W;S[WHIR-AZ@D*H\@[0"MZ&-(O1K81G9/.MQ6CX_NYN=JEY-M)\RZ.W;-XZ*BD=3]U]'M-Q5"^2B.RJOQBB-7,3MUA;X(Q-70/N@U$_D-!CHB5DE-RA2%#H\\T.1XU:"M>J:(KBC)-M7RCYD(?<23AZ6TG*72^>CFJ:.<+,E@H:&6-ZY##JH%U9,D4<8':4LVFR(!21!-M-IMVL(*]DB)V8,L.EYJYV[0OJA_"/QO*^)[XY]2^.\"\J!Z'Z*OZ\EM--$*7_-M-$=H7,VI#*600BV)S/IBXV6]28"8P]4TM1"%&6(:C7H%^Y#9=WU7%[U!Y#N-M+_(_6E"6)U+5]1TU?/.5WU931<>>+H@[/:RR-2.+6Y6L'DK[&DLZTG>H^)L>-MT2-:6Y%H#@&$E'AT,(_T_7UX]>TNR[-'M7KH=$7=SVV=?^6CQ@3EFK!!)8E#.-MCZ2Y>Y-KB>UI*^G9>>QR%_9J[L9R,EGO@F2IU2]V:=)2?:.$F;T#8@V'=V^,:-MV)6H\8E25G;_-&Q;$4K?O)^MBW^B)%??-OWT)4$$>J,75R'YFFVQFOJVW),>Y5-MKT>RMO!J*.6->(Q*9+2Y763"S.,/2Q60)U\C(U#SS52@LX[1*LW8?6#97-MY:.7K^OCJOA2EV2-P-#OPG"+!^ZP-3?*WB@[1Y7NCPL&P.LG-+S%[JIGHWL2KS5+'M?-MROV="^.)#1UN2LD-'D)&HQ>XY$A.=26*X(9*RG'>L-"D'M-NQXFO$M<==^/-MW]'+NN3L*G+@G<'[1K9VYMD%V>^'.<")NJ>W&QQ67(*@94ZYG3N6HW(T4B(,-M)-<1C"XJAG[UHP>P!"L3I3/<=\^,?FCPFNW!MX5);E;R3FJL[BZE=S*[^B5$Z-MFYMM2)S);>E8VLVS52_SR3SMA@B0:%A3LB9W-NVYK%-M/*?;D537ZY'3'RD3VYTO!2F[W2O>AJE5(V5S;H,^LKRQS>Q^0J)BR9X*B;,X-MH.,>A/'J'FKJ]L.0()/LMI.HF1$-!"@H(Q@(6-FSDH5!981""4*^\.7?B-OH-M+CZIJP8*5J"LO+=V_P![*[(N>(_I_32:&5'/B#N)8^^0.$V9!9-,&JQUKN:[-M%-Q+FW^Y-:50?-OTE^QV%N^=^..WZ6\.7F3\=M@U\1.%FV/JIRXUFE=,B6'5-MM<;'UM44LG!M=57WJ'0B-N16M*5!8=G["5I[QST/*-M6?-[O0P%UO*$9?,L(=(KTJYHE#/[JI,UZX!<:<,7/&]NH/;JF^=+?<8-HMJ=>-MZ@:WZ=-WH>!K]4T+W5)/$4R^!=3P;-<3'=B=5&Z*>>K1!K\SB='3D-[-M6:W@?6WRQ%GZ"\QP#@;]46]>C>!/&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-MP&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-MP&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P

$ MM(60NT:0+1NS0>G0-A:# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# J-WCSW*.J^1KNY\A3RP1Z46=&F]E9WF4#<2V!
H225C>AFN0VE YN(21) MVL8=>R(,%ZX@_@UKT[T%2^V.,>GNCW>^ZVA#AR.30/6-;PFL[*FM@5T\I>BZ M<;&#;BAD#K
W"+LBIJNY>_O7^[XJ"2.S#^AS_K:DHQ:1L*8 8,O\>'1JRTGF ML=SRE#>'9'W4T=\NYZLN?
&]}"E;=)V:WEM)!;=)/F_41)YOMB+>#).)V XEL MQYK=IL&:ZJ[0=GR/P/TU5=A\F]ZSZD'^D_'M5=G5/S(JK-.BK.L]) V=AK
MF+2RZVZ3(4T7A#A!:,8/>PQO9%;T4[NRXU?M2C*+*18&779XH:%ZNZ1ZXL[J MJL:BMNO;_P"=.>Z1KT;M&4+G;M2N58.-^+IM*
(9+W>/'JJ^(MV$NEM#V8PRB(5E+3*5NZ,$&&FO;23&7J,K3GQP3I3$Q1"$X(2)%^&+>EE'>1 M!9?,]5#CTOY#X?
*8S)VB'ER)QHRJHZWT@JI2F:X:7.1LZ>535KB: TUS>WY0 MTH%#HYN2L9#>3:G>N@DM7R^=UM-9
MJZ\^5B2BIMAJF30HF/O$786Z\$39)U*T"QK<"0,"0LC7KG&^S"JLG\5_1U.V M-MZY$GL!F-9,G9-
,]U1*#=875>TCE8KJ;J4NNC.ADLBME;%+CFS@SV4TRR+/ MJ!0>:M.)=T3D6,HL@XD6!M@8(-;MW\]6/5?8\6J6./-
I1VP:VE++04[FDVB1 MU*4ISLZP%LFG1E>/4TD=U=)U+4J(ANBL 54=,JP2P>EWRRT#2B(F;NGE M\BV03M7IF*
(,4$G(PK3Q1XVK]Y3IB5,T*ZF5,$Q MM&5RQ=+VM8KY.V:&RVJ*2H:.6;*0DFFD:+$N+)'L00]$\\UCO_"KRM7\.
MM.#0WHBC)9'8_9LM3%OAU?73S?KJYJZ1D 3R'TL GX;A'WJ/MSU&%PT?K-;Z MG5)P"*1NBTW8;1S>=)49Y $'6VGN/:A"7CMVYT''
C74%3 M])AK](-MERNR^C;/LI+5UX20J&@GDK@\HIR>%Q=S,V4J6L"THEP:!;.,T@QA MU>O&Y?T4OGIVTTG'/B>Z1W>'3+WT)$;
(Z85S0RYX8E>(C7+,@A8W$KDRQ_8) MH>]0H]4WGI7;U=;4Z,"409ZVL#?\FVHVG(VL"2!7LDK:H"88S4X%&&P!]N$@P
MTLDTPD)OIT 0@!%L/HWO6M_@P/=@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@:S M9?
QO<:AV\ATIA$FI$4@ZHM#GBS:I:K8@1UHUZFW1]1TE"7**7!#'-$D)-;I@ M]58J**6M1RA:T$+2'%-OW:E 1@5I.\?
77:V:/O7Y3]RY%>Q1=051?T @X?L/7,T$=R'Q)U MVQV TS%J&CU34SQ_WES7 J=ZMIV#1!K@SO&K3+CIT4KB\J*(C,9VP(%J^+OB
MY#)612 "V'JD366FC*>M"F[,M6V:@E% MF/5E]1'<\S..V16;&EJ22U_&HWS\AE$_AC0Y2D097+Q!)3G(&_U0*.*R MK$
M^65T8[^O;L@!<&&WVKRU05%-B=,C.3SHN0U58EXRZ2KWQRTS^Y_T??6F?L"8 MD1:H\\8VCT&DA 0GV(-<*?PYS-
%5T=MM/=4G.\A[/TVE[;52E3>M^_1)5]%. M=C&/$YF%3M4C9JXF.:JJ&!T+VWSY/N:^:SI,MJ&01#J60
M_NZ,3&@<*GJ1(FTZD5J^[D1/O>EV%2N3FD&J!F'#)#!*@\:-[UUQ+Y,N5Y? M>3!:TNZ_6WHR4S:6^O9=RO7W-
=/$W@N+9S%+I.8LS0)*4_.;>4LVZA M)]W>C:E0:2)YO'Q\,'0MH<-O-OQ6EK8JCE&&7(Q6/7%J1!%/6:8/L_JJ&P2
M+N\=C,GC;S&UFV%UCRD\9J_28XDDX.R?6'L0=!1R>^)"WX_44;YKIV\B67S M!0W>$6ZPYJHSH-(VV+$U.
[UQ;,58W.EK>\E3V,CD#1"K,LG;C#74]$\+#&? M12)?L!CVKR[(*[A+E"BD#[/9U,4*V1RADB MI4BCS?MIK*'C;%$6:\W?-J)[F>)?#7Z?
ELTA@JU-&6($8 M>(Z:TKBCEXS%1FPE!#M'2]>E8IW)+)KT Y=VU+RFLZ[K.@Z+5P]DX]#R2]-L MM@=7Q""!LY!(H]
(>OUK5<=\R)T2"D34)&RMZI0WI1*$Y?MS X'O/IC5]0%G M[@=>Z:XL;I%MZ!?
*FJZXV/CY+R\YFQ6:+Y9J#0%'3D>6]%PN85I4&D0T()VY M)-/J(EQ5A"<:6$!897UKT;TK75I]:4ZEN'JA<@E"U[E]D4
**WYY&.M95RH\V;7-MDRVMI%0?&%!)NBC*_AT$DLU#UQ='<4,YKF"..L,DATG1#F$)8Z(L8#4T!1B3
M''RE$,U,=L*7U0M6S33JU9175+GSC:_DSFEY T$B+=6+)WIS_P^T_)S?I=&[-MMKR$UA(!5S
9*N.N:1K&O.VZCV]L[W4"Y%"%UG7/"6N@+YLJW%L[L?W4L]['$ MH(^V1@"0(@ //.78%<7;M6X;FZ";4#=TYWN_U:?
P)Q5=,;>O&CRA#9U#9?85 MM/70K5:-@25@N/G6W;'KYEEJJN$&X\SN9R)0F(3J2S #-+,%@7G1*KTZCZ(2 M\FLW4W3-
$U;SYQYSA==@35LC]507K:\K(Z+>[4:XR19+E(*F8I5T!TF\.U5>2"X.4+&NCD6D MJMG/25[5.U<''=
<5,N/KI=4MA05/.H\HFC0W3$]BCB),.%E/6E$(RU(B2@YE M2]Q=>RRG96@K2ZK8>JWZ([XHOBGDKJ+JJJ*8C?
1E9*7QLE(>L7.;4["XK!HT M<[56_5VZ,\,2R^,,[F9(U>BW-$K0IR-J@DZZ>@)7R&F[BK"N/(-T?;-DP;@O MKJUXM!^J*
(<#9=&+QHZNFR<-EH47?R;G&JZ1GL,9&F0E[D$<$?(4A2T2-:'2 M0/RSN',5R^2'!Q6V0\O M%9#;55?*ZT466\5@YSF,J+4'0>
[./!4SOA2[XHAA[R[ZK]VB!=.S8J$]&4G655=VTE[[*INE?RU<@M#GUTK2VZ M#M3;,0%K=$#"\B;G-
M<$Y+V,L129,%%6R]>P8EXN.8.KI#VYV'8-C=0](('&N;4PG&=RZ)$$I0DNQ$BU[8O0DQ)0Q;P,
M;EG='7C%SYY+IS2=^=@2BI>=]XIR)(,'ZQH^A*]ZKJ3K5YN",H,"KV!UA'*E M@JQ^8U%
(2YM<$^Y;##"ANBY)MJ4+B#SM%!8JU.@KQJ/B_P @MV5[??E2'/JD MY?DTE@*_M_F"F*OBT[6-"R>K/,O!U9\#2FHY;TSS/SC3#5'U
)?&U9CA7;\[\;,C&[-MSH](A-0F(UI+DG"TK59NDVCP$J" S?Q2H+ZFL%GESW7V%?\?2I!>_8%"-L$
ML1HY\;8(WLE&]46)4T+EZ8JKJ+KN5CFQD1KH@"TPYV-;3SEJD849>]DZ)#;K M@,!@,!@,!@,!@,!@,#Q'L6@BV
.A#T'>PAV+U="%K6_5#L7H%ZNM[_P O-MHWZ,#Y\GOKKNZ)Q#R*1JQK-K!BNN+=C\,\UTTX5M%0O]<\\L'8S=R_'AN+,*
M:MB)VM1[KP-UK'8;B_I24CJ]$ZW[VHV[84-ZNQ[8[_BRGH?CBJ[%Z2Z1F52-M]8\B-B>]JZBG+;7TXSUQF5#K9[=GATTV(&P2! MV;!
("04'96!0":^03JJ+RGNB0HYJG,QE(8HH-/"[FYNOF)\,N-M-VUP-U#5SL-K7;,+)+B27,QP+"WI#??^\;[<6RR4"(MNTF ME0DKX:F-0J!
(E(B"PEU;U;,7.?/77W0#%8'DQLV55C3B,J-1GR)4FG(97O'[H%[(HP19Y03W/&7I7@J=\C
M6"]=IW9U1'[ZZ7JWF/H*NKQ8Z:21QQ=+O2NS(P6E122M:S@KO5"^"SY*F4&L-M/NQV:5<9-5%G!VL3E+]AJ9YG[JZ_L)GXU/C'1??
$UZQZ%O72!+6=S<[\[P_@
MRRJPA=UNI70),6MH^BZYDJMF@7/;2O\Z@/>'>&GEI@%B]U1$TTW7M31"$%1NAKSZ8JWH2ZII=_0G7W-47CMV-1/-]L0
M:EZ^N[Q=$43"7>IK&YP9X5#8$ZR3E>0-MO)$$1M5SN)!I;JH=G,\"9*+:[UPF"-#6'9WC_"$D]&)^^>A^
M7.-8&Q;7#/J+:$Z5&_(FL:20&J9\@=]>JIV@'M<4-M2G,"S]A=%7Y)NSNXZYDEY>4F-,5,V724+@<8X%Y@]"XZGBS?)^4Z0L:6)7N6
M3#E^UY$*4'V%,W14$M8Y-$6VG)MZ(" 6L#RMSH:\UGZD:T('!>MEUTMLUCY4]-P7-ME^4H49*8]Y=PL[>TM-7-T-
*V>HTE2IDVC1B]D46#U0:#MF;PI2:T5>DK3Q:!VHV%LKL:"5L\1>%*5N=&Q-MYWIFC>M>MK>!-Y^.?G7IZS55QR656ZW-U@L5:
<;+P0>X#F>YWVD='JI*V.J9-MY2)78E-:L*C'OZ46YZ;=N&M*,#.*(\=='\]6/'[,99K>L[U6;%+HS0*N*W'
MFPJ^YOBLW,3"E;+3[0[D%N#<4X-J$EN+6O2UZ5$5EI8'^BJ4J#"_2(S?H"N4AX(XAD3/U_R^CL-RC,U[1MYOZ=MQBBUJQ=-
"236U6ETO<%QV|[]U"T$.X,\>M>RV"6M"KA[-Z[-MZ$@DH:$;2XI+3N>!Z!4TT@DNCUB1FT8#(JVK2O'R-VQ6TKBZ)>WN-E@P(1E>
MD9-@[P)QF;#ZX@K+9OCY-MASY9-C6;5W374G)2V^'1N775&>=[#@D:AMJS$ED;XN":#9;$K:QAP.SG>-LJ-M)-L?
H<='G=Q*0D#4'&J"BSPA'^_%/2D0DT8-M[HYPTI>I9#55C3UFB$R61!!%KVI@*4,%Z2J9:P)T,BK*^DVF5G]V/S8N+VXB-M8D
E))HP'"/".3_%M6TR!/S[_P"BNKNGGZ:4!<',K)(KCL"!ICZOJ>^(^EC%-MJ)J\CE4U?6,$(F,N9VU&4JD+LTN[R+2(H.E 2]F,"R]
<\>4C7)5]E%,:V9;-MZ4?$KK:QL^4(Y$:[M+;5$5I-EA"/>FY$%#!6*N8B0B2M^M"T#:A4:(8S%)HM-MAA3QP733]R+6?&
[G(;7.@]+M58I*CLDB=F(;SKI^I54VK*FG<8L=-VIC$TW@-MAK,E-F5FI#2E2=N.V"AIU/+>D-PW9T9=EBQJ*01[MR^GJ
M#KY*W5U!US^[QBO8HQ5C-*PKZ*QA&^2EQ<%&D3,4L-MZ'CE!\\\X-YLYW7?,ENUU=E;#42)(;(!S.K[$5V=&0R-STS@)=6?
O7P,:Z.\;?/?3,DNF5RMQLN%/'0M*Q.C[?,K"5((PDFK/7,_;-M[%JR;NR!;'WM&HM"KGA*I2,CT,
C26EQ4HCP'D>P"0&+NWC68II6MVU!;_7O-M;%Y5W?%4R"II3&[2LVM'!(Q-TB6-BP^5PT<9IJ+',\U;]-OL4JHX2I,62H-"
M),/8@["$P45R,_4G.!S1Q[$['O-.)C<&74'O6P:XDT'-8O/0G ?-L5J.$NN-MGQOTBV!.;M;LH
#S="'+'L0=A"7:%H6"\Y0EX@%>"">QL+W9]Q6XMW(-IS7:E-MEXVE+;?FP25!*"-MK#+9HLTB)V#8DZ3V98AF;#L8@FK-8#-8#-8#
8#-8#-M8#-8'@88-H-S31@+++-(PPPP6@+-#6Q#&.8MZ"$-0Z].][-:U@43D')-*-M5[)>MX^=)U$N^ET]5Q,K<+A]FD$/49DU30Z
0BMI=7SK$5"9^@CY$3;R971"-MM>8:2]HPJ-"U^-O01%*.->7ZLJ!^U8O1]YPR7O=W1V]'7LJ>=$(8I?NKA98-M6.K(BY#LEQ0,\$$U-
M8C-C:2,G,ID;-:SS@#;C#C3#A!VNO%]0:F'0$JM[EZ-MAK23LI=E.#Q?-3W^\-EM78EO9Z:IA::RV9HJ1/C7.S9V_"%>2XEHDZYCVF)
M"Q*&P@-2\"S[I4_-L%YZ3S31F&B$+85[?N#.-*VJ?BQKFSHHBE?>,N2QJ:TW,9-MK8+8R%^_;'&EL:(<+6ECP4B12@+^\KB'Y?
LT:72V2(DBS>|"*T6(,8?.JYE-MEFV;=]4]O=;TJ/JJ8-5EO['0ERU,WUY,9>VUE$(-1)HBED52S=6J/4P.NVW9-MON=
<>2,*79N@Z#ZLB#-M;-GR4S9&Y5L^SFO)#;4-C!#?)5T*=HF)-*3C,,_[1LP_86[?N<*D?K9YRLO9
M*MGE/+4=L5FJ6.L;BD;V!OCEEQ5C@C\GL0(&5@2DH=EF$-3&!WZ?7-M].@Z#]Z0YRJWJ^-:K:PE4C;SHO+XU/H9-:ZE:R&V?
4=H138W"(6#-):T#VOB-M\O9BEYFBQ#-:F6(%9Z560I1*CR#0I=(/%-3EK1RX";WZ.ZIZ+E]J54KH51:U-MAV3-$,GK*MBY[$+">8U6$?
K&L(#4L45PR+71R41M:[JSV@@L]0(HOV6!-MFS7R'4T2:YQ%^A.Q[^Z1K"[JND]<2*I>JF->%R.96O):RZ4ZTYHCM^OJV5WG5W\A
8\.C-MM>V+,'E"G;93-$J:85M.9/54RFR)(4%[\JH-M7F++6AJFK-'(>/C8EIKM'+CE,%/9>"T$\37UABCE.]NBHM6N-M-<'1H;CS3-^P,"
<%E">;:V1=)E=4-);RR6:92RBA7U,T+DJ.(RV"@FQ$_CYD-MG8=(![<)#"I-
P]YUH#R1I4[TX%"T8%1^X"HM@^+*HY_(+93@N[IN%T5T#.7-M"QK\Y1A5@Q1!0=L2J1JDR^?
&NA3M7[U:T.9;67IA'RIJB\J8FU].4*1GD>LK-M5[/"Y;Y04"?[\K#HY;[\E6#4E8VK4D2)2+B"(WJ)7"^5?();IQ:?<8S53B6O-MJ)ITC-->4
@OVX=@'[0.P!"CWP#SO)J!Z*YLD;7)7JM>F[/MJY)\%6_>RD;-M8]NS8RQW"4P)_0HDBJ).\+G6B'6-
J2M&*6AA>IH.3)_&@P.UK6#UV<,5-G5HT-\YT9;.6^;^O-M517.7?
+M\U'4DB0QBMDQ:21\+^#NHZRBRVJ(ITQ:>NRKYYDYWI)X4K*WIR22>,+GN!4I0:*3L-MT0E'L4"1*,@O-UP2V,
<#1WQS\1V1QFEIC7,+E9?M(QO.4YA?Z-#ZMGG23W9M>I^@FBQWY'_^M.4OS]&EDN#;2*0F'-+;@N8G@LO:

M;6R@^DVQI"P2"I;A&P/C2]@9HG8L?=QLKFB<_>I_:8^XDNK(X;1'G:0O+8:+ M03TQOJ'$CWK0PAW@?']XXTJ"M7CPQ3"(L'C=9IA-Z86UZS(>*1DH.MIS*ICQ M/)GIH<>Q6I*B0?I/44=7QO;C-33!'G-DV]YU@1Z X)H3BHCG%!?A69K;.":*
MS#Y+@QMC=6^Q""XT'ND_RYC>TFET75/H@!N<^X#NCQ''*YE,'L/Z,;,2#)TQ MZV'09OVFMB9/7]IN;)J7$^.P^440T>=$Z #;?
FIU1+6 C;VS0^3)"2TRT3*J;EQR 0B259(#!^L&EOIJM")UX"^*I MHX32PV5/5 _, CNE">%1.5*(S"9N^N#CS"WM2BRFUK()
<9BUQ/UCE#>U'*PLX MEA^CU:548G2"3A=;R6U@F6= ^,6X54TL0Q1'^^Z7@[+794L4HJH2FO<#OE<]
M39="F\E(1(YXM1ED("5SJ:/G&RS9G8LJ=[M4XO[82'L,LEBAR@T$8(9/.%T+7'*VA*5.WQV+HEZUS6.#FLV0H=W1:KW[J6&
MITZ .F# ^+.6.8Y1WYU-U)5G.]$5-'.5)"X<6T8"J*CK^N35TZW&(K-^J[7? M5$0C[4H>GYSD4I;H.@,/,'IN11IST4$.W57ZP;MQ!UZP?
2(/[.O MPZ_]N!\[/C7X7L62U_XH.@6WE/B'CB+4=3M36]+>@*&F*MVZ.Z5BLFY360T, M#L-M9N=Z<96>.V$X3)+))9[\2.4:
N;"0)]"'Z]W@"YEA%K:5\'H;=-B4KIJ4/SQ9-K_2LEU:I9;M? W^U4L5*KT"I4DTNXI3\DC:7D'?=^AW"5_^(_01P84]25O(KDAG/
MH=*M-CK5D;Z$3SW3.C9/:-B0*->6B"%$E#HL*0^2>)LM@0QQ*II*SG? MQ5Q3KDI&6]K5S(+@-L G(O VP^(I8B657=@K
M2$IWWX1>$@2>1($A&D%*"K[3H48(T7&PE;]8OFW=6^] JGTG_P"P;A8DXOPN
M6W3>PZ&L:M)@/FAOUR*G=DRQWM/Q_0N:.#C.94.1EQ()_3MGMK'#ZZ8S49$8 MA<(B3:4$M&@2(0[4F^NJ<#%JTX]28'4<
T,1$9EY=.*9;.N[9KAUI$VY5=+U M.P2B]1/!.UE-+.'11"!$F2IR""PACFKG M]@D_B%Z5I)-/;BB<-
B%^^3QN.N.FBBXM,+37J'2QG%#*RD M!8'U:0YI7IT+V8$Q=H)Y^C Q&XJOJBW/%=XO:V>Z8I>>7STY4'&O)M-678U1
M5U9,EI5IM&D8_.;JL6#'32/O)S.ZP>DJ\D;V@"GV63M[;T(C0B"'6L#?C453
MU]1%6U]2]41EOAM:U;#V""0:+M9>P(F2,QEM3M32B+V+8C5!H$J8.S3C!#./ M-V(PP0C!B%L)$P& P& P& P& P& P& P& P& P&
P& P& P& P& P& P& P& M P*\/%R5$DZG@U OS*<1=KY2,_MJN)*Y1I#MN7P*/3*#Q*S8[%9D<,2TM^;W M601U6ZM1(0:-1'I5
MF:*W[(*ZW#WWR55]:7?U!/&>0N[!R)<3YSHKE+57), MGFKG9+D; VB;1:CTQ)ALBDQ1;V_IVEX]P^YPC7,:XH83
MXQ:#JYK<'CIYSZ M+YCEZZOJ05V?XY4G1$2J2$)G2PW']&V.2I$"4])JZKJL /$PN_H?H2 MNHG:\6BE;Q9AT$ZR)I-
HM,$YZ]6J]SED!3+%"]04C1GJ@!!M4=4<%4LR]!V(MZJI7!1T,?8#+^MTD1(519AS>%+HPPL+*+.E.9&&B.?K
M!3P8X=8=XR2$M4$BC37S#HQ]H\V.')M&=&1@AS64O?*BE:[J:%M432$R5P>KIE;#6$0K;<#$ MH3)&ISCST\;2/3>(826=,VK=F?
Z)*/ @>D_(!4'2K; X17'$?6C_ $/+I(77 M\6L)QY]@1/.J1IA4M51%._&&&V"?MM@,9>XMO9!H6GUDQ:4LPHC7J@UH,55^ M6?
F>0($<\F?.'5B.AXE<[M!B.HI9SXW/5"PZ]!12$L8S3S"$^S# !MG/8F 2\M\C4LS4HD+0@ *3L>A;*!L(:ON??*#S39;[7K?%Z+Z+IZ M
]#VA*(E6%V3>C$$1I*V+<,IIJM%!.I'N7E62 MYP=#9>]Q]1,$,650XAR"+0W71 ##@ALAD+OJ/L#X_:,75YTR-#D[[:&)*%<]
MNNFU$F4#2S!.ETBD5_.K2UQ)F4L1RU.%K71\#D>KD 3C@Z9D36O .WZ$H M]8$'1WRM.UST#3M%)0*[,F'Λ *W/V M"&
(UP8V[;TKFW$FOC78\D7%+WQ(K!M&5[CW[3?IT+8 ZP)1Z!ZTI+F5 M_H2)VK)%#?*^F+GBU$T_&FI :
[O>6&!QQ(K0/++,JV>+%8UQ#&G&B1L]>QRJHNLYT#:F]71
M8MB++$$)1FR^!.OG_H#CY34M9V>T<2/,58I;65C4O#WNKFHP#,ZI6Y;5+%)6 MA?&7EGA3E'W2 JU#>E*
TO36J0;]01>O6#I*9[KX6N'ECF/IJJ&5$X4Q*+EJ M^C:69DM:LS9(J?MFQY@GHB 1T^%[T4*K7!G52WWJE]GLED7;-(]LC4@V:$
M.WEVMPE.)7))#:W'\WOZEZ4GZ^EY[V<[\S5]9O/=3RUKE 8Q,FGVA"K3^U2%&G%$ MC">*)N;C.>S>JZBY^C4"6)(QS)"NHZ->8)7\
<:.ZC]'76^2R"L2^LER!$AU% ME,B'&%H%B!(D1B]R&!"=^$8BPAPZ0[*YBN"^'"!0"/NS):TX8[T&.5/4%;8[MNPD7&U_N?
-5GL1RV=Y)5E: $XX B6>>2WGF)7& M*(0RA>A;TN!7*[RIE*HH^G8[*7]W(YB JY9I=%U*Z"0*9W6W)PM'>
MQ 2$"XD!6QIQF"#G23R'UK5Q%3+%/'W7K9;'5$CM(YAIEDHZ&%7@^FT@Q1E- M*IK.&4FPTK=ML3Q=4V%H%ASFI4G(@$E:
)80:"?N4^BJ4Z7BEGM ?5Y+ZN= MJVL%Z@]UT=;-8AK&>0JN^/RJ$SAUA;-6WS+OS<8BDKA)'5I:&]4 .7I68 8B MTH"P7 -'3T(Z?
C$N>(S&K$KR5UM.7&L[6J6WHN"'V?6$\;FIFD/O!*6A(Y/C& ML(=(Q(VYT;G H<71F$1NA"T=OU J:./*/SW$CW MUM8(3T-
<$E8)_=L*/A])4R^V3*%C+S>ZQZ,WE:[>VLZG03:IKZ+HY**_+D M$;;Y(KBUB($J$/+D7L2%]CQZS)!"Z MVNJM0U/:3]3DL:
[IA:;#W,4[BB1O.E3:RB9Y)*6M[(C"YPTW+S2%0@I70A0D M'Z#TYP !;? 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# UF>2BL+R/:.>>
MJ.5:SW<'2G(%PF2Z+5<0^,D:5VI5MKQ1X]"Z*V"^R1S9F) G4L#SSJ"Y.BW."02X&:Z.W+/-? M8N\-
HJZF3JE$M]LX6E84P5K5:81"12Y-(2!B.+'LH(;J3QSWO(R.6^/^H8&\ MV!S[RJU=\\QD7>6YQ9C53?GRPXA2;SRM8[WMK^X/4'F<0*
(''T DA.E;$^P MH"TKV9>TB@P,>@O*'D.@ZH+*)%!^
M3'^GX5SS:G)/0W/]>='N\9KZYNFK=Y[O%!;=B0IY:F&6SB,5C6+O$&%,SQM: M^F)UITI.VL4%D-A #C0]]B,=Y^1F[:*6@Y>N?
E.JN=(STL^R:<= (:\8)9+; M0NWG*Q.;(S6]>Q*O;"L9<[Q=@06LXOS_'')FHXQK0)V\:_9QIB8(8J2)=06 MY O%7R+*N/KOI1[X-
L;GZ9=%7%8JJL T<>@Y@HJ9UJ213DKB]AR)_M11;$Q< M&\UH"G:4WN%I...
<]HCR=)QA*///&E\Q#ME[K>8P\Q#PIS9T#>_:7,4C$[Q] M4TRRTNJ6!)M-
6Z>*IUYSVS(>=YQ8UM.!)BI,4G%^D3()O8DH]@"LOC:H>R^ M=T=!PNU>5/+2RV $[/FI$B?&KJYC6<5-
8)A;QKRO*VO'I+^G9RIYPZ M0IYY[(M2>L<>9:I,L]'2<8GS7"G FG44*.VG8ETA2Z2OR0[W:<),'U$)CMJ4 MR=1LD]-
L\@H[:=2#1:DC9I81^O4%A$,(#RO6]4>M"WK0M;_#O ^3'D;BSIN' ME<.Q,CF7NF&7)0'6 +%LN:WWT?!IIP='JJ6679
K/>;VHQ7TE925/ 'RH9HH M10T;#!F5T9GU>6LTI1%%*]G!>WF63]M<@IX/SW*Z3@/,MK5%/(;XP>L>5>E)
MW,+WC%@5_P!YW0\TTUUOS:IJUI';$I5&MZ)U:ECJA=Y&R0XV)M3B&/EE;3C. M*3ALD\=<->:XF=:L3OS;Y:8"\$U&GA\@E/6'4S?
<':,"X,\<93EX4L%-[1N; MWOI*:(W/J;B9QBT M2FO/DE>Y=SY2]*6"Q2N3DM4NC*5K.$S"H']Z(=M
M(V@I[D$>U(8D+"#CY$E##U=7TXQQBJB#7@2'V8#WT$&-T-XY>U>.9]QW< M&[F/Z<6',%IT%U+ F>MJ[KYBEM3_HO(72[
MT[0^/57W4X6!8T-<*<>^A?&)-. M=9[(Z#M'J"-JN-6#F^SR>54$1EKW65Z,'0=DW\GJTH@4C[:H_LSJKJ?>O([?
DUXBNM!2EON70W0$HY[L.23=WDBF^.?'UQB5FV$QR-MYU6)27125I2)/[=.+U"A!"2WKD&9=-6/XZ315]Y!:.J6C@]Q-]ARBV^JGUEZ
MHC*ZP8O7Q=?+W>ZZRZ-L>PY!&)<\!7DH4H9$M++3MY9*Q*2G*((+;>,+G.Q
M^36;I6CK/BTCD;VWWPX3=GZ^ELR6SV9]FPZ9QYHW$)_:<@DM89-5?#UU-M-U(VS')79;YS:O@Q3K(!WYSX],.-
=T,!>=J4J=U4D[5)DXCD^]A*$$*O:.H';F2U['AM;&=[TRMY^9I;6EC==5OSIU!>-;7G4%F3=Q'.TD(N>Z-M$,JK-
25.S$,ESV2218H>BW-8Z1-X4%N*="8,?MTP8F/E7-MIBOK]22SH^I_)'?C^Y^/W@JGY+;_-1U(EJ%-+;RI@B]@7B=9RKZ4_.4AFJX
M+I-FT]L,=7L9R#4YIRX5$$O-K=G=VLY@;,]M$D=F^,*5BI&M6>A68:HV<$-955< M%],'0B"UQT;"*HL>&?
KB[TNJ412$5NB@,+!S%/:KZ@A;Q*G*-2.Y[03+Z_G# MA8+<6UQ\K>G-F;%X$JG2P19B@L,TH_G7O?E6P?
(TM9(FMMPNN>%ZEI#QX68M-MD\;<)3=9-:.?5LYJB"V.6^.R$\BQ*D76FS19T=G/9"60(T*9S$=[=2K-6&X7-MDRAF7F'FJE*$8_7-
*K2OF%B>'0\P1[A)YD:F]])]-GI48,TQ=(IU.'!Q>7)0-M(0A*5ZXXW>]['O-L-@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@:_^I>B
M+S:K[HSC_EAOK!-=5QP:T[DE-EW.UR>3UY3M*U$ZP"+/<@'-(=(H4_V+_)7-MK0:&UH; /S*E*+"L5J57JIRTZ@,
(G/377?//*ENR>^ZRJ%[Z79+-8:.YI%7#-ML[-]2]0SJWG:&PZA9"1#G*1R2PZL0+)]. H)2QK')P5-R9D7KDBY0B&2<$(
MM7RDV[$.0./NAH%02&QK/LSIC?//2]#-*ES,ET(>JCBEZN/5LZE 4"M*K8Z9;O><@M.4L-7.!A)GK#V66-*T \DG4>N(-M)G-9/4]15?W?
674W.W+-H5)*-S)_JN$2#IBW:39*]EQJ5ND#)-GF.GT[?#.[-M?Z-
<1[5V3K$P!^J2+6@LO6'4O1M7]):YG[E1<^$#F5"V/T14UY4/N=Q2#KXW-M24@@[#1-G5#&W9NDB0@(-M4S>
[MPRPZ!HP(=!LWP& P& P& P& P& P& P& P& P& P& P& P& P& P-M&!A%F6#&ZEK>P+5F)YZ6(5G")78,J4I2?
=*I/&X8PKY&^'ID^QEZ4'E-C:;(-M /6#ZXM:UZ=>GTX&MOGRY?)I9S3SGT/):ZY@7T/T*=$)%(Z-B>IJQ7KSU4-E
MLWO]$IXZW9+)\;7MQ2J'-S@@'*8\AB+!L7M% &E6K,3%A6!SZW\A$AFGD$FW-M,[A!V!OYX5KY_3='W2F5.HWR?
=4<^Q:'V#T36S@E.%[SDLC+$IX,AG-)"$XY-MTA$G+,$/28O0-J35?F1G\UX^N"TI=5,+A'1]86%6QK'7ZQ6\FP>T.=K=ZY1<
MZPJ[86/3OM[5)$Y)+NU.Z;2HP;3*V805-0)E:0LT+;W3Y")!5_=]9<[M\(CS-MMSV2LK&M.C;C/6.FGVK;]ZA#-\JPIO1DC
T&M4D4UYM(_F* B,2'S.-;+$ M*D>AA";EV#Y&)(K[HM&FX;R#*J=XMOFSJQ+J"6(;BC=TVQ'J@K: V1)?>BUV-M^7/E?
QJ72)#+CTS3I3%CT&E9!0%(BRS!GE!DO0/E9*@3CQ]+JD@[9,J+M.JJ-MRZHZCF4F,]^@D72\80W-
M.N@[%HYMADDAE'CGAE7LM243$*FCRJQY-]0&LZ18A/CR<4I6.;G*)@[Z=U2A M/L@M-@X)(=8;=S;;'/=N-+#+-M%TR-
4$LUM*9LT28S0T@_<#N@7[T$[3EH24(H?/"=$G"R.D$[?<9J?E7J&Q^8-MY)/.8G"$B5-#%5U'6-<=XV)0$)E2"5M1K'5EWWC:
7I4BTBV!G1#9\MXLG,(Y9CEE_,\AE]>N=:.R2SX4]7?R1T[#.@Z?ME;+GE*+-M6XL;2]#.U65U5G.]GV1-Y5U&V1V.R2YK/F3O:M_0N!)
(Z*1*9-6G84918DS>-M/?NC2D)>]SQ>4'S1T]5'0_(S#&N>VYBKNQJBO"NX\S/#JUW=7LF+C[U7B(Y>-MY2@0(]\5'/(R6N;%):94
2!RVE/$3G$:?8A*&@\0PDNL=DK6-MJ97IM.$4(!@2ES:M-*%L.]"UH7X-ZW@:LZMXM[P@K+1=%NO;<),YFYGK@
M:^%TY+89TM;D8J=+LFGZHZ-L,BW5L$S&'BVG]UC++#S*\>';"1JZGKA@[9IR$U/V/9,GLJWG..;$
MOLJKZ^K:TT%63MYZ/4U_%QOB:%'G-"Q=$G8UD$X>ML"LP@L6P[47A(XVGB^Y
MU/0T$8+G236*0.DZ;0+$\B90T!S#4]/,%65M3L6.#*G-3HK9W(EZD:IU-T7[-MI=WL8@IR]$-V(-DG-
M=3VH*!IVJ;0LG5Q3ZMJ[BT%DMJ[838RIL);%6I.R%R-MYR8S7F0"0O3XD1%GKM:6',6#-&'80BT-(39@,!@,!@,!@,!@,!@,!@,!

M@,!@,!@,!

(J>9NDT$LXCNV,2)ZKKAN"(:9 M;^HO'G62FR9GS3.1RUXM2NHC2',FN?7]96AVSBF0ZU5JI?.VQ<_*\>XCB25>_M!(+CXRNW9-
Q'6D.NBKXJ"NN (EU%Q%2:&[JU MISH5A>[XIA!1\'BG+3.]S5$OB=4M\%AAJ8G)#1FR0<'3?HP0]M:C?IV0
M:0,0;IL!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@50[[7 MYYX9K-
/:/0DR_1]L=GIOC41C+0E]^YW/)XKB0#/"XJ0<4N>34 %@5+@H]) M:)K0@&J6'$)P",T&*6YVVTUG?9?.L6YWZ7O^=(H/
[$FKA1D5K=YBE9Q:RY= M,(=#UJ$BIT6P!X5:3H4S@>%"A&=L/[H 1ABJCR34.FZ'%0 HM=!C M>35T?(]O#
M@N>FUF4/J%664[(F9O*YK MVQK#,HB$U3((S&XU;*V>MD 1N:FP+DKM8W)#5Z,M*X[&M2:.
M"5U/;M(I(YUQ.#SI."NN+E+XT6U8WO0D_0YWE<0B/Z7SV%5RX>^NE,RD\ : MG:G8H!!)!+^H]
["S35A"LI,'31/O>BIG5'(UQ,I$[_1GLVRV:H*S;E\:(;Y/ M%K&7 MA>C:FAI0JW-T3^N;,D%/J@<^]2PNB.BI2AAG/O4\VKR+-
U,VL_/Z9:L@QB5J;)\\71 X MW:"5%Z\7>97$F%K>?;$: >#:I+H\/.A/)6W=)+86NK#C'MQ=6$[F;M$&:]'*
M#4B@J@A.Q3%X@[S,7)4'H!1 DL0;GIB5:,,"R#7;(+]<*47IT'8=K6_E*Y3M M?F&6=80QTF2ZO8#1I;#B-
A/MP1>FF=*]QH;UM,2UN;M 6MW3JB MU9A:B/K"U1?KC])&@QI3Y.4J;HKZ+^^&^[CK/$V*Y:1HF#4$*/*:Q16&169]
MMD.PNCP&?H%J0JBC-"$2%TVC,T;[B_9#H,2%Y@J>2,;W9+US7V2QC9'+70R V\^V>D@#;8K&H3'N8HSZ$R<&U)Y91 1F! M#/S_
"4MSG9%P5W6'&7;=X$T=,3I24ZL"K(-22J E6 Q,T8?WMN;%LRO^&2) M8F:FR7(C#3A-
A0=^N+0/7V'>!LJ#OU@A%ZH@^L'6_5%Z-"#Z=>GU1:UO>O6U M_E_#O \L!@,!@,!@,!@,!@,!@,!@,!@-[UK6][WZ :_#O>_P
&M:U^ MSO>\#7@W^43DB1U7UW=$!E;Y9E=<8/((U9,B@+.F>T$TDQ\2896B8Z;6FNB) MOL4YT%)4;8B5D'$MJYT-]FG4FE?Z;
YCUY!F*&U4DL:R.7NMZUDTGMICI*JJ M(DT"KARN^ZI_(&-3)4**M6"$6W+XDV=&WI&=:H4F%$$Z-&&
M#.WE=H8B#UW)HC5'3]IS.=DW6L=J'K>G1/%[50W\V2A%![]76Y!W61L::)!J
M^;,:1H/(+7*UCRO5D%LI+G[4&]A8"W.V*8JCDIL[03@EUI4[):6:G7R#E5:SH M7673U)?4LA,,JXJ,,TG>(BB]UR){L)L#
[-0HT0-.+9H0C&G?(M392NH&4')72'-=)=%2I-'>=:EGE3UU *@M
M6;30*ARAK48P1:P'6PJD>KA&'UXV*=QN+^_:D\HCU@+5!*Y!4')1)QGAGR/M6C5W9+KPN0XO_P]S/4R>W%)PV8)
<%-1&KD@%$%2 M2H2S05-G-D?=$+\I9@D>U*87!.L]?8!BT$))Y^ON#]*5QNT:\)?B(UJ>VU77 MLY(WIVQT]_Z8M694]+Q^Y$JYQ*]
[C99!5HD9GM?6.1[*,$ L0MEA"'^@^T([M25F1*BH=3]S]*W_,8:ZV4EIVB6N"FOL=K!F=2V!58L[E=J3ZKZUA972>VU
MLTO>RESPO*.*0IU'N94(@(*MW M;F"31&%WA'K5C]FV?7C9'7F$RV;(4.PHUSB0N$9[=&:>E&2>:&:A\DE/QZP^
M4JFNFM;SYOLCL>06S%JBBEV1:&MJE,_5.**%C;YJZ0>P9Y'HT=8BB8HT\6UM M8=[Z+!Z2B]@J-
3$GAU5X^3"N*38.@9650O3ENQ?E>;S2%7^_5##JY=T-:A@= M+5O?;Y+78$PM>$+5L1W ;-2B).0DJE8U:)85M,$)90SPQ9Q\I3$U-
U+ 5\6] MQAG70CW/$%2U(&"T5NQI5'JY@<8L.26"4EWT.&+(H66RRM.42,]U+<#5A1Q7 MN36@!&,/!?Y9:.00T3F91'58K93=,1?
DMWY?-KB%-?0+'<,VJ]TNB))ES0^6 MQ.$J.2&Z.WZ EB#^ZP+"8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8%#/)G25*PFXZO&*1FS%$H,;7$!6]C",.([]%/7Y M5@5DF@J;I2K2CO2SY"QP?])OG@*NG=G,9D63)"XZ8Q>]AX";H$(!)L#NN+.
M;^L6^?>.VO+EH!94$+\8]&VY5CE;RNPJSE47Z,D[W"(O1U=N50,4 E+U.&Z* MNL 9E4C>392V1Y6@<#4Z
M.I$$U0$,LO[QGRKJ;L7MZQ'ZPNB.?&BQ>4^6*R MH&[J"Z*LBJ%*.QH6\]-.$U5R&"UA8T923Y-$#9?'Q;3RAO.2GI'!00A-+&8I
M,+"*^?ZEZ8Y">^;>D \(.!B**M7205T\5A<\@GL(O\ HE%/ M;)8VRQ:GNMR>W5>YH%\@)FB(MQ;3UA*Q60XZ $F_1'N+H&C_
"M6K;-)J.^L M3NJ.MHJ.YT>Y7$EL\@@N?Z/21#G>63281"2+83%[P>[3:"I&4)K>U1$7]@U%
M^^0U*,T98=A:_%MZ3;BS@OA6M6],3<:6.]4S+KRU$^X%.5<#.J!E)O*0H75@ MF3B\);6F=Y=4-
[.%Y4FDNZ1Q3G.ZEP&9I0'9P53>.1>ZN:Y_'V%O@=C]O556 MODCKGR%1N'X10N:)
MCJ'H(ZKKMOBW4U]5S<3<^%OY<56VI03:4I]S^E4,YUB3\X_^]C5(VQ. M_T9],V2/RAMG0H8X+=0)^"'RF3I=[YL^@@LE7T-
'INGCGO-M?[_(A&1A$: MJ]TZ2[1ZT'U-FZ,WH&PTZ:\2]LL',L6M0B'VO8M[UKVC?_0L\X:G'4$]<>9N MHJF?
^Q;4L*.0D=4K;,^CQ#YQJNGAHF$24"2I&P$M2DEOY!H5*SV09*R\TV=7 M_1G8TWGO$/DKLH5G]ERF]:SE?
+O<<;I>HGFOWB"U$CCX7NJTG>='MQLF(?(H MO(=],.:V8M)+++..5$>S"$/I73FC/3D'&$$&I3#B2C3$I^RA'IAF ",1!VTYI
MY&S21;]46P#&#TZ_ +>O1O]V P& P& P& P& P& P& P& P& P& P/P00B# ML(M:$$6MA$$6M;"(.]>C>MZW^#>MZP-
+UG\B6$^$>5E X\RQR*]OVU^3975 MU+.MIAJ1IN6"TW1?.$>EK&Q2Z(O*)P@#XS2"MG!.S$N@VMM6N2!.2K,+:E!J
MC05<@W(O1]72)DZ7I?CJ6UI5-3=K06\ZK\>9UJ4^*QVZ!N'*ER\W] 3>&B*M
M!^H"!S";2*X$DB1Q1/,D[:K#&SE)ZE,Y.IA80[>IJ'[:YCMX[MQMY"D=NS;H
M=+W$5.N:XA;]'M5;8M3*4;IH"0H2305FR@8$.V%XIY@V6[V)6T,/LFS:>[NX=MV MBHCT7=UYV'>5H\4SM>UA1K*F(=
[GLB3SIXYNNY:M1R#:=I L<4LA8E!+@:-& MJ;=H0D^P3^O^TX'S_P H37B2P^E[JF4TIQWI"._G,MI0BYU"/F M]XA-A26P;-
=K0D];HVQD&LCC!IH:W$U2Z>Y5"<*(X+$5]Q\&(>4SHGJ_YLRT ML$F'`--EPN2EO2-2U&]"NL"45# :R:W5_TWI371M;$J
M7W4;HI2#0:Y4? '2S>VQSO45A2%7U(F[,.[B=>("&&B2D):":;3T-,*#)Z%& M8&0*535Q(86PD
,D!L?,D+6G%KTDA+,"%U/'F\]'4&QAY?LGB'H1E:S>E>P) M7KH($MY@<:>)AMK]+W;=,%DRA$V="*
[SYKNAQ0N.V]T&O:W%J2G#3&IU!AJ8*2=)5+V5T):/%'1W07'%]NR.'Q M[NYFD .\4=/,5+7/3\5MJ3<_&>\[=+U'S_ !SG/NZGYL1TC?
$;M[H*$S&S[+Y/ MG]0SQIM%->W0$F4/J>0UZYN\5"6ZNE]MOD#VJ<&ET,1 M!9W(]07Z=(PDG#">ND>(9CT-
<7C!+DK59+36E#5YT$VW/*:HO"7TA,H3()92 M$#B$ 1I9G4T_@]BK4CM(6Q80<0UJE*$WV.MK "(V'U@USS'QW]#U=53%10>?
M+RZ$9J7\l,$Z>=.@ZFZ*0Q#JCKJ@WVC+>C:*<2^XIGT!5]AMW0])N#XS0Q\. MW((^G=&9N2*6@.DZA4D3ANDX&8E,5B-
@Q\7/'9E!(PR9L>""NR^CV_I22RM2 MXM.D:LZ%24OIWIMUCS S%M!(5" Y:U)]J5'MB2#1&'F:"_6 P& P& P& P& MP& P& P& P&
P& P& P& P& P& P&!KW\E?6UP\9\V2&XJ8HXJX7MD,1*G]U MD4C9XY7-
:14#XPMCO*ID$;VWS&3*S"GK132S,28]2O6Z_P"T'H4I9JH(5KZQ M[[Z:JNPNO7^F872+I07COA=1S;I-
ML4F%7N'V2$HL2H0=6R^1FP91WY/*".M6AJIIF&]*L'.<889] MS%TZ\S*W9%JH8--WYL8.J6ZD6.RXIJ%LM.H,/*U@>
M/CL\C5B]>VJ!!8%H41&66;LMQRZKZ!3U.O/:E81&$5F[W+"!<@(>*6F3 M!D25@LUV[)?U%+0D-EZ1OZ=)M%=66I6/2O
7?,MI*NH\^L=<<=UA;^ MW^(+I!,D;"KL&R&=HZ%ON3R^!Q*+ZD:6NU;T#>2U)5*8O:4':LS1(_:A#DQZ\ZP
MLYSZ;LFF;EXKY7YUYFNV6\WQ=[ZVBLKD*CH"YJT]Q-$_+D$W0W93LAO:=)[D-MMU%S&;WDX6^@GD9K2R*ZZ-
IF%S"&UHIK9,46Z(4JL#B%P ?H98!!!H+:[Z0Z MWO>UXCS7S 9G+S<_0WE^F^CNA.JW.JYW9-
8/HKY731NJ&,T#3#==D1<1M.$IVYV?E1K,XN"E$(U;L@M2
M<':5OY9KWEM<6DW15#S3TO/W7J2@>3^1>D*32V9#N/;QGM\1A9)Y"OT[H @A"D4)%YIY:8);G?9?5_-$<[%36+=W"?4$JH;C
M>^NAV0FITBNHK%KJWJ=B94J1U7;G.Z[H*W9O(*\E36N"L3R!O<6E4@+1&)UI M_=K4:K09GU5Y)9M0%A@\0D=>:@5?7QW?
*7/;Z6IHSG^VIU%*1@,NAVT M*_27WS'9\]7O:T+B%445#H8]F:#HX)9H MWWO?5F(V M*5KM$YM/X]742E4_C47G%QRJ
5I_^L6ABHV\5V? NG*^KN;/40, [AD(K,J:X>:HUTX?, MZZLF*%H&]4UN(I>!,O1.>@G I)R4S9H4Z2^2SNR >/>GNW[:G_",,;^A;GH6
MJ(ZL7TQ=#! **:;!N][K&?V#:KJ[]1'G3)E9&)O*6I"DA\=TG.V9[KF'FVD*FL^*]5<^1.V&OFB,3J>7 36LDIJX$#G;\ MW)=Y=&
(T=J3["Q31.H);0" O3(A"(,/"5WSR=VK$^9.W+ZB79GC0Z_?:.:=W M^SV"%>LL%2O[*TTS2EOOIT34BET<1'R>=.J7M%]7NL0.
M9CEJ$LE,7#H QVCTC2#9%*7I MZUX5+]S#G[H&7TKN8+I7.+ZLAF/C(Q>H$0O0(7JAV+U0:]80O1K>_0'7^46_1^#7^? TG
MG>3/H>JFGM6VB6VK9#?,C@+G)8\V M;*D5WIG-W;(^>IVW-:<2$"Q2L#M1@1[;_DKZGH:,VK3ECH*).ZCKOJ_FBB45
MF0&EN@;%IA[K7HZ!.-KM]D%<\0N;/]YK99'8I"9.UCCK;(EXE;LA2'%*?8]M
MD%!T%F^4^VX]">4DT%O/FN3OEO,O5$QMB[F;ASMRQ(5#6OGF30N)_H.9S!7] MCK+_
UG36^3G1$F''(L#+IE6F*4R7VA180V/73U-**QY6HCI>(O]36M$7Z M:\K:MV?
1A$]Z@+W3=U3:$0*=6M4Q!$K[%D,ZKPL*A9NBYQN:*3[_\ '(4A MY)'64LCS"V::@(3?<#AO1@C#_5,T$3S'RB70S](=-
T7+.U_%QRLY<_677E6-M<0Z&KNTWF=SQ3(.?:9L]]GC<8BZPK(D$57SFQ7%L:R -PQ@(;M! 4&G>N+89 MUT'Y#^C*_P"I+;I-
++=7&'/,CKA77Z&@J,ZL@UB0D[O8J0P.)R9Z>JQZ?<[7B M565\0^3%Y<8FR-[>US1S:W=I$:[$B >6GT$R=%7;Y)H-
U]S[0=:3SBAJAW5'-MS[N4!/L'GB[Y3+:Q;*4@,8F!C5-7.,=61-CGKH]K'XQ-M4WHV4@@!6AZ*,]/
MHP+/=A]$V]1T5YZKBHV.O9AU!U';K%1%5Z=D3.1*]S6;1H?=Q&C3%A0:^+W\@'5W)=/=K.0#HGF5+T)9$^0,L41R5.YIGY#
(FLD6BS42PE,-MHT2:H#N8IY0W&(53U!=TGZ^X#[89]%J/4I;:FXMBG>O+L[YH=.OW[F&TJHZ8N M"
(<_RALH2M;)K>3\Y6U:2%R#5YK7))K:=B(KSK-RF#<7'7)8>V1)U3J7%,X% M)Q$:/1E!K5I+S5W_&
(R4++4]U>/2X+#MB\HK6[]P%3T*M])UZR1:07F?5$D M=&Y\+ONRFM.ZU9% "E+RK>
(DVLNF]&H"">I0:$2;L+LRGLGL"Q6&^>A:DMSAO MF_G:HKQMCG^F6'JMID9SCT]/*-E4BKJ;FR*YM775D5HIDEUEPMY:HV6F9)4O
M"D0>^BH!H#/<)83DQ>1(QH?NT)#;8O*\^ZX3>4O MF45(F;4ZJX;.DZ0ZKT*&/*V<@HIS-5"& 1X3R_"3O'MU!;W1=:3EAZ;@<4J
M?JZC)^* WQ6<+/=38TQ*)/%X[:U9/$?T_+G%Z-:)#54\;/:G''#)Y3.!1>] M!(]0(4,L#R,=$MW6ULTRAM7CZE9;7MT,$

[WB[I>*SRN+2[K)4GAYZBRJIZ MFDEF16LM/TY \.>HRV,<4E1*4@+1.@_=)AVDP31;EQ>2Z/=QUWS!!+)X;20 MRZZWZ NN#/DLYOOEZD\.A5'SFEHTWP^5&L_5\>:I7)WQONI,.YU2)FI*6&NO62AEOOQUFSSGWI:^:6K7@]Z@]RJ^NK_14[.3(O&8 MU#7.*7T\]IV_<"$GUV@Q_%R%.>>4,XD24)YQ83=;7E*M!AZKZHH]=V%XV.. MVJB)=4L7B,+ZT@UAR6UI:DL+GJJK?=) (L71WJBIF8QO:Y3/UC*6%(V"+]9M% MZ3OBWZ=A[+O\H%]P+K;I#GEX[.\9_*C/1#+0 X^;T_ +)>)1;BBU*@;[E$O M8=M7556)4<1:']28C3$ 2*S"R]:TU[^2:%]'5Q[-UJR(98V3)W;U1:$!!;>) A4$>N8K,+& M,P-Q#$6^%,;,5)E34NDA;4W%R!:Q(5;6R+'P",D+LJ9VQ>XNZYN:E"_1@TY! MRM4<23L(!G&"UL8@[7 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8%:.Q>="^M> M:+:YT.EID$+M)A1,@I:4R!D9C)I&_ #Y[I"R#=&4+ALS;5[/U-JB?1Z_K>G? MH]&PI_TWXV91?-F7F[1#I)55%*]@Q6K(9V)4@:H:9F^V6R5<%4Q^UK*RE2EF-BX-/?N(7LM! MYU)Q!5O26WY MHSP#9K,C4-K+$F\P*DY8J1*%@BC20SJ\.'8]=?8'*W6"V;+V/Z.:>9 D=;DL MI2YHM]6I;%X:C7/SN)T2&LYE*R>0O#PVA"E5Z4*G(7IV3ZFA""J+]XAVTVF. M[JQB%Z*&%\["Z!AMUPR3O5<$R-FH:/0"X&*_HI4;?$4LVCXYI#FZVSI2Z;%[MXM!FPRH\H(0>P",P)W=^9.Z[$A-AP^T>Z*_9EKRWQQXJ^<\W\NR6D)I75HPR M=1N<1R1/ZR0=/6VV657:[;_K?XFK2HR7YI7*$QJPL!@O2'/YUY#N2+]-2WK M_IBU*=GMRO%*(>?&5#S[1KQ1\)U!$TS(G:^03O4MM6XIA/YRN?$*<"$9[HG; MF!%I22D3[&N5'#"=^1.J?FJ[N?V&E>E[,7W58 M-.=0\K&=*-%G?QJ%B8PDM4:E MV& 55XO[ZY7D$:6\@=;@>V*:(G2%7_1 M+2P*Y&JN5?[J;RFPU,0%.2$D00A]&!.H5]+QNCNB M3IESO(GOG6_H]#)!)I/ I(75C!>D=L&LYC73O.'OWK4IIFYDG(74]&M*4!"F M.3!TM5>-8V"SJA+?F%ZN=D7)NHKJZYO&;+X(W,:2[;/N/FZ4>I//7"#II1XM&U4GNR.5Q>#Y5$"E-[UMU_MS/%V&%M3L#C_*VASBN>)G/JY+>'@U@?ZIM]W.]UOL%4MR5O]T.K[M.I)]^-M^Y0BZ:^*^W>AY#;T_P"FKTH$BPYQRCT[RS%'7F?E =1(@?2BA#+ YC;EO+YAM];06\LS8A]4W6Q'",",H)&>/#;R9;S_?TOZRA4-Z8F-S(H MW"(O))9"R6]QIJF854<>K"(UM 3CWE].1& SJD>),@[(JB;WCX=K-+M%NTV@>V]B9Z?9Z#$.F_%R;PKM,CND(75XT<"*F3S;:%5[4.UFDNC]E$[,]D +,X# 8# 8# 8 M# 8# 8# 8#8&MZUO'BWVB1VX/=NO,4?.LK5YUNZ%R5EB;6J(Y/ZLMR>W<[QYS63B-M4\GL.('UC)ZP21=(V1,6I"\(BFK1A3NF>#S1*<"RC7Q96S!PP7P:R.3SJN$G M/RJA&^3/6DSM)0)SXF='BYPM"2%M0*),6Z'>^WH("E3@6ZUHD))>@!"%40>) MZ-'UYX[X:\71('=[XCGWZ?V-+E$31Z4=2KG]_06U9R"9-@GXTF*(K(Z7BT>G M:O0#7312EF"D]!@3=G@#)!\7]B5]=O4EF\X]>T7 8GT_;S+=+O"[6XZD5PO4 M6E373-74T M1>OB%+M*U+LE4H%\?31D*DPT258-P_%H6RMZ]80.0ND;WKVY:1[0Z.IF MW*5N&LWZ%*F2DN8)-S]/XS)G%:W+&"?,E@/O2EVI=.4-5(]K$!(VC>],1:=0 M(W821$G!CK#Q?U/8]@4*Y]F]65Y=U:5#HF9HJV1II4R#1"XX'L4Q*$(="R^+U-$.6.5Z=@MU*HI M?_&LW'/*.Z?00,K3HWJ'B.>]T.KKKJ@;ZH%EYOOZT)S<[M5O2')P>BG:C;/M1BFAV^:!:E]8XGW)H0)T+X[>CKV:+PH-SZRASYQWT/8# MI.I %+;HQUM3HNGT$G>D4BET#Y\NAPMUJAT5C_OP2H,BBMUB#JO@P56@-XS0 M)$04X7DE7-Y,EZUH[J74N.1&4O1U]TN5"1-&UNI$5>,JHN3#D)TE-=@'H#8U MNE DZ3[2*-K/?'8]G%;)]4T*KR#QD1>1_7U3ZBTGAGGEB]9W5V?2EZQJ-)6 MF=*NVH# M<'0UL4KV3S_%!=,R:K[#L)AL'BR463I%8T"H.LJ-=W,,.C9UQ7VD$8D8*U+< MR6T],I/;Q*QD>[#]!'JJ(.2IXJ[)B5_W[? (=@T1#EG2:&CEED1ZQ>_I+9Q)$ MSINJ6ZKS7N*.#5UA7/O0PR8"(2W3:H(6G(A#T5I8=K6QC"S$QYB?[%N#B:[I MI9+QA+]5 M*(\6];4;"WV P& P& P& P& P& P& P& P& P& P& P&!HA\H:8V4]P<&5R\ M4]T[T5 WRB^W9.^TIS#>2BCY&YO\5>^4DT:G+^ZCZ&YK:7IKB2:1+TH"#GP\MX!COZQ*0WTC&6$Q\Z(.LN6?'7UC,9E&IT5/X:'K*Y.4J.M2RS.@;2K.K6N,N M\EHJE+#LHF2S@Z?2)*\M)H@E!?W\2%"XIVS3BJ]R:,P*/3BEH)SCPES=Y$J. MN6X)IV!(GCC"8*;D=[ZLV9A[%>^A;.JF,SFJIG7[I,7&N9+#+0:+!<"61D;& MA,5$S"TI[,%%[AP/H?M52H15?9"Q(I.1JDD"F"E,K3F#*4)5!$><325)!I0@ MF%G$& T((@[T+0M:WK?IP/E"\>[O>5,_JH+A?:,O2GX_T33^HS,K/F'==A]. M1SLZUIGR!)K(K"&OU%2R+UU"K">.6[,B ME,W ^_O3; G;95B15B:9/-F2+,#L/CTF2O:M(Z#;1# MVH F,4!+&_0?2#U?[OX0.[DAW1UA5LN8^=^#9I:1\;]158-T.,N6\X(!-+ M_:SNL62B/,#@H>W!1(-H A=Y![A9T);?'"/<+:%:68L7;7 MCTC+1!R)0BN2/>7^A]2*^IA):FL_D7K]=%Z&0-Z&+5M 15U,^+VY,_K2&\]4 M[V#8;PXS1V,,>7-1HI@/+1MZ-)K2L];$-\<\O5<+R&]#6C32ZXHW32'Y!?. M#:Q/?2G1]H1RU^D)]$8Y8]RRR1,5JVO,F,UGIR#R]ACK(E+2!*+>W%[/'L1B M9#L@-X. P& P& P& P& P& P& P& P& P& P& P&!%%\+5C;1US.+>L/; MEZ"J+$6H7!*<:G4H5B6(/!Z98F4$;T>0>E.+", P;]<(@ZWK\.L#YQ/&M4%[MRAO\8EP4W0G:5$A!6];6#V%T!T3V$.T*AZ1K64\SN9;HSQ>DE?5%\.+O(K'M MM^9Y$TKE,9BAT<3I##!#)&9M_.A-P5K%NQ_)-/>9NCG68KJ-I+C^G+EJ^C6 M6Q9O7,7M2=RAWG\52[6!(EKK)IR M92%@V&\1@A>Z+5KF4C0$(E1YIZ08MA1;R#Q2Q;5\GD0KJ.T):W4<=9/'\KG1 M5503MVP^,6B-2L_H5UD3R*J;%E\$<[WZCH[I=MYNL&OK5F4+DC/(KG;N M6PMZI(?Z' QNE:]P3R%86I#[FV /79KBLH"/^0ZK:RZ&M6.,? MZK<MYI8%M/I/1-SUP%6=X^EVG*1.$LNVNK.?'9O:2(LZ*W!6QM]@DC3C3A:VXU(& MS?Q23"07+2E@]$VM+Y$[=*VQ;LM;>DJM>%SNF:N4[%K14.'E\E1:%+EIR&,M M5+LQ))9CF44$Z:*EQDD&:.0ZI-%AC=9DW9'O+S?$8FM^2JQHI*^'8I8]?5ZM M:D<=K&H$JCHVQ8TR-$=A[,KT-]?_'E;2/?N0.2P]T>#P^J4)"B+3(4X=/PN MP]&D/E1JB4=1RBQ[3[)+M.$<= 0 MV-VSXO/'G*GP5C2?J^\J1Y&YUY\DR:_.B((C26[T374(4R"S[157:<+!81=M;1IH>9JO$\!7*51+$>1HT.E)N]AO6I.JFBC*AK6G&%]E\I:*SA4>AB*3V!)G M:93B2 86TA 9()=*7Q2K='R1/1Q0E*M0:/\ =GFB]0(-:"(2A@,!@,!@,!@ M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@0,[;Y^>NE84B>#HDKZ?@E M/3J0P5"I4FAG#+2\\E<-8; =FA)[0!1T9>)?$&-,N-T$S92E.F#O8/.!]<,$ MLF[>08R&8]$V=:< CZ#CM[?JWG]D/^166' 7)X_IX=V^1 M1O\ T2LM0;6XW MH:&]++9-9%=P*%P.7O,Z9'3FAB61 M8PUQ.7QJ^7-,\44VN\&T9H"WWO:2US+[0)1IB3U]8'54;&/"=T%<$TNVFT]4MR2R*V=#NH)5'%SE:T1B;.[Z//7CZC;N;IRLCM8N2TYT -678;;%U-C7+>E ' M(2H6C-A0&4*GV0#>?:/##TQ+;YA9C\4M4+%QBUQEM#M,8%'@C;M!'H29N;R"D>B2TY !,!=L+S"+VP;'X-6C>VOIZE8XOYL[5RAN;T6]F&JUJE:6'>Q&CWO-I2P=@^)2W8MQ"N&HU<5+S>)#70FD8-2;4.3+F8Q;6#XTM4(A+6J(0Z3F[BK_#4A!.]K-A"< MAT$8]^@7I#)9)Y ?%A<5E0"L9;TI0\EL.7NAU7;2_2%2V%L7045<7^OVQ$S MO:XIMCYDV1/+HO:$Z7:HP1RTX2< !G;"' V N5:P1WL.)VPY1EN66-!HO,H7M$I:;H[WT8HM82^(.DT9$0@FA(TCD3A-65ZNPZ];0@H]S/VGXT9-M)8LAI?F2_*16V1:-DV5/W:&QM_.3.UA6DK6K%]GNS3MY"03*I*$]G4'+B&XT M\9)",P>BPDDBV$)'6^13B1NO(/."SHZOBK?W-$U9FQ_2AT-9$=HKAVCJIRL M-EL,KIKM58,P)9,94.Q3Z:<,)04FS!!#L+>OKVU1ED>9(_+2FUCC[4X/;RXG MZ'LA U-*0Y>XK3M% ,.V4E1IQF"]4(A>@/X-;W@1NHORF$U90:YC;*B?S66: M9615>3HMT*/8)J=4MR=L 0$8U)BLO0=?A_ $41SOM'C.8/MUQF*],TY(7_G.-2B97:TL\V:'!97<2@YJM+-I,]EICS/78H:O0G)'9 M4G]L0VKB]IE BU'^CP,=HWR,<2=+3IOK.B>BH-9;QJ%:L.?1FJX)J1-MNJ5L'+['F9R@B+0F/%]!@,=9(^#2';3I2=#-&628/T:-6,00Q1MZ,HEX1WQ*K[& ME%N.34S55'H-*WFRG=^&84Q-<";F-<MTN7-M)G1CA3S/S:UV$Q;Y?D5>OYR2!.EGVJZ2&K&L;0O:'-!4PETZDTY@CK\Z)W-8>J)]@G&(XO0@]W5CWX9JK9*PY-Z-<*2MJYOH=O9916T,AYDSK]UYD9G9^YE9).D-4E#>5[S'DSL0(_V-MIYX-F[P+.U5SGX_X3)*IIFJH)5),KI$I5UA6L5;G%9(GIL66Z&4U^=T>ID\\[NLB?6L)H6Y>XUM,FD^)KUY9/NHDU*0D4&"-4E"$(KMCLMCQPT+ND$]$:-&'9F@:#ID/>7C*J2.']!HK[J;'L'5UBORXR_3O>Q""=.8I+QW=U(2G?*LBK.Q:._MELTMHJ:%UZ\:=F4V?V/(WB97V28C2D3FR2A_D,V5+W%$J"F4E[<=#T6-LPO-M-C/H.TO'GR"BY:B?0\KJ^HDU5FJG/E&/24UX$=&AUM7AM3K'"$-K>6XJS@Q*MN[%$TC-.:$A.Z:UO?KC"+02I,>Y>0X)2<*Z,D70=;?,O9BM$VUE.6%\#+TE-MF/#A[NTEC]<-<1*?'^?28?O6K]9L:$BQ>7[D4>N2'V!OJ!)E%]-4STO7Z2TJ-M(L2/67!5;DZL8GJ/GG>NV2%B5;1/L9D30O(1/D7E+$KU[):UN29*X)![UHXD-M&]Z}(9*5:%>G6XU'K^S4Z('LO8M!WO-M-M=-YU$;/A45L6-OB.30F;L+9*(I(F_1VD+VP/*0I!$1O7/,1+.PR(R]JQ#'Y3?"CE^.OOZ5M@F=ZZ&2/+S'%%/-[F$[:-M)3.RI#'5R#:$(_:;6)AD:_TFO5P/RX.M^;:"!,17#<$2@@J^9:_DK-!'9,8U(7P#&[%+4B-0C.NDIFTRYFZ584T*E[:T1]A2JWE^51*XV."20L@LHW11+M2I,WH(=F;P*#S;F3IB6Q+C#BYFJNKK*G3VILWR3^1-B^W*?0RCIS:-D/;X6TM5"\3:!0>?'OC@GN:T5R]L:PI!Z+9ZV1>UV45LC0@AJ'\^73TZ+Q[\D]'H)C# M[WX>!W1SVIZ%BK-)G%)!;5IF$<]R/D3J.M)H_,S"8^[=(2H8'!.M6-3A?%I3-MNV+"]^LN3:#K(\\WVXV;.NJ^K.>IW%T'-GEJY]G?6T2BT%D\T85#=6WC7;N;-M@],U8Q,C<\R:Q*3A]XNS-.&TUD7.#8R[]UG%:4M9NPA;;K&X*JJ[@BEIV+RI-MSU*[YKZE[-X*G_0EX0VKUVP]45-1O4)=N6'RS6B5Z8V>5WRLJ:%)EDH/0-P7M!I/6..F8C9CDH,2X&0WE:5<>27H_FOZ%8'FT#Z4K7LE1=%QEPF;P>%PR(77S M#-JBB5"2"6S>.1A,JG4^N60QM[41<C5[21$#%K@0EV2FV:$(U/=*Z&IWPL-M62*,-K)#P)9M[F9VG-M2A5K<@5KB!-ONH@>S0AG_,U/V.'IZ.>.)_A,H;^':ICTI,3@:7]94UHW+*MGHBAB&U[JEKV9H.CR=8%?O$W>:.ZN(IS;3M,Y[VN*%.J2UK"B2_C)YX5="69,OE-VV(2PP5;?!U+"DBW3P:]A+-6-M/6QJ-D[%O01F5SGUDU<"Q:26=:]PR_A,[M;HEYZSXOA5%0)GN%@Y_#W]<$F2-M3>NY[^A+[;,E86"5(6R4R)L3$?'6'J5FV9P2FD)PJ0^O9,H(6)R%:8T)R94-M24H3GWZ0&D'@":4:#?X/2$PL6MZ_P"C>!\7O%SQ83C'O'#4Q5T77=,JISMI-M%)9#P@[\;2N#1>G&0ZUK79({4N(F5$1Z3#E9;B3[F""TGF%FFEC*-PHP-BS"S-Z&-M686/6PC_,M;",-P[]&];_!O6!\VO-E,7&YW(U^.E7%92Q5%XR+7Z!O&MIX_

ML#L1!YK'K(9UZOQPQ>.2Q0G V2(ZD6:YI/I>0D&:)G=*Y;1G!",TG6!K\I^! MVRW\E.=-
,1/1ULV35_AY[EIKK>LKNYO31!AY4MPBBHK&89 .9)F13,*6#>+B MF[&M3*6Z/2*5$3IG0)Y MV-04F6*
VY>,KH]+)934M9N_D,M+H1U4TJ@:D=$ M2[AU;1K4P/4=BK$N7K3;2*IB':&JB:%K5)0)E3GH"W9N_P !IH08$&>3.M>Z
MI#UE3%R%\S0"YJPJWL7B=KY15HK\=61? T6[(BCW:LRE5?DTM*0L4JLF1!VR
M.4H$XGIX[#FPD!!&_=KM[K"$;KHBZJM@_EP["I"M9M))/)KU[/ICH6GH^P+R MI'T7S3-:"@C9
,&A+4I*+)E5@\X3YW4NK&H)#L3I&5AL-E M5RV[XU.?9?'9&EIGFKCV!]=6.D<&=S31F87VS-D+JOG6&OJA0F3I51]9N9@4F%&!W_
-8]ZP/FXY4 M<+,@@VR+] 06TGJNO [5G1;(WN)T2D!ZSH>?)ED%Y9D]:)QMQ_SAO#!PRUC M),&@TH,!
(YSHG>_;D^KH,,Y7IGN_CRZ>>;]Z*K6I$[-VDR6O3?5+G3$DM&=6 M(*[NB9-.NG:6L"Z8NXUG'&",-M23IQ>:V*6(G%T2-
J*2)"1&Z2)RAA"$*IH" MZN8^8_$[%8+5<[=^>^H[H\4]E6?#6R/.8W#E+JVO+!J&7VM.GV-"2%.48JGH M"*1M2J?O6*
0Q3QK&J.T##>E:/F5X]<_/AT6@DO)A M]-R>0OW9,HMWH^>V'"+0C#XZQ1;_9C7MDQ^3M3NNEJY=MJC!1)Q3F,<2V'S1SGRYY-
D516ZY"KKLSOV73>JFJOI2"X99Q%Y">D;8DD7$JK?;_M4&:)7E_,S*RF1;8I1A5-Z0E1M042/1X=!B]PU]8W(5A^,:2V!?TZYAL*14IY
M"K*Z6OV"\[='%"Z/Z:L'ENVIY G2.IX+8#>C2.$DTO1-"TY, P#5%R$Y1@0 M:V# G*6%6[U7=OBT?^?
^R,*DDABI/D+9Y5V(LY*98NI3+!PZKA(8U(:>G]?1 M:&,:5:4J3H4RK:%.)?IO$).<(T1PM!<;Q/Q6=091VA&>CE,VD';(^DBWOIZR
MGR.-D:KJYDPJZB43H6UJ$;8O%XS#VRIY!2D-:TWO67M>]LT@0N:-V6*E!0%! MH03Y3I6]5MW+P;9!/0$_Y8C;:0?;47=
[LA7.ROHTA.YR.34 MY6@WP<87)4_0 [_MRD*2=J^KF6V^G$WW2[0TR ZZS=V>O(4PO-TLK"[_#'+7 M2,M8FLJ+
('QS3ZT]$L'MD8S4.DYHPK#Y,G:46)YSD^7_'+T[5<0E?"%XL%EV]RQ3X;JDDF[XN;H%FZ%N.'2 M!3=WK6
MI@MZ120X3VY1'2"1RN'H^:^.*7ROQB^,U M@D\7JOA]/=4!>;$@S?T@5.8+'VILJFP(M69-.K) G2Z96T:=,F+<@$@T8404
M+0;T;Y>^C[GX.C2CBF3([/L>T(W7#.JM"6.R_FN4.]38FK MZ"3.1SE-'JX<*PZTV&2M,A#7L(<8VV5[,5+=N.S#6QF.+D6E=0C3J1@
(+=4 M):75%!WQY,Y]T'64VGUL.^@86QV&CBKJ;'>RU%12/L^Q:YL*#^\I*L"F6 M63&).RI90S(]B-9Y:)>04#2;W,
(0;@.&Z%6<[;#Z!LL6I?<,U=U6P!./,:3F]14=45-N_0_2-Z)9P_P2L$,_MQ8JYC;+7]8@CNK"M&T+'?
DCN1"H)'5\Q9VXL:9L=W1Q=75,G2(CO].80&!&] MWO4+Y^+TYHM2GK'Y^?E,$?*,6*VV2&6=8KL&*IJL9*#LY(G;HG:L;N603
MQE:&1V+*1"(=UAJ)P2HU:100 ([M?RPTM47*7*/7[]!Y\X5ETI:$.K*2(V9* MG<)+0JAQB]AR"TWVQ6E-HX]6W_*JN>TTM+0Z,.1
;%9X-&-3BT(+-G=B5FW-MVS?U=O@M-$6YYYJJSJ66VL-T;UD.65Q9BR[B_=2#:,1IVR8XU4>M7GJ?6$2>
MG6%;*WOU1;V%26CRML'7F"4R&+Q&R(Y;%K6Y7U8-MP2/2F0KQJ(PQEOC3:L=DH3QB$_#,[$B%Z![WK03S0O9\JG5V./-?1'.$SY6O
M-RLW"Z(*S2">5[:,%M.L&"1M$1F3S";"KYU4I-/U?2&1M13VSN:-N6IB'=$I M(TI3FC-*#D\-
]Z5SW4R6P\P:+RB%#K*P1,")KF/N(#C.JMDC<5(:;OV-E(C# M=?-M=T4&8X,8S=Z4>JF/+-"$90L"], P& P& P& P& P& P& P& P& P&
P& M-P& P& P& P& P.DDLD8H=')!+I0Z)&:.,Q5D=9)(GI>9[)"SL3&@/WI3#3!>C?H-#>\#6C3GD%NVU5M(6"KX-MZ,\H])/C"U5-
=J2;1J9V-.MV,DY1&:.9V7=//4::3WVJ*LGB+1!@7,+T*V(MM;3?M-M^S.(T4;D2*05_$3'5ML]4YWW80ZT)&H]-5VK'S-TM:G)ML=/,E?
3AM&!UK+)6FGRVEZ]F1QINE9$GNY)3\QVR-!KT;,8?9CUZRM/Z0
MKA*O)W:K(_=2OT9X/M:S>>N/;6F%87);\$MJHCI>6&NH;$IW/Y/$*1D+K'Y7
M+4,9CXTROWP7!3F@2$GG^S),":KR\DU'TO,N08^2D=["C'6XV)^06-$-MST6HI5U33)XKZ#P&YI\-Q$G5(X+-;5N&
(QQ&;ZH!>Z7OVPO04E/]4-A^-P& MP& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P&!KEZNIZ
M_P!CZ1H3M;F2"Q*XYK5E97#0-G4?*YZ35ZR?U#<+]64V*>Z]GKBQR"/-$_@$ M\J=N/+1.I29O=VQ-2]JEL6)5L@EQ%M\NP#R%
(NTHI)[BF:9_M=2PW%S1T5!>GH)*VQNAC-&W-M?2Z^[&*D+<$H@DA8BD[@6;H-DFM*-@YU\1G4"5]ZJY\8;'8!\;=-G&G.D#D
MZ>7N35=E/<*U58G05LW+22;2]A?D+V],)5D$P"%K3C#P:AR\KW8$1S;O2D,F-MN[Q?]3UZ^W;OFZ>/?2T0O"3\3=$RE-U)WN,8;]B
<4H%[$)1O;F+R'],/LWN.3Q&D^99ZV\R6)R%1 M$,B=UOMMO$9;NK+(J8OI7H>6V'JK:Y;$#_ZGK8G4*CS>WN&U+N$TU8M(T84
M-D)6YV\;\QXLZRJ:S*+N"TK6I-^YY4\QWQ&[_L!C>7J'0>HBB)%RDY52DB\-MBB)63-75=(V%4D6"V9IMDGMRS-[2^S&&X+-8# 8#
8# 8# 8# 8# 8# 8-M# 8# 8# 8# 8# 8# 8$>VY6[)];UH>M>G-U:48W^5:"PGG+F%=4%#PZ.<^-KR,V7U2W6-MZDES9?
M14VT)FU%&:UI-=!T4EKNPKX0LB)"*GE9IOA9:Q:H0'NYI230@KG! M_$OT)6D=YXZ8:^@[#EO;T-Z6(ZQM&KWJQ61-
R^]37H"4GM_9<*AVB:U+EK@SJWO$G-M>E[-
7/03[T=9==]:VA>N[SH6"0R>,7T>8P]:1X8YPC].SR,D(E7,?/58,1<2E=L)7>OG)0;.)'?#F^2$-MY(W*DWN5*E;B=(S2_6+#=/S:7=I%
TZDZ3*C1=_]=Q9KN$Z&NAKS%'.PFM-MJ3MTG?8\X'M[4>-ID3FE,7D%F)RQIP*=%"].P;%L)LP& P& P& P& P& P& MP& P& P&
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P

_WIN^(P'UZA7VMC?\ >F[XC ?7J%?: MV_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V_WIN^(P'UZA7VMC?\ >F[XC ?7 MJ%?:V-
_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[X MC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-
_WIN^(P'UZA7VMC?\ M>F[XC ?7J%?:V_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V_WIN^(P'UZA7VM MC?\ >F[XC ?7J%?:V-
_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-_WIN^(P'UZ MA7VMC?\ >F[XC ?7J%?:V_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V_WIN^(
MP'UZA7VMC?\ >F[XC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-_W MIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-
_WIN^(P'UZA7VMC?\ >F[XC ?7J%?: MV_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V_WIN^(P'UZA7VMC?\ >F[XC ?7 MJ%?:V-
_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[X MC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-
_WIN^(P'UZA7VMC?\ M>F[XC ?7J%?:V-_WIN^(P'UZA7VMC?\ >F[XC ?7J%?:V-_WIN^(P'UZA7VM MC?\ >F[XC
^A,TAZ@TH@B4QXX\\P!)))3PWC,--%H!998 J-B&88,6M:UK] MN\[P,FP& P.CD_\^C4A_P#]&[?_,@HP-8 -:]0/[-?_:A_^FOW:P/UZ-?N
MU_#6]&OW:_AK >C7[M?PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6 M]&OW:_AK >C7[M?
PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6]&OW:M_AK >C7[M?PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6
]&OW:_AK > MC7[M?PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6]&OW:_AK >C7[M?
MPU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6]&OW:_AK >C7[M?PU@/1 MK]VOX:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6
]&OW:_AK >C7[M?PU@/1K]VOX M:P'HU^[7\-8#T:_=K^&L!Z-?NU_#6]&OW:_AK >C7[M?PU@/1K]VOX:P'HU
M^[7\-8#T:_=K^&L!Z-?NU_#6]&OW:_AK >C7[M?PU@/1K]VOX:P'HU^[7_M8#T:_=K^&L!Z-?NU_#6]&OW:_AK >C7[M?
PU@/1K]VOX:P'HU^[7\-8#T:_M=K^&L!Z-?NU_#6]&OW:_AK >C7[M?PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L M!Z-?NU_#6
]&OW:_AK >C7[M?PU@/1K]VOX:P'HU^[7\-8#T:_=K^&L!Z-?N MU_#6]&OW:_AK >C7[M?
PU@/1K]VOX:P'HU^[7\-8&01+6OK7&/V:_\TB9/ M_IK_/R:7 V>8VV.+>Y%/KZ M8:W+DB\HLSZ.]F,Q&H+4 9ZJ,
(O4$(O6M^C>M^C L#@,!@,#P622*L=<^.C MR$>2&%6C;T/[\I+RJ]#Q?GJ:M70-P>M+%#/V+&XK&*)-IH^>GUQ/(I*(R^K&
M\YEVQ&F'I![%Z?4*%@=WV9(;0F,BZC@:-'-K2-E?_9EY*JO5+)KSEU0II[%Y M7R6(UXI$]TF%Q+7UW%)0Y&;(.5)/02F'Z#]
V(.MX$$63(+%;?']YE38:GG? M+31"^K?'W1*+QW2'JN[[9L7FZ>LMZP=JL2;NUU3'0'9BA74B-Z"-M51=8YLR MYM2F'
.,&0$H(;,^EJMO'@OQI^0VW*NYHCG$%DNC!0<&-L:B/(5TAVY+FRH9 M)=C1&KLFR4FXHI$M5(\5O7\@5JDKNU$&K\Y)JD0B/<"]
[#8357!WB>A%^& M\UTS389T9;$C@=\U:U36&N+9U#*I&A?G65L%EI7?:=(CDS M3*&)6]I'!4 8%I>S=@#2)7T&4U8P5:7'HU*;?
HUMTJ^M5Z]P0OI]$Q]1F(_>/?=#"(>PO3;=#_>/ M[HSQ-N_CWFDN32+L_L:!7LS(+KG]B(NK>=%'.4JGOR M1
_)90D*2G%'+]E;.VFV @ :@?&439FY3X//6@4^Y&L&^YZ&UG'O69]LWE:$ M.
[9K^M5DM*L;E4=$G&/%;0VR[60JD0$J!\&@+]U0^U0G*%1FDP@]%/EAETL8
M/(YXS6=BE$C96AZY>\P2YY:6A]=&QL=UL=Y4B*^/K'1 B5$)%ZMB7&".1F&@ M&-
*:+8RMA%OTX&AGAOI[IZ#L/@>XNZ)G4YDSQ/NI^;>O.<+<)=I$8DMKDZW. M?KK'8-/SMY,5GF.LIYXNIZ(;CT:]0;I4R.;0<64
HLO6@M3X8Z>LR65X9UBK MXGDUFS"&6)W5)H V@]]]VTXKG23>5J5V+2\K!?!ER6$]SJY>A9[T6QPZ MP^69)
M2DR(/,'(CBQU8]PPMG B0H6KVP4X= .&8%?\ MA5,2+.\O]H.=+V& MM(:/(B10D \A9?6]%8'S?S7QT^)VIS=%T,E-V]%^/.3V
M%1EIML30K%C(TG3'HRA$ 3%2<&@$D/APM#] AB$&.U+; B\]^*YU\>=A6GT% M,;1O7S4VKR'8DRK]/: L=
M?.O/ZFJ)MU;**_9((BE=FNZMMBL7-;MD-"4XX MH#\,S_'VAN@OOS@HK?L/PL]K4Y>>KL?KA\3PNS8_54@GTEZ#H2ZTS%':RGM
MB\IVU/8M].UU/!+5]7/J!.4W2A*<68:SC&J[?IZVKZ4/%P6O+]VQ8CKP+-GM4H> SN:R1&U-SL^K!&#;T $;6$TSU
M])];"'>@JB1$X"X>"R1>9)XN2S$7EC33U]G)O015PV&FG['T8W=,'PYKY525 MCN4[BR> #C);>._4 3._&:UG>\>
[:UL!N@CWI[JCJWFAQ\\EMS"539;ROT1+ MKHY >69F=Y$N>.3NNS^.H%8%!39C/+6J%,=@=DR69ND*7&HO=@(G]X$\X# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8%$HWXP/';$+
MG%T3'.+.;VV\MS!TL(-IAJJ*J)F3/'ER4/+E,TSPL;U"A+*5#NK-4^_E>HJ M>/8P#"+?IP);5\=\M+WY9*%M"5@JD+A?
4;ZC6O)\6;C'!3T3#674CU9DBN#FJH+%>[GC4-A]M.4IAK M6YJ+(C5=O;?)(&TS79I7JR)/#WMJ3*&[:K1@T@R
:+$$(=:P.AH;QT\)U2G@&2;H6]" M#O6_1@9=SOQ)Q_R.JE:_F#F6CZ"7S@9.Y]^D)%A% TE6TQV+))C-"UO>L"NO/_(S. N5Y?)I_
MSWR92]53.6LSE&G>21F)IP.A,7>#=G.T48#UQBSZI1-S-WZQ[6TZ1(#=Z#L1 M._5#Z DA9Q7R8OJ;JZ)5\]U6?
3]&RB.3:FZ]%$V[4;J^81!R=F1@.FA*4GV%.((1)+];6]E@V$)" MJ.F:IH2%IZYI>OXM64$2/$CD":)PYJ3LK&0]R]^<)1)W,I E"
D"Q]D+LI6* M1ZUZ3%!XQ;_;O JZP^,+Q[Q?H$74\>Y HQHOSZR*YH58B*$MY2U%.%XMF+IX
MVLVM;C35/5APMF&OB9$4ZF&BV,2C8][%L)R-Y8YP41V](BII*ME<6Z<>7F0]
M"1Y7%6M6SW$^2%B01E[=I^WJ2#4LA7.;"UIDIIAX1"$40#7_)#K>!'?_P"K-M_P")Q,[@P&\P4TH9G8VCCG1O5PMK6$.)O-#9]"T
8M]Z*.&I%4+__P#$8=CW MOW!-O91?H!O8<#+HSQYRU#;.27/%:%K%AM9!*[:G2&?ML6;DTF1S2^1M0[GE M25R
7[9._P!G;8TFGI4#T'+@IP!,%L.O1@9 HYFY^52*\Y:HI^!&R7IN*M$'-MZ$>11]%I=NJ57(-&'W]]9BYQNQ#
(2W[6F3PHS1Y5@&LWH^K)U@EJ=-M>V"_#1;=]'_^W2CVG^+F%_Y$Y@E<1O&!26AZP?H7TO)=S*_HNZQ-K7,MN2S M:-
A0!DQL;0WD@3(&IH:4A*!M;42@(-ZUK_Q@=K@,!@,!@,!@-M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@

(<((WFQ'4X8Y.88$8#A#$)&!(+?IP.=_!W2DLN%58 MC3TCU-
"*Y5=PPKR):YICDGKDRCB>J(U+6F7R*;%HWBM7*>_1,]4G$KDJ6PHUT=U$VU90O6\A[+I?ED% $0B=*U.S0P J_P"OWSS#X53<
M=JKI'J>FY=5=3V90+W;%$LO]PA4I42>I92SQYVBDZF;L;!(
M8ZD9W]K3G#"%4/>]""&R3JSBBN>L^:FGEZ82>;OB$LDJHR5HGR..+>KE@E-!
MV'#+&BR58YR9M?"5Q;LYPA,0X&FE"4'$FFB",!N]#T%&+P\#O&EXW7W!=KB[M6E!7?O[GY%15YQ^NWJ.,#$%:AF<&G'S9C
3XPX*T @.CQ7+3MR I,5M+IHLX M2I&:.4H$8'3P_P %=+1R3.T_*(0C6G0PY&X6[;31)6605RX%:B8?:U8E22@_P!@2'873?
JAT8L,UZVM MAQ.8/$!7G(RM]35!U#U6@@S;6=]5=0M8KY 6@H9S@TVNZK7U:^0K;75[5(Y] M*H2YKAAC*V;N$F&S(M[3
T,L0O2&T.MXHYP2O8-"7J;2>RGB(1&.1EUL2;": MAS*=N+&T)&Q9,)6)A;&5D%(Y(H3"6+=HT:5 M2;N5^CY32B; M;1?
7#76'94IC3),CC7*,BYHA 92U+ 8\L6L!29W^NA]A;2"<%04H$'L0&"+, M"(6@AD\AZY\CM?O%44A/Z&X_*Z%Z?GC;'J ?
XO=EENM,1ME;*IL^X+>%;;>N MKUOL 8[U?'ZTTC;3&?^U/$1%*2:YQ)I S2 FJ#K2(TQ WR$RA
MM;J0KN&NG.4^5]Z25K5O+9]'Q#Q^N4ZW"HE))U ;$5;L'BRO:FC=W1*@[&MRG.7N<[#[$B[2JN MJ:6X^SZ7H4Z2UDY)5 U%-
Z5YT3,>DARU$\S9W0L;^J&;I&4D;B@+!!F=<]Y] M $6=9U/%P[G^PYQ;/E/Z1Y6H%VF @S1HA]6553?/#I>!YLQ0QNK$#N\A;6*%
MA(2)TIARI:Y.Z@1RHLI. 1P9=4O>W5UJ$)JFY*IRK)38L.8>G;MM11U'T#8(MVY=&XAV]T;SM":YKV8M<&>'@#O.G>E'M2G7.J+*
M)0G)65.3'XUZNUQZ@TUT3I# VH<-=*G=BVI.MP(:Q0^9J9ZSP1O[CZT,K8R1.,N4SI],>*\56^?#Y WRB4 MKE"IV2+D:A,Z"4G:5 -
":/0@[&!>*7AJN9&;(F&IWMQ+U"KDJ]IB4TM>V[!K MB*5/?VDPK9J6#UK.)O((-!ZOEAZ?VIC"TH$;:4,8O9% #H 0AU;?XD^(VYA<
M&HJ&VJK?SG2 .D>M9WZ5Z-?+VK?Y4(I*UU@T5+>CS:2ZUZLC4#:9D[I$#6Q.
MZ%O]U=%91Q)P%)VA@>_$;P:]QZ+1;=52UC98]$'RO7TJ(WE>T.6V_)5,7FP MY;"NAW>,V0UN_0_?%[FM,,WOWU7HX)
(GWCJY4L5^LJ1NT M.EK$Y6MNAELG# +7M&N6Y#)N8W=E>**GL*:81+V)LKVPJ]%&V](E>V,I X&M MJ(E&>8:E![+
SFNN4HE3THJU15,FF4+K>MT'1IJNJ4\KECI&9M+NC[/9[;D, MNE9+O(EB%T<([+]/1[8(]*>H0Z?3R4AZ9+[1.<$HQ2DJXA-
JVW=4<9#D-BWD MDKI#93V-V=E9+ZFJIH>&*#ED-*M:,3CWJ.6V#,+?AM@."JVX_&8_;$>B5[WC6\ M$,&)VG@+
[8U<5[849@LVE<# M)]0#0YN3>I6) D$:T/>DZ?102$P*++BR>Q] MBC;O7TT:$3)JZ&\Y; [MNJM'Z50[HBSGZXKGK"P)%7L_C+W8-
3SNQ)*L<%$: M>#UK.0([8$Y!)>]AV'+D?C XXD"PIS20:<0)U(FTXFY+Q3UVW32CP3NRXG6T M(L"$D.E3SV'+B*LET8J",IE<7
8%C]+,F-+3 .!HS M#S_0E6\OTY Z"I..F M1&J:R:CF&#Q@QX>7[3"R&N2YT+:B'60+W X4(T1[@,! 3CS E$: 6'?J@#K0
M3%@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@01:'4'/%*6%4 M%3VUENVB=MPI2TIQ MC/:MJ_>.:#HST;](M:WK6_V8&86)
<-75(?7Z:S)W&X0?:UBL%25P5(G$IO'_M+,E*=R5QV$1\)O\^7R)Y3,ZH:=._8@>]?^,"_Z\[Y>MIRK GK.];VG+ MG!9# M 8$
SCJGG"M+HK/G6P+LKB'WKM!(-HVC7=)U[+;8MJ8L-?5M F93(9E-90O*;(_&V1 M'ZNE+F[+SMZ*2I"=CUZPM_\ UWK
Z2R[VIRFZM57;:EDQ& U&B)C*A78DG>$ MS7%YS=VAABAIKLH$%. $@>GY$F2[]/_M.4EAU^T6L"6,!@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@=>[.S:PM3F^/*Y,V,[,WK79UV MMR8Q8N7*CA>@)29(E)&8,6_V!"'>\"EO/_DO\?G5,
[#5_.G8O/EPV.:VK'A+ M!(394<=9:X-;;5L]R7-3!I86YNR=L3AV:I$F+-]W*UZYGJA_;@6ZF\VB5:PR M6V+/I$U1&"P./DQF4K?
59:!DC46C38I>7]_>%QV]%(VQH:D9J@\T6]!+*+$ M+?[8$>UUT;1-
N29;#*QM:%SF4MM=UU;:YBCCRGGU5!90MA_9@35@,!@0#?/5'.'+B6$KNBKLKBET=DRQ !8&IL23 MMT:)EG7I":GMZ:8VRN\B?
W!*T,3 M UKWIZ=5QH2$+8TM20UNFV^ MT8:KY]W7BJVOF^2\IA035:(68Z0K)OM]];24,=2LB8Q4 1O?J!)!L6_V:P)"
MBVZ2Q"91]FE<5D;0I L:7^ R)N3.[&]M:LO>RU3H>GFVT>Y. M'J"Z@L0JA'"?UE9,'=>G?
(1;SLX(&^P(O6]A3F,M50T0H9RI#IACZZ2I8XE, M]T*1G" L3!;?E&VNRDL>JB&M4]ZA5P5G_P"P;R]&XN4^'=:&J!\863SB^R]V
M9#WCIP)M^OG.[Q*0Z4%BEQHB1&>J:861[4LK081R@[=;U)RCQY$8&9T%7J)) MXW//Q+G>+QQ 8493D7
T=!39XI%_RUHX/CY<+2GW1A'D)?+)7^05K MC5T\$\K3CQ;U+2T>Z&.I>;QF?00J5]0,MQ1&LV%=6;E 8Y+S?827GHZO;<
M[863:M?)6\C9W#FU)]3H]<\."U MIXXK3'K1# -,4FAZP^;I;&I7?#&YR21=4Q#H1^X;Y\E A\T6>]39[INKVEZ=
M'M5MRMUFFJG#HP$J.6L\F6(%NG14D;R!&HB$_LM[#8=@,!@,!@,!@,! M@,!@,!@,!@,!@,!@,!@,")+_
$ZA71%UI$A!ZI4IJ2R$Z9*F*,/4*5!T.>2R M2$Y!01FG'G&"T$ ZV(0MZUK6]X'C1[GNF*UAU@ NEBF=M3* 1B)*F^R]NR%I
UMCHN^F5&PAT 0@% M[V$ 4J[^0RQ8!V6T7=9G2#E=;EP5Y2&_MZ@9K!NTI7&'69KX/8B&D4+698[" MGY3JQ\95^D
(&GJLP\F1QH\TD[0C=?M"[<09N]GZMNA8M10ZT^?*2[,G3[TG5W,?:_=%R6-;U&5EG M+AN CI^.)\P'.#N<4Y;-VG>RTQX@C T
W00YY7Z$Z?\ )IWO>E$U'S!'+OI[MDSAB6THVO=L6NOHB,0WJSM5N*?T]T5F]KZIL1ILV1T_7\$9B_<2/+"[:W;
(WS''>AVAYDOEHK. 6XP4JRN;L\&3"&,!;G%FZ6%CAR],XJA'#,(VHV(*LSILMM#PY7U4W\J[[B
M$'6>!.MHWPM6'.C%T6&NYWU,YQ"?.U\1&\8G4;(L8WN4?1P6I*N;IV6%H30\ M]2<6$L_91V@OQ1D![NEA/84@J^=]9-
L[X[\2WC^>N%Z-;9K/HU2ZWHNPN")(MR3,\JLUYB2%V%,8^_LQ'NS*N+/0$2$XLU:E&I]D(5JJ)_[&?^,>N5<8ZTI/
MC4!)AO&VYLI55+Y.;3D41O!/-!*+V3+Y_9)<9Z3CT=G#"0,H89F^V7TS,_&G5"]5,NKJ%AL"[LM-B4R&1RSRAVY2G3-8$5VE61QT
M6WI"(C#?) 17 91XW+*#84 \;C[=ZSN6 ME^@W>A.CTD6H.UK#N>QX?84 CDS96A59O0LJD]<1H$BE8F%(UN<%.FP6:3$-
M;N:7HA4;LXX0;SL!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@, M!@5\Z%ZLYXY38X_(>@K5CE;
(I<[G,,01.6G)TD$B,QR7M\2B$=0/$LDY[M8VE"4J](42C21 K9IVRR_P#%@<^O>F^>[83U6JK2XZ^G*>[XI,9O4AD:DC>Z
MZG\5KMR8V:?/,;"F &):GA+U)4*)V#Z & ZQ2$@\)9OI!H/JZ=*T"RK'9O=; M=@:!.:U)HPUS778U'S"=R=:F;6**,DM*5/;@M6IE"Q&G
AT2$TD2M*D- M,+V9H 1@+%L.]Z#O QI+W+XO^Y4:SEA'T'0'0Z"_6!]ABBITSX5(TMC1]>Q+
MUSRV$)RB@E+2!L:0]0$TDT(RPE>U*&$80BT&5TGR1P5XUFV5SJMXS&Z1!9KK M6 >R2P['M*>SB1R 6 Y3PBH*V3SRZ)O,Y,6UA?
9*4W,,?1K"T85*L):= H8M M8$XRWKOER!W=$>,;)KT%445OV>$H#X?4+]/(\V3Z0!=Q+0,A2".JEQ:\:N0#; M5(6X@00G.
(DQNDP3=E#]4/XQ]>!A4PLB 5\JAB*<3 M* Q-;8LP;Z^@2-_=T38JF4Y=4+DZ-\3C2=4:6<\OZML9E:D"4C0S?=TIGH] M0L8M!%1'7?
+BJ_#^6$_0 1G]&ID@U!]*E3J/CL4H!;.&1&I11H*W;A]*DQP8 M7(:+U??_N]*]E:3[]I@2LW6/ 7>>2>KFJ8QMRL>%1^,2J7PA"
[HE4GB\AKS"D;*V.VDIHB5"LTDG82Q"];00[WH) M^G=T5)6&JYW8=CPV&AMZ>1VKJM%(9 W H+
L67)%ZZ+PN)#4'@"^2*0(VM08 MD3)]C,/ 2+8-;]&!SF&U*XD\ZL"L(_8Z{6)51$456/"T;D09)(8CG3:J=X: MO?FK8M*T+?)VY
H,0J!!]BH]V." 6Q$F!"& H>A:,V/:C!TU70X 4.XL*SG5W.>(RL@Z28W6; 1*)\^HIHD,:HHPJ96R00A
MQ>%VP!3IBS)G)$#7H/K;,]^5%D^KZ^_1@9I7GD7X3MA@M"3UUU?1\L9:4ABR MQK94 D[:/>*^K]O)4GKIQ*&U0<0YMD22 1&Z,
<1D^Z!&6(&S/7UZN!U=<>3# M@:W5DF05KU?
3DQ50R!2FT966T28!@8_7<)1E.$MF+H<<222E88^A."WMKN>2E>HS"Q:!,)+"'IP2(V*Q([%1"U](KF!2Y)46A: MV<8#6]>D)Z%?%-
!A]4V *S(<&$WFXP1HIZ4[>DFF6R7.SVW3Q7B&(+O7]B\J M9DU[]NW@*WO:DK_$'TZP*XV/Y,^ :A3QQ99O6U)PI%+B9&?
&5S[,$B5"]%Q" MOH8'%*83Z/7UZ,#IWORI>.J L4'DS[V%2+4Q MV4VR)Y@:]7*RRPREIB4C/B,E;ZF@ 5!V#T^G MY5%LU
MM>=>QJUJAF3'8 <3%,K61B8QQ3[ZR/B5"XK&A8<@4[#VI:=S;SR!;]&O084 M+7 TP*>4## _'=PI5W1\GIB0U75%;Q"UY"
[=46/(+9=98WH,8 M9[<-L&/?4QTE6UJUN%$D#GI;O2N7$+FU24:U-")P)&F.T,D/LC/5"Q4)F\ L MJ(1JP*\E4=G,%F3*WR.)3&)/#?
(8S)F!U3@5MCRQ/C4H5 KHV+TI@3"CR3!E MC#O6];W@91@5TEG7G+D%J1TOF7] 5-'Z99Y8\P)=9CA V(J'?7B/RMR@KS#D
M;T%8 (YRA!,F96UB0)MG*MKDQI(0;& 6M!D>NC:"%2J3H\%RUH;02]E,Y$BN
M,F9,1U<+&5V<$[0V+TTM*6C9CRE[PK*1E:";L8U@PD:U[7?J8'?6_<=64!7, MEMZZIY&JQK&'$MY\HG$PBB=KWIU3)2=?^3#SP
#K M8A:U@8+S]UCS5U6V2 WYQO"M[E10Y>B:Y;J!R9O>EL77N:@"] ?E'UIS*X5&5?
J"]:Q74D=,05_JUD+10A:WO7I"37&S:_:;"C%3.,P84MF3 M..2:81>"F+R=R=YB<-5L:"4R5(T@V)5]!.;A)F].H5""$@"A:27ZVQC"'85S
MM[R"<6T):*2F+AZ.K: 62>7'CET=?'10 $6(ERCW6)GS]\2I%,=K/2E)_)*KMCKRE(!8T0<#6J20R2RHIOD#4Y)T M"9U4(CD
R=FF'IVU64>8$OU_4*'H0O1K?IP/E,?*;XZ:\E[C YYV50<.EC,) MA"]M,EGC8S;8?K.QL\F8A/ZU>
(AN8BW&/2!"M")6<2$*9468+80BUO R*X?(_M_P)<_S8VM[EZIIRO9VGC[%*CXL_2M,!W)C
L0@;WK7IP.'8_DOX&J%QBS19G5].0MVFU>Q2V(JV/):4C4/$?FC"GE,5&I_CSVC*<&EW;C_5#[9&O1'@,+%Z>D(M;P,_MJP& P& P&
P& P& P& P& P& P& P& P& P_.OD[?X' [GY>LR67A;O%,FB\ M2O)BKCM^_0>&V?1<4<)B?6(I30'040F\1F$?;FNV6^-
(W=E=%0F$7OD7-3)' M=.I TG5!1&F^@ UW97"W9?1K!%*WH1JD7E$IY^Z@@-&3.EJ:M9ZN>?<_3.JN
MHYA6[C]8WRF$'3>JHD"@YQ>59SN'/9BW2W) 'NAH+&I>Z5 M+>O_&$Z?
MVJ9.HB$F:0RZH(;QQ&Z86VNC;G9J1.::NW2=5VZ$MSJH))2KDI M12DH0DZ@@PP BU;,#\5WCYN T;AJ5:6KK9>W" 8L4*0:<1H/5-
'OVV_2&QSRZT'" M[1HNL(}7U\9.;.IOJ#C QJY<$EZ>CX1]8>VN:2)W)V..)SSF=.^ AS:H)->=
MHQ+V]I&L+*4$IE"L)H:]NHQFH+&\@G*RR"V(Y]2]:=XZHA,@4_K[#KZ03>\A];R ,=+3YAY M*:8-
8:3J^C/,!USU'=#NMJ6P&9F:Z$F,S["EX+I56VX1=)!G2)7#65OQ=A;= MIW8X]S4K@H %;&A4EIPWVO3CTZ7>

<9;H[#J'5\T',VS)E+WJRK!;[S;Y#[H] MBTEC-<(:H:^+Q1DMD O+#Z@;6>9J$A=)^4;NAPKNOC8FP6=S!R!/I3 M)?
8O2X4^M1[NCMU;,GMZE[X>X+I+)"$*EN)$ U6<)N; HDI0"4A:8H(;I>XI M8\1+NKR;PY9V3,.16B\N;.8HLS,#/QH[]/CO;?RNN6-O**-
'(HE(5)3DU">P M-@V!]O:H\U>#U0Z,]3>!\[&H3LWOV,U/4U6<^U?3:#D'QY4[$4;Z'LJWH$I
MY^[AO.NZWL1FDM6OS%45GK;'F_)+KV.(MGN9K>),MDRU*8H&H][]D%@^@&V M3=BU/XXNIV)LM>A[FZ?ET6X&[,:
(;RKV*3[H6P 3G?2%62;9R$UPCH('<%8+ M$\6EA>RU#(G>%JA =H+KL8@V==^5W5;9P%9U8NE3V6_4M&X?7D<-@O-#>239
M5>P"(2^& ;YI5$;1M;L!R5T,V,Y,E2LR=N@K7,Z^LEU\+MP0N/MTHC5@._DWG2Z,J0P]6]/3"%
MP\WQL@9IR5%%R8.GIJ;&O(8T=9V- M/.FK*EGB4Z\AW!]I0:F8K7E>.<)?XZTOW1U-S:*5\PKW,_H9ODL2B[BS#5O" MAL>
(T8;ML0IER=ST8$IE]':MOD[L^I2?(<]]BRB2^.OI]NBM$D<7N%(+R']'_M2;OK;BBF2"'MQKNXI"!#;RVT1WK*C%FA
",PL.L"P'B^Z:22E_I6K7CR/.?0 MKJHHUJ:$//B[C)53 V-[CD,8EZY0?9H8@V;.40YO:5:<2=0I %8(>]_XC @# ML+<^)D>V4SR"?330Z-
/TMY->IGMI^E&]6@^DV1R2??6M9[$?L ME!7K%&>IOU1;]&\#9K@,!@,!@,!@,!@,!@,!@8):16SZRL8G4.76)LZ"2 M\K5?
MCB0T.4ZV9'W 'U.;W94K0)FQ=)O3[D4H,/)+(,/T,1@-!V+0>8KFJ=E M2B509#7 I5VW\Z=)\OHHIUEXPF!+R]9,,:'64WY'8M7C?%Q19
MP&BK%:W2QDV^R1*^>NCD: M660::,LQY_;.3*B=V2ZG>X2'=@1(8(U-$D9 MC:H7'E%ORQ>DTV[5@/"/ S9 M1#)COP:JHP&)R?
ZS;[@.<]1WZ =M/VVS?FNW)OI'3/M)IQ]QW&__+(>V]G[M/W'_-_I]E_CP.^\AEA/%/>4^M9[OJA\XWCSMX_)'$/FFGYN5=$,\N>P='-#
MSJ B;]Q]\0L+FF0%B<-&_P" XPD.]?M#@;E^8YDQW=S1"'TJXUW0#;)HV\L# MO<:>$NU)._[5(W!UCCZ[IH^?
H16_)ZV3SUIA[,V/4IL1LB4U4! ME3LI2)W)G<9B_3D?\ (@]12Q6;A1X\BO2T M3"VL<[\?-
&T.Q=%*ZZ10M1/FB"3BYZXF3,DD)K06G.4/A:P1@4SB%08&S_Q[ML5TQ#Q[;75C7;(PSB76GU5:]#U;>PIC4+(Q5G;O5-
MV73K%.TK;"Y3-;Z2BJ MV5H%06_3$>M;='%I34Q0P# 6%YFN'RRV*+.@G3L9A;?))Y$WJ,VO%*AG\\#O'!= M!K"O=6=R;+"Y4?
P2)EBRN<.,22QSKNB']RF9400I%RB1DPQM;3G0Y)HDP)Q" M081Z]38L#3L&^;Z<;![-EG/5N2OMZU^C.8* Y&H[JI;S?
+^8HG3MW3RZ)W"'H M561B5JAR!@G#5"66UW^T7Z2%D+%D8;X_[LI%[-8A3B"XO$G-4THJS^A_&_U3 M0U0-
W+O7//[18U60NGY;8%]TX0IKB"P7F[I.!2.832J:G0I,4^W$6%G?$A34D8*^M"X+EDL]LV]=VC:W*C99%K(]$3,CFOCZY
M+%IBB(VB]9(C#M))F./F2YZWK/CE,W1WD3"KL MDM%6[:!J%PDO"'1_,:'I[G?R8&!HN&P6'N-*)8XPM=FG&6Y'VA-'UNCTH6_
M1#@T#4.+$'T[,5AL@N9MEKWVCX;I&KKQRAWT8U=6*YG&4)0G=JK%P>>54I!<
M5='MM3_111;8["$W)SM[**4F$^@K6_3K6!K0MFA^]Y"R^9J5<\6_)V*NWCLF M4
F_+S71M;.TZOJH57)/+;+=!U'6O9#4^DM%GRB!B7H(SI2T.S&:]M@4I@_"
M4&'IPBQDMR&T=UI<:ZH.X9OQ!0\VXW\;B>CCI+R"^W^X6? X;45E,[*TK0OB*XNO%[5)DRM0UZ G.!I\+ 86'10=:#8
MOT$^F6X'PQV!#Y,[7(RG=JQ&3.]H(H,Z1,$C;P\4];LRZP7B)#;41D%0/S\K M +:8\E.2D/5ED! _\EZV&X# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8# 8&NO MR =E7EQ9#0VI#>5&N^JF:P0UOF,H%T R56_1^56!9<;K"*,3?$G6O968_HU3
MS+4)JA;I8F"G)&9_ZQ[!_B#%G_MWI=%)ZUY_8. XX\=ESF(S*V)342GIAK1T M_3E'1B6$PIELNQ+[1U.Z.)ZFPY&K D8V-
FB#HXJ#TZ[9WLRY3L(UD'E/F; M5%6**HN373?7OYQ(KQ9.^9I+=$9C;/$K FE-RV_(E.VNZ$L4D+3+*HF=7QD#
MBRN06=&K5"5;3*$B-6F4)P!V!/E45PA)TI%>AN9917%^\]D8 M;H=NO)B_UISQ#Z^F[<"%H&J;3*QXVH;5;?
(4;/ML2B+&3LKDAOI1^?**O2ZZ/65Q?
[9=T%LQUY[K9UMBP*1D[ZTMWBB'4G#N5BHJZ]0VFHZZC\V;*QBTOJI9;S?)&1@;J;9ELZ2H(PF#[\
M66>A&0,0MAV9H&_2'Y9_)A<;=#ZLZ1M_BQWJCB&Y9)7C1&KH4W;')'<4 B]S M/S-&JVMR8U8N7*CA>@)29(E)&8,6_P!@0AWO
U!(O*+:.MR:L8CU[,^,G>'>/F<.<25M=]*KJ8EMV1RI+!>&QE@?1<_P":P0A,3'Z>?/IY M YJ@(Y@YR=H856EZMH+]DI((#.XYY5:R?
G'R+1957GT(-C]<3(FQ:\@5 M@IT)K6GG4+B\R(;#SP*3FXF3L:%[*0C*"RR@*#4@%VBQ#"$.A[#Z=:UZ?1@:
M]J4\GM=6DK\A2:3P!^K/7C]GEB,4@-='UN>?FI7\#73R/EV9#RDZ--&F?9I
M5LA9BVTSVYY*UO"'9@]GEZP*LMOFK7S"&\HKH/SC!&RR^E*EFUJN]R:U-O0+>@ZV&T2].DB:(=.MN5F-
^A:MVA8WSR46WOB8LB#O;]5%JV@<_*SS4_I]O;P58>A]D4%.,T:.ML!NA!T#8!!&G5_5MTT.^IV.G>.
[#Z/(:*SE%PV/,2)W#J@KB'PV*JPI3HXTS MF=.:)=;[V M0I0QT.T2<*_M0N<$)1A C0J]8WDOZ";I!RT?2O$+=;E6=N% MQ07,4_?
^GF"JGN4CDW.CSTH:7/8 YU1)5M=":H?%G5*+UESC[5:E+UKU0GAV M$)!EWD2LBM;IJ^MK-XXL"'P:<652U!O5IG6/##?3>]R1R/O
VJG*[2IVR235J*2%(SB5AY+>>E;UQR<-I. P& P& P& P& P& P& P& P& P M&!C,UG7*_>/(W0-*\5.$Q:^HK<+ZC8[,-@
MJN)4%&NAMFQ:#,]2L#I/4*Z(S5H(]<C>Z[M?J9M^E;->J7OBF9,[L\BV:9PR5PR7-+XPO28! '%J< MB1&$)E(3TI
8/T3UI/8'=$'Y@YQHY)T)T1+J_>+B?623VKJKIUG?TT0(MG%C6**6*]EJI;,E(FQA:&:/.Z]P-1+CC=)4J,T_J)87F/B]*5R@DEW\Z6+
M!;%A/7L8Y,Z@JMID+-.%]#%2*GI-?N[];7QA0>I;%'D4U']2<"Y&D;G-3/[U MLY(G6(%"+ V%P3I6/6#TC:G/;$T:5%5K2% W@FL)
^(72/R]BOU_N=D9$C,0 MC)%KV3653IBGWL*@XE64XE^ST'1>Q#"%.]-^8YP:7S8Y2VNGR<1N^+ 8Z:DK M\S/B!H*J.*K([()/)K=?
4JU$K&^QN$ $?,4KTI B#M) &':'Z"MAV&!=^3R M <_]/3KG-WKM^D*"K^+KI["L"S&Y]0)6:/AIU$V/RBIOH<] 8J62U\B#H2Z^
MWT> E&F5)-" /:D/J!*/"?7$[Z_ADP,DI;L%MN3EF<=0ME73XY M'"7_*<8=5A#$FI_8TN5\TVU:%3K&Z%-#<0V[?
I)/U]9#.:6_6BQ>V7DIQF; MWH1NPK/&.^NJY/*9;2PO'ZHB_3S%7]H:^3QJ0T38$AE4/4R99:<: MADI01BPX3+
(N)$YQI4VB+.V=HUO]--7%'-Q(X6ZU\K'++%@$CBKB],4M0M\OJN=R"NI8.*3N*J%<4L M.$JG^-*#6A];3-I7)",LSU"3?:$%A:# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8# 8# 8# I=Y!N?)QU)RC.J2KA7'4,ODLQHM_;U,J7K6UC BK:_:PLY_I M6-
S8*RU!T=AJL"8(4XPF*A%@$(L A&!"+^B*9Z0@W5L9[8Y9AU>7,_+:%'S M9<]%6)8:VHU,EA;-/'*RJUG%:603#YTT-
W/()4/3G0E#BBJCY-3T95]* M.]W4#W;R4FK$:IE(*>LUOC[4[SOFR:F1A,_J6B=CWF)I7EQ; MT:4:-*V%%AF%^\Q=U]]:-5WI6-
'+S>#C9_1?07.M@\YL M6=KUFY*WD2&>6+3'+5ET!6%T5:<2V&D@GY+18 HX_:5@1%/4=0 MM1@Q
/:2@'!9=KXL>)';7E"5V:N:=U'WE%:K@3*5&W-6*6M\79N;3:1GXG@A M4U)T+2XF*UAQC?LD]8$97JC'[,7I+P*FNW-
'D,N[GZM/'S>4&YWCM(Q%72T9 MN'K6&6Y)GB2W-3E'2F+2-&V5]SVKK-L/K:SK920=O0/9KE)E[1' *UQR ;F+ MW4 W23>
(,MA0N7P&2%GG1V<1=_B#\2F.VG4FLLE:5;*Z%IU&@BV0>-"M,T M?HWZHMZWZ/V8&C]PY \A4[Y*BWBZG<2Y];Z 9X?
Z&F_:#):\B42^=@D-^@^/0WBJN6U^?.R$,& MF<"@_4*%SRLB8:YZ?KABK*<4Y<.B6$#@"'VI#T9Z5Y3)"5P6Q MT2-+NG$>J;"
X&ZFGXDX0&I:N@CL-*:ZPJNH3G,Q:8>C,<(Y&FQG6#2'FD M)C3DHU*.6RQB++$('HWL(=_LT&ETOQ>WF*YHE-
2:L&^$S+KSJN8=.L^ES\N M<,"Y7GW5B/LJB(JV$[8$R-1-&BS8>E9WE*I$!&2P2M]+*4J-[+":&%D^.'JJ M+
<]1RER:%\>%\NP/&Y8J=CK^!!YCM]]M"W(.V21>Y MM3 @D7)-W4Q]4ZSQDRE/'YM92$D@U2A8RS6I.8?HHHS0$NPK7UGR3U[T
MG<[2S+&/E,^L8M>=.V]176QBR4QKKCE*(0M\KV2VI6->QAOKYX12F06@X0I: M@#("II'D1C&_GHW1K7%) %+ W$8# 8# 8# 8#
8# 8# 8# 8# 8# U>F< M#.]A0[RQU5:;^UM4&\A%DOSE$7J)J53G(8G#Y'R%1E F.SPWKT34C)DS-,:Z
M7KB$A9ZE,DXYRO47/UZU?TG=4\Z'@4H MM:\)-4;SS]:-PIT3A9C+9499ZKL-RUJU*L-D]^:SV-:WN^R%QS6:26$HAPV$
M54_X@%$)BD[J656(4JCI_)W&U?UK=<9]LVVI#>K^A)=F;5!WL(X&Z<+\9-'\LV-(*C<>B(EUK6?0]GO-M\8UM>W1Y4JS2DB=/[
L(8%T/37-M24$ZNCO:_+,,KNYWQRH4/-ET458=AK*B5R*',$]=[)K.=5I9!,.G30W2F'R2-M6/B9Q:G5-6C=VUT","Q,>B+
I"N<7X'Z'F%K0-IRZOE"VVS8'>D0Z7NJM(K)-M'^30.NZ(K7C*YN5:WJ&)R9WAK*JM*9IPSXAQD#DK;&-O4N2X">JMY&8-
JW<^PJIK"LI/?TV7T_+=KT>T:^*5-ML]7.-LAZPM:H4ZC)"5$H :$)IX3'W#QVIZ_D/-C*Z_01M5PR4W^3
M32X)1S;8O03QS_W+!^@'F?L+]95/3BQ+KCG+-64.WOE>N3.QJI]5*6I.:$B.
M4H52E"9I0J/VG+/T<+>@S>%\Y]_U!9$^ZUJKGGB.M[-DL[DM9)&Y);'33!TB]W
M/.+EG+1[VA11@F"K.=:78*8I>OFI<>5$XVT+%R%J(/.]>6W3[+'XON?S:8O*LS0RAOL*KD<]+A+\[0Q3(&]^(
M/1O"F+.Z;VJ/:12WC3JC#2@G;QZB<-EUCHJ]J"3U)7S37E3{[(8I=7K3)IA+;@(4N#LYLKQ]'-;6,LA-MH]6!0G"(.DKPZ1X+XSM
%S=/55,+4FEW0-GSD+HRQF>&5\L;=WJOB\:A\NZ/-M92&J)4X9**.4N4@?W)0UIF]E>X['23#4B=2=$/MPPF&RENTO88<7?
^J82.L3>6\[V#<6 M_PQ&;2;/ ()N,\L$51;[']Z13RA*[\MTSX].<.H*_BSTVM49D*.T)].^LX9+ M*_EBXXL+NQS9=,:H9(HN:'
T,CVE.)$$HS9^Q!6&'>1;HR:\(VK$$_4M0RC ML^CNRN..;+$Z+H%OJ*QH,X0GKF]**(8I#(^2DEU6FJFVN[:=8QHLXA0-+Y%
MU1QI>C,"\,)>EY\8=0[ICJ[I0OHNC)UR9?\ U&P6U*JNKZM;*J$[E=[K FUV M26EU&T16"2F-OT/MA*XMJO3,B<4"QK4D&FJBU)6R
CWQ$>126]?.UR5UJTL0 M*#=;V?H8@W=8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# C*Z[M,14M35MW&Y-
BM[:JFK*>68O9F\6@+W=% XJZRE4V(A[+-T!6O(:A%%[V$6M# M'K]F_P#Q@:VN8(=Y"9S"^5^KI#V6RRQ5B.7HNRS"=6%+4R-
U,F>X3"]B-6&F%A9/I?RH&T[Y+8-3*6Z*:8 M.>JME5&4#TA6$A?8,CMN5V]V(2^FUQ.(6G=',N7@B= *2(3I^TB)VE4([-4F MG_\-]
(V(L/Q]>/(#:!7DCNZKNT_J,7R'TI=,#J7G^4T+2,FI:31BFJAK*R$<
M8L&5%15DNTLB9+Y(M1JW1#)R%3>6<6>4$SV.R#0B;K3S1'5\Y<6V%"[(J>IJ
M^%S91W=_7%86,_P;Z^S:A^B7Z'0B.515Y4A<&Y]43Z%1UYET[4B:B??#RH2D M1;#HMV" P/2
E5)5R5,M1*2%B)802J2*TIQ:A*J2J"PG)U*902(91Y!Y0]"M,.]A$'>MZWO6\#[X# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#

M8# 8# 8# 8# J)T[R.V]#/M565&+7LCGN_*-52L55W?50(:X2!H8I^@;6^P(-M%)XG8T5FT!G=>38MC;3US8Y-I@BUS6B5I3DRE.-W
@NO?%W3<>G$-M&U+"M/-MI&R&2Q[.NF<2&ZC8&[M-LW'8];1JFFV<2V$L4'8H:T)ZAJ)@.CD*9F-$UL[(
MWNBT8DZE8=M5H,M3>-^AVF\CKNBSE,X9HZ_JPZ;U5L3-B;+5"2XJRH6QN<-2-M9NC2:)Z5MNYQ6L^)+?BR58/?5K-W*
,)$%5I4$=N_B-Y;=;UN.[RU=AMI'0--MR\YWK<-0I7B/**GQN-@-M2\O1";9
6>5\;4H1?],='PID+JR>4W'K4A@4E9M$5B<=LB$6XWQXM^B-FMZ&
M/>\R!H9Y%#VA[:ME'I3D3H@"+0Q$FJ"30M=@,!@,!@,!@,!@,!@,!@,!@,!@-M,!@,!@,!@,!@,!@,!@,#@.K4VOK6Y,CR@2.K.\
(%C4ZMB],6J0.+:X)S$BY-MM2G!&2I2+$IPRS"QZV$8!;UO6];P-6T*\63=$AU+"7#KKJ"9\U\Z2=CFW.W,-M\F6U0*(5G)H-
L\^G@NM@-=8MUPVI%*')_F&R>:Z-YEDRJP1Q[G:XVV[*MGJ!Y8D-M-E,LD2VHX6F\,1SV5&MM2R%S-YU4-#NVB0^R6-
0B_3L*Q.G5E!ESKXRN7)-2-M?1U,S6-'S4[J247K,[/MB1((FIN-$FO5V_+L96WRM>JXCU-MC;Z-=&@,B2S^,Q!X11*
1>IHO2T,IZO$R:.H-Q:L8?!HOZB)$#9A^E;@M/,/-M&-1OU0G?GBF&WG2BZFH5DELSG3#3T#CEM;WR_;.M[UK?
HV8V>G7IU_XW_A-M_P#.L#^_F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC-M],%L?U&S^7-?F%LC],%L?
U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?-MF%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?
U&S-M^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L-M?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?
U&S^7-?F%LC],%L?U&S^7-?F%LC-M],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?-MF%LC],%L?U&S^7-?F%LC],%L?
U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S-M^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?U&S^7-?F%LC],%L?
U&S^7-?F%LC],%L-M?U&S^7-?

CNSU;8+HU.2(T2=8WN3?$G=6A7)#P;T,E4D4DA,+'K?I",.MZ_\8'D MCYKLOI;F_F;P;=QE=J==W?*N[N@>?^?
^F:+OBWG"YZVFT2OJ+SU9(9E7T6DZ M!4_0:4UDIBI+DF..EQ83"0C*4Z,*$+0@SE)YT.J>I.=NE)7'.U042
MQR6'D)4HO7"0(+Y9.Y;]FO"U+5!QO6]477U-1]UW!:,/U7*;@KYOIE'SO=S1 M5DW6ML;2UBFGTL99^T'"<8GI4A:CC@N:
:L110%.]!.?'WEEL#JVW^7>?2:. MC45N1\;^S5O=45U+W%S%RP=R;9R:C6UN:]Z:R#)$KMJT7A%MK]]TC]5F]N?K M1@R_5P-
;O_84\@$WK[H"!^I5XU%%943]4Y+/*.\(D+[!ZAZAN>XI_'+U/D5R5E8@8P\T: MZ,S(^Z=;(AB6&GR$]U>U11*QP 6A"8F-
$%7L+7U1YB^HXC$9Z2OJ"O+%I+@# MQP\@]7]57!.[+FN[YMPZZ^.%=IM,9KN-)HFX1LZ=R2RF'>G%X>G4")*V"4*!
MEG*1%E[#EPCS4>05^H6]98;X^5\VLV(P+G6VZO?JZJ?LQJJ(Z!WE+D\R[8U9+/I0 M6K 7GE'%E8&U+CCJFX^MJTY6O"*-
G,\NI:T:XL)PN^>U/:MAR B+6C&7HB/1 MR-U?':X0%76*SGTHZ%*^?::YA"UAL6U$ZEOJ/GV:N=C5 B97I+ B'QBF$ G3PH
M="I*C4D2)0J,V)0M U^S [B!^)K@ZM !E9FU:\M0J_]N!R6#Q2\)1B+P>&, ME+GHXW7 /],T $&[YBV>>%KJSL&0K)5T)'!J%$Q-
4KS)R^+SC@+5 S5S7HS8 M$!R8'H#@=-<'BZYQF 9O,SBR=Z+<23-Z,T%5/%)XAI9P3Z;PLB33.1'+4B0M.%Q2M#&U-B=$ MA(TG
6 D C$:X,Y4BE+]%<_E6D**KZREURSSH9@>Y++I MLZ77\48GM-\>I
M&]OR^2)EC^E&$HGW16G"VE$E!1;3Z*+]4*TVUX4/&Q>3='FNSJ *U[GAK/+Q5 D0 M8R&7Q6&V$PQ25S M:$,S:4@;WUP1*7*_'-*
QI]JWZ6J22TLV2"O>O+B=+_ +[C M[O(YDLU++B=BXF$R?-#H.1:>8&_Q\':E#>:P*&SZ 5H@'I=$G>L/81<9XA> M
AU"R4L"G9*DC\=MYYO]FFK?>5]MUZ([LD30&/R"S]=%(;-3WJ?+GV/%@;U: M@V0CTH0E@3C#LHL ACT]*_C5EL+K:OU7.QT?
C%60F65I'R(!;]Y5]ZOE$DI5O!;BN4G''^N8<:(871@G,5*5C9(+ M5@,24163)Z6@O/3",E1UJO7N$)BT>K/3UNO8_MB,
<3"@+4;80O&E MT608<(DHL 0GW 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8'32-@:99'WV+ M/R7WUCDK,Z,#RBT<>G]
[:7E$>W.*7WA*82I([JX1J1@]@9#CS!>G0PX$SPOQ^P43E*9F^MDDY]J&*R"$P.OU;8]2!>A*(:XO*%R0]:466XKP' M>E4>
<((!!"/G3Q5<(NO,M+\B[H(3/2G.CII^HQ'$[$M&%V!5LA&:]'+I%#KD MB,T9;=:7U[,D2_Z25 >_:N6E1FE6S=;]&@D2IO'_,CT7+*-
FM2U$B@[[S?3 M4RH&FQ 4EF1C?$ZML&2M$QF;&:U+Y"L;I$Y2&4,A"Y2ZNA:QV,4[-'M3ZQYV
MQA6WQ]>.V2\OWUVYU_=\JJ::],=OV%$7V8J:4KU]KRM85!JYC8(Y%8O&FN62 MR:256[R%4,]YD2]0MUIP=#P[T7K1(1C"
[L$Y@I*MKLOGHJ)P[:6X^F"*Z17) M,W%]D+ZIDS74\>5Q> LB%N>W5P9XLQ,30X'Z]R:DZ),I//&>>_T\6S,"E#IX
M4/&H\0&L*R6<*"H;3I J_< ;VFV[KCJQKAMURIRF]F55"M@IZB4G,L2(:K3)3';W%QW[R3L!V]CV%BJX\?_"/5 M1EN[B-0-
GNU\TO4//5NM4C>Y1,F.6*$4T.=3E;**^2<(86_P !@,!@,!@,!@,!@,!@,!@, M!@,!@,!@,!@,!@,!@,!@,!@,!@:?_)A#;.L^SNR
1LW_L"TK0Y: M-NGDI0HT]2/' M:O\FJQN-;W5.)OAJB7N*IP/;$XBTX'4P:GU-*?29@991?, MT8BG=??[
BN#L)UCO*E6\I3]EHW,>X>OIU&F*2V'6UX.4Q62&/R^ZGMJGR-Y MNFR>>O(!IRE7/T!L&1]+6IY M,9+:U-
S21R6H"'$^8NO.*OK"7*E;983@Z"-0MJJ(Z"T'JR3#$Z42?UB@OYY8 M5M^QFFJMG]1WLZ5!$8GTWR*@LF.1&/@#,K8;[[
Y]KHJ'FV*8[EJ(5 =L*F)9NNS;PO-[LGH'RQ]0\A673;Q:\PKO:(NIB-./L8^H_^&XOR57[39(/9^NI3A-"CGD'=+]BE M]^.R20V\W.$TR_\
.535C-Z@BC#ILZ//!Y D5SJ)E>P>>73RB2CE8N_C[T=U-(.,+ M2Q1ZIUOY()X2^EQQYI]TZ2;MLI=HA1!=#'=+MU&=[DIT7H-F7-
"V_6GR8]Q0 M2X+X=;7C6^=.3; KF%(H\5"JYJ!JFMK]B1\,8A\5)=WT]<*&&!M@GR0."Q0 MX/:\K8M!2(BD;>D#6)VF'I"?
=M^2!IJJK^X+L<:?YZYI=:<4M;=>#'=QK9?>M>1V>N3X^LR)Q.U]7)(!26W^[G$F>T]W-#J.V?(+98C=2*W3BGQX@TRNZ2/Q
MS&V.C:G/,CKB^)A 23_XB1 H*2]. GNPJ)9;+6<[R;MF MQ;D@$T15[:S(D>[WYQZWA [2>Z8>^H7F2M;'+63Z2B
W5"XH3U34;ZYQNPI$ ML@\GK[Q,]#]!1"WNS)A=3KV9*^<49Z[MWI5Q?G&L8[Y?&JC6*!P9=.+F%&Z\
ME;S5T<31H,F3#;',*=2<)2O"]28,.BFD^O:NVGRN-]??F]X^0\Z>+V\9!*Z M6Z7[@F?2-
M2&WIHSF2*@NE.=G9,:EQ"A$%A3)$Y*SKY&Q2T(%;Z<4@4("%K9 MM1@6V1P>T*HY6[,MW7/G??-
DGBGCUZ1D<2MZ\/)7)>F(L&8IJC7.K3YY("TAK#"26MC7+C9<]E+S4Z$UHC8"-K%(3C %")) M%H8M!].\#S1T*@LKGAYI?
5TLO75;7+;566]$D74,2[2>NO\ CSR"V49S7/+ M;7E0W2R?G2FB)B_:AZF=0H2"$1HE$6WG,J5Q.2F!3GA:@=R6:=X^_!5,4UGS
M8V77#;GC):[)DY$O>C)!9R*94R8^6"WS X+7B<),JAOFCK)ZDM.<2:>>;ZH^2
M)W?,;5#JF6QFFK(KKF]62B)4Z7%UZD5(,+LM>%$;9@MBPQQ;"7H1X5Q[L8-> M:'V8Q6!)NFV;QQ.E_P#21_-
C%WIT+$2)HAOZT&J[I# X)P50G3,3Y[L!C61=Y&)>4<^Z6?>)^::;+MR^.B[QL3RF=E4_)FICN M%7SI;'355T5=O8*F51H?
0$-41HOGV-Q6*5Z@?1DL0T 3FYA+CK>$DE9Z0!RY M_9G7:SPJ3B9,73E@U7:O.%EWE#+T*<-
BGU]-2FLNDW2)1_F\WHDY\)+>3(#' M3D;,]V C1KG:8H40%*=0A/6*#\#9WYD)3-X?X\KA>*[\P1U!NK9X MY5?8+NCF/5U(1%]BL5L-
I?(PNASG,V!\5-&EX7%"$@"T0AGE%^L/0:VH%U9/ MN")1WPLLJ!].U*Q0GCFO+TYYY2Z6Z.=>U)K9UE;L*:U6KD];V@@LN\'.+-DZ
ML^902&"AHY H7*'122O2HB@J-B/#MN!919/1M)=9^.N4=2=4(+^KEHK>^Z,Z MILJ'WO2=SJ
V@@,Y>YO;?'+LB=>3::UM3/7<7DK$H;#4QS"OA*IN8C=[(&86 M$+O>/"P.B.PI$\=9]
&G5FCJU-.N2XMS_!)FX+;Y77%4\Z5P/JR]9(G2*0)9 M4! MV!*&. D.(3#F**MIJO80+'M2$D*+]J,=A_.WL2_I*CZ9O2DZX/;TL,OW
MA7M!=$[(\EO&;C8]:U_93^POQOTXU_'0LCUZ]:FU_P!G%=$2FS0U[VAUQ6,.GK7$^:&R:5X\1>%P MNXHVQ5DWZL>4UG99MI21
M%"0=)T$SNHK9D[$%R)4)T*P2EA"!*M?Q+) J4&L@C3 MU6_;@,-"9NO>6F!NFGC$_)G';%4K+VZ2KFB[BK]+W[U:
[<$#9N.^@9D*#/KC M#;[51Y?*V^75HTF.LD:U(U[RM1&GF+U.E)IAH;UX1$&NOX=%X.R*Y$O9XBPM
M<=:ULME,CG$H5H&A&4B2J)#,I@Z/XK%2U4;O9AQHQB$+893@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@:Q/())/&0!^JQG[KOBMJ+LF*IWV M84O+EO1\CYBN2_;^(F,RI;!+(@$\KN?
H8W)C$1*)S2$K]MSB8G)"H*,,))V M ((F3/X54/) +OZVW*FBG/L3M2;.5"797/2%@1BS3[O?#G\]TG. 7W7=@I+W
MF]GRH:]R%*ADO+BX.P FC8<]A:,80A&$*1\=UYX6B%IMA<@7*TN"?E6 ?7 8WLW;/2S_"JL
MKMD9'!&FE+G6$TO%PA.ZF0L2=0%&M4 -)\=]D1Z2![V2'8 V0V]*.4;3J* J[MOT.D+2\H2Y&%H15;]:T^DB@TA0W M-
!IQ@3$H3=;"@#987@^ZNZUKZSXY=7)MQ]8+WV%&PU'$;V(=':8S"NT;F[UH M\O=61R:E0ZQ)M7R$2E3'7-
Y9W!S9BR]#0G$Z*!L(9-5"[PXNG=K](ZCGG.KM MVZME=@'&M;!:K@YFF6BX,OT#;CI!H&;*5%4E76MCS88DE:Z/MX928D+4%N1F
MR]GZV&W; U^RCJ7QR7K?$$YUDE_T5-[ZJ6XTDL@%=E60F+?62]H*U2!M UM(MFMV1MCY8D8:7MQ"JCNSE:U. 9@CT>ME^L
.G:N?O&JKNJW^O6=JIU99]"6!* MI!=\Q1V,Y*H;3]QQN ICIE/)_6P)<95$'NAIK9S* 7R16RII(!L4:,,5^S,]
M;87)B\!JQ1.WGH6)M;6LFMIUW7D2=+ ;')8N*E=H-&:$Q@H?BBL8!S-6(V."1&OXS?**=\KQE?,WE&W O9Y3V58 MS0"N??
Y'[R]N1C6^R9P0LH!J$!#?H[1"4"9,6 H.R{)M'AZ,UJHJ/NBSJ AM M9WPC/6WINUNO5E3P6_UD;C$/E"_I+L&86U<31
@H2IO8U/O0 H3F7 MQB"#0/)3NG:6XY,A4Z -+5C+,%H!N@FI&Z>,)Y9X;Q< M.BGHR17'5[9,7U13]K<_KG7;O)F!,/%?6"PF
MQB6QY1%;#NJ41P 7)A/&F I+2@6) BWM,<2+_%@=]1_CMY3YSFD=G]21FU&2 M0Q J6,WYY[LL9A;P2:4*/I-H4'T[}
(23@.!@,!@,!@,!@,!@,!@,!@8G/9%"HA!YA*K)=8^Q5 MY'(P^OI6>C31=JB+8V*5DC<)&H1;^IVR;?C269(J*J1IZZG5UL-
1I'._"B;I*"H^5VK,(-4(3 M84%44>&. #:),R# 3%>R0C&2(.9RG"?"\IZ88F#EZUJUG%T54Z6 ^U+3K=TW
M95D5M5KTI)=FVS7CFRDI39#_ $M%'%I2.R](XG0EJ)D3*E"?6TA)II8@DJ+ MWEX[>DEIVET,C:8@ M80%
+"%'[PN+PUL4+M*JK\O/E)AA_5>6(RUR_HBX8'4+ _.VF".*9F^IFU9)WWW< MQ8)EBS/K9KS)W5JL:QYR&$H()T7/896<1
MB,OL)=6[A9 GI7Y#.('$8*]LME^GT;UL*PM? M' B\H^SB84O:(.@NPYOB?37N=L7Y9 A6\KA_$K-?HI/UCO:.FRJ/ M&W("0Y0*-
)'H0%9B?WHLLP 3=25I\)=BVLEZ(YXM6G+[M.E8.[UB98 2V,FE M*F)P.X7%DDZR*R(J*OAC.N:94Z5LD7(PN)"C91S>
(U)LO8CMC"6J%0\[Q&LG MYRH!SA954JK&N^9R%\C4I^G8N&QW:U)]]WNXK7Y8[.1" >DM@Q]^EB/;@);E MQ9Y&BR0D^S
&KVWBO![T-NS^I9OT91;O$WJ00JL^B9-7G9DKA-,VD_%M*M)7 M\0Z/A55V['ZOM52Y1MC.2H"I0W.'THSHMI?
2H0DZ)"%ET'77BLMXQEZ)9NG> M5Y8BXQ;%SFW64Q71%2HG1[3<#6;68C'%4U25+%4"2;(4HFA 6M :$TX&BD@= M'>C LA5M?
\KV36EH2JI$=<6;4/8KF_V#9C[&9 185?78KET'8*IDCL*#A=Y<&=V%6-A,KFR5O7%1I5\+Z
M;ZGK]4KKVH6=7'ZT8\'Z"W5'1RD<.9%YR5(L<_>U^B3!!$>+TX']X%@D?,5)(XY0\5'$ESLUECCLP"P0Q^L8 L8 GS 8# 8# 8# 8#
8# 8# M8# 8# 8# 8# 8# 8&L7S$_*UY\?UKHFMK5.SB;8_*8BDB!$:O6F$)NNZ)6*] MEITY1IXRDZ5.,TST:WH!8!"WZ-:WO017TA8-
<\P^3RL.F>I'!#!N>GGC.14G M4%X2Y&H%6%/WPHN,4SL]AE4LVF4,E4O5V5S] !;71R,0)G<,65(J=G>S3G! MK
FD;G=YW$ANWDQW<*GI#H/S64!.N=+.<:B<7^)O$@AWCYNF$7[TDPU>^G1
MMZK^SIXS_1B=Y,.1)7]>A,=R33P*"3E(<2T:HNEND_A$< MV+&X@X)J\@-[4;W"_P 7EG$$A;;R=*%XZ\BKU?
UK56W.:E&X53%D\:V7#8C1 MDNE:9O3MJB<6%>BR+NZ"%B.,>$FXLH7'HB-$
$8&.0ZLK.YAN+Q'@\3=$H+WYJE@A;,_8(@=,YRGE4$,/"$!2=R=V8/ MJDM*,(@O7'H':$GZ'\[<>JKWN,V1/8#0$P5_$BB/11V;7LP!)
M!6F.5*T_M#RA[TF$'?IV'>O1@4;F X\UW)XX^5N!>;&@QJ[?AS[QU%X!S(C@ M[XQW7RA=5'636CU8UF6M M
].L#S!/EP\\S;Q$U#XVZM95#?Y#&*"T/448Y3#$7ILOJG^R*^D4.72.\I2U M!:]KX?&8%9C4XSE?9"DTEC=&X!J\EQ4B7%A/#"
[NK"V*7J3S"=>T_"Y=)4 A M7=WO0'5]3,36O/=[*IV256A:*>OZ(LQ@R@/,TYTF#,11Q1@!Z", RS ;UO6];W
MK>OVX'F8@L/LFOKLZ2@D(C4Q2,WE:[&[3YEG[TT1MQ,)AD@JGL>;.[I9[BN] MB20T%R;B:?SL"%Q,&$M2MA[40

>]C)P(EJX45Y]H:@9T3T5U7Q_<,;XVZ*K? MF6(UES9%[$K:SY*3V?=,I8Z<;#Y74-LN$EF;DY1R+DN,&0$1U>ZL)C>>D<#
M!/$D#8[9?6;;T_=OC*YX>6AQC':E&]O5U8?3M#"8'%$XP1KCW#-V/%AVFRE[M.=
*J$*EEIH&AGDIJCW%Q<#/<5!7=OG,4(F*P"EX5N5:L?C7Z5C4(E$A=_H4PM
M&O364@$ 0<4GT:I/#KU0B$$&@K'WC*ZF<>D8_6U.QB>1;J"*]U\GW=*^9UO/ MRD;?WRZL#I2R:.7PVWJR-
3H[,=>\]U^VJSA/R=\:FUI<8FI;I A.1&A3+]' M6 P& P& P& P& P& P& P& P&! !!"(.PBUH01:WH01:UL(M;_9O6]:_9
MO6]8&A1RJRX;"JK_+#\"IAO,.0G%:,8UC[(GWQM\NL#01'7H[W M0M,I=7CVR A< T):98+8MF V6+80P"R>C>1^I:N\?_/%R
A;T%6'3W&TRB% M,,,#>XW87%$&H>QH?S4ZF2LCP,_"XU7J,.&,B3-](N#8XMIZ8U M"4!64-0%%>2.2.G(;*H5:\>ATACW:?&?
CDX+Z4#'&0-SAFAC6/6P)_4,WL6P:],;87>N M2TJIY-\HSOT%UJ\M-<4]8_%]=U%SO?6-MVHS2.&NB03B&G)-..;=$Z#/\ Q=$II
I[FNROHZ[Q/FGH;LE]M/FQ-MM=XX[0\N41@5-T[$;+N"-Q9[0-;DSPVY;OB\C?6TTQ,G^F *!NX;+<0'&AA
M71]B5SS%Y/JXZ8ZG"XHI0-4"."6G.#6#-Z2@?:5DN;VR1.7D<3=;^8&NI54CR-MR,A* 8P[SS(<_R#IEPX;JB*@4I98X7;>\A@$F)(-$
M3";@&A>D?HV&LF4'O_&-8V^TI-MA-KPA*3KGQX^2VJFQCA%;+)9=E9TW6\"Y2K8<=A]?/7T8:\3=RMQ\LE^96VLO.5=Q?
JNV:=C->1ZB; M[F6[6122M'^8Q.IZ-CB6EH[$H;&Q+5RYJ4_4Q^?DC6N7^NL"0E"<>$7"J6+Q
M#3R;]$QQ8MYYECGY!+>FC*^120*SIISM:/3O1=C-JT,-A+DKPWV-5$F3*T* M,M/[RX)7-G18-[-#K88QXP+@I#K?
H:W^J8_):WC,]=*"JFFZ^Y:@"[ED4EDQVE#4UF*6B%H4Q+2C4+3??ERD(_Y?D5/TYX:
MO'K*NCX!.26F&)H&H9[&;JG%8OY5[-.)L9N@W1LYBBQ*J.9HU73PZ>S&YG-K
M@G,EKFG.4D@2^W5$!;3PY)75#RU/DYXW>3Q=3U3TC)*\N]^A"^L'7IR(SZP% M-B*>@U-
;*D#*W0PJ9S26O"1.2TMS6PKTS86XMB-.A6D%Z#:]@,!@,!@,!
M@,!@,!@,!@,!@,!@,!@,!@,!@,!@4[Z>ZU%0\IJFH:]J&9=$=%WB7-7&M*;A M3U$HGK<1K9*S*K"LB?SR7[ZOVZ>?
[EIN6\YNKA#K!H.3-S"\RR36$:EC1D"BU.RUD=5->6VWV^Y3-M9E;XTZ-SAI*>XN04:S2)80J3D!AMI>5CG>HN7N5.N92RS\50]065
:U,5MK,-MC6N])JY5&9O(IB-6ZU$K]GM3#20Z\=TTQ&B]]-:-MZDWU#"4YH]!9@SK.L45
MO7I5;V8J8D7/O/E8]*3BQUZAMW!OEU9CA-M[*"!%#,W[30-J2Q>5>MI/PZ7VA$:0N!>K-N."T.IYS6Y*^-:M0A=6_Z50G-M>
[F)U(#L#E<5=VU+W.R6N^5JVNJ)D(5[-MA[Y5=QQA1])1U:;LHY2G+-T84686,.@NMH-#$9H-=#%H(1#T'6AB"'T^KH0
MO1Z=Z#ZV_1^[TX'ZP/SZ@/7V9ZH?:,;#H&Q^KKU]AUO>]!V+T>G8=;WO?H_\ M'[<#]8#-8#-_/JA],U_5#Z^PZ#L?
HUZWJZWO>@^M_P"?5UO?I]&!^L!@,!@,-M!@,!@,!@,!@,!@,!@,!@,!@,!@=4-/K/%V-YDLBBTZ-"B3C--&+?H-&][-9K
UHU%Y&YG:,K3,Q/XCZ*B/+'1-MS^P1ZD^CURN-2!0YES5*H6UO-[(I"*R)VM2I]MLM,26-K>W%*;M$%:D&])FD-ML_UP!-<,
[HJ*:-K6?Q$UM4G36#7$(32HZ<+$;<57LPD#<@@[W/*UBKT!>-8Y-MSVKXI;$0='E&(@/L$4D3[(
(6RE&BPK_6GEUYZM7E&T>J(W%;$(24U=#)2-AU-M0\(V)MLMD>Y5=$>IZ'R<*$YY^B5L&F14H2/[4YE*1$+FKVH"][5ISTY83_9'
M=%15IV12W&#^TRA3.K@C*Q_33=&B;S*^@CRXI)JLK6%S1Y/7%*FJ67$@JV7B-MCQ!9)FE6XVJ-(0!&$:,"N8^3-L[!
<6LR'SF%DM[E#X/!)(O@T7AMK6&X*5R,YEKZ961:T3C;>M"6-M;[5SD"?TAT46<,L+YC-P.P&!",&_1Z0C#H0=^C?
IUZ0[UO6_1O6!^L#\C-MP.P#"$8!:]-@##H01:_=L.];UO6!^L!@,!@?D00C"(-PA&-6MZ$$6M""+6__M
#H0=^G6];P/U@,!@:-MW.KZKOR*=0\}]L\Z5@AOI[K6K+EYVMJCASN-
UU+)/5=Q22JIV@F%7R><&H()-M]=('-JC2:/;'A>U)71J-M-FB4"3?^@L02[SCX\;+XEZVJ2=4Y<-JWE0DJYL)Y;N]HO!\IYO=JQB=")0/G
M)#W7K=5-2U*CD:6,;=I-&5Y:TE>XZ2OR<_1_LDHPX&XK-8#-8#-8#-8#-8#-M8#-8#-8#-8#-8#-8#-8#-8#-8#
8$;W'6C3=%0VI3K\K5MI';%;SBM'I>@]7-MWY$TSN,.D7<5:/U]A![VF1NHQE^G>M>N'7IP-6U#NGE&@<-YIY?4\PUS$":%
M(KV%W!U&=<$#EM:7#45,LR)I.2TA6"1:W6FPV3?3@2A-SM<+$X*%'O;-MKM(06I"M<'\6W5-:L/.?5R6][$FG9T+ZA-ZTMSGY?
(*8;^>E;]TS(OJ_V+7<-M-EJ6H6JS#$C52LO7-D<.=)0O;A+(VUB]W"6-@)-8+//$OTK^47GQHJI3#HYT-M0R2F-UGTU%'%^*-
B%P8TLWKT@2.[XU"]I[^-M#0-DJY/%CTW>R'K[I-;T-9-8]53Z_D%Y\[4[&G:FUM%MJWCYY-EX2;;>W.I
MG^RD@7I!$B723ELLI;TI)TL"5"1=](U;-'8D61ECU_-KN*I-M+D;8T[I7V.?,=-TID,M<8^YH@%D'L;T\IC5J0'HT,E.H-6/_-!@%%@39@,!@,
M!@,
M!@,
M!@,#X*5*=-M$F4+%9Y29(D(-4JE)Y@2B$Z<@L1IQYQH]Z
6446'8A"WO6M:UZ=X$;:NZG=Z-MUO5I0#>M_MUO4L9-ZWK?_C>M^^X#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^-M=M._BC-?
O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&-M8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];-M)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'-M[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._B-MC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT
M[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/-MG;3OXHP'[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQ-MF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6-MR?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!-M^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OX-MHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M-M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#-MYVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\-M9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[U-MLGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-M?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^
M*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;-M3OXHP'[ULGQF^=M._BC-?O6R?
&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF-M^=M._BC-?O6R?&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF^=M._BC-?O6R?
M&8#YVT[^*,!^];)\9@/G;3OXHP'[ULGQF!]TMQU,N5)D2*RH.J6+%!*1(E3R-M=G-
4*52DP)*=-.04!6(9IQQH]!"'6M[$+>M:_;@23@,!@?!4E3+DRE$L(*5)%-MA!R54F/-$TA0F4%B*/(.+'K83"C2A["(.]>C>M^C
@V.5IS9+TJ]7$8C44H1-MM+RYQMS51Q#&'M,V2!C4;1O3"O/;-*2D;RSJP[*5)3-A/3F:]4P(1?LP,A^1-M%+_A9
NPT#8'&64K1;U&DC,Q-M(%#IJ2K>7=5OV:5*7L1Z@S_@"+?[,#ZIZQYP5R-QAR6'U*IES.V-SV[Q9
M.@C)TC:V9W.6)FEW<6,O0G-"V.BAO4%IU!I02CQD&! (6P"UH.^^1%+_(60-M/[L-/PV-^1%+_A9_NPT_#8#Y$4O^%D#^[#3\-
@8A-X3RU6;$.460QTI7T:+-M5)T)DBFX8A%&("U9L04B,;L_#0(-JE0@;T67LSUQ[UOU=;]&!AL:7\,30A-I
MAS-S%+$SK*4L&:U$:DM:OI#E-5S:H>44/0&M;BJ+62E8SHS593>7L2LQ,4,T-M)>P!$+03#\B*7_"R!_=AI^&P.*=2M%)CT:516]2G-
5-MG$HRAD!,4FE)"##1!!H6PE@$+?[-;W@=,=7'-*>5(X*?%:@)F[@RJI(@AQR.-M+%RI='D2HI"M?D<>'ZKNI94BXX!)JH!(B"S1A
(6A;UK-^L=K+G"8(#G6)0^-MI90V)W)T9CW*.H(R]H"'AC7'M;TU'+&S2E.6Y-#FF,3JB!"T:G/+68(P[U-MH.^^1%+_(60/[L-/PV
^1%+_A9_NPT_#8#Y$4O^%D#^[#3\-@8<\0SE:/2-MB.0=_9J28YK,0JAQ&(/'U/;)1*@H0[&M%'(^M,(=GP*,-=[-VE)-T7K7I%Z,
M#'U!"%J13*$2M9SDE60AY8HY-$BAYKTE3$)#*'#31&6&4$&+0FL#S(G46DJ%
M*KT4>K4;]F4$8-V8&8R*M.;8@0W*I9$:CBZ5X>FN-M*F1(8PRD.DB>U'NC*P-M-QSEI,6M>G=5OV25*5L1Z@S_-EA%O\
9@'NM.,8RH8$(LH8M!V$(MZ#]1FL><)JR(Y-M+#8?4LMCC@)4%_QE!&7YD7"0K%#5R3.V(W='+G4'/2N*SGH>*16-M4IF*
[*FH2IY!!AG+UA4M70&5-1+M&01],4H.$EVXIU0;^//?7,?Z,\>'"E0D
M7,]RV+WSWIX^*W3=#1Q;&#I')66SGA1&TMSL;A$&UJAISP\)'D+XG-:DB5M,M-,UM*443L-0AJ3C/;?1%.VSY9)QTTZVA2O5G*_%G
G(EO7#5L;@4A=Y'-DO2-MED0UAZ/A@K6$"O8[-[EKR8E3IC@SFD_(5V_.X1!:
M5B_<,E="GWSK4SQ.@ON/2.A^A)TKY;M_EZ46(ZM+5;8:"A%;V0;&2HC%C!+"-M(@02,\H(B!+D!0-G!DM&=C^1F"/W-\^-
ZZN'I5S!$-%3R,T^1$K3A-M/-M87-(J;=Y0=#*VB\Q=KM>9[-"T05;R0Z)B5*89*0I(3K1PE(2OX9O)7T)-I
MW);'ZQ[=K:P:11\4G=%=4QR=VK-I7*>8;A3SMM;%*PMFK/G&IVOFZ%)$)CFT-M+Z]E+_R!(>B(7$&FD"-,"]?
_8H3ZLCAGF%)#2J_EGU]\A_":>)DV$U'RBJ-MY+N4V-HMB*G#(B,*4R*OWG2XK3FE)$$Q6W&&%AWK8];P(VMV-6QQPX>+*%R6
MJ/'[54LN;RZ09EF2#B_EZ-P.M'J"'<^6Q]#.8VVS6F726.VVE6-)Y(Y(S*T#-MB4V[+2ISRRAJ0&AKL:^J._G;Q75#VQ-
/)]\Q6:])];2.JGMCL9_IKFF"LU3T-M_;W14*25Y5/0H>8[)KJAK1L4R)H%3E+9VC&SJ$K<%$4>D-],U8=C1/1$EZ/[
M8_Z_'0T]ZDZ%BS#(VCR$4R4\W8?S<819]E5Q*X;P)HZP3R!URUUG:K??R-^2-MQA$_L:=&M?VUD(/:@H7$U8H/"RGE;K[H-_\-
ES]>,V<]3P.L-MDBC:=NZ#:8;U&Q0^T.>WL191A_J6K4T[>T+:,&P[*>_H
MOX[N=05)T+VRJDZ58'X,5N]_E<(@U@7%:U;W0YIYVB*)FJ.&E$H1:-F,-":ISY$/(5<-+*K%9.T9]5*JK-|-KV47Y(5Z*
*M2KH729:.P>I&ZT+-CS\NEJV25M)U:2&RQ"=OKUC;B33RP-)VF+-+.)/#.[-MD[U\BO-D$[J8V3J*P+D=2.:/%QT6*S)W&*F;'#FM-*
UU.GB-=-2RO@12J01R+-M5G%V)-QKT\,TA*BB?85Q_OFTZDQ0&V;Q!=L2&3UW,HKTGUS5%XMLDZSDU$|-M?6*GMR-Vl,*
*[($S5LU3J1U8YV-!Z6HJL+OE,+V2N6DOL;9A)%#:>$DXX9Z86!-MK;-[-J.0QGR0<>=.0Y,K<)9P;QY;/<;>T{3]ISWZ/<-]1-:%%&$O

ME_.LC2B";O16M&[$+T>KZ=!JMYX?+&JN/^1'HEQ"S%VAU_,O"%UW,B)W"X;8 M[>W [5[4M*S"VWZL6,P2F.IW%A@$P;TR-4%)I8UJ$P5",TA06 X(6EZ^Z?G- MW]*LD0Z [0E39<5>_P#8MYNIR'>.Q6PUPVQ6*V/&[(\>;H MUUNU1_E:&UEZ.6?3(CB0C4-J@[J14? MOXZ!N/45E&D[-(7Y.[#4%*Q[-2 (>D?SIM4@N[P@-#'=6V]NE5NR[Q[M% ML"@VEZ9K0R"?=#40BG8X;J2MR1T3H4Z]V5[;M."0I0-O1?MR0CT,&@T]M?4W M0_*77O;S9TZ_VU'[X\?.G(/$9JYIXD]/M+Q6L[:39()Z/VWMSZVN:A7LP!)Q6@_-/^23N22JI'1$"[LD\C8G+RK^+[G>%M7@GE_.4$W;Z6[#JRW%%Q,Z&VV*@*_JNPBD\NB!9J!6CC9R-E=$9J$ELB72+4E3# YE^ M\; /]='/;LA?J&I9\;[=WT VO%55^YH+VVG8$F[F1KHJU*4UI[215$W1A-N M?$FZ=-EMR;?D-3Q^7O_ # ;T,A#_=\6E+W&G>&1R^)A4##5+],]32.+D*4E M'(#E*]R3#*2^V.]&MA;JK;8Y]M)[.K"T3ZO(=[FUJ1ME9RAM9TWGI!K0.#L0D&K3EJ4)>U&@[Z&RNC91*;BI2&%Q55(:MN<(TEN2$(HJ) A:7"R(PGF$>"\EGLZ1B?39'&5);D0R#%>M!%ZAVPF:V#02J MH8F14E;T*IG:E*)I/0JFI&H;TAR5M5-?J_1JEO3F$B)1GMWJZ]@,O01$^C7J M;U@?!3&8VL.=5*N/L:I0_(2FM\4*6E ><\MA 30DMSJ::G$-Q0DA.'H))VQEMAT,7HU^W>!QRX;$"C2CRHI&RCR%C:X$'%L;6 TE>S(A-K0N*,"ET,M8U-PMI MTQNMZ&01O8;"']F!'50S.D+KB*:PJDW&91%$$_LEG1OB*,&M(4=B0&<2BL[M+,2IWAG:W!.\MLUC;HWJ5@"M>]B*&,LTTDP)@PJGUWT/P;V>ZN;^B)@HB)4 M^I@^976T0.!6NM85#"WD3-);5D 54?CK<8M)D'80A=N+H8/)8)!S6:/$;A>V**/4-9G^*+V,]F;2&U&LB_M(I*VMN?8L[-" M/96M)5B1*O;S0>S-+*_((0RM:U-;D8@.<6U X&M2P#BUFK4:=48VN "C20+ MT SRS!(U@"3A@T:7L(]!&+7I]&]X'7[BD7$OFQC<;8-QL_1VCH]MG;ML9VE" MD2Q1HUIVG]P,T>K&(T?I+WZQF]BWZ1;],!7*M>F^3;H%=Z*O9O"Y)^2VQY'6 MMSD'QOQ9BZ3G\#9_I!^0[U(V%J+))9F80]@8 LT!*@>RC0A#/J#N>DM>HZPK_IBBGYJL"N[+C!BZ!6.1'G9C6O<6$Z*$YQ1*>4LS)*FY%MV;3/73*DYM&_:E>ML'_C>!)9PYY<=CY1RI24Q,O:A>VIV9<>6V(@'+&=& M TM(U*C0D:&H;4H#S ED#WLH&ABT$.O3O C:5T+5LS=Z<=WJ-$Z#0LU5V)63 M*UGGLL:8YFIBDEA9+Z?'FH:1JL'?HU@ M<,<-B!@30&12-F .*9B#@C8VL032(X9[6/FAEWHPIB-_Q(@[].DHOVE>KO M^JN*19P7B=5\;8%SH/;=L;DK9VY2O'MH4[6-.Q+#DPU MM:S>S4_I%_Z#-^ ML#U1?MP!L4BQSD)Y.C;:\#5H7-;J:SMQCD->V$')6U:)<)-M4)6WIE!A9!F MQ>N46,00[UH6];#Y;AT0VB;&W<5C>VYD7?2;,@VQMFT30Y>V-4?2#8E]U]@@M7>W/&/VI00&>N,6_3Z=[W@=JY-36\I=H7AM0.J+9R91M&Y(TZY+M0C/+5)#] MIU19I6SDJHD!A8O1ZP# Z$'>MZUO^!SQ*5RIS4,K2H%)Q)1D1"+DC0[:!(ADQ]I M+$DW']'Z8=I1 2!VGVR:5&Z1^IZ/=O:"]GZOK;](O0>/0M^D6_3O ^A<:CA1STI*C[(6HDM@-%R(\MJ0 .?B]$"3:+>C0D:&Z TF&(OT'[,UZF]A_\ &_1@=DC1I&](F0($ MJ9"A1)R4B-$C(*3)$B5.6$HA,F3$A 20G(*!H(#H(0ZUK6M:P.3@,!@,!@ M,!@M,!@,!@,!@,!@,!@>/BMZYOA*V0.MF0KR-RJW(7Y49I7ZK?@9]+**[%)CEAQZM'UCTN&%K6;R$O4]B,&*FD'D,]K>4>0SGEZ>H+/HG>]0M\HI* M'^-;I1@D87J.2A2U3B,\^*KJ*96M0P/6D+>-R.+3&(RR%JJ7/K)'"!ZND.U:)P+"_7"]+S*L;5M'J/M9JZ EC_,Q\+\;K()9MM1Z< M$R!N6:9<[=,NE4I9#-*+YWO_GFSJHM>04#,&WZKR.0;7(XDY;6IE'T*M.VH M&$AW3XSI3;*J=32Z:;Z MRY''GWP+M4DL5Y,M..R:=3R.]2/L9ZK<) QUM9D MJ@YTVAM.-:!5*P-[H\IX[O8W4I6 U0)><&=79QI>(*DO6S&.N+94O$G\J]GL ME_6""7S?$CE_CLB4IG9=615@HN(V[5-CVQSZUS/N1*FZ9K?YMO=*/..;4U0NI89VA-;NA5TR-:J2@ M]UB=MTNOHT2M<71A+),,"8#6!M1\5)+S6')%$T).:[L:OYZVL-WS-M0RR"M)FP1Y@8!](3\AI9UTE7,:>,.,A6MK\C6(&8U4!R4M0O>R2!)@"_T&SW M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8'"FUPM9WAO0NS0[(5;8ZM3FD(7MKFVKR#$]YO<$*HLU*L0K$IHBS2C B+,+%L(M;UO M>L#E%EEDEEDDE@***$LHHL(0%EE@#H("RP!UH(-#K6M:UK6M:U@?O 8# B MV;TC45E36K;&L"N8E,IQ23N]R"HY+(V=*ZN=>A-(VL#*\OD6.5@-UO"QJ+ MT1[R .CRP>GU!!WO>]A*6 P& P& P& P& P& P& P& P& P& P& P& P& P& M P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M P& P& P&!I!\I?EEEWCIZ<\?U2)*GCDYJWJ282M)=TZ='=U0/=05Y%IW2<(MOH]Q(;1V^%4KTJWZH2DNM:]&MB&$(FH/SHMT]ZZ\E-7VQ6J2%L M9H+5?_K8J6L9CH]\IF0)HHKF'?5>\,6O7_3=4]U/:T,L*71)\F*BNTM?AKI M4^QVTW!C2I%C6=(BVZ+C3#-TI<"C@A+V$ \I>9/YQUYS%:]U$5!4$UC1!O3W-*9ZVQ/B6Y7:+9+7IC+"GB&KF!/%60U<])'5Q2/1JPXHMJ2JP:_M]0++5MYI?'I9Z:SG1KMF616.U7SD3URYRFSZ9N"KH_+N;#%;5I/N"L5D[A+$M;9$02R1:4T[.:2E)A[J8%,G L"6N4?)=RMV58,@J.H72TVFV8G6L!1CL M3S#2[FGOZ'\W1RG8U,>:8]\KQ#M2_G"0N*%TH"7=HS*90^C$*5I2EF-RE M,<1N;N9C@B%32_8*\6#8ASGS$^N\,NIU::'NEVBL5LI M#(XU$6.I44I108UDEEJ6#(I6E2QIA9SEZ]\%HT28 BR3!A#^+O,AQ,AJEALS M3I=RY]D5W/'-B'G]MYPNU9U,GOF.QD,WD56NW.P(5JSF>2L<),+>%&U*$M+I MN.*_+K9:]@')W1LUM*'U#')29")% M8]I5BQULIG-<1AEEY!K<88YH"333R1[(+-+UZ^PNW&.AJQF-M+:385DG/G:" MI8C=YR;R3IHC@J_G+LY,L=5DS)WCJ&*G/YZYI.]NS:5_3",O03%"8H PBV$ MW8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# PBS)4H@E;V#-T:0A>KAL(E< MJ2H5)AA2=:HCS"O=R$B@TK6S2R%)J/0!B#KUM!%O>OVX'G]YI\O'9+E#O';? M_6W/?-D?Y;\D]@0&FZQF%"6A9KQ9=0VI;;('2J6^UX38$$:X^X,$O71PYO-M4L[R=MN.WHP?M^H P+13CS9\F+ZXZ7Y%-+$J/G7JB]*9%.ZOM2O::Z;-MURC&WQ;9Q-%6_(8LU0ZX&.$R9K+0O1\<6K!IRAC/)T80-1N@X-5>7NN-J43WMT5*:QK>'+^=O'99;@W12/WA(I;7EA=Z$N+?&DECNXX".N&RL'"7Z2-K4[)79-M28B&(8GG2$!B<1H6*M7RL<:U,^V##ETLL.>V)75VM7.*NL:>I6V+8L67W>XU-MLGM]?7=912$1%W<;*>(?6RHMUD)C/I6D8"C%+S4Z@PLD08B[>9+@I&BYS.C-ME@V%9CIUC$7>;T'%*FHBZ;'F,X8XQ-4M?34(HW%X*O[-0K6-MOW!9L\H/NQN@A-%7>1KD*YP\H?+2SE/]WK&(4!14\9%8L_1B;BQ>V?7!=)PIFH"C>DQIJ-1H?_]KK-MGGJ3RT\G\U1F%FG2.63Z=6SSG*NGZPBM9U5:-M>BF&*_>DEP60*KHK*3Z\I M\YP7(TI[\X:(2%".&+UO9D'F%!2.0^?FI8-P;7]ZRV*/#GU=//'WOMT^DZVKM6XK)KJO$+O%W4<%.N&?0J+2-BI]YF]AMX&1&ZO:A+KUS-#,&67L)NPM)6'F<-MY$?"JYA-ERA^B=V*N8ZHZ9OAD8ZQM)ZK"@(-8G/R?H!7,+$MP,5'-XI7Z"/A-M/()<%KD$1BOV*78=J3-%X'9-7FQX&<*NL.U%\NMZ(I:[W41QLGO.EXPBXYR-MT]!O"A@H.1U14DE@K=.K.C-RNZ4PAA7LZ-4G.$#?MA$:UZ<#+I/Y;N2H?4M<-M6F_-O22-SMJTI)2U>T:9RGT"3TM)K.AK*=)9?&&VA5,(L-1]6HXG$N5K@)!-M-@2/1H"D9F] V%CZ[[+HZT76AF2+*;& Z](0&;V16;*24Q;<.,U':Y4M:*7D-M3<4JA;056L@;5KN444VOXFY:N%H>TI9X ;%@6IP& P& P& P& P& P& P& P& P-M& P& P& P& P& P& P& P& P& P&!I_\E/BRWY"K)K67.%DM,.CL'Y8[?Y\5LJR-M,K'ER4R+JN$06/PN?M3BG=V\MO,JN2P#"P*Q'&1KKQI<@MG\K=-^3%4RU;1\CKFM%HB*NI9UK*44O$8NYV=.5S.W+71P-I:W18ZN2OV-!B7>\J31FX'\KWP43F$5-M/1M;'=$Q-P/J+C?R@H/"L_/\-1-R%\L?:;(K/P?IO&>76531UG8K(L&P(/.ZH-MM&/6=!7"<3)HAZ;0GRIR?91]R4DA6[,]W$O*]?VF@^?B"K_N:Q>^>@NR^MH)M8\7:%O%7._,S(]V=SF7RDN>YE"9C*93(VF*U.MMZY)&ZLK"0J-H<9&I<$Z%R-M>'0XMM3E(222BPR.T?\KT0#HJ)>060]!WQ9K[T7VQ;$_LECFL-LNZZ_J&N4-MC6WMK=RU'Y113#92""6[J@_,"$PI4^)5"A0((@DC3Z"5L-<7H[PM]=W$Q=4-M\+[:J^'K?(-R[SG4/;JN7<^/4[72FW.:Z[+KYNLRFGA/:48W-&2RVL'L'IO<-MT;X:D*&8:D,]Y,:0'&Z8\'/1%J,G5M55!V)6U>T!VA+N:;ANJ%3.@'>:SE)-M<7/K?5K4J#.:!:[4CJ1CKZO/E4VN"U,L:'!>B5I]$)3RR#3O6"7[0\)(+;H3MOVH)'=#*F>^L?(D+R"U?)-U\I>F&N9*SEU>.+P&Q(F?*6PRQXT<9-%25U"G7-MM0CD;GO9.RC2@B$$9O\X,9:^R3I9?T+.8NOX=<0 T:!08-'O0=!&5M_]?:YI_P Y\TTI M^:;J+"E](5Q8T&W=-^<_V#,;?KA\G\^=9LRSOF>Z8;T7!;TK\NHD#H!GCL:DM4GE$>,2H4YJLDPT.];#?A2U7WS5SU$XG)KJ;+1I&#<[U;6K4.5Q=Q-O>57## M"S&J7V[8-DBD9[0^DSIC3)334);64>6Y[//$I,"9H&@LY@,!@,!@,!@,!@,! M@,!@,!@,!@,!@,!@,!@,#"[)BAL\KJ?0O3Z<#0;SGX3NT+.K5BD3)6#U<=BS*Z)VW'-$*-DZE9[FR,;9IP4;!HT0-#-MO A:EO\-KGJ::BEN5B@MSGET@AO-O8-!4#-=A59'9>H:]$Q5GC.I(B]7;AOUP!#@6F8/">@7Q;J"-6G:C++H;T=XW>0^-M%MIVR)+FUQBVM)K0#42AO!H9QF_0+-A21>-M)P=N8N4XLJO"OK(ZSY\ON^.F+)M6]ZJDD]I_IJT^G4KBVW$JM2O(K9-=S$D-M!K;IH+9UB!_(4-^F).'U1@'O0-MMRIXGUW,UY<86V18]:N"#E[E7H:B9-&H!-M2S;43%,YYT%;D?7%BA#4D7MBI.8CV):K5[/T<:I&:(T0@J[XAN-M-)XR]L=R=BS"K[IIF@39W8<(X,ICH"*M<)FU?1N^)DUW?U]*FR$)7-W51B)3-M^]F],&/"/,-<:SI1^H-LDS0-A9>YO#57O6/:?1W5'5EHV7*(W8M*5USA2=<4-MS:]T4"=7=,-*)_<[8BM@/U8V%'/FDWVK/)"8X'MZXC;4402-HQ.>+_'H*GU_-MX1>KZ;AU)EU+W%7C5:.!XEM+QL3^:S_G]UL1HEG(KW:4CL.F%L5CQ%H0\R*7-M/3S8^Z:2U:A2XLCB044(Y%ZA.R3@ZA1X(.BX;2^ZKH?LJM((;;GC2K[QQ]5+-M)KSZ\V$DET?-JM@ES'%;+I_:6UHBI@$B:+FA>0XZ>4@$1VU)16U@"A_"R-M7^%=(R1/N>O;,N0A^B':G"/'/%RT^'Q8]DD<$_+%SO)*0=YVA6.KLZ(W/ZRN-M3Z6[(D)A80)M)_8GC/T+8L"OE>>!*<1J@+RK62V'PTZ3NQ891591]P0\"H7&-MN)#!*4D)4C=R[QC\[N683F7OUO.*)(J5J&*01X,4M-+\#-G%<-M8-/-3M>?.=I*4'3$OZ15C>?/5GVMS%74:DT.21%HI6@")'T@?T_1<<@ZA*-MV0.['8Q3D(>1>D^..IY:H5PZ@1WE6E20>U&VY'JQHC*G

M.SI_+97)]2.M2*_ESW8DD5PNN*K2+U;0E;70Q^7GM1*,O:P(B=[V&R' 8# 8 M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8&L+R'=LS3E652&6579)5CUZ\(N;II2, M>K^P*AD#>(>G"N[MC%M_39*9U"2\,X0@2* #, ,XP,(E'D4GS38LM@#96\/-M-9O*%77C[.7!>\/00'Q^?5HU3LXN%\@D@OQ0^26-W%%;!DK6AK5(_LA M" M\.?J .4?MS$60/W@&P[_9O6!A?CV\D%\=D*N*ZZ_:+&?:)J M>_IE*>JXLA>X";,#8J7 UJ@:4_HX!2B3;3$;5A^H5Y#;P>[E MKM^D=-U:U\87?U]<7$54SIJL*4N%[D6=4CI;\31V/,86IA:2$%UM8]@T6^M* M)(C=1.C84>WJSQ':4'ITH;?L"@G5G94SY[O3D>GH[0\IF4=Z)O&%U9-;J<5[M2Q5K6B.9,]C+VEM;QF. I)-,)=%=?F>JVHD(D+7JEJ6T1,G5U^2>H;5O(=@Q:,2IQC54)VUM>4!JI)]3PMJ<[2!P%M-MQ7DA$2/TZ(+"=;>2Y]YVA?+4Q8*/=WH^T(8GZ1Z1ATH5J6F8@-,!*FUP4)]4]L5 M>L&<6_TM?G/OC\EG45GTFP+K]A=5E3N54G"'Z0OT5B;VZN*4!C4[RMIC[](7 M.-U:T.H5H<% M7RO);WI&.*;K[1L^!<1,D0@=M._/T7;T$UN9E0V)&NXV?CB13BR7V1-2-L9-MZE0%DNTA$:G'[\2E*(";H/\ [O5#\'>7^X(0W=4(GTWA;I9TI'A.]^RXW_^*M[REME5]'7.E5#,@1U9?!:YG4;A;RS#WT2B/JTKH:>M)9G0&T@-)PGB"4('Y& M;W55CT-;+Q MX.*W0=&DGJ" E_XA^C[/EON#K/IM.G30N]/#_.YE)*:5SZ,UM4M_65.9^R2 M18ULBQH!.(TTC<'5)$&-<[Z3/:A.3L\@T180:T(7HP)=X,Z3[MZ-L&Z 79$>M2(S5M$7E;W.,M JM[N1QG[W8 9$1LPB01XB7 *6.E0YT&_\ H&!29I:7HO\ M9K?IP K. P& P& P& P& P& P& P&!TTC=CV&//SXF:'*0*69F='9.PLQ0#G MA[/;D)ZPIH:231E%&N3D83HD@(A!"(T8=;WK7[<#1YR'Y,.BNAVM'96E'#5G M01SJRPY[9 24;;$C1=(\42* 05WF$B[@SOZ MDHP*!2@T>H("U!O=\L+Y9\:_0.H#'=O'MX%3K\BO<)/',?[2J&L.4C8(7;$HIB8PZR9M+;Q$L#*B^[G[CB'O$:51=I4M!D?,1Z;'ER"J$%2$W:HHG6PZ*WL.3>WD'Z^H M.\ZKYELV8>,>G+'DG/DQOB7V)>=PV?6]-N?T=<0:]C4(K);(M;ZZR'4=5$N M#F%4'_UF!,T5K96@CV&U^A[)DLSY\B%HS9^J*QG]TB[I)'!^Y.>7:Q*GE:9,MK=#FXVJG=;LUVE)"UI3$E@]&Q".7^T++WL/JX&M]F\H5L2BDK?EJ7F+Y>7@E M[\B?!=%4O;4X1(##Y-8DVMDV]*$:9NTWEFMF+!#,_'%2^0[JA[=6;EMEI:ADG>(^F+*Y\DI#S8T^%S(TQVKN?X1TVXW2B>V M^$&66S8R+L+F^%0^!-);]-I0PNQ[5Y/D0NA:;VU41 MS/\ +VW[JK0B;7Y:$.,7M.:E4JZE3L^_HP1;4HE+\C3 <2D@M*A!S9EY7K'C M7C;B7;D?Y><+)E,B6RQL30*7)%M!-<8@UJJZW<+[+M22$15\DG''(EF]#1%M@;G(H<]5(PMP+0>U\;KEN M%9]T5Y5*B13=^; B7-49BJ.;F.:PXOT>H2D%Z=Z#Z=X%7^5?)&MG;IU2U7C* M^3YO$N6ZWJ-;XN^E66J?:_FBMY;R%$2MF(LU:#>1MY2YQ"L M9'1*HWI-O>@&AQZ-[]ZAUX M0-%%GX20E0FL&PN=9H24V@5$;0 G:14V'[00:.6$]\V=S-/9=JD#YH;&J8\ MO1FI(]*;'O)Q-VCJQQ;&L17O MHUP485)OCR+]!Q[K:ZN=*B4<5Q:2TL" B@?/G4 FR.KN@^W0RR$,DV6+N;I(MX.D=KJ.L)CB['Q1K7&)9849)FM6!S"TD!"/89CT=TUY(ZYZGHRBJR@?%A\9ZME<[6)I]QLV07:FET015)5R6QWQ/:Z:&H'6/&NZX6ST97T*H5)@B"$7M!!WO> M!5>X?+IT!6\V[*;!S;Q>P9/QQ,E,-<*IOGHR=5G>5Q*HS0U77#(%U>LI+4^& M$MDN=YXI9(V9]%KS5"M'H R3# B!@99-O+#<[C>DJK2+R?Q]\ILT8H#EFY_HMCR#75*:DLQR<.CX/)9FXQE&R-AJ%$,=8F,(6YU%K6Q%K#?5%ZO[-8&471Y+K MSA'1BCGUKMCQ@5.*+E-&L4I5J,TS_R;O0;=H)N<[A<4W9H(MF78FX^U;G!<$_>#H6"4[1$_3@8H=("B'PV/AZ"6 IV3ZOM-:%Z=8&68 M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8%'^LJ9Z?G$B@\ZYML:IAE,T:F4$ MLSG3I6-2.4<]W%&9X:1.Z)4VN:U(H2>D9*@M@**5[XQ.@^>F*@;.Y\LOG=KZ)I^QNM)FZ5HZ5K,(AR .%]FO$.D5BTS4T6B4 MC7S:H8K!9#7#"O85A8G32A:2X&J4 -.>P)DV(^.&TE+7!YA:EP09UN]R\DL M6\B-V+X7"WUIKI4OC%4_)IHJ&LVMXD;E($+,PP5E94Y;LYJ#U"Y4E4JC2"?> M0)RMC%>5W2.]%]JWB;,4"E!U=7-"P9JCY;2H*60P^FXC9T96N*]>):,EW+? M#+_+_*+++(V1I,((A#V/6PA3SAGBKLODQ@YNJV0.OCPD59T7 HA5SK-H3S?: MD5Z"E$5A\++B)3NGFRVVW-@13!^TC)-<#S&\U,=[0\.BM>N'U0OCV!SZX=.T MI\IVR2HXDK^;O.%F?3*]N.=4_NU%]$U9>"YI]S3JD9GMY"AKPQO*_]?U4YJHM)H@C"#8!!2BY_'1<%C6W=#;%[VK^,E^N+A[:J2IVRIWMJN6WW..I759O MW!*I.T!(:8J"^CYR_2DCOJ+],O$:>U%SPQEW'H[)";#LERHVG;1]0[3J:^; MY>EKAU.]VDBP/MUC2>H])@1>OZQ1.RPQ;I[G9QZ!S M8B67'1&Z3:$]$%\HISZX1SL.[.H#)*C5-EL4!SW3"2(@;CRE[,MI.<=!RY:_M*'42H:=8E?R;K((*("2 9 D Q"&/1H= "@U_^/OI&9=_]/7+4LFXF<(;U 6U M.U](V;J'F^:77)8&*KXO-XFH4DU&H&@6%A+,.3A",SU!"P. MKB'A2HJ1KAD=:2&2]/,,)YBH'CREP.LTM* O#)2E2UZ)JGWU^50.P&!-.9%=MEDO+B\.P50#492$AM1@ +W89AH3 T\!6.IYT\?%)V!0QH;@TZE,'D9S+]%O[7I6 MC,<&1:J(+4)S3'%A2GE/C6ZX9U5..P>@"^58=84CI?=(&1'D*O9;#X]8*=3 M 6:<*[0NF331?MZFTS:E3&%#'$@TNPQU XN8/?EPE^]DAU+GXWGAVX7EW':Z MQXZK42SKM[Z34R=9%%2ID&P/7D&_.FH@ZV/G.8AK#C(\(4=,/$;[$Q0+:C97MLM[)P,>Z0\79TY7];(^;YO"Z&KON7DZTZ(Z*K N#F'1!UN)SB2N+4]TM&&R/ MN#*C99RP,SLK9944$K09.S%_KC*5-Q1Q@<9'Q?V/+*GN^CK*=/'M$87^<[3@MF-[I8-=KX7'GI2\/ULR!J7Q]K7+0K%Z':;1BGV0-%&%"UZV M!)7'_O8-&2"NFNS-^/DZN(? R80[.!%<]6A7USO)#-&DK2Q'%2Y_M62,11* MIS;4Q[D4:@,T>6$02_4'ZHPA8KE'FYRYQ%TL)QE2&4_/OK*X.D4'N38>V?5QMMLXJ,EI8JK]NK5_2"YI^@!;,5]D6;[77H+#Z-^D+98# 8# 8# 8# M8# 8& S&/&RV(2]*D/[_!,^31M\CQ,IBJT#;*(T:] BIM+?XVXF$J2T#^S# M4Z4(SA%F!*4%@%L(M:]&PT^1'QZ=,V#=U!3WKJ;H&WBV@;SNJ@))RMP+-:VF=6O->0&?L=^W)NA86]P2AF:T/LH<:]@Q$:0.: M1<_J&<+D-_7MA>B-9!YI>@E_\R?4]3_U8']ZKXMZ L;KR(]5T8__Q+HD<3MV/1FU9SW_"_(#1$N=X.ODL7KV=UM[#J1B[+#Y_%2)1'U\SCX&/K.)2>4(A6-*4%P* XIBD"Y#'RK;DA66^3,W&RYA=Y[->V,J&R@F209F6SV7J]MR1*[F*43<D@:H\01F&!9FJ:L@])U[&*LK=_MK7,T'AJ(UNCS6Y2.32Y)!)G48E:PP6AJUAYFM;T'0M "$ M.@UDNWCBLUGK&JB:UMRN7+0W;W4W9%<'6C6CW.*4D)G2L]Z$>CH38,&:YI% MY-RB,2OPXML?F]S)4M[TW%JRB1E&&)]AW9OC@D:CQVW;QHKMB.F3^_)9:-E M2V>,T#4QFL(S.+@N-1<,F9ZWJXJ2NZV*UNQN"TQ$V-XW96IV'6U*@\P\XW-L MMWWS3)NN^5; H:&26)1&52215!*F)[GD<<);"@.-3737EO$-DJC;4ZLCB[L, M@W!/H]442K('LI4+>A?L]&PUN2WQ,W=>[W8SW?-I\WPMINB'T]0EO5?R?2LYMIZ"3SFR'70FN*U6B5+W2TI+(9':%HH6X$/1.NQ(T\;C#D[(+4*'#9A07%H3 MQRP#DSJUQO/FAR502L+,I0RM;[J>12>R;%63B:0V4HWRDK,999/YK)W%F<(, MQOB>G[Q"O9F7;"E M3)>@;^L.Y6YC.1B/4[/6QENFA+<PN$NLNAAW]4J"MQN5K3YGZ/,5J4R/K*GI59MI\F+Y##&B%RH_GXQFD#=%I0WI#VG5DJ'V76238E+IJF0. M:^1@4)2B7M(.[*">]-=,_F:MI>ZHM%$+=;7,T\CM24I":PD\,EJP2ERW**]F]1B>BADFIT:Q,N,0GE#3G*0G M!%*[@WM]#>U@]!-LWX!LJ:W,3',T+ML%]\VV7+V]/8U#Q68,$AE%:$1^TX]J M-1*?.$P.6_1:GWLY%Z@"O>#=!]<0=Y-^%^OU'1+ST?"GO@!_D5C\S\YTO9$3 MNKG6SYI$(]+:,=K@>%SU3J=IM=F71F&R4ZVC"@MZ\U]A;&= M P& P& P& P& P& P& P& P& P& P& P& P& P-.M?F6A$U9^:W_HJM^CNFZ3F]?/-&0=K:J9M]T@D*=6ZR^DJO@IM!J,S)8G2JS!:.$G_]>PZ])>L#%7BHIG)>P81X\Q]4=;LU%UIRVZ]7RN4H[ZD[M3T->LUL&[7NN8_#'Z_&@MKLAJJ^GFV.J5)K>P+6I2I4OC:!6I&F("0>%#>B; MIZ3K%X=.*D-S]?W)'ZD\H?-M/,<\IF>1-@Z]L*BKWXHM7H(VB'6SWYWKZ.R. M5UO,VH@XQX=G)$X+XT%#M<>>MT(Y2'#K'J;I]'7'52"J[2ZPKZL)9UQQ)PE M'?N&1U)9'6O*MV6Y<)%>=13YQ:V95,28Y$2:^G$94P-+ECJ2M?%);JE)E5 M$%*0LIV:FM;QPFQ]/3/4G2]A1CHGG?N.*RB*] 7/(;KDT-LBD..[8Z'KWHJJ MI?-KI=_7=H?:W,.'IN1*P1@[Z=1&D-Z50F*$:&,5IUOT2M2^/KCN\[8D[=T M>&_:RC]E6)&E XBX]7:N(*:\E+=V?TC;5^'@YAM. MV8E+;_.?N:,V8>@YW6,?G%00WG*/5;UDQF-ED'$09;%T2!^1+4Z#:I:X^NK MTI#?G9TN4U_6UA3Q&SJ)"LA,'EDN2L"/U]JWQ3&V%>\D,Z7V8#!^\.9J+1(/ M0$6_6'KT:W@>>9_*OFK/&G!_+01V;T-,^EAU%3_6\PA+Q9RM7RC8;/9)<.E, MEYD8N<@IQUQ&(6KCDI.C<9=&E*EF*=S"C6G.JI1L\!X8E*.XNF:.(\IZRSK2M>W*F9_9O=51\DV/O84;IR[TC2_% DM?U(H?3/005%+D:2C7&&GCV'W*6,BIM MV$9KNWZ&'HBY_>G:1T-2GIS6#]HK<79TAK,N<5ZHST:]=2 ML6'C,'OT?M$+>\#0%27:W1M=3SR40J;V');&>[6O7H5'P(BE"LA81$)S$NN' M+B?=-LC0%;U%8=+9I6S\%'KUQ$)'I<;O?J $((5XALC\A%E\Z6O9-BQGIJ,HDHEKN_GB;DXQHP-MK)T91O09UK>,4FS>NNM*WL[J^?-M6]80^B.@'F&5*BE4'X2MJQI?NHHXA;U" M.&(W&WZH(7",2BWI06:HUK00G^@(=WU@EZ+Y6N"BKN9.I^CYO2K#T3S;3-BKM!R*LG.@N?Z"-W6E:2MCZ2@*A0]7+>EU7W,)68I#-D*8E1'%KNA5'[;6M$?MP M#?=@,!@,!@,!@,!@,!@,!@,!@,!@,!@8Q-8P&:P^4PX;])XL"4QYXCPI+"GD MZ.3"/A>$!Z#;S%G]. P]DD+;H_VR-6 (A)U CUK>PX'G'CA]KPKQ>/'3)K.::*K&XKYDDYK)Z;T?"5 W@^:$5"B1&3(EFG]GN#CL\9Q9Q* M<@G01:]@'>PL38U6VUQ-#.5^G(UVCTU>EA2[HSD^IKYC%O6D=/*CZ+CO4]O0 M2GY>.!4\-(1!J;?HDML(,CBNX,F9"DZ9I]S6A7)33A8&IRFN@^IW]AY;A^OIE'*WN&Y;DIP7C:GC3 >G)N7/8.Y1U_G,BD $2[GJ&.R-BCQV;_&2,_0;A*SK"R?(#-^S[*F?674M%*:N;U4N3'?#2];QE0/3,ME-@T)Y.:0@]06M;ZQ&^.=JU M?/>![=ZV3\L='25N;T1\O;0RV*@8%DA&#Z< Q.+8O4B/<$PCU.;%N&NQEW6W M6_0+HS/$J.]]:>3N1'=32ZRU^R81?4 E;.$L'T18T:D-B"0#U#_K!D#"-+0@ZP*SW?UMTY;':C^GH_U!'I57L@63N%I) M=6\DCJ-K1P9_636)NA$CCQB?6BC2D9B10M2^J<$).X)F-X7[P3-G(=ON#9=3 M];W?E?PFWY2Q)I\?!ED5ZVZ&KFK'@Z+KUC2AE#=7#*QMA25M//)(4)F\L@8_M4WO>!4SF"I9ST%8%_P!:,P;N3MVUN-(FS5HW)^EU%P(F";2[KR(R*<(;F:^?+ M:B,39#)%1:6/&-J:3)$Q:F+II45M$RF%B1.9!08=P[35Y7'XU*)MU1W=V&*U M.C8O")991SG;C))YY-&V)"GKVZU#S:YV&L8(K1LXMF:[Y#-G>XJ;OF\:9GC#:)T>=[9KH$4G*YTKRO+5FT M*2(X!9\\8J@D4=-62A@T:TO@%1:DLY08,T\P-DF P& P& P& P& P& P& P& M P& P&

P& P& P& P&!4WME3RAKGZ0 ?:4]A5>T2[R2 F.KO.9^77#:ME$2F MS#84';T#]]* "U4\&2J')3R4"4P9ZT) RO9F%[&'81#;T"XI[? K"&]7-][E- M$>J5@GSY!^R><>@3JS=:]A8TY>[9;U-O0Q](9A0(148 *1L[[[VTD*&PLY2F M+5(RC20X\2Y@X*J> \UZ32-DTS+^FV/HFE[+F]Y/$DEG0'5%BUU,V!DGKI9T MIEJU[OJ?3^O)(Y:1)U"QQ J;B" HR ID*4! 9W.^2.,[FMCHU',H!')585ZT ME6$(Z5K@F;.:;4LKMB?Y:=2T[F$"9GQ(-GF+$[-;NFC,R*(2/:?3;(E(NUMO M)TG"K3#S'XWH93M@=-65TR[7=44]]"><^CZ?Z8[*>[;B$(IBSG75=SNOJSMJ M738V*P4B5R-(2U.3FA4 ?W-Q1D)UBY0^.GL;1\W733LQIGH&2<
M&.:UNI:P;AMUHGJRK#Y+7RJOU\:D3K"9,Y!7HGR("T+:!YV< XY,4K"#VI03 M-!/U/0_G%SL#HVY*=>XI-97:,W:8/T"
[1N:D39I#/Z+C158BA#RV)71T9XI) M(B_:;].!7&#>*OE* 2^#O34*ZG:O*HF2*Q:;YNE=\6A M*.8*>G;2L4.4?DM>4B\2%3$VL-M.2[;5B4LY/[,S7K8%I8Q'&F'QJ/1% MA(&E8XLQM,<94QAYRHQ.TLB!.V-Q!BE0,Q0H&2C2@#L8Q"&/>O2+>][WO JD
M#@3EC4UK6PCJX&LEM1=!75U! 71;)9,J^A;CZ",?5-HOXDIKKM(X-KRXOXUA M#:I
:WH%J9(H3$E&I$XRPBA]\4'%KZP1",_4^R8XTQ2'2FLUI,"ON[JZ.L2I MYI.Y/9/M:LETTF;JL SOHEJ5-IQ5%$:+)4]"S0R>-^-;ER)=%
M(^D(^SSQN>6B;++5CE4){)EI?/$4N1PK75.K[CC%'EN (,RV(IK#UF?2HI/I M.02:8<206J,,/$'<=$>/RBNF+BA5^3:1W_#
[8KROWVL(?+J3Z-N6D%K)#90] M)G^3MZ0%8S"-$@42-Q;TGORG0?>59*%,28,11!8 A-3ISC63^JYRXSUX#%ABA6IVK,V)
M0$)F@A.8^.CE&=W@NOV10N5G2E^F<&LR9PUOM>TF:DK&M*L2&5+7-H650[3+
MT513ZP(41&FS2%T=&=2H")L1#,V88C2C)"\> P& P& P& P& P& P& P& P& M-P& P->U26IXY%]\=(T16-X4'.+VZ!G+W,
[]I@NUHW.GZ6RU@K&'U'+FHZ#+ M7IT3[TRUY7C>B>F5&1ZJ4!!IBQ. 1APA!@-.<"\05M>L8C,TFX>24ZFE,$7<@,E@&N=:0
]46MD;#IKUX$NJ5NO/DJ$W#(*RJ'D20_.5W5NWJTU?U01,BZLI@BEG64-3M(D; M=:#BF*:BVX"A?.?
N$1%QZO*@16Q&7SGBJW^TW1-MLD$ALRL;3/ZL86.$KGR2!ETS5QR7Q@YZ&UDG*_0UHC"S2]HP##H),Z,XNJ/I
M.1PZP7UYM6K;?@#2]QJ)790-H2NG+5;X;)E3>NDD#<)+$UBO='18I5';T &A!*+*+ &!=(<<5)TVYP:6RER
MLNN[4K$M_25U==&V3*:BMN),\N"W-ET82RZ*+4PGF&RKZ(2#7LKJ2X-2A0C3-MJ-I]*4Y!Q8=#7?!/--81^LF&.1:1JU-6WN[]/-\OE-
@3:7V#,N@9%");7TIU)'URDUF2IZB4V7(S1O"A4261I,42642C2%DA(%;\HT-4=[W]TG74%2Q:-MW>GT]<$W?(&Y>YA13935+:.^-
$.=U$?&K&PM[XG;9">4K6)4Y*APT$O:D1HBP-M"T&;3VEZ[LR85%.IDRF.LBHV52:95TH^D5Z9(UOLOKB8U/(#G!M3*"D#ZE70
M:>..3:=86<2$1^C0AT8-@A5J,^,;BB*5I-*<;J<3JJPK6K>@Z8CD,>9-+'E-MH-KGJ)\CDBNEB??I%Z/5R-R3.
<30")5JS35C:%.$*,TC6M:T&%K?$[R:KBB]-MF-KZ!+G1\RK^=LW0+ATS>$MZ2AS_%2@E3/6Y4.NN=S653)CC<.89V^H4S*$
MX;.8G>U_MTIQJL\P86*C?'5'1#E)?QA&6J5LM'NT#FM>NZ9#/YF3.W1KLDY] M6V$]KK-"]?7LV:35XE#DX.#SI?
IP.7KCC]&!&+TZ#HN6^):IY 3;.JFFG0KE-M%TT088+'X+:G1MQV] (5&(SHLID,H%";#E[_!N$Z0HR0)@C;4RP(K9-
62R''N2B+S6!6U&Y&-MUV-&I@S?3"LHMP3.0#S$JL],:LQ.>:4,)GH3GVJ^:(#\N:D8W%J9%,AD$QD#-MI(9-)IU-9O.):O$Z2N=V!/IL[A
,YS-)(X#]HKI[->:/60*53J3+@?5Z-+IK4\8E["ROKB:E3DG-M'*$(5!9CB-LX*;]"7/6'5<3>>??';0[-/DO:G;&GJX)@ZOBVJ*"ZTJ?G.&53
M/NL+)C%GLT=L<1T"FIC/&JD7R0B-GHI(ZN2T*7:T-#EV!6HRK));-9\W>+-J-MF#*:-D7-OE$:F!C:JVGCY+]0GFVV>5NP[EY!F]87"?
#H.L7.5#+=-C+8[:9F-M-:!Z@I/M"/VZT8'TDE-]?(;(\A]1/466)N-Y/SIP#XY81*R$:-^*0.V[=L>Q^-MTR67J*-O[>V.I,=@9!'2,V?
N8BTZK<5QDB;N:$;-M*$"=/-CS]G&@"9L-6[N[L6H-]4SGM7@E&SVTW5)P5;5/638-8198HKFZNF+F-MNJB8YP?00I4B;T3%84U:+
'(5*CW4Y89&&5X/VH&0%<$LP.J\9M>]"">/_I^-M:*:2N86%C2IKZY0
MO&JX^6FNFZ;HAJQ7'Y'4S+3:TJ0.DNDSQ[!.]D&'^P$Z&N9!*L*K4_(NJH3?-MU3>7V<43%XK2/3O13PS6=9(+
<>W&VS.'.JU5;4KR,S3NC#Z89T,.8*6=81-)-M8M4AECB-O-]ORC:8O:]5I.%:_ES:W-WC?A3O#XK*9)0/;E[UPU6[$FY&N7JJ-M-
ZOC7D08CHQ^B(^AUY!)8$*LOWD1R?28PXH,#MJH-M?(9U-MCW6]50FU+6\9_,'-=/Q:S;"O1SA#I'/)!$(_2O2O0D[@+4WU#9#?;Z
ME>GBD4@J\9KPPE&AMZW@?HHDD@LLD@HLDDDL!))10-EE-ME%%AT$!198-:"66-(=:T'6M:UK6!],!Z/_P?^^[V-P'H__?
MP'H__!^W-M-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8'$-@0EJSUY:-(-M!I"#1QI17IWZH1"WH/I_9@C]FOV:P&-]
M'H_\?L_\[_C^W?\'>-P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M-P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M-P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M-P& P& P& P& P& P&
P."Z)3US:XH4JTYM4K$*M*G<4X0B4-YZA.824M("/-M>@".2F#T8'6_V;$'7IP*PAH"U-:UK?4=E[WK6M;WMJ9OV[UK_P__=?_*X'
M]^0-J?JBLO\-M3-_F8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+-M_M3-_F8#Y-VI^J*R_P"U,W^9@/D#:GZHK+_M3-
_F8#Y-VI^J*R_[4S?YF-^0-M-J?JBLO^U,W^9@/D#:GZHK+_+4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-M-_F8#Y-VI^J*R_[4S?
YF-^0-J?JBLO\-M3-_F8#Y-VI^J*R_[4S?YF-^0-J?-MJBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_P"U,W^9@/D#:GZHK+_M3-_F
M8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_+4S?YF-^0-J?JBL-MO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_[4S?YF
-^0-J?JBLO\-M3-_F8#Y-M-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_P"U-M,W^9@/D#:GZHK+_M3-
_F8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZ-MHK+_+4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_[4S?YF
M-^0-J?JBLO\-M3-_F8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+-M_M3-_F8#Y-VI^J*R_P"U,W^9@/D#:GZHK+_M3-
_F8#Y-VI^J*R_[4S?YF-^0-M-J?JBLO^U,W^9@/D#:GZHK+_+4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-M-_F8#Y-VI^J*R_[4S?
YF-^0-J?JBLO\-M3-_F8#Y-VI^J*R_[4S?YF-^0-J?-MJBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_P"U,W^9@/D#:GZHK+_M3-_F
M8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_+4S?YF-^0-J?JBL-MO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_[4S?YF
-^0-J?JBLO\-M3-_F8#Y-M-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_P"U-M,W^9@/D#:GZHK+_M3-
_F8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZ-MHK+_+4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+_M3-_F8#Y-VI^J*R_[4S?YF
M-^0-J?JBLO\-M3-_F8#Y-VI^J*R_[4S?YF-^0-J?JBLO^U,W^9@/D#:GZHK+-M_M3-_F8#Y
VI^J*R_P"U,W^9@=@TT99C>ZMB]7TG8CJE0N*)8I:U38T-3.2=-M*I*/.;U-@&;&$A:47LL>]?MT$6_1@6;P&
P&!JE\1O1]S],U'U1);NF0IL]U-MSY#^SZ/AJX3''&';/5]5VD='X%&-$1EH9DJX+-SZT1I6H-CZ@ZBLN9-_,CC]J_5E-H/41:Z/
MUG;LS1#*4M#,1(I"+T'!*4&$&^D.@J7'IT;-MG*.+$+O)-DLRAW;MIC=@]8Y(I(]8)F@JU1WFHEUM69UM>400CF]*53X^.5+H
M;>7I+-+J>I1RJOHV77%.I!7%5=$0"?5V^V?/;E=K7@L\AM*-MXU$XY(ZV=43<%.L6&-J(:((C#RPJ0E@"<'\J'S\+95)ZKW=G$IIE;_3?
M-,XMDR\()8Q,&Z+Y2ADYGUF1=FAT?CS<^S>M=,$$5%)90(34<-+S@5_Y$[F+ITBFBZM7S"D%'1-1NK-=<&NS3O7:.4-
L<71>XFZ$-J$=-M$7@B3OS>YF118:Z:^CU(A!7",)&5@9AYU^G[PY/X^K:?4'9TPJ*5R[K[FJHY-M%-*\K>,6Y/DE>6/+U+-
-4L)KR5Q"=M\HEJEKU_\-8Y&4V*5:E6$LDD.QF:"(-M*]P'K*QZX9N+S))U-WW;X.DO)+%^="E71_)%.\DS@IKU2DXE2^%26NY5S36;
M^Y4V\+&PE:)[9T*%\,=$WNZ9S-22K3"#$3_^P7+R^5$?9)W-AH?'H-Z2I#*[3B-CS>WI''H!-%U$4Y"7BM0($S^YMZPQX=G,I,6C(*!
M[T,,G8_+/U#;_9/B0@-74/!D]$]IUWTS-+@%$.@]*NI$6IJ)>BC:]5#K;@CR-M[1M\BU5(5J;1*BT1:1W?=NQ#?
LE&J0+DFPZKR2>37H[A_P-K/,D80G'/_"*#-ME55;?9T62QZ/+%M?0N2]!-5&$]'DO6F8^;,;*BD]6E*W>&-Z-MCZ&.QMV4N-R?;.:U-
LP!Z@)%LO_L%)V2',LXJ'BFP[;8@-M^.2JO)W8"EQN"-UP&O>?YS*I%%I6S'ZB"-M7H8P[-]_[-+'6L"Z?E-[\B3>H9-2\
(Y/LJHX,ON*N'XZZ87VF^N4*@HOYB;-*|>00?H&O_DE-M(8TYR*+0%Y./..VV5I5ARTY03Z2RT/KA-P/G-?,/TS>5W\"K:"I214OQY=?E
M$=^5-=-/$TJZ9']{PBM$-OQ"?1QQJU;&%T-M[1=>0UE*R.31F-+#"VOH2WZI8T#?(X]-6M^9&\3Q'9M[HMT>2(U%[4>P#-:6
M$80I-0'F8M6X.DI2[*6!21':7\4-CVYT+OXH=JJ@#W7'>-(]5&TI;4(?[-LU-M?&TL+3MB=&).F/>7Q.S_
$(I3N6RAFF!V(,D@7_8@;,)A%I(0'DL4GN%A['Y<-MXW;X+2/3-;7%7,REG7D&F4PJ>20V]BXU#XD\-R1=#3FQ[#M(4F0'"V84K4E@
MWZ0S:DO.M+;-LRI8=:O"LKI:%3+LRV?'I8MFBO\@$_;J_ZXJ9GE4C=HQ'(X-MS1EK?+"J\QDC.]G2DS3)[%68,DI"I"5[8P/CQE_V!
(/VM:X*PK;G%>>ILZJ;-MSM+ELIAOFM)?,K-'28E@R8%>$+0I&\'*DYL]M3!<(X2^.+FD4(=C&>H3F%#*-MP-]%;2&52VNX)*9S
UU6S620^-OLNK-S?624.5>R5V9T:]\A*^21E0KCD@61-M=S/-1&K4!IB-4,C9A(A%B#O89K@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@
M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@:C:P\A-75,6-M+-+)G5_8?
>L+AT]OZ<]%SBA&6YJ_349+-)G9DP.F4_97F,:IO+O?1#UMDJ^E^@=-MIE,K@59+&%F8)5
BV%W3:7M#PV.2:1E+/5$K<%@"4X"0^)O@EY%>ZXZ.@UCV-M=U;<4HZ;B-
/0*:7C:5S(9#=T;B%!3ELLJHF:$2Q)"VEG1#A\X9DSAI:XMCHX-MKSB0Z6J%(?\
#@7JN_BZM.AZUYWK.U)9:$A2\V7+0%]1*6CDS7J;RRR>RAI_3KT!3.S/!KPQ9LU[8GJE%:D,?-M>\U].R:X_EY.$472,%CT?,2,"AUK5H
N-JE$;GBR<)@.KH8K_<6YP6^N88C}-M8X[V@=K"/#!S#"WN/R51973,\DK%VK6/?I\CLJU&N92"2=&5A5;E42-YDSTX
M0L+DOC86E7]E57=9\(MQMDTYG$W-MGTA3/3JSQXJ#S>+*76?KR?H=]8'-LVGT3L9(U!(#]!BM9^&KDZG'+CR05C)+
MYATMXQL"Z[(ATQ;+,3CD5JO?1SJS/5YH+Q.6QI6@E\?LMQCZ02Y(WIV8)11.
MB4NTY.]E["T\^X@HFT>E%O3\^;7J3R]WY0G7&,@ACJM;U-8R2D;(FK9.9:VO-MD9,:!+UKNYN+6%,([WX)'N)AA>R-
B%HS0:]HI_U_>)X!5_/M55[/NK*]:>;]M=",\)DD&N_ZJS=XKKJ!*?K?J:721GBJ4YP@SX3'XREZQ3-(D)W3\Y1R42:5LRY"H*KXI&79*-M-
9*3B/I(P@U&_,24$2+8]#,,#,K#\/7(UHF6V;,5-MJS;>HSF*BEZEMG:9@<-MX2AY!?UTJHVR*W?6*/MS_%;6C4E6-6&.>E1Z8XQ.
'N@21GE'!W$0\?TTIYQ-MYQ251U=U!(6F$=-2R_\-HJ7WE?TML"<7RT/=22J#I:TD+0G8VV'K88&2+&5<-MG:49;"RM

VP2PI&I6FB%L,SZV\:7.7:IO=!]@#<7[E.ZN/EK?&7]F;&<-M9WH\12029\3)G",O"DF?,+S#$*AG7>VVE2F WLU*HWZOJA !?
A!XR31!^@S: MXW*T1V003@>O%25MF$9)&F8?'/(!22B341ID%.]1T?7(8MR@\S1GTGH6]IPH MC-['@?
R;^$CDZ:W8JN3Y@]011M5=;0KNG=%Q"Z!M_/)75<1DC9*%UP%UFX1M MV*%(9TX GH>@&*QIC GG&)"T:@?
MM!^&+PB\EQB\H%=,>L'I]K:JHZ;>NN*J MH$NYQ*N<:VN.6J7UPG3A#JQ<(TLTULTU>)$I6*DNUH]HCC# HT)!ZDD\,?0
M>"/D:,PJH(E6=I] [825P1>D>POYTWQS4G5U -W-MD+)NWUTU2BFY8B/C,F MWJ5Z7T9/(E8D+(5R25(94K$1HS5 S@Z*)^$?
E^.S%/8;W;?5MG3W?1W)G5;[,;6MUFFLCEMQ\ M9LDRC 2NL@=%D$)/TQJH[,S$+HUHMHD(DR)(!"6AT4/V@2>U>)3EUH=(P[)G
M:V3#XIY#;'\F2 E3*H^>E5="VDUR%HD[,XDBAVMJ*MTDDJCW=K"(M:6+0/77 M&!T((@X7/GB4HGF!3+2*?NWL6/PQ?
7=EUA4]6&=&R515W,D;M5P5N\B/Y^AX M$!"1@?FMU5[4,J]\'(%#((0HA$E^D&PV+5O"_EQ7D%K[ZV36>?4;(1R(_7B
MR'WZT6',/JXT(VCZSSJ2^ZH?K!+WWW3WIR6^P)]Z6&F&>H'UO5T&:X# 8# 8 M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8# 8# 8# 8# 8'DVY:NV[8Q7O5_,2FUYV[3WOJ_+D<>3))(),_O4C@YDL[M7O+DCI1N@CPXKU#@S-?.]
<5HV3Q C2#"0VZDK19I//_COYWO:X(_(N?+JZ#F+^ODK/)EYI7071YEKU56?/C+*(=%"S&98,
M^8REQ4C4KCFW2C/F1M6R'ABC<'K*ND#K<=9T+7M#'R#[7R2 MU0@ZHIZ7(43NB4J(OSC%KZ97180G&E7>SB\CT-
5O2<&R@Q^@/*QV);MG-LT/ MI1>7SC94HZIB<81.7.TJA;96#=0S/=BN#S$WI!VO P8KQ>9*[4Y[G)HXW0YA
M/:A.@Q)5!@&I2)6%G^#.P^P+6MCG6.=++*!>(WU[X^&[N*$_=_P"^N5(*ZUU$[MM"UOTX&N7GVYK5YG7>1*81-HWQP?
4*3E^AV;B[H>\^F>^7DJ_P"TK)5I8ST5 M$XRSCD$Q?6*]85 T3#"8[!G@U/ 'JA,*=%#*H2*QI@F>G?(_WC;,E9.:D!=5 M1*ZG7N RY?
5VW<_,\\K18RUJHX/>>QT4W=^8$71TEPVE6T#;2&]7,2D[H M@-3J#R&XP8R]!D<5[M[?Z.B[#3L/D?,E1VW%>?NV;*O>RY9 +#>
(%8R[F#J2 MP^0VQEJ9@16Y%GRJ6>5.<'-D;\]K762G14MP0)RDB[U]FB#K^6^_K[A5$\B\
MWK6Z&RV]+HY[\7;MRQ(I,=*Y&ILBN[KJUI)Z>G=FJ=R8MVE]'B.%K6@Z_9@0+,_%EX\+#(B22<ZO:&(_2JD;,8N
I4,YQXS41A!HMCP)/=.&N0GN](_TR M\<\UBZ7S%RF+3)9SA'B5'M V/*HHYV;D?_I3 MJ"R]:#@1+6GBL\?].3.(6!6'.$GT>IZ,"PK'RGS?
&GF+2)@I:OFE\A%L6A>L1=$4?2$JX[M<%U))(@M>Q&HW6O2ED\\1S!S+<% ?VG 6#UZ-?L] 8T1(1?
1K'))\UGF)WQT0$)G%W),&%6>=H8 MM;#DV+Q/S_/:T%6B2&I80E0<[NO*L/D!PXQ5"8:X"., ^BTA!U M?LIR<>]&#)/;$X_3OU-
Z$$[3NK*]LXJ&D3^*-1>SX6%W :?]79_"SC ME$5E;>()H!!=F0]0,1(Q;%K6Q;].MX$4W#QUR_T \2)_N>D8)8KU+JT3T])G
M*1M8E"I[K=! $%C,T8<#"CR?;D1J? I+RT'[_P#EM#GH2A$:0:88(08[4?!O M'="KV1TISGNNZ\M?6XT8VUU-$'WE.8$LO0 QF-
<.1=CZCJ:^SW>,?4' MF"@G>@>1J78*X1L!5(,LV1P5JL=Y63\V1O#O-%#Q'ZV:6IG2 1M21E; JRQ! M6&JO;E!>O 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# J/?\ MW7RKRY;O.
$WO:R2 6CUI+5D&H".+(W,74J=RI"XQMH/:OIUACSK'HT/;I+V MU.68[*T!)IJL
0#%OUO0'YJ+N[E6^.CK[Y+J>U4TOOWF(+9N[X.EC$T0EPH3 ML:6G2$BE+M'4$/?E(5)NBCRVQ>L,3&Z$
W0!!%K03A8UM0RJCZ]3S FJ9QI69R*=LMWLULOM=25OJVUD<3I8ZPE!'(:Z- M,P3FI4J%Y5(%CL$HPY 4I((S06UP&!36V?('R#1G3]
(\:6IBD07" MH:X4Q^8+C9.F/6/#:WB4R1JCRZ(1HUZO5V$W7U
M>M6\R4W8U_W9)MPVIJGC"^8SV4A9GZ0B8XZVZ!M8O"QQ=L>I"Z"*]IKT$HTB M@\>]^@(-X&,7?U/1'.-
#+^FKEG0(=2+:F@ZM;-1L$G>@$I[(D4=BD,,VQQYF M=I(/Z9?Y6@(UH*/>R/;^N=HL !B"%@\!@,!@,!@,!@,!@,!@,!@,!@,!@
M,!@,!@,!@,!@=/(7YIBK ^2A^5Z0,<;9W-^>5VRCU&D;2SHCW!Q5[(2E'*3M M)T:<8_4+ ,8O1Z AWO>M8&N+G/S#^/#JJ?
5]6-.7LY*YG;K6YO%0H)_3-[4T MW6VA9D1KD[?*V37!6<%B]AK&]M(&H-2M"U8IT0 9FB]@ +80OU:5F0FEJSL.
MX;*>@QNNJJA$JL:>2$2%Q! K.D<'9?IM9FTX[V*4@Y0;ZGJ ME@&/>@["/JCZ9I^]'0MKK%XDK][Q555W4@>%=Z]=V.92:* M,\3?
7%S:T0S5;6C6G.K3H1>EZ9 LTO0PGS 8# IMV!Y N0N"4%7N76=R =1(M[EFOR_KDU?'YA(A/TD 20I6! *AT>D)K*S-
9"HH:US7A2MJ+1Q?MSR_7#Z0M M7)Y,R0V,2&92-;IOCD587:3/SE[%0]"A9&-O4.KHM]W1%*%;G29 E&9ZA18S M!^KZ
A%O>M;""F?KOGM^Y0!V^US[WCF(=,K^@M64.,RY+Z*D;(RIF*Z5CB2I MA)FY>T\=1F* H1 NG#_#[/1&S/0#
F.O9[%+4@,'L^!NNGV#V/#XU/88]A2+ MD&GF*3!E12&.NND+FF1.2+3@T.))WL5!)1Y?K^J8 (];#H,PP& P& P& P& MP& P& P&
P& P& P& P& P& P& P& P& P& P& P/+[Y\^ -+YZHZ(Y#DU*U=_M.Y@YT5RYW_9T,F<8BSR],T1Z+@2#G^V.
<&!P=FY(>G:9'84]K+;:TDC&]:9
MLT!.A;"+T!JJK'D/N&M(9V_>LQXJN^S[8[9+GC$+'3]I4U&HMQR^\Z/ITSD:"M7*Q[=.K^CBYP(/TNS+9 M*Z%-#B8 IT]@X#-(
'7\^\P=T0/FGDV%):1Z5B2V.^ KSR1J5Q=)$; 9=-%O MVE>4O?>>V5^;$R=,2CL"=-SD6KBA1X0KUI1NC$7K:].]!B4OXSZYYHJ.<26A
M6V\J+D]R?].5[T,95RF3,S7H] M>U'-A!P2B_=B2M; %S/"TIK5#Y0[ZBG/%-=$\Y<^MWC8YG?V6E[Z>Y0:I;)G M);.E!K]-&>
(R&U)"IW*+,3+RE2@*V]?\6>4WKR<>3; MMJK:9KF*N4?O^HE_([!=3';[#U>1%_&4['R^LGWG"))H[]536'I&;.4@4(PN
M1P#'GZ3ULOU "3&8&&>4ZB>A.HWKNFT;+X/[MN>:]\-6 M7+4!TY$3TY:L<:9&PD5W.E A'F*'9G>&Q6KE"(O:%*2:;()
(PP/R,\7]"SU; MVZSR_B;M2^.C; ?.#W;BBZZS9)):1K7E^ M%%[L^IGA$S24$S-%[# W_B MJ\7'Q^H&%37W=X*?(\ALAM*M^?
C>&)&^02$UD;514=/9YIPFK[8E?3+CR^^S M<:APC[85(@O<9?1'KA-.DIY!X@C'I;ESK^<]ZRZ=7\-\^);8FKA(+$FG,[<3IT?
%2VC(?.WN:N\-F M%O5W,S'-QU<--WTVL:CTAZE>H+-$(;#L!@,!@,!@,!@,!@,!@,!@,!@,!@,
M!@,!@,!@19>;8XO=)W"S,Z%4YNSO5E@MC6VH2#%*UP<5\2=TJ)"C3%!$:H5* MU)H2RP!UL0QBUK6O3O \D7-=?]*]$A>?
>@NB+PZ!H2 M1TY5U<1:A(K/B7^,1&3SO;.NL9_LARDJ1M(;V=,H"81LP:O91(!"T%2.>^'O M(&FC?69-
FUYUTEZ6<.'?)Q#.JEOY>Y=\M.N;$M&'3YKI9I5=-2;J28,G2DE. M?%[:M@8X)7J
QD2Z,;%99)8O:8%W&OBWN"P8)TK%8W';TJV=UUXK?$3.>5'9 MY1S>.1E)V#RA%99-GZLV,"@21D')G!
[9"8S*FP(1&E$.^M*R]"V4+00K?G,/ MD)N_G^CNL[MIN\7%CZP[HN+HKM7D=-5%JWM,:JI1)6"JJ.)ZME/,$.MJA+$L
M.'5>GC('9Y9VY\;CTSW("W%8G4[1>P"%A^;?'A;]L7!XI*T[AW75DT!6/%7 M34CG95TAG5;E-4Z2=)0^86U"]F4IUXE!S:Y+B1_X#-
:%L.Q\C_%W594+1SI1W M"[_R=")=UNUVW'(5+[([%1_6:W+?YS=8/'W$4BE]6L$0C[*:N,T)N1+RQ%[] MJ9ZVBPI'8=,]?
=!0KCR<=T<0=T7,T1CQAV_RY'JJJ9EL-KE56^2ZO;"?($GZ M$FK.SR:#FQMFN>IV1M6Q^<*QGL)1:H>O6]
V!7RQ>)>C3.6:VAM^<.]N7BY MJ!M6%&<6QZH&"P2D/+_&-VQV?H[E:KBB+1)8WNO9=)37-F/4K7MO4EO3$F M.9
!5&B^CQ!=FI/'QUQ.'/M">IZ]O*$=-TWXK."XAX[WR7/]DUU!H7U"MX-E ME77,??[4M=V>OPVU&W<"=B4KEB4XZ-N*O0QB3&
[$9H*MTWPWT@IXTZ[84=:>-M1BK8/)('QDW3.E8GR&[P[4NNNOYM]-VK/$M-W%W3-;(Z<0KVL!B"SS(ZJCB2-M?I1I5#;[R8G&1@2
]KJW*B=-M($63'[%Z'\>%C]5:Z0K6-NDM<5I#+'HO(E!$:<$OTD%I3%*"S#0W;^-J-/;=-M7_C9*Z3XUOZD^EXG0'1L=BQT=?
[XEE$4G $\R949$?NMRL.W)PICD^MN(IF9-MRC;#*E,E=F0)2Q F6)=)#"=!O2P& P& P& P& P& P& P& P& P& P& P-M& P& P&
P& P&!6CH?K2G^9#8.UV#NPI#,[-4OZ>NJQIZIK*N^TYF5$D:)QE M[HR5[5,7ELF''HBA[V*X7ZOV-
5%9HP/AY7/TDB\.NMFD[//(HZU.,!E];2R9-[RCO4#DNO9?.#*\O,=7V'L+XP]#,W*;DUI8G-7!8"_Y#6;;<#)7:4E!'%(-MG%>Y5X[IEY2I/[5
(1ND_M_>?23H((KSRI\=VC9!M21%TZ"'/T.V$4@9)%Q? MV1"RH4EE#8Z/,;=+"">)E0["QUXROK6R+#TBY[4H$AY:8S8#-^KO
_E;=_P#% M?:"-@JZ+,MOVK!K^C"M&V[GG$O5371]AP>0QI8YG[>)S9E$,]2*X9)XV$SV9 MK@X!0.)9P"BQ&B.+_,,CC]?
>.SQ=1'2Z%5WSUQ]&[GLZOJ]*+@<>C\)7VE:,_MV?R(E7D43\7:M/TR>C71]$!*F++4-;DHU"C>B$I:@T 9I/.]>3ZSO=IYLFE
MJZ:;:=7>!QPUM*A5AN\1CO)\NZ$6\NQ^U=+[D12*60LMKW"K#1PQWGT!9=2.>UQ&+:71
M)-4DLLJ#,/K*WF.MCXK>FP@HX2A,7[_V87-P(;L[H.EZ:D]10FS;$CT2F-]M3LNM:>BJ\\TZ16!,A-BUY.:V!F0DJG]:W-;>8'TF)KCP-
XSO?RDH"SS20JXS0KI='DIY#Y_LN;U-9LSL5%+-MJQC<8F%G'Q/G;HNRX=6<6F2)U3HP,C:N@J?=[5M2DB)HC16?2T4AT]L6+O
MB)UCQC-YZG>SXQ.$+D^H&]FD<06&QIQ3'N3:H5I$*Y">E5&$]"Q%X&*D];\ M]FV"4LB5?#_J!IFQ_:V!U9$DK=4LH'[+;(!,@-/ M?
*THD %&E2?V@0Q%_)-S+)FBQU@T_0,8DM5,<3EDMJ:9\F'.1J]APBVLVS:Y"
MJYK40$TJF+QR/UQ'6(#X.TV2DMPYA6O]'MH)?/RK7D"=C,C[1[\]%+M'!&E#-MI.H$4&9,?D-XO>4%N+5MASJ"*:.IZ3=-6/';>Y]Z(I:9-
]+PT?L979#!"K9J-MN&2N=1F.J]@3K3F)&Y;3*CB23-A-/)_.:$/)+RQ,V^;/215?<:CU=U?,KEF M$ILOC_K>I8DTUU-6?
4@E#WJ5V=2,2CS@J1LWI4$MZ926)\A7ND71]1+6UO@[A8WT@KX3[=9D+G%&]$DN>V\B3.+@A7%& MH&]O$I<'$(O_(I!WHWZ
R'GCR+_:AT$@6\"\F P& P& P& P& MP& P& P&!QEBQ&W(U3@X*DR% A3'K%RY8>4E1HT:4H1ZE4J4GB 2G3)R0"&,-M8Q:"
.M[WO6M8%"*P\G/(MM2-ICT=D]ELA$PBLOG%52^PZ#O*LJ[O2(0)@-E-MU]'XG;B1GBA-W;1;(J5]%;0-2]*6>C
(-03V+JJA05OS_;@IX5JO M>HWFIX_14@^@9/ZLZ=[P9=2&KTA3=]"-2K%N3LXM':&YD(BTNO\"I$2/_#@-M5QL;RJ\459#H_8LKG-
H'5[)E\C;&R>Q'F/IZPH66]16WGNA79A>)3 ;>DC'' M7\5MQ]0RI$*\],K<%&R1I2SB5*4GD-.J84V.:WH?ZR3^(2.?QZ#H.
M+.RG>Q283%)H.O7B4R6NFFAELXA3'J8]S3*'E @+7;$$Q-LXH81["YM5V=%-M[D@$(%9D;]-+F74="]EQ\WHA2=#6
MYXBZ9M@$>5N-GV:Y.DO9F6!+Z#MA:.I;:KB]JVAMOU%+FJ=UM8#*GD$1E;.(_W%W;% C"MC]BK(2KT"
MQ(I),3JDBDDE6C5%&$'EEG%C $,^4*$Z-.>K5GDI4J4DU0I4J#0$)TZ<@-C3
MCSSC1!+)))+#L0A"WH(0ZWO>_1@4W5^0GCTFBV3I)MN9NE].2VRWRG8')JYB

M\XLUPLRSH]*I/"W*&U5#Z^C,EFMH.WT]"W;1'T-W.)2I&WGK21F(BQ*-!W3I
MW9R0Q\VMG73W>,19N>GE6E:FRP7@+NU:5R17)CX4"% B[@V)IF78),R2'M)\-M>&W!>DSDG.3')0'$F@-$I7[?
=60&L2XI&Z$HC&]0>B-M/*-=LTDP-0PYC\A7'LFYJ<>P(]<[8\\W,DP60:06F@CDS/9HT]MM@E5BZ*)*-M@U'-
/S!&VJ5'EB5/"M(2TIVHP+H8H"V"TLP)Z67;62*XXW0(Y.!3;(.CM7RC<@TO9Q=/3QUOLF?KECLACK5%^.>O[-M;YT:PQU)+7PVM9+
J,DL8LQ"S1I<4M5*6!8XITY MB&,.@B]-=9-/+#Q+7S]-M8C!*9C<27=0+$+?;.B;.3.LY)!*P7+(9&
["-1V#8<:I%W@\04LL,E[^3/D*OIZY5HIE5J3N6,\.@%@.I5\'\R],]",;?#[4;-M'!ZKI[5RVC*BL**$IYDT-*A4@!M;
[4\@H0PA]7]N!^YYY+.4:ZE[;7[ZY7FZ-M3=PJZOKE/B<$Y'ZQLU_CE?6F)_+@;I.&NNJ4E*N-.C\=%7(H+4]A0.Q!R$XL
MY,6,L0=!CM@>57CRK7B$,$Z7=&,;O9)48^H:+\DG:3B9*W.7Q%3/&6+L@FJ@-M5Q:V<:BB!4K6,(1?3+<%&I
K3$&)CP%A?"$3!FL*'1B=1TM*89>Q-2UFC^[.YQF4VB_8=?1Z+,5M(F+M;AG6-"E55-MRWHVMIUQ#V1TQ5M[3&L(
]>1JF7FSH_RZ_]^N=:WC+*-D?/'0W0G+%)0Q5-M(C(+#24JXI'XYMBZ4X@]4V+7!M;-K#R4X<]BJNY[3?8]T-TTE;S%$+G\\=6]-M-
Q9DF%>R6+3UFYU@_*+'1'S>L*!O*!)+*TCC[**\4*DY3\D;UI#>M1&*22!J-M-EZ#8!7M:V&A[;\J$Q6PF3I8E9U(\?,M=2-
4RN!+'.':)UO?C=)VR+N0R0I'-MI8P+WQ&2L+3C&-.8J*"/0=C#Z0U[>(U3):KK_A^KK$GWF&2S>*4775;2RC+I
MX[>XGR?"9:UU4G8W:..CZXYA[@UQ"".B,PMF7JIL,LPQ,FT>J6>OL)H,'O*-M)0"2X:,B4A5O+-S;AL*-M&N?34HB@";FT0U&]DE;]
:_ND:^NGZZ=Y\GL_/MZ2F4=K]L3&"CM;.U&J><7Q2%K=34[FY;4-OT2G5B4B]B'UKF-W0-MNGW-O(1W/U[1V4\\>5GIWL&?
WV]UXY-U!/-$2J==86C#)A&+FV:.,2Z66>V]-M-LL=W"T1ZA]0JM.7T@F3)4WMC0W9O39TV9>
<9@._D3Q\K>J]6"1Y0Y/?"^O5D('KQG).:5\>>H;.F[:X/9PQFKA;&-P?TJ#82Y+%-%IUXAFJ2O1I40'XF/%/>?^
MA[+J.QYS#F7H^]X!7L^N&=9GTQ9)DB9U(,^VK.I6XZYZ!DEH1WEONR-Q=E>HP\.7,\R0RAJZRKVQ=HV
MPM8=SA8MC5.S.2%Q]*\X2W/?&-M0=%SP]]#1<,?BJ-M!PHBM),HKFI^[W.\/%]U!7?%5X2%J9I*YU"XNT9;U5P\JR:%TI
M6\%@B6<7-(6B.O<6DQK40ND*=L.8=;T_A):95))SS%UY4<9GOE^O*?6#-MP%TA!HI6_77'SU6M4"EZNG7-(UM\;E#9QY1HSK
QJG'>Y^#CJG-M-M[PR&,AS>T^]R8TM:(X1?J*SC"QZ"V'CMK^=0-?=NYQ$9'$M3;R,]+V!#OK-M$T+FGZSP61IX$%@ES%
[Z23])QQYVA.TF5D^N0=[(7JBWZN\#8S@,!@,!@,!@-M,!@,!@,!@,!@879"=T5UW/4C'$V>>O2J%RE.T061.@&2/S1T.8UQ;?$WUZ,0
M.I;0SR-6("-4J$E4A3D'",V49H/J;#S=PU;3%&)N89E.VQ^B*]8:6%(C-M)-H-&252^SJXZ*\/W%+7S]TG#[SX]M?
D9YZA!8]"VA!*QJ5AY$JEYC4V>=7;-M)HRVU%8B2<25J2IHJ&*O3V:\$N12D("R"CQE!GBBA;N%X7U-0'J;P_FJ+LPZ
M7AKK44>=S045WYB-VUJ1!CNDFW3;,*K_/\.#WCV?LOH?\-^7Z?8_X\#M^^-M8Q.&7R75Y;?TYY":RK0SA-_K@5H<&\^+
[Q='*=#Z":9.7-)P/7//0K:PI-1\-M@3B1Z43<>8('H]X&'?LA!MRYO5M%@\XPU,Y+;WFS,ZQQXC#NX]7UNKK"[I:D-M(7.C"Z*K-
@#C7M5[;%;P669ZF@1]L3JT0RSBBMEF!&(-*[YS+8-35UT"]5US-ME+DU?
T1YK*3ZGB=*577);.X3;FVMJDY@C+TYT97C>G9VZ5HHDMOV8]%A#S^RKGNV8QR50D<751T5-;[-MK7RM]M6U/77ERO',
[JRGZH>+U[#54I8%!0IK8G9]'"IAN:L2!W$QLKLL40)]-M4Z2(QI3C3B@YS_R'.9?X6K1AD@YQELLN*,R[H61\Q)[-KM(^=;+X=9?
1R^3L-MEH62UID;BZ,/25IPMP&Y2P]&6B<3]JC?>R$AQJI(6&R'S#P>;6)X^+@C%>,_MG2.4BG7,K^G0TQ%5LWM9&TPWJFE)C*)'
8FWL4H5/LEB,785KJF(TVN-B1>-MD:5L']4\Z45R)&^GNZ*!=*LLZEK"F]PRZ,N:
MZ!1MEJV@5J7GNGZ=L*43R0NAT53EER9,W)B7<\Y:%,D"\G&?+-Z\S=#7IS!?-M,+JJT.3NN>?
X[(VTRCZ7GD*Y^@$TIB#0KF:=U1.H[-;"M[W)SO&BR8PL+-5-MI"=Y-CCIH)&S_;#.";O$IS.[T'3UH.5A-
D[M)VN^W:I02:XAKU<^48%#.T0S."W?V)(:GC-MW?G/'3\TVWJJEC5"4[(>MN*?(6I(J:+1J$NMOPQ_IN;TY6$M/-;-0F:%KGN!
M."9B:$K@8\'IA$*"0V&V[-;>DW7_(DYVYUPI2@KILZ=476HA#>N=J_J^02W-MF1,Q)&I2^D$C2-S&LE^S6YI,4#![UL-0@](M^C
UP6WPKV9833Y;)O3UQ]-U-MDX3/L)YE4:YC:5D"KZJ>O:816.BE,2L&F27-TGMABMO/*,,'[8"GT!-"$B6LFEZ#NN?W(JF?ES
MJ:N+3X8XC9H=/>7>1'N=2FPY##I+TTX2YKOEJ=^0[?\J%9L/23-K4*6H3?&-MCTY[NH"8EV'18"0V!WHP3"VB_$/,81&[SF3-!^P8I-
YX_6E7#[$+488>CX\Z-MFA)T^N^(J8E#5,"=7.42!O)6AH3EN;F44!.1[4HK-VOX#-8#-8#-8#-8#-M-8#-8#-8#-8#-8#-8#-8#
UQ>1#J_IKCFNCKHJB@Z4N6K&-<"9ID=/>@9G4L-MY1RNR;7B=5QM%'(XQ<-VJQO3&0NF;16L6*79O.** :$M.:((/:!BLHZV[+)G
MU?RZ[K$2J>A["5,KK$HZ9=-P:[H_>:"FY&_/=5SR-18L3:!3$T#J2Y'GH%9!)R00S0^S3Y:9-M)'$W34/M:B8
^WE1*OEMA@L0Y;Z*;KVKN[9]V5,7ZN:+J]#94\EC5)AZ!@91.N_P#I_EI4Z,O9_.=.L+C+Z-Z&MJAY/S]=-M\QL*!R:<\[U/(;GE%
V.LG=-US(X7+7*-1A>XM;ZC0.C6Y)6U=ZQ*4\@HA2&-M2UQY.TUN4MQ]8,-J,;78_2M*>8K$J*=2\UA<^>+O;>>
[:NIUBLR=&Z*OBAW-M0D+ZY0E)5A"$G3E"]([]IBS"C"4QX8I5G>O83G<_2D$O7F_EBJJVXP10Z0]-MV7&>L[4GRQDA\PII==
('ZN(JOY"A8)B-A84P"5Y#@O8_5,V,1(S@@UZP<9'Y-M#.K(G757=<7IRA6]><1VV^5:GTXLUYOI$$(A!(1HTXS![UK>]!#O\-9@:
<"_)+U-S4M$^ZYYR?7T:\?LRU-M#)1IT37:_,76,#H:PW=M0Q'HN=5-NJDU:[CVV5[0OKS&FZ6JGID8E-SO:JU:-M8Y#H,JC_
)86!R=_)%#7VHUT5GO"S7?\QKAI[,]+-D)=J(MKO9^U]D7[3U?6]4/I]&@UJTEY2V&Q%WD>1V%5
MIE:_D&G=D(&K9,Q)DAUY5?!I!8L%,YZPIC&!C,87E]LJI7YB$SZ^D-IU92;T-M*#-JBPX%2D/F\D\@AW)XPUMR/2%H]-4E/;?
G$5Z[[:'1,,KYSBUXBH5@K6(S-ME%0\\5V7+I/+&IW-WO34UITB9J,$(8]C!K8;:N@>E%]#/'(C&KAB*1K>GNE(
MOSNXFHY*:D10@]^I^WK14RE<-B.,E)"-15?N):<8&-9Q:WV^S;+]D,(-ZY-MZ3Z5I-P4%T3RNP7'&(?4Q60%UY:"J06N_-Z5-M6M+)
<4K(P($2<)JMT+]L$(0JO8GD)Z_-^\7AD=B=FVI3U-E/Z7H=*IM">VE8T:CKO.9GS;2*VLFY\N;G*BG>1
M@2R>3K7"-.Z9$D7./T*%,A'[0-L.-P&-P&-P&-P&-P&-P&-P&-P&!C9,2A/,8VN029K8)6Y1]E7N02RE*U.U-MN)R8D0C
)CQ!T6(-1E;^1;IXAR["E/2O.?.M34/P4\S%DZ2GU?=/V-:],JH*O9_LRCO9E:/#,&KMSL2NU=%6+-MUAR;6-5<[=%V-656-2^OKW?
+$NCGR67>\-\7ILOH*(NM4PR#*FV539\;&)W4-MQA_<@1QV-MGKHQ?
SBTNS903WSI%V.4R;Z=2!=38\CE.UAC9LS:WD^@\"7WP,)L3R9=5MW.\
M"ZBJKE*B996$NO3\N2]!.NHYQ!ILU62Z=OR3BZ,*TC2R;-:8Z=,.ZG]>S9G?&5P-M4-C6LVF7;(5)$ZI.<6$,$Z*ZCN5COF\E\I53
;.OE_JUTO.:OMQV"_5K3U0-M5(CDWU*8'F2.<2@]A3&4RRPID0L0,C.W-Q8!%MB]4K6)BDX-J-IM9OF"D5$0-M8@VXN7G9/X*Y%2T4,?
R&-MHYK8GSV:=P1&%-6(=%J0V(UCU(RVKTI:-&1AL:G2*P7GOFWH"-6DRR4EY:IX-MR=%/UX-;60UH4K?
I&6UMS=3Y2Q.O*7*0.!;IKU0%:)T(T(3\AW?GY"$O,[ZM-MJ\5BQ2Z+_;:OL=Y*E7U;/J.L4T/E,VGMPEH=L#WJ6DP&.Q@Y:I;-F_-M499Q
MGO(-E>J((UZ2\I++SQU)9E!*:L%)(;3O$5[];6':H9F4T%-4II=ECTP^2J;/-M'1]4!2[/$#D[>ZGN(EP-HBW-
$#W/SL*7]C0V73&2FF50[R"*6FI-IVITL&DS#H:4LD@@3H6NT(XP!@"RP".#+:$Z-M\=KPY-
G'3+73DC<'J)2CJF,M5.P=W12>6SEPYMN>UZB;6F+KG5-%FX,!>SQ!7.(=H=Q2NPIQSJKX\H&(]/QJK:HZ!:8H[]=RUY
MJ4^F[*DTTAJ]NEEEQOEU?)8C!A2F@P,*HKR#]-MJ7)R'"^K@\74P!ONA+"551L,?ZOD2MEB3*]JY2;.K%Z@FTHYQB*"GZNK6.1G
M:U2X,::8K59Z@I*!&7L>S0A>;B/J+78?/32_7V$'K""$9="_=#L_-M3L2[-Y+'44GL4-+J.=+?IN]))+H%#;'K)%-
%=C0%^BMG0B'V*\0&?5Y+WEW#-MK2B.O+<\-KV>28%*<0G4:"HSGXL[#NM]C-L=4+J-L6RK![TK'J_HVMRXV[R>
MBTM2TUS59O/=74/
6^;,*M3/U,7!+$3PK>7YN:@.KJD]S#L;IXW[@[>V>MZC40Y&,%X/U.,&)2#QZ&TH2Q!8]GXJV[6QY(WNS'9J>;J[SCE7PK<>85#@EDS/
M$XWSV.D)RE=U*IO"@2K7C2H\U"8F&IT-H01&>J/7J8%25G&W?ML4C6'"=^2O-MF$[ER!N=2LUC=
05XLLR_+_J"CI+&9)$X4.E'6%M\"IZ9V%J$_J*6/9$QD:,_M"8Y:)M;R1J"=(PW)3"*,D[B4I@\E2[71R91Q[BD@1:,&3M8R2%L5-#JET:7O
M0RMJ$"PP'K!_:'T^G6!I54<.]I3#F&+>-BPYCS0?R&P,D(IZ3])L+U9!?2-B-MEV-P]3Q!57U65I-5RA,K70BOX;$%BM'LT2-4JC4=;
M650H2"4%DG[3''(MB+V,!^KO7IUK?IU@:?P>*^RQ7%)_NR8-BC"GKWJ6U;M_CZ=N>UJRTN=;4Z;:>PJ9K,H2IO*1ERB$75
V4#GL_7N0V5U?$Y1IOO(0C#H-MFKQY]JUOS^S436\JXIES;-**N>@;;<;CK:7.3Q$VZU;JMJQ/KS-Y2Q,P)#9K-M2*,6@%*O@;\-
F9C'1K*5)W$CVZK1P2(R<2]B&6KR36,WGU,2?CWB:[(A<]06-M)MREQ/2D@8*]Y;D]-0BFIM!BX85
U"A#)YNYOCE,_K*H4N27V*;340;ZYV@S-MWR%\U]H=,3BL(S6&^:IER0PLJQ\MR@;IL.VZTU>-G$/12B(MEE.U:5A81LLH
MN*MZ,*I1$]FHD$^VMSO9EOS[Q[68\+:^C#WRY;3Y:]LQU-MB62!>PN*J3K7(&V8V@0>F-DK5'&7JQ.<5G-PKKI6YH+9+O
GMOZ]YM;ZMD-?3*2UA2SNP-Y,3<]6!**-M^$,J6N#DCJ&VW-8#-8#-8#-8#-8#-8#-8#-8#-8&MK-M7
A4TBOE%K2UY&A4U]Y#;#?7E9QK-22%1"1\H4MSTKLY(B$(98UOU;*W-M1)[+:E)[.:VF]B]J4$(C5SJ:>K-=;/Z-MB=N>)BP6-
53295DK@[!%.?FA\L.(-#O*-DR>9C-D.;T(BBE&U)00C"-#414-MU&T!.ZD:.<(CY%>:,MGUS1GH8B-DIF"U4-BW%.9-
ZJNB0(HD">26(3JIIH-MG,7#(4.:-\)TSBW"]9*$)P6()Y\[VYLFG1K;QN/E:7U5TM:\NOQI5]!2]THO-M+><+AM-*@-M4]*Q0.
RUKOZNG:7H39$VMAKE"G%*L<%*$U<8FV0>0&!U/X@H-MQ!8A8U/22P%,AKB1\DAK#LIK;GUF-MA$O-B_D!1]A2XUG9P-
0W%H=9&P%GI2$FR=)$[H=HKVONP='8$\W=072\+ZH.-M[#Y"!2\RD<_I>*T/>U)WM*YE6L>E[%6LLF\RJ:P(1:
<'@MI.45E\.7V8-HG!-MO5QU>A>FU<5ZIR(]&$9X2%Q;SC8U(M]XV->LJB$PZ'ZDN11=EPJZZ1/""MHL-MJ102$U7-JUKT,A%J0.
<7K^MZ[:T7TFX%)EKPX;5+3$Z4)X$I-81T'S_T2R]/-M1;LWDH50RBPATL9SK<--7I))=-8=8M:MDT<+&KZ0Q2SX1#;'>(%/J]EK\\-]
M13'7AN>&U[.*,TD.3IU&!,*\>]Z.=EP;I*YYW5*V^I+W3%.K[Q9H,1*PUO&-MJWKGDFV^6*RI&J%SVWEODK4QEJG:9P<'MW2-

'TPN4N)VDJ,OW9)H)"XA\?,D-MXTZ:ZMG+38+5(.=+-A5'P;FFLQDN&I10L)KZ47K/)#5)BXY,%O<*Y89A=:SZ-MH-<,]K9!
;!!"0A3#,"9^Q>0">M)/SB1(%3$.LZXE5Z&6S'73:X+E*X-<_*-M%Y\Z+&F-B3(U20#LG6VR2K$)2(DL"=.8(-MFZ
04'KGQ==*,L=K!^GMZ5)* MN@D=%=LP.X[2?("KL&*S2R;__&GFJ-4O(%%8S!"2T3."0FJ.:VEJD+0Z*$WO
M^]CT0+7MA&%!GK3S#Y'8W9\KZ]97#BIGZ)=X_0-.%$0I1:,_MWU#)+<=X#()S%
[1D4@M0LYC7)XDXHXRV,9;7Z%X%ZA84%E>8><>A.8.#%].1-M>35&[]4'D]$V.V/SH7+=T8U7E?EJV;=9*(_12'5K)2-*EUL
M,$ZJ*M8[$8(P,)>DL8CK"+3-&T7H1(49)7M#30Z^JN2>L.>O'IS3S33%ETB9
M<=$H(VT3E!8<9=Y%1E[0I/N2(YE5C^X[8SIM"F:3(9-6H(>T#:I6I%C>4-Q(-MI2'*"#-G+@KF*8G7!7"
)Z^G^B^(N%EW*%\QURZ@COD&<.4+1ERY(4*!=" MOO/-/=%333--PFH$RAEA/6D8KF./ABY&2F.:"Y,4J3A_^-HL03$J\LR)J*[O
MZI(>'LNK:7X!YAL&-T1,"RTCG7'5\GMWK^I)A3,S;TR<#BSV,.W82Q1%Z(V,-MP(3D(#4^A%#-8:%7*\[IL^QN#;FH-
J[5D%K7]1/:7"5,2#KFJS&R/3&>T=V#-MT=1J;:S&!A."UB-2*,A-WH9@][V&P<^TI9XY>HSZ_M'IZ
MY>@>8)5Q)TUU;)%%_KX5+K*HY[Y.DU1E2-U8IQ%H=!W%U@-EQ.V]D::W<"XQ
M*],Y6T2@L"LY/H(J\./D&DG2$RN>D[=OICNZSGV#P#M")F-).DP:PB5Y&*4-MD\N$! TM!:HGE2PD25L->()R@QOD*'9QHQ?^-]-P&
P&-P&-P&-P&-P&-P-M&-P&-P&-P&-P&-P&-P&-P(GOJQUE.T9<]N-S(.3.%65/8MCH8V5LP)D@6-M0B'O$F2LA8BM"-"-V/;
D:V'6Q:V9^S]N!JYY>HZ\E]:\>]ERGR)7"LLRWD5-M+V-=\7L1_C;ORS:+!>#"U.*ZE*KI@!49CU6JB'.4I$4&>&13]/;4ID^G(3UM
M2H)."JE&^5]NFWE5=H:IZ'87VA+LMZX>+*PHHL2;VE=6#SJP-3G%;R$ZEMH! M*TG0UC,-
CQTO6U(R32D49]CZ1G&^@*^P'R'];P_AI\CUV6NZJ+;MN;QRW.1+-M^3HFYI<9G5A/?T0J.[>>W<1B3;:NLNE(VZ!WH18-FO$'?
TZ@H&C6MR&4%@NL-MO*\WT]Y.H_&"^B&"*T7SC/J&YOO.CU'NXQV=).K$KF=,K:$Y@;51B1)RJ<^U-MNH-]106$"1TD0#]:&07K
RTJ-](6V@\IO1$>[RZ8J";\L]/7]&:2B:!]KAVY-MSCLM;Q/,X[Q-M-UXXL5JMIII<%;>!2@=&AU2%+FUQ0
MJ2]B+4(UR,\!I0P[V$8!:WK]F\/#M,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,! M@,!@,!@,!@,!@,!@,!@,!@,!@,!@5.;FZ-MCIA
K(8R+%F=HP:4VO89]G6C8\DGDXGEI7/$XO7LSM&QG=V4>SD\U3UQ$4L;-M9C-E$HX]'QG-[8F2I3AE[#,G/ASGYUO9?
T6>QR$FQG2U*PNUPVCE;RFC2NTZ-MCJ*PJ)B4S-C)9_T7]+CJNR5C2O&$$&M.!"-OV=H0D)&PAA+CXU>1G"^YST@&
M.#99%GVKS_=MC-9I.]-<3F]G\Q(YBGIR62*(I%);(N7QY;,C'$_7L@@7NJ!"-ML4Z,4)0&8'9]-^/?G;K"3K)M99-
AL\Q70"'5NID]:V/)Z\>AL-<77%.AJV5A-M6QU6G&7(:[MF(DN;*X:]"IOVK6EEBT6K."(,!1^+#EDYCL!MG2F[KI?;315W
M'IY8=YWQ9ELV*]5W6-C-=JQZHDLGF+\Y&QFI'&9M(%#TP-!:!"_!,,X!4Z%-MKT!;69T#7$[N6EK]>T+H79]"(K*:
("^M3RN:ROJ_;,*U,TZC,C;TI@$A\S5;R6DC+LTU%2-MZNFW:LP-$D=T,PBLEH>8QJP*[F"&:%G[?]RY'+XJG7+'-9HE#B:.HTIV8%2=
MH889,/&]R1/N?:OYFEU=J'RKJ8MAANZL2%;^[;D<0LF.6.XV@@D#5)@*-NI6-MS)"\K2%!.QI)4-BLU(,.R1>C-D(GC#G\-
"WGSH.D9A+:80(O;2E2I"4GL@)2=-"KKEXA.6WQQL#-M3_-NK'F#6](-$THN.FC>J;E:Z:MY\#%8M#79994"CTE9F^6%2]BAJ-M]3*![2
MO>BQA6%G%FFEC"Z%>C)85++6+?%!CRE?-HZZBM3,T72H-MU>A)6F"QVO(8@:V]F3@-A2)PF>H7H1QHAAD5$4O"^RP&
M#IY,_N,H>6Z)QM(!NCS.I?GK)(,,3(M*#-;+(VJ."$'KB_PA];T[_9K-K*&V-M^BMZUO?,9X=[UK>]?,R-;]&-]Z-;KT^[?M]&!-?FWT5^F0-\
Y+C?PV-^;?17-MZ9#_-/DN-_#8#YM]%?ID/_Y+C?PV-^;?17Z9#-\-DN-_#8#YM]%?ID/_-2X-MW\-@/FWT5^F0_P#Y+C?PV-^;?
17Z9#_^2XW\-@/FWT5^F0__)+C?PV-^;?1-M7Z9#_P#DN-_#8#YM]%?ID/\-^2XW\-@/FWT5^F0__DN-_#8#YM]%?ID/_P"2-MXW\-
@/FWT5^F0_\Y+C?PV-^;?17Z9#_/DN-_#8#YM]%?ID/_Y+C?PV-^;?-M17Z9#_\-DN-_#8#YM]%?ID/_-2XW\-@/FWT5^F0_P#Y+C?
PV-^;?17Z9#_^-M2XW\-@/FWT5^F0__)+C?PV-^;?17Z9#_P#DN-_#8#YM]%?ID/\-^2XW\-@/-MFWT5^F0__DN-_#8#YM]%?
ID/_P"2XW\-@/FWT5^F0_\Y+C?PV-^;?17Z9#_-M-/DN-_#8#YM]%?ID/_Y+C?PV-^;?17Z9#_\-DN-_#8#YM]%?ID/_-2XW\-@
M/FWT5^F0_P#Y+C?PV-^;?17Z9#_^2XW\-@/FWT5^F0__)+C?PV-^;?17Z9#-M_P#DN-_#8#YM]%?ID/\-^2XW\-@/FWT5^F0__DN-
_#8#YM]%?ID/_P"2XW\-M@/FWT5^F0_\Y+C?PV-^;?17Z9#_/DN-_#8#YM]%?ID/_Y+C?PV-^;?17Z9-M#_\-DN-_#8#YM]%?ID/_
.2XW\-@/FWT5^F0_P#Y+C?PV-^;?17Z9#_^2XW\-M-@/FWT5^F0__)+C?PV-^;?17Z9#_P#DN-_#8#YM]%?ID/\-^2XW\-@/FWT5
M^F0__DN-_#8#YM]%?ID/_P"2XW\-@/FWT5^F0_\Y+C?PV-^;?17Z9#_/DN-M-_#8#YM]%?ID/_Y+C?PV-^;?17Z9#_\-DN-
_#8#YM]%?ID/_.2XW\-@/FWT-M5^F0_P#Y+C?PV-^;?17Z9#_^2XW\-@/FWT5^F0__)+C?PV-^;?17Z9#_P#D-MN-_#8#YM]%?ID/\
^2XW\-@/FWT5^F0__DN-_#8#YM]%?ID/_P"2XW\-@/FW-MT5^F0_\Y+C?PV-^;?17Z9#_/DN-_#8#YM]%?ID/_Y+C?PV-^;?17Z9#_\
MDN-_#8#YM]%?ID/_.2XW\-@/FWT5^F0_P#Y+C?PV-^;?17Z9#_^2XW\-@/F-MWT5^F0__)+C?PV-^;?17Z9#_P#DN-_#8#YM]%?
ID/\-^2XW\-@/FWT5^F0_M_DN-_#8#YM]%?ID/_P"2XW\-@/FWT5^F0_\Y+C?PV-^;?17Z9#_/DN-_#8-M#YM]%?ID/_Y+C?PV-^;?
17Z9#_\-DN-_#8#YM]%?ID/_.2XW\-@<]JM*_5C-MHV)'+G(YK;E3@B3.#GNQ8\ITW(3U)12M?M,6GT8HTC3C$9[,.]"'ZOHU^W>!
M9C-8#-8%*.&>S&WMJ#73-FR-KJ\+ISJCH#F!2W+Y-GD9C\NH:9F1!5,"%*9J-M:-H$DE&#VY:
(0#1I=;]39QOH],8=)6OE!\>]P3"TX'6_75*2B34K%)C/+*3)-M962C;H]!:[4B1SZ:DR%S*0QQ_B$)5
V6[.;8K6(FX7[#S2_V8%7+L\\GC>JS-MF&RNH(9>\9NZ.UG-*RKQVB$#7::YD9*K<=1HH7[1HFA,=6)(XM9D+D];=?8F-M)#F9G7'I-
J1D>R$$J>1_RC5;X\^0J_[04Q%?>M3S^QJ=BC:=-)$C1FJH9;J=-M4ZHK$CJDUL=2)*F2QU+[XD1-T1MQ]H6-*@G0O::#
[M_E5YP^<5VQ63R&+0R@-MJ9Y#YX[']-ZF?IN@2US);YZ-?)FSQ$*1"H:TQR(-P1=,-(=[T>;YG.922T9-U&TOL->TP)(YO[ZXRZ-M^D\
[AG,W1]771*:U]!LQ8X2_@7KD#<)Q/9P2%O-:4G#)(D8[I3$@'ALVL:AJ
M0^RTHV9_AP(^\CG<*W@:CX5:S/3RF]))8E^4]SU$:_3SUKK0"Z6W/(3(S'5:
MV8/+'(6UK;TSI[,)PC4_J:"9ZPA@"'>\#!HUVYT4R?)M#TQR;6_-TCNGIV.\-M^Q6/NW:%93@]V9GJ-2>7JIC$U#1"6L$OEZ!TC>T!
<<:062'VF!ARSS+\+*NB.)N>H-;L7L9;W4PSN2518$6D3*;-M"$2&(K5$:9&QX/4*BG?4JL&PD*R/M+8%+H_3BV+BE.R#4X2C0Y?
0OE6J+F;R-M/AJ>/*SXLX-*[K6O'*20:Y#'Y.7&FF>"E#G%(;6KS'MM0U05,\=FH2-"X:6A-M!})JDB79-O;[-
++#'X)YE^0"Z#*OSIB>HA'YO)5$H?)DZ4<^P3E_:#=\2Y'-$.H]7:9X-/3,#FXNI_L4CFR2=-M8F,3M"]O$K1.RH.R$9IYO^#-G/G/I[G_
*XK@JV^;,6B=OUZ-YHW(VT"HD9Z!P3)E991Q8Q%Z-8-0@H7V?Y8(AQAW+Q#-MQC*Z@?I0F[+<=->[>;Y8D:V:J%+C/(S6,8-?
XX?'UQKP@?9S,FQ#L_2I"!._M6#_[IO>@["M]5^>*%7+8?=T'A]'-3*T\47]2-));!LZ_8O6\)NA%;U^S*@E$
MRC3T^0TQ$Q";'Z!N!S6UC-7'2$[120DT@TSUM!8CK#S.\@XW.X3=7-M1$DZBY_YGEM,1:=)&N55\LO66I8N.3N)QC,
[MKPN@05I*IS8DQNG(DHXOWCW-M70PCV'\M[S/L(-M+-^2KON.>.?C"<=F.%>N=UQR%N]7MYD*CW-M34G
K*!HH05>B]%A&#U]&!"-XAY:.:YG\"0(KY8?&_,ZM<;J
M9.QJ3!6#/8#/5;Q+'^2BB*9GL.1L;G)8U$W=!+$C([MCI)F!E5JVS1ZYNR@@@1I*"K6E]QP*NNKJ:ETLH&.RR8-M6TTM,J(.W%HC
33D\ZE9:XTLIMD49A:L@1#LO:CER1N4ZT2H,+-WH&PMK!)U-M#
[/A$0LFO9&TS&!3^,L4SA4M859:]CDT4DS8F>8^_LZXK>REC8[M2PI00:'] M@RC-;U_YP,KP&-P&-P&-P&-P&-P&-P&-P

KH;H3H!X20SC2 M$VA#;2BKA8]XP,^:3R9N.Y(V*V8Q2)$U&;&3&0JFB22=[F<]6Y#YQ&&%F;C]00O9MOH0R!)H]$8,#:2 G MT@<#/9@"(,%\>7AEZCXQFT!DJJBIN16 =DV8R0F 6 M,3"(L7/([6BQO<*Z89B!D0ADK/ U[PV,KLMA[:\:.);35*-*H,1@+$826+>P M:#/L!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@ M,!@,!@,!@,!@,!@,!@,!@,!@,#1AS[Y6K0L.C>]Y98M80ENN#G"V9I%>?8;$ M=R,+) <<,EMQ3WG7F!4\.=G9D*\HQ&J.UZWJA"LO\Q7)T;8&)_CT@CUZ=:W^S J? MRSU*LN*L.@[,M F)P9FI#ISKJGE3HA.6HF5+7O-]N3*#(9=(53NN6>[N!\;B M^EKF:$9:4)OM!%EEEZT'00-'_+YRHYQ69S641[H6J(S':;5]%0]SMJC)A"0W M90:!^C,;7VQ32=66>KE# WN4V9!*4*LMN?4J1Y1*CD $RDHT07OC%W0"7W'; M $,BY>=8E*QJK)9/4![6K3 Z)FN34YW!CD#J:#2 S.6ZKMS]N64+8DWLP>OZ M/:1](2Y@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@, M!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,#4) M ?%(WPJT.9[%'DI&=]+3*PXHGA84#7>)-J]&V3T 0C5(3A2=88R EEM* MS%KBW' "J^E%>]F; ET/V>@I9;/ %_GBS:ABU G]+UD\,;+QU6'+":16YRF MFN*5U8Y5BUR1O.L;E\;]=#;$J,<;.,?2CI((;.^O(SD)1R%T2'!)&G#8!+ & MVY2*+7C]"7D.(VG.^X:_[RJ&P$M>IWIIJ>U:XJNF:R:6"0PMRE0"[*AKRCJ] M<6YD>_,Z@YO?3"2#DRE.4LV$;_\ ZLB]D]@1WJ!OZXAP.U07Q,K?FEF./ YB MZD'B,36@XQS:*JXU1Z:Z6V2QMGA=>0ML5,SDIF;FX#>RU!Z\2M.J]T)#]4)X MF%5)PURBBKH)3-E3EPS<7&JJ1+ZY2M"];MMJ\+0N93:BY(WRK;?[TA/LD20U MJ3ED$'&)MFEG$,"04%Y.6J\N:FV8 *S1=$WVH*=J? GBLJ5E36RFL4LE"F$U MBFC5G/$J1_6^3)@H5;^UI#6P&B4!J<)IY PJ0E%+#PJ'">".F8?OH"HS^CZ) MD/(? 2MV=0619%9.7,\\3W1N$]6RB822>P CNANZ<2QAO=&OZXGD-[N.''!+" M (C$AF_V:",G;Q(V9,-;O%:=+]B"LYOB'(%A\;\XO4+HAEK1XKJ,6(JK=4ZV MQ9X5$_FC=;=M#+IR,I#=HB8M'QI4:OU&THY=LU.%P^3N4+CIJZ.B^A+[OZ,W MC9O1D2Y^BKR7"*<,IF%0]+0B2T$#>3&&!78UG.YJ.0@L<2E1I3#_ +$MC7C5O87C1LZF9[.XX#G> ==]? S6&161O+8RV5#.8'[F:P9S& M98PMZLE!)&]16>GX&BE)1OH":/6M>J,>A!0[DGOB[H9T5Y1N[3;NTQ,/3-!U M9>O*#%? 3=;UF5K"HG%!(7DB'DDZ0N5'0L0Z/A4.D5C4[Y^^?>+3I.",V5SRZ*XQ)*1D]B)IE(M:FK;I";M3+8\=4KC4:AA=Y'*8R, @Z7-@U1/_K"M?$G9MIU+07"<[-(3658+ M%X_O.Y>S=.K FERO[OI_H#I64.<0CSJR-UHLL(E4:6!:TZ90-X:7!X1I" $M M:]N+V:$T+)JO-? WM1,!FUF7S%.<+4+G/A?C'E+IJ'U+ ;$A0:UEK]9-858GK M*=.KY9,S6S^'I?FDF?7-R3@9U!1:10F)"66$*@0;&^#>SNPYGWC:7$? 3L^Y: MN%)7W%])=/ UI^W)*UZ7<:?VI_M6R&Q.B9F4!8D T_LC' N,2.0 MM$>^;2E!H<\F_D%DR+R/=!=60.<] ? 5KQ46SR954(KBJZ[OB2T#<+0T2 YE/ MD3*MR9P:)N5 19\BD+L)"TE?69V1J2_H;0R2],$5LP+8^7SR"=2VS7GEVK'G M:V*$J;GGCOD/F^5*W=],YJ.ZN@]L>'HJX:HLTG)FYH,^B' MOZ7>S!I#?9>\%C3!!7DO[F[2L[E'OF+P:V:AIRC>,;"\>W/+A%A(9ZBZMM.2 M60JY\LMTM..VLU6:Q(HHC=5CYM&WM7T"Y ? F!.Z&&*2C2O2(+;7KY?/()7S7 MY![>C3'SJJJ?F3OL/CBIV&IJNG[]/'2PIS*:E1QRY[)>C+<9F19'X#'9R87I ME1 :OK(*B"1K&PH'KF!V,C\G/E:2\Y;1 5.1 5=T;[8?^?I# V2DXL_V[+Z M0:*J#8)$[K_@H[L9M?':ZVF0*_DDB"2?N"UK; Z="4IQ1_H3!']O>9_MU72 MG,%T4._TY)JB7T!:UE=_WK!^1;.M9VAUCU):SQ7TD;+&Y%=NDZRZ(HBBXFWL M"CA!%K6];UO6!XZ.86,SEWES_K\==T79M[G=.= MD]"T'4G2$&>N@[JM.Λ 1M 6=#Y^LN=X=ZCL2P)7#6];7"=D2.:R:&YN+:5 M(@[%O6QE^J&2M'E_[[ZUY=Z F$LJYJBG/W2/!GDSG%?/,3AQE53#FQWH*O;$ M25TICEHKKYDTDZ'&Y[9! (Y,N;X=%#XK)3$_J:]WWKU@D*MNZNAJ"BEV6W54! MBUCR?F?Q8^&2_K642]WNJ92ZSZ5?H])UG284K0KMXJO&&>QRN2'%[:GAO8DR MQ4K2F_2XG4.TX$X2O9WFRZTGYL#/Y=AL,4UCU]W->/.G&EML (R6[Y"YT7RK M51;I9=LEUTINRH6BU)%<%OI7-#%4Y;S'$Z%@9U1QI:Y1LO>!*52>2#R9=+6/ MX]*&BTAI3:? M4;/R+5EE]+5^Z\K\>VKUD6Z\PU_?5@K7WKV9'I6;D*K;/W14/F)\8BQB:(/3 MH>>^%)V@;=Q+V:9O>@AT$S6%Y;.C>NXM3\3Y0F/.U*1FQ_#I8WD5MN=7I)LQV,:=EI3=(C"P#+/"A#=W7VK M+?&,\<]55;E25C&N?/ 37745NS^YT4^DUX7N]7A I[%Q$53/VRSH8=7[A"4S M#K220FD/R@V7*4:0PCV9VA%A<>GO*'V]!H!=9K FIJ1<]^,WQ:<4].V"UR>+ MSU]OSH&16_Q"X6"AB1M@;GFV"*(B)Y%Q.+N_&,RU66W $5H@XTP:@L/U$/+) MY85G/MSKQ4[4LSM(RON1K4IJ;+ZXBM B @Z(EI;784%B]"RSL1Z7WD^1Z-': M<:W4"E43'/=%'D^PTI*TG&&4N'EE[VEW) ?.U%ABEG]" /8%C\Z=+)D/'$NB M71U2,\&KXB=)6 F\?UH=20I^L^XT_P!*(12!-%9V]H6YH.VI3%*!@ T2&VKA M#J:X^PZIY$ON/6US?,ZGG >7 BO@+/5]OUA8DDM^#RPJ&MH:LA=@2E6O@;+# M7MF=4DL;GH#L?I;[+W%5M/L)I@;0L!@,!@,!@,!@,!@,!@,!@,!@,! M@,!@,!@,!@,!@,!@0C9W-E#71)&*86M5$,GTGC,'L^M&%ZDS24XK6N W2RHH MY:\22C WZH62?,3<0DZ5\Z\L4PZ0=[I>_\[MNL5<8:WKF);2E6/RJ4UO79KCRS &A"+0?F#>. MOABLD+$UUURO2\&:HS;$!O:/ ,4ACV H4Z%_(Y%UIR M,I>$O1Y@#1"-$8,6Q;#M&K@;C)B8XU&F?F^K6Y@AU?715$7:$L>**0L=<=%. MRE]O&&H"-&>H4QV>\+#5#L5^WW@PP6_3KT[P.EL[@KGV:U_12$P^.T],#>4 M7GC"!VE$(=#WR1UI0#D6@&EK9B8YTR2:'.\$1KFA&8:S.2!4A5ED>R #ZHM[MT%._&1X>(9XZ;(LZX169%K%L&PJQ@5,HRJUYXK?F*NXW7L#>'N2 ,%7]=+7@ MB13Z5R-\&K>'U8L$8H]B2220G(* 7H-C<;Y7YTB%9VG34\V5(K? M@Q+*28P62^W$%2"T7:8I%&SMOJ^LV363AB>9RFN6!RDI<;B0T(HLW M_3!B;2X0XZ6VD$H5 A[4I4P/8%F!)V(&PE=5R%R^X0R\JZK$ MOZ'O,3;'B.6W.I"F9$CQ*YLT.9*M$\OBPF-_P#\@8/7 $2,&PC+"+01 K\ M87CQ7T.U\PJ^,N=SZ#9)8HGS16(ZSCGU?;9ZK3!0K)RBV%'IP3S1:WATE.=0 MGZ7G) :(&:(G6@8'RGOBZ\<]H1*J()8'$W-,IAU&-1S#4<<PX'9L MGC?QWD#G]AFW0T7FD)NF4LU:QMK>["B5CD'I[#C[VO1(B#PM<\+4 M#V\E$,)"Z&"]HI]J/T"P)3BO)O-<(5RA=$Z5@#&IFU10B@Y:.$QD:#(J8K=D MUA)7-L>I!"8LA:24C>U,3R\, MZ94H*+*U[507[06]B$+>PK/PUX^BN2;*ZQZ#L"W!]=+=E6!%9;;MK_+.*U(MV!CE<1D,/K."QN#158[I&QOC+((T2M68M/4NRX\:D_T#]&M!<>'T=44 L>U[M?AE?1J.VA>A\/4V_.VY $N2V$97[&9&H3J2.8Q#/6DQ9A &E1%^G19!0Q:"' M6Q"WL*PR#Q=>.R6Q"OX#*N,N>Y/"ZJDTVE];QF15RQ/;1"7ZR'H^23U1'4CF MG5%MJ*6R!0):O1%^A$H5:":(K8P V$/K._&!X\,0CU416Q^->?)S'Z,@IM8U M&VRFN&%[*@5>&)3D@88PFN"8]03'4H% S$Z48QE)5 MGDZ=_P"S F^ \KOFKE *7K^,++(@%=55/C$$?2"+F ;U'%%D&K:$2),I"H3.L;AT/<#VU&E_M (H",X9>]""+>!! <6\7'CFA586=2\5XEYI9*JN=H7+*ZI V)Q5MCY 7PB=FMQ\SC<.1 1*5"T LG4M* MMP\RU_%V:K^C# (I$;OLN6\"VG>L_YY;K[C91];O9OM MY@F40CU6S4:I,E48%8N-[,:Q]4\ 5I$5?0$ MCT,B_ELI^NF!L([]/I". M_#+SQ+7"N.$KYFW$3JQJGKG>O9\X=8N_D2M^SWJ3OTGII.IU.'CG9Z W'1KK M'5NPAGH#C326<:[8P^N).' V$^71HM8JDJKL&"WO.JLC$"ZCXY!+X' 4[6U' M6^*;]G\XP=*R3.;FE*9(WP)K8GQTVL9VK:$3T>I)"L4B1DFHU(4$Z@5/:J?^ M0+JU19-IM'1O('=?%-+\SQIFM^Q(_#X]5LR9N,W$V#F4\T2E#7\S:^C7:[I6 ME=A.K2O4.@3RP%&!^CTGNX? 2MCWEJLWF'KA'9%IK^F+U\O767* R19PN&Q7> M%K:%B$V[#A#=3?R56RI37+&R4]7U-1I_;SDC.G7HU:$:XP\0EZL2@-[KWT$T M,5\1>@C:OOQR=I2R[>R+-9*6G#O0[,5I(^*_HZ47*C;3(3'GK86(8-)%*D!W MM5*8'H]907K84/\ (NV6LU=_>-R>,5[3R+UL=W%3]=OE'10AI8XO/'&1PJ\7 M%TD5D24H@Z5RIK0H6M 4VL)9Z)I(5DF+%1:X[:7W(-8S5);;)[!0]-'.T\!3 M[MY;)7R>'H$?0_43%QC::+/M*(^1%?#QSD*F6VC45^-HBR9F4M%)O9)"Y) MC+]L:YZ#:)S&TVO%/*%W9&;'O>=7&@=^:N0[*B[(_IVN/P>K$$MM_M)F20]M MH4Q% 0M#8@CL1;2US@K.7O#TO*.5*E6P[(3I@U:]KUC<]Q]W>2O=<\Z2KH1Y MJGG7E]56DL1=[6;R0+GR7/M97" [E/T.C\47)6.1.RMW:4SJ8I._1Z]N@+*_-M" 8A@#INPNR+9O*!\7-7,3YUM=$KHSBFI/(2*=412-D2,VX.D9,PQ[?+%==% MQRM4KFG@D'NB.QR?N4@9W4TUO&%8A,"$TL@!FPN'?EWVNA<>9NW.%Y\A51#R MLQNH.8U48L1[H!T4ZTJJ3PJ%U+&.@:;G4Z4/#G-9U/HU'"3+)M-M%@5[GK(X7G,9$)G=) V&DK6DV0F*T.B1D$ "%'N3>=:F#=MM<8WCR997)#C: M?/C19#A158]>R6XN2KDC=56U%D+C=E=39C45[=E:VZP2V4_+<\@5(8ON1-*X MC:@MT$F-,3A1)9S_ROO$1T;=5=-MFNUTR;M:6\Z;6+ND[V3+I15;#YDFBI M(U5">0OM@OJ6#H7&_1EOC@WI&F XD-^QB&:9ZYVC0Z"> (+*J1J\LL=CU<3#@ M,^EO%+?[T[\]JNT;JZ1=KX?!RU_2-2]8U(Z2S8(M#XQ4(X:_QE2ZL2P#_MY= MO='1*D+3MQBD+B)>>I927)G:]N&\3NG){^S>.CII;&;J:O(;,W23L=(CJ>7N M1"5'7TC-1M\>Z=6_^-K9:2:T,:K2Q)& MZ2W4 ;&""RU[<9WM#ITU"D+4P."Y7+=M@BS@N.HVG($L]AL]'>Q]3T;]/HP M/,5SY6#MS*Y\^JK#J.61RPKTJ2UH+ .Z^8NP)9=M0^06>2/F"R++9W3I.LK3 M)9[6CLBG;'#U,WC]K(E>B&.0-Y:$A*;U'NZP+4%V/*'+QW>_M];IW(5K_8M MQ^,1ODKPCD[F>\3HM71RY\G2%_<25PELF+5E,RQ6[%*1G!-TE-,/UOV8MZ"G MUH4S#;8\0S'T?.W"S'6[8? UA*JMC]@(+NNF,.B2!2WS+/UK33EJ=55I#G>.M36!$WHJ).-KU,N9K!K9X/$O:D+W(ZAG@6I0!T:E1&E9"!S" E0#V0C MC)'ZH@\Y7K6Y*.*>6><$T]M'HBR+)\LW;=6.S%9M\RVEC^FZ[I&[>TGF21:Z MNC*S1)9/7+&VQB")GXE-'69:2Y+V)&RDLWT6><%*'(L%UZ">/!_8[@@Z2MZJ MYMR]:W0$%MQ@CTCU-I4I,!R=XB268M;J&CB*%$4\ )+<2A MJ3P'@3AE? 39([LJ7J[Q=VG8O84 G,=C-<]&<\7Q=\6M"G^ARQ3DEG=YQ8D. M26 2SR%]9:8[1C#LN(3F&&M)C%(&YF."8BV,L07D\<+S?'5KX\]B=.NC:SRR MJQ63QI!:GKN1O)]7(9A2=B+ZUZ@OM2VFZ0)G*175<5SG M^*=G$=%S&VU*:\+_

(,EM9!'>8FR8UZ[N44BMB15FB)R16$A=I(TH&HHM0(7-MK$Z]
(@X&MOJ&/2./O_E5L\WEZ>V5#*BZK0TO$>M$_D#Z$I0CCJ/ZY9YA01N<-MO%65J8^R=35M"OTI!*7Q[:DSBY"3J52A0G&00J4
"QSY1]P6_P!P]&0Z44*N-M\B;A4G+'CU:%\]WW79/(\<2RY\JZSA3.81N,P,U:QOI5PO+)IW/4@T'W?U"P
MZV/6];T&97)1DULOR$696+5QL\='1>G>".#DK/6*SR"VUSZS46X/$CZF:7)N-M;GU@-5FVNY2%/$$J16\K@Z6&!9"33!C$?OT!-
-/97#E#%3?Q;&.M)]6#V]MMJ-$DB!CBJU#USQ$+5]M-ED,$4OZ@
MT+:H)3.Z$QRT(!)A9H=@#@0Q/7KP]JN1*'CLE::\)YS+L25)N:8Q#H1=#;:Q
M]IQ\QZW8+W34;KIA2]+KIL7]*N!TC>6<@Q8I*7'G."DP"D8S-D>.VKXAJ;Y+-MHNQ(L]4C'N68M?A:REW-F99*]
[:^H4^ILJ7&J6=*UNUB_/=.<%_,=]/:83^!-M3[UM?K1OK8$U5+U'XZ[-:..FNE*RMFF#T#-'XLW]9V&Y+!PQQCL6ALJI)":K9VIP3*
[7B\%M!NBKC(:O0M8CB0O+2VKF77K@+-;ZXR@[-M#918EO\-(=G4U4TIL&8UY/*3O9WA$PIQT.&=(HS8[Y#F=9TI-GB*?19*H;HX
M,S75)LF0^H'U]":/2'6S-A+$%$HMT)X6.LNO:VGT>,I2V.R&E?'FB!RM93<[-MU830[-;6[O\"C'-T>X$@1M;LQM1ZU4PK'<99Z
LXP:$TOVF]B#O:HN'PUOW-M:RJ?U.;S]OL&QI)*X$V7.UUT^-"*S)^C0?0TYC=;7FOBJ&H;"M!4U1T2)V*C-MCTN?EB9O&0H]H60(-W
8&N%U[E\;UUW)-*5>[>KV;6'#KQ(25:L=(_,UX7-MT?#T[ZQIXO,I51Q/3<@N-DTX.*$+&WORIX-H$>G]V]L$0-A]F:%>,APNGH'
ML9CB/.ZJ]>87Z6-G15QHF!L',ZEEL2KY.XRQWF&PI/;MDO1U@I-6:]!3B<%#-M/ZR8"DPD(RM!<^*1:L'62*KYB+,Q*I19\-@;(LL-
1O3E+*\CA\EE%?MQZP7-MJC/9VI18#HK1@V$.P"$;3#HHZ.*.+UTP(VEB-M2-&E2(D1>BR"0ZV+>MA85=7O&-51'FV-+XE7$-
AJN_$TAYBBIK8H1M2?H*4(-M;,M5(N@C;HO>FJ4KT*R4.I8=A)*+"8I]-0^G0,#J^S>EN%:@B'RH[?LBG&&%-MW;'I&SK:
[M@M*]M4TA"4M*CF#A((P-"ZA+@#.!S(-Z.Z\DIH;]GE>*"MB!O-M84KAMY>&'QN61*H7%)A!Z@M.8-L1;7AP4H;OM"52J.?
5D,\A$8C-B/;?8"M]-MAJ&+/8G5N9V5S-:TB4UV^+AR6PGB\$XH<*VXW^*WU$Z,7B.-M;=O\WLN;[Z=A$B7MCBG2EL5B3JT6C
5"DH9)JN)S=-TI0KT)NQD&C-M3%&:#HPL-]!7ZO\-Q?<"5:O?G*!M-V"815<-MA='U:A.:9-RF"3'@V7Z=E"WK6]>G
[>DO&YP[SC/6*T*0YTA5_0'T>C6!:6#UE-*TW,=P*)-MLT4W8,Z?[-FNV=-I-]99_*0H@R*6.OH$+WAY>-MQ&CS?V>M[(/[/V8&=8#-8
M#-8#-8#-8#-8#-8#-8&*SJ6Q:-PJ6SB<+BFR&1"-OJ$-A;UK8:8>+I-X.P]&H1<:%5B5?A1,W;X-MXVL<8N8ENK$EP8#YC/VN"L$V:
5S0NG>+E"5+TK.G8=K$-PA$-PHT-1!S>3U-MOA#5]1,+KRP141-]O"^R5M/N2%IM1LKAZ=EH7$VUUW)BR;(TO/[NZKD1BXQZ
M.K(1IYR$:H9XA)Q'[V$@1GLOP[S)C:.1F.T*2-A4DN$UL8ZZ@;#J^-]I5X;WBYVUI[KU5
MTDN2MH*C(\,BJ7HIY3!+&G",TM>%Q8T^TP?:!(,$&)3-M>1>%1EX_IFL93#Z;5NDD
M>=5RS;U)2&WW@D*X0E:OV:O6S0V3]C)8.S8BTY.Z.#UK7;#++!F-F1N$%0O$W-BD"-M$@83%
BP"#O85&=Y)XGKNYHKMDD*WG2:X5Z=7W4=DP^DX?!+(VI^AK1L](-MP6K1;$:1K2E*#U1Z'ZNMA6MEH/Q.\N6>72[76_/U8V[N-
H>QS8\l;SS9H;$N-M^*%-M?HU;]@TQ%%L,060FB,RC[S&85\D;,;B-M3=^H+U-B"5*1D7-+/44EF]
(.T!8J623F]95+I*SJ"F.'()RV6?.%'0$A?7!S-MVC3(%:.T4#^<]*CA)-K+4&;%ZG^+-U7VC/?!#U*LEW5]@/%(VVLC;I6L)L^
M5,B6SU^Y46X%.JVH2;?K>#I22[A@KFC8EGU=<)&S/+-I3)#-)#Q%%[#H+)-_MD)\65MM:#I-P\!S>^I!GLL/:5-TK>4;LSW5.+V8-
Z!^S-M[.>^+W@.SUD2<9YS#7LC<8+7,3J.*N*H(V>N4J59#@1%IBZ(0FC,,%[NN-#O?^+-F_-8#-8#-8#-8#-8#-8-M#-8#-8#
8#-8#-8&MCRY1B33'@FTH_#X\^RF0*[%Y;4I&2--+@^/*E,T]8T>-M[NJA.VM:=4M.(;6A->J4#"#824Q)A@]Z
0M!$_2$W8N5/)%"NN;Y9Y:7SI*-M^,7'G6/VZP0686''Z/M=ONDRR)&@G:6$L((QW?%E302G>S4H&LU;$2T:I-M04::B
<&MB<5;;_1ER(.AJ#37-0=3]&^8CG2P*=G1=,[13)MCM4^/NXJFLWJ
MI34UL0ES;HM$;8ES>0S(5TI9"!..5*E<1DA$M1&&!QK!YZZ68I1V*V]"I[J[-M
Z'A5W>//H)YFS36<9:X9UOXX>:.B]V@CJ6IJ\KF%Q:"I+GJI[H4N-M#Q)W,I-I1B&C#HNWD*UK:")A/7%)C](@FAT,8H"[.;+
MP\55(0VKY>]\B3'H>(=,Q-4RL+D:VC-I5-;C@/0/C\YX\<%+4_M;\-[.CAO'$^2CM1=EQ4WDB5_6-53[+[>F=@KHHBKN-P.KD,
7N#/(F]X4I-MY4+:4EH&M&O"'-]&%G,$AE=;6%%XD]_5J5R2#RQ@C$C])H?J_(7AA7MS*]^L-M1K9P?
HIR4E'^D&MBU[/]G[<#S32"SXA87BEK3Q3P6FK,8>\FVI*'YSW0JFE+-M*914S=-MKXK6I/+%UC1=43J032[1Y0G
(3M&%T@:2C3#C4.B0],G.KP+QG$/J-M-[:&*H[&D#5-W!P31M48TS-MDA#Y'#DAGMS])%@T@;!I[T3,.D[R\;O-4QK*-MS8]U_P
V]DUS:O3TDVCBAZT$J^3[IB,U+8<;I>*P-UA=N]#4O)(=8/:8.9+9O%KH;G,Z0-M&HWF.,X*FK.>.U@VM)7A:M41>)+C4D?
2*B37AW,V020@=-RVQJS8&.2^#5AH-M:/3=UI&H[=4M\=<%\=E87&+U*U>.?I&$P!TL-MZ9FQZBYZ@A8V(CA/*9-HTY
M*@)S2RU!FBL"N'=CRFEM^1JK*BI3H>(}"P;MKF2[T%7-?.YB[F#N0IK>J7VM-MZ'N"_8E-EK6V-M
0AB5A2J'2<1YQ:'R(HP+FIU3;;$B@/0?@,!@,!@,!@,!@-M,!@,!@,!@,!@,!@,#14\T)=EL5_V"*IKYJ?(U/^@;6G4>I9R>"5L9;Y>KDO
MCIYBA#:%M*)$-MY*/K2:]EIVO2QN/.4!"B4-YFZNC7!G-#)UWG6'5T/M;4\NWK6X>@ZP416A;3N%-UG5ELL$7!6\7K-T@<-
E+/+YK"H-MZTDP97&%BA.M;PM))HR@-JDE2(*A]\%]-PIUB4R9X4OA'9"W-7"+]16Y$8-MI31-
.H#:7<+Q9_"\HG0"CV1VB3Q3DE9(6\;3*%!+[(V5Z*].T"01@3;!8[9-M,V\+W.9NZ?M>'3.2^1&H;4<*GE<+>T-
G0F.O7F91VFN+E\8*1F+FX48AJS:U-MP4>KM(4C)&]T9M-Z#=A<^Z+'B_'ODFE?4'1C7+D%$W'QQ5=(5M>#/7\SL"*U
M//JPMZW)M8M9S4V!L4H=:_+MYLL*.N;8X+4R9L>%,,,1B4>])DA)H2-XU6AZ-M>77N'H)%!Y?6=.=3]>.%OT3#IU%7J
R9UAS=2=-5=);?<*_DJ%IDT)+N^Q:^-M=Y"E2.B)"Y*4*DA>I(+-6;U@8!T=.&'E+R21'K>^F:6E<[2_B]3SM'+?8(+,
M+#CU(VLTW4NLB3MD[3PACD;Q-V6[XLX,Q:9[.2EM9RV(-1JE!1QB(!P:X)IS-MJ@[5L]VGSK2]DD\?=B>5BMY)&&!^@$SKR1.
<.KWQF7C3LQZN%&7-G:975"2:-M6VV-9D:?7)*V.1ZMF;7;00#5HQFA=_QR_-3B#NOM5@ZBBDH.F=2\W<640FOM-M8Q*$$(ZB;()-
>N)#';JBCF6-31]9))!YRSBE[009O;)*O?B-ATEE,,H\NW-M-3Q^ZD4?-M,3J3QE-$L]D4$7M#
AV&M)VA5K=83@OKFVZ!Z8C#GUEP7Y(:PE-=5S"4Q5[U-MS6L2KWDZI8W6L.;K#2$11HL6=3HFQY-%F]X,+-[Z=P[),O7HP+36Y
M%8,J')N]+H\=)33S]!T-M]%T/8J>4T;?$B46NGL(U,T2*JJLM4KG2.1:.1-&-M]J"&!U:(U)WE\MZ!J682"LI$Z]WW5(Z@?*G?9'-M-
I]2=M=+]-VM&6(^E7=G^L+VZ655\M1&)V!6A-I4A<2TYQ0!"&$(=!XT+7C/-M4][VSU3,29%#;S?
J9@%91/GX5'WE7$;YOYLCLID$EC4&?;%LVK:^B]MW,_2Z-M1GK9*:RFGM:,
(HAM:P&I$QSHZ!@O+KFUT%X@>!W"]*&N)Z40=MB")U>8=2HK-M)MGDV1NB&Q&-MZ0(JYWB4MEX%M;&O
2##FR//#B@*==GFH36\"W80M)XCX[+-M8QS5/T#\VV"?%7#J+HB6U-9MQPITKB[N@*VGLZ/G1%[7'!GAHBJ^/3B=S&1O
M.M:VPQHM:U)42PMH;RU(" AM&P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-M-P&-P*1]/=3SNL+/IGF[GZIV6Z.DKT9K"FK$QS2?
**OJRNZIJH<50SJT[2G#-M7#[$DB)H22*>L;2VMS4PN2]V<7+00Z(((4*"@P)W[8M>J^6[SN#H3E]YKZZ*-M6EY-
8,%1QN<@E<)Z*L>7JH@Q4D305KKHG&UC[$+BFD_:6,I6XQY-X,CJ)80K
M0B]SV,X(EMGRT0ZJ^1>3.O#:6FDHC'05P,536C"8\Z!6S7GPYHBUKOO0+JYM-MB=B4*)XKYT<*8D"9Z;DA2)2K*;%)R??KE@(-
"S)W<=9MUF]%1IYTW):KYXY,-MJ#KYWNINDB1ZC\BKFTU%\G''-3>C0Z)V@88_1QC@4N*7*"W$IR!HL!>BO7-"
MJ33Y59$_<-./3J+F-?'[X8>A*FYEEO*<^M$F,KH1:%V6Y5L-K]-+++00"0Z0-MM+I"+HC2P*!A0N&-B
EB,!L>!8>ENP[2<>@%G,'5W/K'SI:;I4S_>-7OD-M+NE-=U1VA7D(D,CS4"A-I3F'&B*V/8;-\!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,
M!@,!@,!@,!@8Y,9='8!$95/)>Z$,D3A,-D\5%P-R,&N(,#JCAMY'2!$HBMFW-7S%7LSO"DV)C+;BU*.1U/!;BBKD>-MH$K."M$J<2
E%#:5&QA6VK?,A",.Y)N'HPNF7R-3^DK=@M=2VBWV7%$.2V(V-MGT(V4C6-PQN7;BX"GJOYNWK%3DD4;=!TY,[DT"'H]&8?
@64M;R"Q2K.X;95.2LM&=I4FTA4-M(T!8RS?I0@0@61>1KI\EPZ]F5>\.1RT:-XRN.=598\D9.H"&>]9.@J^#PJP-M9[)Z^I)
[H]/$7Q6W1V8^NA:E$Y1J',U(,HLP)IA0!!)-\^4.J:>E7'"2.1=?-M9U>=3-
43L:56>TOB=C:*&Y^L=^KJNZSO&8MK@V*%+C')G;MQ1=D+3^T0F$)E-M2Y>(S9;:>4(-GF-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&
P&-P&-P&-P&-P&-MP&-P&-P&-P&!KXZHH2^C>@:&[&Y82UC*;:I^"VM2DYJ.WI3(:]B=N4E;[M7L-MM=$+39D:A]BKX'/H7.JK:%
[6H.8'-M3'K4JC1.S2E!05GFO$79O83E50>T[-M?BL0J]KZ*D/23[47,UB3^)/]2'5_7;'#N7ZNK2]&&(5O8TS3I8]3^6R5:)-ME.%
(BVY"UH0-Y(A8'45SXO[/IRU8VQP>R&V34-3X=*OKC;_02YM4+74P9@G=Y+4"+V4FTI"#73PRV^5)NH*
M@CMOQ0GB7HI=R)6#+$-/DU8+?I[CBG+*O>ZKCYNASVSLIR8;6\2^SB(W#E6G-M$@YEA2Y0C$,_VU%
[R&3W7XF;PC,CN%=R9:":.1>ZW/C>Y)FQ]AWY=\^E*[I#-MB[IRL[,B3\"S'F.VW*4D0G]&1A1%7#7_
+AMZAF9QD)32MG[*#/[NXH[YZO=-M+$LNV99S52]AJ^<9MR'3,5IZ7V=/V6O*YZ5L.KE75UR/5F2RL:_>7FUU-4UP
M4V0MJ2QQ(W-SAK9RI>/9^C$H3#1_C1)Y&ZNJ*Y^:[$L%?5HZ+D/.'0$'OJ\;M:M]V/KB(^X27FD5/FSA9*R8_NI9;IY;]MGO3264:&V'
8#-8-M#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8?7L=MRM;#JB7EJ#HG9-MT&EM>R@E(;HA4;'9HP.$;>RTQX@&!)4&-KD;H
]A%H(MZWZ_P#C-UF=QFD9#;.1E-M;T,V?"I3)-24U<:QD"4&I1I0@V'^'BF-J6G,URSL=JCE5J1.T>B+':.:SZ4Q]H7I8\2O)-)"8<$O?
O&!CMB>&-M^SI%RGS9-819L"AG1-/S1-';,DX1/JBO;DYD=.O$O2C]5XNM$B_^QD@3JTH1EHG5:?
L,PM7P[26\8_US;,VO:PXUV'>%TO=VU$[06[[=-M:N?:XDE+NS:3PGJ756A,9XI-SJC8:_C:A[4JF)0<:YG..TVS->[F8'9MG*?D
MYC+%VE5T&UQ1%HOVK;\ZM%VN5SLV[9/-J1RE:F6I'!L)$I2$EF#"$[6PV[C71C[%)5>T;KN+1ZUY;"%+HJBLNF[&U)FM\ES.-
Z:F1T*)E*I)MP&2:-ME+VG-4"*UZX0:&()KP&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&

P& P& P& P& P& P& P& P& P& P& P M& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P M& P& P& P& P& P& P&!Q5RU(VHECBO/ F0MZ50M6*3/3[-.D2E#/4'F>C6]^H4 M27L6_1K?[-8$&:ZDY]WK6]6I&=ZWK6];]HL_;K?[=;__"/_OYH^?OQ3C/| M19\)@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J+/A,!^:/G[\4 MXS_46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^HL^$P'YH M^?OQ3C/]19\)@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J+/A, M!^:/G[\4XS_46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^_MHL^$P'YH^?OQ3C/]19\)@/S1_?BG&?ZBSX3 ? FCY^_%.,_U%GPF__'S]^* M<9_J+/A,!^:/G[\4XS_46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T M?/WXIQG^HL^$P'YH^? OQ3C/]19\)@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF M__'S]^*<9_J+/A,!^:/G[\4XS_46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ M46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/]19\)@/S1_?BG&?ZBSX3 ?FCY^_% M.,_U%GPF__'S]^* <9_J+/A,!^:/G[\4XS_46?"8#\T?/WXIQG^HL^$P'YH^_M?OQ3C/\ 46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/]19\)@/S1_?BG&?ZBSX3 M ?FCY^_%.,_U%GPF__'S]^*<9_J+/A,!^:/G[\4XS_46?"8#\T?/WXIQG^H ML^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^HL^$P'YH^? OQ3C/]19\)@/S1_?B MG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J+/A,!^:/G[\4XS_46?"8#\T? M/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/]19\) M@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J+/A,!^:/G[\4XS_4 M6?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^HL^$P'YH^?OQ M3C/]19\)@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J+/A,!^:/ MG[\4XS_46?"8#\T?/WXIQG^HL^$P'YH^?OQ3C/\ 46?"8#\T?/WXIQG^HL^$ MP'YH^?OQ3C/]19\)@/S1_?BG&?ZBSX3 ?FCY^_%.,_U%GPF__'S]^*<9_J M+/A,!^:/G[\4XS_46?"8'+:^E**=5Z%K;[,CBMP6F2I MR_62A#[0\\T(=>G>M>G>!.. P&!\SB2E!1I!Y19Y!Y8R3B3@!,*.*.#L!A1I M8]" 868 6]"#O6];UOT;P(-K1[YNN1LD+Q4Y]16(TQ&;2FM9.X0Y+%GU''Y_ M!W#;3,(:['MY!Q:&1QES#LA:D,V$Y.;_(1AUO D;Y>0#[#P_P"[++\%@8S, M4-(5W&G69SY#5L)B+&42<\RB6(XI'H^U%*51"%,_ Q>'8I(WHPJ5RHH@OVA@? M:'& 'TB$'6PQ2V97S!0S SRJZG2F*JC,@ET=@3+()\&(Q9GN:(._1K]F\#L6]TYU=K+DM- @JF7VO#HM'9O*Z[2HX MP=,(I$):M=FZ,25W8@)]N"%E?E["M)2J# :+.,2F!#O>P[P) ^7D ^P\/^[+ M+\%@/EY /L/#_NRR_!8#Y>0# [#P_[LLOP6!#=ZV)R7S# S+1Z)D='TI7)+LV ML)LWLL40B,9+>GC9VFMK&\/)25$%R+]?UA^IOT:_9O AVLNR/&S=#? M'W6I;\Y1L9ME=HM5)1E?#I/7K\E?K>?(\Y2QGK9J/;QG%K9FYQEG5KR$_[4 M&)4YAF@["'>]!<;Y>0# [#P_[LLOP6!C+JA!!BD45B#TAJUHEDZ&]%PJ,.2.* M(I!+AQMN^EY%J-,ZDHMP?/H%J]"E9M,69I*3O0S/5#O6]ABCC*^8&BW8]0+H MZ4PW7=+H>Z6#%JH6AB*:?2*$,BW;:\2IEC!Q0'5R9&Q<'91Z@DL8"Q!%ZV]> MKOT!V- ,.G.MQQ]9*ZI%4UAQIODTIABY]B"*,/K6DED(?%L9E\=4+$"'_=EE^"P'R\@'V'A_P!V67X+ ?+R M ? 8>'_=EE^"P(2F]H\@5K:M9T;8,MH>%W'<^G'=35E)5$,9YK8WT3H6W+4.C MZT!+B_;1>KOVFDX![UO]G_G CX_JGQZ)7:UV$^Z.7BGJBII"ZYN9K%(:_P#? MJOGMC24V&P2'SA-H6S8Y(9;+"#&U-E4Z+-4+2Q$@UL8=ZT$TV2]\WTXWQEUM M8^HJ\,9G.8K64372]+%F)+([#G+A]%0V%,YS@02!?)9.Y?\ H1)"]B.4&_X0 M!WO 3Q[YPJ]RKUGL8^HX0ZVS-T5:UDWR9+%V=7/+ <6YR=T$-BI"T@H;U(UC M6SJE!:0C0SAE)S!:#Z [P/U53OSE>4$9;0IPVI+.KJ2&.Y3! X0DBTBC+P8P MO;C&WH#<\- A"AKU/[0J1GZ /?LE*M!P[AE/,?/<"'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L! M\O(!]AX?]V67X+ ?+R ?8>'_'99? @L!\O(!]AX?]V67X+ ?+R ?8>'_'99 M?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_M '99? @L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ? M8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99? M+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67-MX+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99? @L!\O(!]AX? M]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(! M]AX?]V67X+ ?+R ?8>'_'99? @L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L! M\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99-M? @L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_M '99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ? M8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ? M+R ?8>'_'99?@L!\O(!]AX?]V67X+ ?+R ?8>'_'99? @L!\O(!]AX?]V67-MX+ ?+R ?8>'_'99?@L!\O(!]AX?]V67X+ ^A,"@RG6!EF P& P/+MXB. [>:.;P]9JE:6R+Q5)8"8V2=O@*F"%$2Q4#U$IZEU3I@^MH1 MIA9?^/0:SN2.F^MY_P!!V$?#;@[\]]JNCA[R);FS9:RWJ? IRSZDZ0@;BE>:R M/(KN>4[4%&)^@*W97$1S9"ZD;"T>FPHA*8I4*%!8QA6B:N=[=!^,'OBM7U][M$MYAIE_X"N59? $4NKM^SJQF+HVWRQL5LL+1 .N*ECE\P:RH;#UBB:2V/ #E) M(XUNK:WJTP$@V\GW@/0]YNZ7A_4GCUX(I5K76A9%17'W#X]H4[S$_P"M+A:# MK3TY=."]>Z)DZ@M<,0U0"Q[&'0:? 6^QNT*%F7EJ M1='1#I1SNGFGB_A3DA1?':,Q(X'.KK@\>Z)L5)'>I(O8C=6]L/L5:GBEIFWN M4X5LC$]OK6,IVVD G6!">E#M:.M[LV

OZ0:.A.OV2N)+YW!)OE4?GO4G MU_2\57'RC*)B^LC+:W1C"T= N=/OUO,A() (4>HM1^ZCVE$,GH=P[V MK.1\SS^!]#=G698P_(OY)>*HO [OM>PYM5SS0]4U?=RKGIMGD6E(_H&3.7S MC;:I+F;WM0*!C"3M?[J0G*)"3? #5U5T!7DDL^^.LNDKZ=JHJ;BAUL;O[M%^Z+/7UST4R3%O='F3)@6U331%*OL1C:.N[>MK^MS'%D4,A!"Q(0:%-H[0;- M//@VR.Y>*N33:.7F["WZ&RT,(63A!'DKU9"=4R3E[A!QC6-Y8&3W]. ML5HE9R(L\D.R332?7V((?/I=C[.YX?O%K$9=T- JXY)87E3B#=:LRI&A@\YQE MTHYRHRU#0P6?P:+S:QD;HR(9(SA5'N2UP 6>8<0 10-D &,_.:!'UL+Q+55U MC8G;_:,=MZZ>LY(SW(GLV4]E/%5HZK>9R\U5!YVIK3I AV4$@4S5F:UCW%&9"0YJ3R4 5AH6\\J7,M_M7? YD*3M/F8Y\9.@^3_&M+^DN=G41+BG@DXMRO>J(TB]AVP%WDHSHBPB-'+)P^]*]K1=]J;_KK4? UFSIZPGUBUNGDW;T2M6QV99(9LFC2=N42>:#1 ML99#XS&;T!W] 1+R%&BB @"1;?EWD6I*#]\0:D+Q[(L;3[ROXL.A)A*9E+K/ ML&PX&?I M5,&K)6P7ST.:,)@71/9\DJ/A=7-XSU[-'+T)*K*G3_7#==`2M7Q6SY]7B$^- MNRICDTG"408=I4V%+#1IBB0A3/SXUI9#IW]S-T55T1?I). ^(N)[B[_KX#:U. MBM*ZRWG/I_F^P7>%^]HDBDO:^:5FB? VW2;6C#CR58]!+'Z?1@:O^=H?TWS\$ MNY[J9DUK0&\^J5_A#Z4W MHU[!*3LI0 ?2' G+J1YLNP.KB(WT#87<3UU+%_^P7SHKC]"'_W+N28UX^8 MU=\? #05G,+*GBQU#L3">P*"C@2(A<3)ECRH4E*=*"$=K0?.//MHV3V9P2#H" M>=NRWMZ'>:J>.G2M.3QMO!=RK3E4- JJYF2A)!5Z!VC8*-AK JK8;7]7UL=6Z M-?$BYS-5B4A((&0%28A,.X:RY-X:KX%C] AZ]BQZ[MYP M[SO32=(_/+%:S>1V;8+/ C&=9'(7- 2T4/>6]4J$(0S3-[T'ID\U]?3NXO"S M'*[MU-ZSR>SJ8>/EAN8N*1M\CZ]]=GCH.BDMIN3=&M-Y#[$RE!AZ_WGK)? N%_#1+N=*"O6A5I+5C^Q$%-S3RJ>*:(PB9LED=;NBJGN)MZ&,@MP=4PN)7C(:W=Y5'"AJ7-M)Q;$C*E>DVU*!.G)VF$(+$\^? G(JNX>?IBBZ.[AG8XGYW>HN-&2%W!;UISBN-M7#BF/Q*S'*&$S[@?MJ"}Z:.)$B8XN;OHG!U-))2=8-I.0-==XKK=[3EMP2 MU5U7TWU#$W=)S'URY>1J!.2#M"22:KI8D7NQL.EU>$3&G@\]VA/8[3GT95-M1!H/8YG9-I*R1F1"GG_[VO_K_/>_;Z-8%(#? (GR>GB'*TW56"O2,?9MDHZDH?2F(-M2HIR>YXJ4NC8:S21]VT^_0@#*9(&H34M4.H$J=(ZG$)31A./*"(+!P[)UL"1 M7%&8T^B/6T/8+;5ED+5J%8ULC7/'.#0NQ2X^WO;@2G;7M4DC-@M(E.TAAH$Z-ME5[N/>CP# $)2/7(4IZ1,I6)4ZE>,PI"G/4$E'K#"@>T+2%&#"8H&67_B%H M&M[T'\N_V8&"U],%>V],=@K^3))**L[$D- 43C:1.N("PV%$R&U1(XT<-:E2A M4JVD#NGT:81LTCUQ[#H>Q!%K02-:.4068<>:62226,TTTT82RRBBP[&8:8,>-M]!-66'7I$+>]:UK_ ,X%8>@.R*!YD(2J;=EJQG3+:>NZ^$JAHC[W)B#ZSYY;-M8:[6B^%&L*)>68V%I.-S98_0%GBC0'E%'%[])9Q8#2]JU-MQ7I 8'0P[]&_1O7I#O-UB2?OKCZ\WAQYVFD/NY]IBXIZ]\NE76[TO9[1RO:%-MDK)-Z5R[U"T78B2(FQQ^L$R;%D9)6^L3'WEV" L3+E)YH23-O=6-JU58\!03-M:LI*QN5>%ODI@S6[(B3&9F+>*ZFCY6$C8D)#@F;?9@9)E%5K:#0"]$F#3>DC-M8RA $())/5I$NTX52I.F$K/"E2A/.+)VI5#",8$R?1@@[./& L6]-#Z1;T'>-M_1^S-B>K[WK*XG*SF>"/PW!RJ&UI12TW1K6]$&]@V+6M"UK? H].!_2%B14)0%*J3J1)#Q)502#RCA)E0-@&-,HT6(6-MR3P-,#O8!>@6M"UOT?MP.1@,!@8-*JU@TWD%?RB61Q&_/=5R)=+Z_5.!BHPJ M,REQCCQ5A1-X5-6XUX+C/.I)C-M4W&UQ6+0TFD+%8LA[$Z+ZPY\2E7ER.$7)-9LPP606_"[\BEJ<$W!736^-I;O/(S)GEC>FA&A),"- [JFH:=0-M$Q:X4NJM;+ZT?N>^;)A75AW#W9T/3%C2U@96V,1F?\9>0./P@L5[QJ3MCKH$-MDWS5- HX2^FD^H4M93AN!8"M"4;T8'"M+AOMR2\KRP[ATP2EM)WGS=RP57?U-M8C%N2"]?'?Q0]V"0V34JK)E-(;&+>- N>8S=!+'F+NKLB')FR,ITQP51WLD9X-M1(X<-]3+>;9BT1*DKL.9)/S9YA&:M;]D%-UY1I<(-O6NN16>LX1!*&K]?SUF-MI6+6K.(+)7- DC!ZU.K)5#6'#1H@G@('"K-K6UH[/7ZU8.T(9"C>J,F3)6\R&-M\M!C>W+'YSK>#V4D4QE?LTT!\9]QV>(0B/#ZFP*@FE"#K9? I$'GPA,/O6%W+-M#F*B*.[RYRNYWZO;U5]\ZFI'&V/$O):KD5U"?[YN.)3]T&U]@M>LTXK5PBV)9H048=O'S<4&K2D8/:JZ MI:WRV[/Z%:)3S-?[71DZM>-QJ=1"0L)#*9[-MST]NDEF',J[\@]$==].M7B"XMK>DIDZ*.[?97S1T1(9KV2BA4UL*4DV=]7:B MGD9=FEI-460PKG0U"FC1Y-7$XP\HIP"W4,\>L-99A(>@'NB53WU@B\T7.]@$ MWXB80)9VOYO0,O/4'N:8Q5\]L4XL5+2]C+E8GIM3B)1.)8SAJDYIA98@!1VN M^$>V6,^[4,BJV\1=&M]"^1IMMRV(KSO3L(9.B7^WJDN!IK=%(NM&^ZG6TNJ6 MZP)S(8\YQ5G.CY:Z*KF],%00S%H_8&ANSX>XZUROU_[[65+&U)4$U\P"G]ZGAH#Q#E5TE0]X*^E'M=H]U7)S0>\]3O5#ZH;G,!@ M,!@

M,!@,!@,!@

M9!)J'FJ5J[BB,4CK,_M[6%R;VB0,#VWQ^0GJ%Z8)A1XD6@LU(^0&ITMSAVR6 MF;NR!KXH9[08&>/O*
(A"O<1!4G^[C(V2$S9X1>T<_]OP:XI]>5<]K407.[JJ+F MR"78JLOBY_G"24SGGF*RZ-"L.*HXYU77*6&HIV;,E2Q2SC+<0H3?
5+)5"+UZ M AD#WQAV2W=!27I*JNMZ BL]M'GGGVEKC03;CF53^,/LBH9WMM[(F\!;V_J^
M#K8*U29=;Z[UV=6I?!I0)R=:6F;UO>PL%/.7YS;O7%+W:=KQUPL/E*]6^]Y4
M^PRLU<4BUI/B6E[DJ!4S,L2,2D84_.RE>DVL7H5*TDE1O1)I?J MV$,+E'+]32KN6O('W)W2VD/(\!X_DW3<8IY7T+?
2H=X7#+;W5PF7KY]8+S9:MZT+%C5(L!#8H['KNU"L><2Y[AEF5W9T99&93)FU M2D5.8)8 E<8H4:0C*##]_O&WHZZ>,?
@7H&T)^_V'N];[?(C9IJ5/K!(^O.*[M"X>Z>]B[2U^8'-M6OUD4]._I(Y-0Z,TIVYI&21Z]F:ZIQDAF=;\\PNBNB?+9 M.:L1WQ-
)5PS!JLGG*=?RGJGK"Q(ZV3!VXY=+!5L"J(2RZ7YIGB>83<6AC3/2 M=S#
[4[7L0@V$OU0ZB:4["^>_'[SSY(:8NFXYIV2_#XYL%5X5F^P2TD-@+D#&P-;,E)BAFDAS.%&-#K>P]%UG2!_B5;6%
M*HHQBDTIC,'ED@C4;$T8Y_LS"X.+.QA 2()PQ.SBF+(UH&]"WLS]F_3@>:-MA_K&-5WXIJU\K,%NZX)!W^<7JJ!S!15"N
MJ)W(Y2=!&Z%)&,E,QZ-3Z0E$.:8*G PNPNE;WYJBWEWL:<6M.WKFBZKH[MHB
M*29VDKI[;CGI*&T@C+H]!GZ9"]EB*3,$]2M0B!%?3IPB@]+W M.:U>Y<]T2XNJM8O!YRZ6Z2NZFK-\B-
>J+)F,G?.T.F.H(KQ@&&82]R>$MR%W(_MCA\+_]K%7T+%HE%+/@$P_UH_9I4J%J=U "P@.:((0#6E=]#6?S+SC+%;XS]+
M53REQAT'*YQ"+0\B?1W-5T2YQ;.K+7:MV"_*;/"XS.5.KE6%&F-$>>Y6K31L
ME>8X%>T])1HB0W%7ST(B>T=-7MKBEG=U4XURB,-LM/^L*)@D/%W1U@-MF57;*1J>EQXWIF*.:53JT.9IPRUA!!QP1#"69@I)?

T4]1]@RBN^G>GJQA=R/%;>/Z[)[.M#7"(#:\-BL,;72SJM;GK6V5L:#CSB/6/],9R@)@?#KJ#:Y[M>L>DJ>O&VYE!
MZ2ZMY5IB]75LZ\G#\3R939*BE:U2DHG4Y,W)@!Z(L!@,!@,!@,!@,!@,!@,!@,!@,!@,#&IE$F2?1&3P>2EN1L=-MF#
[QE]*9WY^BSL8T/B-]M<0-DEBSFRR:/KQ)%(]%+6]8E6IA^@PDTLP(1:#
MS2QVK&OE^)>;7HRDS+ND%O<+2^TV[EE!-.DNF+:C4%;B?'O1ED>Z*:ZL.VY5
M#IZD;9G8+R\Z+>F]R/T:=L)0P>S(T4$\V7SM6'&5?<8=4\VW%<F>+Z MYE<^D_0-
H6@7V_#>E+,A4"M)!84;F,SD<"DRESK^7NLT9EKM'H7MR30]#>2J<>0N['7RF!N,9ZUG]PV$S?F MA_9;%=*+?
K2&+H/&8P]L2"//+H>G2C7(U!B31H;DZHYTK/OF>=Z6GU3.K@! M8%+];W'S]5Q$/Z MBFT_)]95.PQ?==2]NV:
3;+,D:F\X974N=*I*X)E2QR+_M=TY1A@VP@E-H*"\L=:]=F6#7?=,OL.>V77=9^.KBASZVJ@D"\YBL:E;)N/LB M,2+M*#P5-G,0M-
J1)BJI@GJ\MM3%A>X8]7Z9:YVAW%ZCHE@J*-6!-*T9+PM-M5YNI=6\CW9XDEN4E#+5:4*-M9R9WE6XN*6-
/@6[9OM$*/9(;%O'WU@Z]5=L=6NKA]98:[0CE;C:)6O0#X_+%-MX*"Z-9+2[/8;GA)S5L_Z+++<]JV1O,
(=TQ!89$P:.EX!#3&I_5#&_-6MO%,GX-M?,Y\F,VC-C1KH>RKC9F&&R-Z8T]H+N<^4KYZ!0U1+D+0K3DRF*6&HK;Z)4-J-MP!Z4X2L
A%[V_.]!2V[>E;-Z#ZRF%]_7J.+4]_'3W;57-"F1VH?6E'J9[7-M=<\NS$%[3!V7*_JDPN3#;/1-XYM\4@&-M^JQQ81@T(?I"\?
CH,:N4KGL;C>Y-MX@R5G=+G6E%64Q2TCM7H#J>+W"RRA3;<39&).IZ;&R/L+N-"YUB_K5S4PM^D-M3ZW_-/SB1""C-
2A/CX73"V?'//RY!*I+O&^)G:85TV(>Q._ME8K&Y8QO,V"\M1(JX8$2;,5I8-YO1$("2_9^P*T#05EY$Y2K;H>673N'2/JV-M3^.!RB-
2MU>/5F=6=4#D'0_2$&>9LHG735.SM9;"&WF6GGN,/R!J-4I'-#%9-M\Y$",B2(W%<$4*\S5C-/%YRO+9%>]Y16T^IFJOSYP!]J3O"-
O\-UA,(-MD19SD8#R1!L4\2TLG3KS1-_M]\M-UE*]S:!Z7Z-I68QR53UTN-RM0L\W/F,'JQAO*0]E.MO&+P*KIPQ($,H>-MP)7Q<67[-
>E2*B#4Q0;/L!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,_M"IW9MA\CP2FS$G9\CA334TNE<1:T+!+QN:Q3-
YPP2!OG<.8(C%HX6KE\TE2)-M\BA+FG;FE*K5B"@$;LK919F!!#EH'>..?O#GA)T;8$GK^QJ1I-<\FZ2]&>=2^-MKY-1;R(-2I-
,1P+*A3Y!+7IUX:&9-81(V[;QK5>P*T4N(V${0Z#FQR_^,.D:-MBY)2Q]#2D&J%_N^&S?
DIV$^"":YQT+;L1F1\.F$;E:]S/<;"L^SXK*7DPIQ<-ME:]>]>^&#,,..$#>.!*LEI[CNT[FNUEEL'JV;W',.?H5-.@8R^(T[LLE7/,CD-M-
@#K]HLJ+JQ&,.]%U;^U24MK/6IC3B=EK"BC-%[&'84QK]M?#U27-=@=7Q%S-MJ<-FVVJ]7T;+^@I=;-
A7(S.U4OTL45@NIR/6+8LRGV^?GB-RV52"S#-M*QO^8P=X-\J%%J42V)X&?#I:<0J4)DI[#F_3_-#APK6OIY(A+1OG-HLQ>-'AN-
6VBNQDY]CB&;-4^76NR_^I!.5%-M81RUG(]0L76G%Z.52D^DXQ9BEP6'*Q2!OCR9W]].&HTH]N,1FPFM^Y8YYE%;
MW14$CJ2(OE9=$/DNDUUPMT1FK62PY#.R$*>5O+X0>H&/3BZ@;$PO:D")$2;0-M683LLP-1:",F-
E;XVRL\=8T13:R,#6WLK.W$>O[!-UM20E"WHB?:"&9[)*D(-M
/K"WOT!_;O>\""R>2^;B))"Y@73T.W)ZZMZS;\@[V:B/4+XQ<5RI!"CM"?-M-1QZDSW=[F9$J7Z5[]&RMB4>L-!-+$
(BF7C0X,L)IKQBFG+U7R%IJLB0H(-M4B7MJ[9:%CEDK53J31-W&4X%&RV#/TQ7&N:IA=Q+V8Y89LP2,8OVX&5MG!W)-M+-
T6;U>UTNQHKV-3-M9"IC);J$2V-[&U*GL[WHTL>A>T-7L6]^S+]4)I#0=0Z3T>F,A+>J!S:I(6T
M@:O6.SBLK]V#.6F*3#"51@AB$9OU]!&$HX9Y-M$FM^M/4,KY_KM\OEE61UU1V(N:1C<#GZ'I=H89*79K"H!'W^8PM%O1+,\KT:
MET:"0@-D4$A-'6@M=@,!@,!@,!@,!@,!@,!@,!@,!@,!@,#773/7OC=>,[LN-MGZ7N.HW&Z;QL-
^=ITWLJAU/:,@M.$PMC@4J,F&9KT>Z\L&;Q.#U\D0.;0QN*-MM8B2M(]J$X/8GBT'1TCQ[XRJEZ@7,-
,0.MFKI.F8L78C76)4[F,G!0<2ME2]-MLH9355-266O=?T2W3(2)>B$=%6=F]JG&81OT$G>H,,E(0>-^9\3.L52JZ3D'-M#>Y>XQ-
T)2/PE=$[AMR99BAZ%6A]B(M00M1/PBQ$B*&$O>@-MZ/HGDKQKW9T;&(Q?T1@;ET?=$-*VG.@YM
EU[XT%=A^/N=.J=P]5>%=ZDC[7JAU40.;1Z6SFLK)AFG].0DD2*+-M6?5LFA=AL+3)$R0D#DB2N92-P"05I04;
[(OU0D2EZ1J7G:N6"I*0@,=K2N8P-M%;MGBT91^ZH2E3HN4.CPZK3C!G+G=]?798N7K#C#U!IIQ@Q[#!^A-MN3>?
>J4$21WG7I4K60!V6OL-E3/)9C7MB0)U=$6FUX50:SJVD.0L6'-3K<$*-M=P-VNB8M>0-).@)@-!UH.''7W'/,55P^K8'7U,Q"+Q:E[#<;?+
(6NZMI/.7]IG#N6X.KLH7+EPEYIAYAAN]#T$@1>BZAA5K6C>,3
MKZ.1^VKL,8(TVS/&M'M*^S]#62%V:X$7)3@&>Q<#HPV/:E,F.V#1VDXPEB&(
M!980!WTHK2"3235U,I3&6]ZD]22%XE=;O*O1_O<1D3_#Y#_'EU:_9'%EZ4N$-M.E;BWF>T"8'V"L?HUH7H%H(2C?$?)
<1B$*K^/4#7"""5W-[BJZ'0P3(%;%6>-MN^@G1O>;JAGT-X&]FIPC]EN;40:ZIE11X%']>KO6@B$'812D\7'-[;5[S3S/
MSA%F"&/LVBED+%$*O7"0L#9%-MW396I5-MSZQB0\RPVC.I:476*FC$@ED9Y_NVUI#0-M[#K-FQ4=:.WA7#V">P2OY#&?K&
<2!"WGGEI%2@@MP#L85#ORU5G;D?3TUPKS-M*U-\>ZP[#:)S8EO7!%IK4=.=64ARI#:IG=MV1*GQBKUZGJ.&69,6&+5.V.:Y
MH..ES>4M,1>U:BMJ=!6\GGJQ;"@E%>,KK>J-G-E#>3@M0A-J4=@OM:MG*U_<
MM=AVE1KY5]KOT2BCTG4\YSEV.B2%S&B1*H^Z1AJ,_P-(C4@C0XDGDW>">=>0-M*A7R%2D_L*P>?>"?'#6E]CCDB;*ON57-;!
[&.5=>I)3&FM!)B#2P<\RTZ22X-M*.3NND6OEY-<-RU1-M7L(K3L3F&-=3PA,[NE6O24$OD?U!FRP#FHEJ-V<3(G-20(W92C186VO_
L/-ML3I"0=L\/5Y9D^+I+@^Y>>A6"II2S8,R7)TITA>_#LG)5+M)5A0Z/5A-E93-M1G>)#
(7!"E6M45;W8P1Z@H:M06$._P#'-1_3OCSZFAM#73!Z]25-U1SK&F)M-ME-
RFTI,8#^J^4HVG(FEFVZ[3>LJ\!#YKT[5L@&N4'^HI(7N4,V#9WO!P-F!
MZ&\!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@1%T%$YE/:%NZ#-M5R\[CMA32HK)B<$D
5(T>V*92.&/3/%WG2PO_P!B7;8]K"#_&@?V@]3UM?M-MU@:.5^9NQN1",=,".0C.:?
97,.@Z2WSW%IIS*Z4S)6F3<>3*CH^WH;*ORP%DFB-MB>-0^/TT-I7MTQ-M(7NXT;5(;5=>I$'&?81M94E2L-
L>I!5,C9&MIYM:8+6\]f-M@,4K=8%>SN=[YY^\><">JP]R=R"MNP[GKB-],5(R1YST^U3?\2\@S*]P#JHB
M,J"PJRHU8U=QH,:G8B22QC&ECKOK0P@<3#0LITC"N[;6NKHSR:U%3M;O,6Y5-MO>'#Y_22N4V:P=(/]#<*++&B_1,.J>N&ZK'"
R%EZO63RR4;?M0_(1O24UG._M"_S2=",09&R=3T&SU3Y=.?YG-[8M:P^HNC^@I)3=!L7.5V3!TO*,7AS32K16
MY34H2UTJAZ!OD[KH1!ZMS7HDK-L@XY<8E-G,&-(LL?E7R.]-)"VJMXY43M,_M'GRIS-
S565FW9/[,BDB#W+5S/272MVW72I;15LM:IVG=9S"8?#5#FL<&Q*MV-MV:Z0*D:=2]W@>F;FVYTO1-T[>:2-O|
#-6I7<6FBR&2MJ<&23PQX>FI.I?8-M?(6IU2HUZ)ZBKUM0WJ0C+#Z3DXMA](=A%L)MP&-P&-P&-P&-P&-P&-P&-MP&-P&-P&
P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-MP&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&
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P&-P&-P&-P&-P&-P&-P&-MP&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P.,"YHOI)M<&[WI4A^D$*M-M%[ZA-
]BM1^])S"/>D9WH%{)4G]IZY8O1OU1ZUO-K('E\[6M:^?5][]&M:],Y-MN'>]^C7H],]_1_\YW@?
W\L!WX\WU]]P_P"WX#\L!WX\WU]]P_[?@/RP'?CS-M?7WW#_M^__+-=^/-]??;S6-MMU;'3=W7>OTVN*)PV@7S()Z!;[DI*4^YKB/<
^V1JO9>H;#TZ]8-MZ)[<"S-M-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P-M&-P&-P&-P&-P&-P&
P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P-M&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P&-P-M&
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P& P& P& P& P& P& P& P& P& P& P M& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P M& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P

T$.M&#]0ZEDJ"IHRC;V^_U?7+Z^K6411DCKC"(@ZH)' (G](V8YNTK8W1B8U+]9360_]$B<=A]L>QA!H.O M:#H:/\MG*=
[=5]HZH[2#1.:)L.GY MC#X\]/R5W5'R)\D2VQV1L=&*/_1'NUJ1B,>'_0SR_<-QP=&B+"$N:/)?2_4T M4I"P8)"{)CE=7?
$.C)DDG%A*:HBS/ 6[F:RU]7S4J?(#+1525/\ 3#LUJ5C> MK:T#]VE Y.S'%2@,$ H06VB/0M!3]RF;/ [QI^;.]<Z VL JB EPN2.4#:W
M%!]*M[E,T+.]+547:US9KXDDY<$@LTC_+@=[!\N!['QOZB;L(IIFZZDMM, M-O-=@**QL>'3T@;42Z*F,YS ;%7EU+$WE/2(Y&
({6_=A5$C*WOW@!!T%(>B/ M+%S-S-VS0O"=@-%I+:,OK\124T[C$997*HJP<[7D]31A]: MV(.OET&H;FWSR
07QL_M;FVLX+TU,2[4@]BO'(U M83RU[QJVKIO!Y?;4.8*^C3I*'=O>(.GD]=PC[XL1M)A20EU$@+,4"" 1@-;V M+08U37A%:&'?
K@>B5]&\]0 H8I! M.+XIF&,.H:6Q_C+W*[0A$=:)$O/3@V-+.],3D[OB-$[M+LZO:)*F4IOF$G]%
M9)8!"&:#0@RM!:-9.I,)4M=BP1R3V7M9JN#T$NCZPF?[;T)[HOU"34[@8"5;_M0MJ4U0=\!L_W1!8C!>@
[WH*%>1CRK,=+3I]\Q^VI:?[./8F$V1G,.:(9&^,^IG(5C:6$2=*C&8,S9H M-[] BT+_JJ?Y6.1&OBF"]ORN9DP6(6=S@_|3E0R,P598#O&
MX7-%T[-BEDX3,Z$1>TC\\VC&:6>T%IP6,2"^X/-M-YU7]8S*;PMDM-:EL.NT]J,3$9"M2%4Y*)*7!S3%YZ5)\5[*9,<<-0R"]FX'
M>LG5/,$E@A;UERNVU0@OEQZ7Y^04:ZK@-;7.3,"(IQ3B.6(M'IRPGE[$/6AA]0SS 8# 8-M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8'SQ^:7QO7__W7/S](-MZCBZ%P9JKY,[[8D4O42F+,.F'=%3./4U*>5SDS>]O#/2/$O.AER-=J/=&32/3_J&0=U-M6MT]U)%4+)
E0H%D-V[)TV]&J0$>F@E;G_Q9=T1E1$5D-MFHT423D^>7F;R"K6UXMCG=[7M'/4=YV>(,/1"Y[]EJZO/QWCLO.*3.+/'XX
M@).'KZ,*6I"M+#_X52>)GNR*47S%!W]HVA+):X\>'FQH67)@676]DEKM/L6-MWI-*N>X\!61*3"%Y.S8W8HXU:GV:A:M[$!
<:F'KV=A&70_B3MNF.:Y(\M<+K-MWEZ",O_QQ-V3F2QJYMVM4%A)-MYM)U $,FF]1_J.OTEC]XZRZV)H*-
/<:F'/O/I\'J^P7:11+AOX19P^Y$=")IX8;23C,I WJ5JU*D*-MV%_)V-&O]1&]"@!B/?'C:\@71*GO":F<$T]T#8WD4X\Y%:8Y)IG=%-LK]PA=
M-'0-#=:=7,)\I4N G=)))L(QW8W**._&M4Z:!])*22-[._&-=M>)+N">E]QP M.#\45!?
[YUC/^);FK'K>0V]4L;L.@&V@XO3,9G%%IFF7C32WX]EU-'1,R&M3-M@6P+&9Y4B4'@.]$1X3'>?
A8Z!M"GO*R^LE15RW]$7_Y0472%0O*UZJLF6WIR-M-$7ZEYF"G%%AN['/VF#M,QD$6=E:9FD[>>T">DB4QU0"2C]O08NY>)3I({E?
MZ8#R;0F/-MC*-88%FT4[:(3D%GE&X%Z\!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@1Q<
M4>=9;4=IQ1A3A5ODFKB<1YF2#/)2@4NKU&71M;DXU*DPI.G"M:WO^7_)QX=\C-J4'XB.*KTY03NA*;L5VL_YY
M8)FGAD+J."5.\S%V0J)1(Y668M7/2A-G1(DX_8TH,$$O85/Y^\(7;T-A5N5_M-ZED"VQ*YXU\DU+P:^D?17,C?
7W2\XZQB\W98B@1P&)T/'[Z>D,S7R!&YNZF-MV9QK\7GE($]$<:3[16!<%)X?NFK'AG5\(G480U\ZS3Q<>,.K:!L%),8:Y]XM
MVMQ+&I1)4!R7,.]KG1F)@]J(F@HUUV I$O;U1X4QYY0CM:"[^\2'?TPI/E_MI:=0@$_Z]>.W+_{1[?YXA$_YS0.
{D\7#7*VGZBCM8R[H.)7)S,^CYFKUD:4* M!(_(5R#2=>YB;SRE0P*!!8[D+P\S* WOXP7&\.<(F_TORSR!U:U26.V=8U6]M#)*)$_.?
$1\,F/V$E(><$<^&"F$ M%@]UWY2+N2:_=X64VL4E)]ZT.KASG-S MP/9B(TPDM,[&%AW[/\W067['\879/?O>_3-C/5PLO,'
[7QFEXEIA4Z5G6_0-MQUT0>^D[I*>HY$3$7..M:RHG1.]$M#&FZEF%M^%^G^$$ID_N*H&5 MTXAOVJT$[-
=GI@620QV0O[!)7>5I'A&X1_>)1N1MA05-TR7?QX0M?6'ABOR2-ME>0%78E>5_+9MWQ:<0\G/.A>C:5KK@J$]/\><].=O5M3_
$$S2[I" MI$=#P%'S-D?9LBFW*UL(2MD;"],QQIA1H#R#1!N6 MP& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P&
P&!4+I3K/5#S&J:-MEA=*6?T7>5TM]@2""U35SA6D=6?B;51<6%84VDTQMZ>UQ!(Y'V!3-V=(_)C@-M8N6K7(DI,F-UHX9(8Y4O>%
<6M,Z,K4=0BFV262"%BC-E-M+WZ/]H13A,PA"T1D)#C=$SI!AOIC7-ZE?+4).H0=%)$G2#6J-D*"W+V@;3>X-MU\1L(HK/R:.%CW1-
J.4<&]IP&2U0WP5[N9YFNN3OQ;J:-V0Q2>10^12A5$^J-M94Z.J!T;8>OWLIC1NZPDPG0#"0"$'6PRWE_R-A
U:AI^5Q3A;L.%4]>$49Y-MQ$KML77+:6OR(5)XN*51F1/C9%.G)?8R1%(6\Q.6226P'JP'*B]'$E-T8,L)
M+Z1ZZYCX705FV6">GC[U=MH0VNZYKFO8TE62J626>3R'5\=)?H)MT@2MT1C#-MS.&T;Z^KC$Z%$!005LT:Q4C2J
P*S?)%3]77@^T\YUS>4@C27)97.4#Z1>X='4?/%A=_U-W2=PL.I8M(RIF]G('UF
M,@S\B3KW"/(&)VD0+U)Y.@##81@5(O/MN@>?,EY]Y\G$B7K;CZ5G#7"Z-M^@L8;OIIV0)G9-
(CD\XFV]*$R2'P.;J+JT9"Y68$QP7EB3HBE)A*C1(1,E\E-M5,*NA0T2&OKM*CYU^./*2/HHZ)1L-"K>FVF'*ILX4JG<0S0=FA?
B&Q">FTZF-M1UF?X?DN\X?-M[&C(8I&988:%-+'^)O57N:1\^-O5*4K*Q.*C-MV2M%DA..&
L09W>WD5YKY_BW+4WE3Q(W^)==RV$,58/T08]+T37$9PV-;HGN-M2>!=5K*IBM0QPJ2,Y;PZC+,-;SGI$$:;??O!;-&>/'95-
0^ZKFH^RU3O5;[3%-M((^DETKGQ+8TP*;483IP33BQ('(4[LN&Y-=2/;?I!*B59"%6TG+$1NRC$JY*
M>;'6/G:===P_CC[;$]A5KP2NS82T3I'-I'%$15Q+$$+)7;!^):-\6)6Z86-M"O>VPM"W+5R8Q(;YDE.(D1@%(2
CB,=SS]RW8<7E?!O7$+NF$1&,6&PTJ8;S-MK)':U(')9>"&J'FO+.C]]JZ(&\PQP'HY^9'B4M#PC2C-<0G5EFEB$$$L7E_B
M[M1=B]%N7%?:$5]ZOY>*LB'9_;^9!+9Q;Q72+)RFKJF'MC'TT]*_QH1V^[FI
M1JG0+8R;2H%!X%XM>XT<&;/GE2@=_53=]E0AQE$46R5J*4-;HZ-*G871,<#0DXC#2PSAN[\D"-M#6?:5I<.=@T;6%44?
8=\2">6/OEYP:%\=KJ+&S%?'65!6G35A2_1+7ME3'"0-M%'H4Z(0R1!/5)]^S[0>*[[MLZR(_J4MWCC[B9F%=7)MC1=P?%7'-03$@YJ0/
M#!&&(IIZZ=E">3RE&X!^#"X-0HBQA$%4I3;UKU#WL9Y-X-R<>]5U4T-M5I.I]5E@V+:^N<2(3%+1K@IH-
D$"6@KWHBPI>O=1Z>R-)U2)I5-1V_:_]7K0-M=[P-AF-P& P& P& P& P& P& P& P&!U+\^-,88GJ2ORTMM8X\TN+X].)P31E(&
MEI1G+W%:.D!IPBTJ.,8M-"(6]!^36]_)@:X*G\E:*QP0.2R+DOJ.J:@NNO-M)5:%-7/+FJIWZ'VC%8O7BZV"].C97-
JS674\\3"N6T]V84\R;V,MP**G:2-MO]E&()L'W#4I=)RYB1J7-1!WR$A/#_.P*SV/Y9H5!*18.CV7D_K6T:3>),)("X3N-O/@
M$L6G##TN]\HHXP_L\WZ%ADC$ND]I-)6T!R%&M1Z;G!..40&4OODC>V-M:.?
0BGD_!7:3]=LNJ>378YU$S#Y+W*8#74=LK_"TAYE[LY=5ML%-DC\,L]-G-M:'=U/^!-"8H"G%H180O77=C*Y?
6#594W@$PH@U4UNCQ((-;RR")I7!4;4K7E-M*#)>O@DTG<#3%[0(?CO>I'I806D-!LP8!Z,+-%%(9Y/^0WGGRT+VIUJG,QKJ
MNNCD/+L4CU>5ZG12.\[LEHJ\,BK11T:<5\>3R9KL!SM)OTV/"XQJ;5B?1SF(-M\+5H"\P.1ORA5>="6!+Z@G3=.PV[:W#($T6F1+P5
MIHES*?&YA%Y#%Y-[1"9PN8QY2,TUDET)F3-O:7-+[PT!*Y&.$!A@-!&()"FL
MUB%,Q"36!/Y*R0V$0QC5]S;FZCJOC4&:V&V[2LN!R.SF%Z(,-M8]9,I@C)#V3374#\]
[5RAS8M)6='[2H)"H84NPXTX\L7)%:\]QSK&=N.E:6571D"1.BM-],5G,&)<0_.%XV!N3)1+!N&T-M8R3S-M-
U9TE%>2**EM]3*+3:,LL5=H!'RXA7"./+IM)''S;'B561%G8$\KDD-M0C>U2Z635$-8UKFC(*)V,8C->SZ;":.*
[3C5O3:SZNG5/W/S#,E2P>,6E)X%-MT$BK0$K5U5+U\L:&:R(_*]JLNU:]=HP%Z@SJC6>CP!.@4)-_$)RRS"3#-B2!
M>4F@[,XQG?"V85&&1R953M9+I!OQD$8]A"6]Y(-MWV"
210H<5,)6%+"$AB@>D>PLPP]35E,KW9Z"KX3I8CXKI=NOJ1S6&:.9WBM8-M')8Y$MM6CE4]"'\%AT]W'[IQ5QI$A)6F+&UE6K#?
<)@$F'A6^V-(PDK]PKMB-MT,Y7Z5OF#\NJF)OZ9MFHD%5+V.JW-]@\?LT;0TP:46A&+G9-$-MV!W-3I%A92?2I;[:.0
=/M:V'12GRGH8^Z=!A9N(>-MUK#A_+$A,BM[6'-&3F]VCT+D#75<&N.7M:=C.4^I^KB(Y5=%W"ZSBE$W/;7#BX?T=%WF9U
M280.[.@:@DBI:^1MB/4F-+;1%IM>R$P>ABT'-[V7^0UR8[=6T7#.)NOK@LV-M4I3EW61'Z]!S(FU5S5=ZJ>-\2B$M<+!Z5@K>NF:-
RK1X(7-9#'=M*&E]2UAH-M!@'L,>N'R42&DY+3D5E7C\[=7.=[OT6@]<"8OLC*4KK9\CK:1VDLK)4C]Z-7NCS0>@]AE&-P&-P&-P
M&-P&-P&-P&-P&-P&-P&-P&-P&!JH\D-+O=KR&CUTHXS-[,HN)E3I3(&VGYR@
M]/L:D;/7!CQ<(M"C+*=KEHTH$2FE07#T/_@@^]T5P=0CK=58V+UU6_/3$AJB0T)S!'655!SY".=&Z@&LR:N\?D#G#G>?
K28,B=5S5'W)Y-EV[A3E'*!)CAZ"-M\$&H"U&7KOR/VLXL"0-U;!BTQE**A2^W)JR](DYN))VFM"@A(AMFE)(TR1+[G0B@VH>02E
M9U?'.H8+6+-D?YH&^.09D%,H<&AG&&)55UY1ELSU1IS>52%+H+9#(.N6:3^]M]XJ,3!** 8<,L
@UZW_RGUJ_SOL#G:#THWR>BNXNK^:^CE'3F[2@S*VTE&H.-MSJNM1RO.,VX[2/9&G]UFKO6[AY)C_-MQ](I[J/MZH+BL548Y,
[4>UUK#H1;K0Z.H1N:M&<[B;G28)@EHTWOE0OB1B+*-MWK1F]!JS;N!.CB._$]U;H32:S">]'_H1P[SW>;.?6[IR0Y,CC&DE"I^;-OAC
MTFM@%.G)*_$KW%"R2QI=O^I&,\6TPPVL0"EIW'/('T?>:IA2(;JG_*G)]8Q!-MY(<6G8UTTK&S^LY/.6L3$F5;=F\IM,+49CM*#DY:=2-
8()0QC*.T-2/:'"]-MDV9V#V].G_AWH,IRO^B:1H.!5=)Z5[@8^88@VNL*@]E1R8M5]10OI2J5\A1-M=I.A&!0OB\H)^"]^-L@X
C$IP90O\7_7G6!I\?ZOZ%>Z6:8%X_JRX6*=*2B?-M/TL8;R6V3-XW)^Q;)0Q^P:WEW^%[6[6,QL#$R":4,7=@E1,2LH"<@Y)H-2S9
MG'W174O._B](Z;J-@D/0?.W2=<-Z?5;FD=.022FXHTS.)6K(CUR.1!23&OKY-M6Q.)R5SB)@U@E?O4Q"Y"
(U",!0;)NT8985AH11O3W(_&8J431PSG,J3HMDO@U7T&&9-BUOEU%,#3=W16JEKN+P5.Y-MSF67(FUO?5*]$-
_T%:0#4F!'\MX/OJ6^+2T:3G2$^W8<[[MF%L'1MML%I85)-M].2?RL&I)*'U!.622MGXONQE#J3'0G21Q3/"13I)!/NW
(2PA$G0GBQLZNEW-M?T9YDKY\N^%=L^/B[:<@LRMV]9#8=O\,.QD1A2E:*3C]@=."64\RH?.O1*]Q-M(<]D$+#],4M9Q'+AZ;U27:
,@C'+EB*:+ZCJ6O\-QZ]ATE/KBXBO^E66>7[Y-M-(YT'6RN7R]KES/&8P7!GWMB\4K"MDLK^&)3NQ3&G+0D!&$]4G3F&!$$Q>.N
MB9'2/_LNCWE!4:;#2ZW;>[[:+_JIM5M<79Q+R$M2"[7NG16WY]8"T-MS:I01?1B-LS6O:2)Q&ZP+F<*4C9%)C[+W8[&0R:MWO#H&
[H%[EW:';Z8K>>$-M0L$8?#?HE:M^C#UXF=1[215[E63[' <+#[0?4+X8# 8# 8# 8# 8# 8# 8#
M8&,39+*%T,ER*#J8\BFBR,/Z6(+)*))0H:E94?4R=I;EC>X.D>(=ADC-M6IR%!!QZ;0P_(6A:#YX>
<^/[Q0VK4S)67'ES>/=D4,=JLO<[4W!)1F:<'6-M2V3&H9O&$[9S'SNS7;8@4#JMN-Z:9"RNQ$4KX]D9$*I*OT>:IVB&&:513G94

M[]_Q@<:V%R9+J?3\$V5SG*;KZ*?[&IB04M.&#DJMWJ&Q<5&)(?8;_:,H MB&Q2 A\C,=TQ(#E.E@]"BBC@D8_BWHLSQ J.7
PE%N[#.KS;0!%?QLBGPNX M4+RG[Z:"Z?C%MXU'M&[IK_ZG\A $_$>] | 2^Q\5_V<#@]\GJ@:./'VG!D\
[=:M'+,KC=DJ[L,9N5N1KOM*$_CS8A='%&C+E G(M;)N F9GO"$ 583SI$Z* $* %GC"8 90 U[.=^P[GLV1<>-
MRU*GL=AHBR.0Z,Y4C:Q/83I(D5 M'N%L CK037(G M+D?T9IM>5"5.Y'J4H='A?CDCG"*_XK7UG*YPHH*_K1G_0
M5V2.0UGN$V0=3$OZ+Z L&]U,7C!]@1&00*8'P5).PL[]I6T*4"P].:>47L R MQ:"YE;PZ2Q&O(]#K!LA^NR2M2(Q,^V1-
(_!8^_3%0):H5%+W>/UW&(A!4!Q! M!I9 0-[8D)V D(M@V9L8Q!HSL?A;H-UY?K:!2RC3[PB,0\E?7_3%P4<^P>US)9&65BD<1>+
(C$M 9U$BCPEY"4Y J5DF!&D/#,2N M'^B@>',X>2T5>-#%9#URK2I85LOXU?LH"Q0%SO*Q15B=)<*VW3]5P=RLJ:A *J"?
4L#9)HU5 MR^RECKWHRIK&F;2P3IZDL:,X]_J(9$W#X%;MV;C25>B]E*"C?8'H-1Q_"77T MD4=51Z@^=
[=Y!J;L:HZ3Y=M35\=6Q'IN\4R%RM)V36{T)'9>_P!S7XX1F,UE MS1(9&RM4:3RL_3Q*']*K"S$!2JU:D AO*G&_];.FZ,BH+&
ME$Y8:*@J^KKHH!(P5A6K*CKZJ(?63"[1*R*#<_)ZI,S*U"(&WP5]D72W1DF;DZ9]32=0=3@+=EK'S(U!>"75Z$DCT. MYP:8NT,S/[X
&)L1E(M$$#+,+T%_^W>9;YFEU]$2Z'<56DOZ/EB!M0<>=X\5 M]',/-(V=O30IK0Q!C[6;GF]H:ZS_=0SX*\PTU1$IZS/44-
3I$S\LD96K${JI;Y+.0 MF^[3HR3]HB1AV;H_>U@:ZKF\/DHOQ'Y+9PXF2V%W7;W5Q]N\ZIE_]VH30-S M5W&Z"Y\8&RMN@:_@=G-
U=/U7VS+H0_1J3%N305(?HDW1X#?8*1Z$&#ROD:WW-M[J&U;VLGQI]-2V+7!SGQDP1."TJB/M!Y;$-
@LI9#SMPDR0TXI280LV(TX9H;_M[3I.U+4;?%F]Q>HI/7J/GGIV+67:-?V'9,6FP:
I1QZ(YKONN*\9(2NJB(OM;SKGX%ICE3S:EYP*KM24B8 MZM*$J(\1'VJ<^_"@"@5;4G)=:V<7HS?LAB,@F/=SS?4*X)BW4%;-
EL5&NW3 M]\=8D\UM9;D*$2BT7BMZ=JVJJ4=K*D4_:9 X+HP]'/3^[+78D(UE),]'+M
M&I0I_P!!>1_JJ@F!=05E7'4L$NBJ>_*3YHLCJ9HY{E-@PZ4T%>O,UD=_5W9Z
M'GIFFJA[:;,4KHF5'GIK1.BQ$0K2'+DOLI5)9"+3YJJ:3](]-6F]U+/:YG6$W]
=#=R^/L04=QWK775$=NFC>KW&LYM_@6UTU)Z@Z,Y^YNL M/HZ.MRZ.Q>:OC'/*8G$4K-[*TF4>X?&E>B3-
_*\N*JVY6\MBY;6MIF0ABD3$:H-% MZI/I!E/,"M1JADAUE=7UW;7UU]WF7_UI5D^I7QS1F%6)8;)#N0DL)EEU1*1<
MY.5XOK>W/H[XD9-?N3,:GTG3F%I70*@)7\\(-F?S0Y+U?WD0H?G2LO(A=5S4 MQ-:LDYU(S"
[>/HS2GXOHJMI^\Y3#8\,-1WCJ:+IC+ +.IY%.DJU>H?4AK1*M(M%9*5&T"/3"*#=G.YBSUW!YE8$AVH"P06*2*8OFTA6CU6F>,-
"Q[<]IB=B!HY M1I$A'[?77M"] >NL#1BX=,_^0^ON/8IY49Q;5./E1.L'K[H>?\0__%H$L/Y MGL
3"^JFN'=!BFADS>K[@%:R$#HH7KF\4<>W5&<@(-T))Q*HL/63Y2KQC#]Y M,X19K!!F 552CM)5P)/T+5NL\IVIYP^_"_3FO7?
IZX&FND_)SXT:"7M_|V@:WKU"IB'R:=R22 MI.6G>5S%PJ,U3S9<%N=27I47C^MOKBOD4KAG1,AIM 62RPR7LR.N(5%8Q7[X
M^O!ZA>M7B3;3C+3[!L>]!N8Z+Z9E_=F>/%36ABPC'4_5E=U)*I8!NTO;)_M64NYVO6U 2.%F(W/X=M/>W:OFM2E4;.5E!1&F
UH?MZ&$,1\@=C]:U)&9+;] M4W7S1SA0=/4]*:&G-B7974IN"03JSD+DG2PJHD$099_6!,:BDA)_[)CBC6O$ MA='5>D;VU
[^L>=DO>#]'XA(Z0FW*H+*E7,TK1\ M=S[H"
<,RJ9G73##9^X(IY6*MI$4H;6OX4E;OUV,:;7O@RB_>F.X>7N@NS[PH7GAJBZ:A[,2&V8Q2EOAK'(2AJA M$E10R9.4?
=T,5ESE'@RYNC$B5(#R&9_714;JQ-D:1HP.|^Q9STY+>:.@ZEYM MK+G.]K$YRJZ#S&AB[B/NJPZ8-W-
EB2JZ),IG49=XI7SE8)RME;&V+EH78A-@-M$XFKSQJ2T9(5PY]\OJ]61T%23M8M=Q6(/JTZVKCH
M.G:V$_=4DD:KX<\289&@A'_1%K])65US'N)N9K*BG/YS'SZ5TQ=-Z/U71I3)GPFK^AI!$8 K8RD(U MK@S"D[< 1>RT+B
M*&Q;F/LLGISI:SF&O7V/2?G@/(O(/0U2OS>VGI7YZ$66$1>5SLZ\N+V?E>74TV M1=[99)?3N??;-
(&)6],:CSE55.63==S@A1J1Q0;9YD@@E>K5J)4,"HO0DNP" M)%H?R!"_3'DCO2ONP;I,-K%ZGIVO*BN)BBT3 M/CJM2>Z1DB
WA%"CD21&@C#[KTP)_\:O1M]W#NSH;T%=[O-[IB;!6 M.GP^TH+7+"Z'.<,KQX>:4Z/NZHZD;94X("Y M$[-+6M;8(U
>%J@K#5EA^0^Q;GOCDG?5O.SS-ZC@U)V1* MNE*YY2=5,1J;PYTOF8);R=**V>^@7-OD4A41_TR9I=-/]W:6=45IS0&_2"
M%0,,*Y4MOR<7AP)774AO0W/CO*;UC<-F"XU3RY*TS?S=7#4]*3M2T-*_$PQWWD?#M:?L\1BKV-
(CPO;XWNEIMU;R^V6=8JJ,.$P;+*N2 MM'-WC<7?*W.D*.L+-DT+CLIEE,2UX?IO0\XE<8:43DZPQ]5FNS$I5[*/T7ZA M*
%\"]'T'>CIS9T?!X4^56? M0)AMB!V-4<@>D,G45Y:59/[E'A MOR)AE;>!T8U[8\LKHU+#E00J#$RQ4F-"(X9XT(\S+*YG,
[NV>6E>C)V*Q=K6 MQL6,4? >?XO"P1EB1HV.OZLA=>2PA$QM3?[TQ$4W $<>J4J5:H MX.PLOQEUC8X!B M5LFCB[%IY(&D5-
3^>Q)3UQ!PC%@5080\^-BQKK-D;OV-U_(^A9$DHN*-IC< M;IN#TG$:DUT%7KC5]B6^?$H^[24R=W2XPIQ-;25ZI>E94*%4L*1-
23;T\>PD M;9^_6I)=>G#_ $25*99'K(XL;$,.)5LVTI#9=D19:UF$ BS#:+7\B98.$+9P MYNK&K+U[]L/2LU0OS1)]?
K2Z[_0'&/MGUI7KU'&LP"4EF979Z UIRWA MQ<.;5:4AMF6YP9W9$FWKB#$JQ$K3FZ$6>F5)C1 M_.+6PB"+>M_)O U%M_BQF8H
%.799V78LQ\?L'>(L8P\ON=:00-[; MI!!>?YQT<4I,D\IHB-*F9$A^! SH9$X,:,MN7/:H@2CWX9]G\UD:TJA$;H[>OI-I*T:EM)38\
[,LAE>W1%(Q)6H01:/$X1M/LSY##24,3)\7DQB]3Q&F]C!IZ]J.# M$0"PZHM%@8F.LI*PV'!K'LVP:)[*Y4=2T-
BCZXN#3%M(2C$[PM&::XGIPA3:#*.Q^#[,ZCNZDKDBG5[W4*6 MA6UP6P.LG&EZWN6N$MJ+G 1R:\3(Y/Q? 'VA&6<(&]B7]"E
F$HQ4:@]PH5G M&["?9KS(994DXUG$]LAX>YMR-.W"R1/J2/,C,GM27/=!631+\M?&=%_Z&,I' M(FS5CN%.W_\.(4DED@_[7K@0-P
M& P& P& P& P& P& P& P& P& P*=,O%57EI>X6&:G+;!A/>4YB2D M3>A:'WGZL^>'R(M2QM,)7C;W*+UL6I^($,"HI2L,]V(/L%
[T%=8GX[[=6O-* M1WH;MVQ.B>?N;YQ"[&JBI7JK*]A$KD\PJE22NIMWZ*MV,F#<[D,JUV1I'1&6 MA:XL4Y/:>D7NH7
TGT$'<"\9$#3[;=+UH7HML:V4-C5E: M+C;$NLXUW;VXP(F5T8W9OG#G&'I]4Z$C?(VN4I5_?^]I0_,RX)N9HG]S2/E
M7M28\MPGI.3'SZ[(_VT_7UH;0V<\,C5')C:5!268JB%-/3:@OC.A\)X9J#ATVXK'EC# M4=TU]=9%JRLII<[#F#
[7_6J+K4@F6G>P6A7JW^3HM-S@NT$)YQ)@U'IHX7I@ M27T#R#.)U<['TQSCT$X\SW^DKL-.3%]55Q'[DK6UJI22!PEL[CO.
MZ)PE8FZ3V?9S^ULDDH-KVTJR?W..F/B6 M/2M%IT8G!K>65T;E:A6'1YJ58I3&!&5>^-UABSC7<]FUUSRU+R9NMT_95M7!
M(F.*M+C<%CMU!3KG*.Q/4;842-D@%80>MYB2B86ENT8)"2V%[-/5*5"M4<$@-M\W\"U=RYTQUAT763])4J?
K#5=+'JJ59A!L$KA^AKK94ED[E717RJV5#9AY#4.-6HL4>I&]#&:2-&_Y@A8%*ZM\2T#JZ!T]#6OH&]=/M-M3T]UC4^[<9GU'%KD?
UG4Z^J3!V05.F@D*F/SNI6.FV)LCYY!0T_P;$H"HHX M1 ,#WF^.6]!.:IP-ZE,H1%-R9*$+%4]QZXT5Q:OY0K>\ILR31QCMO#-
MZ/"PQ@4[16M>$MFEBSFW&B+@2%Q%O=2K"GS@Y-C?[H:-'"1!&_>A*]H88;P5-MQ38O$\85UVX])CN.LRVWU8XN?
1U=5N[E35>Y&.]X'%C_:VO^-:!Y3J#I>XJCD/-2N,.U<7;#2X_IZ<72-M,:?R=-MCP%U1N$'L6
R!MDJI,Y,#@2),=OW*DD9"Q,F4DA._*G,S?S!!Y"]Y^S!_J)ZFN5QKA'*'^)QWH&[:KD-#L<0K^=&QUT9ULPC4%@
M=@2"2ZC9IPT#BH3@5JR%!;<'185-ZDE%,Y.V-Y3FN'%'B3I@IS$2725& M2%9!6G>/2W)7$'-\7M:[N>NH.<_)XGYK.F5BLSM!,_&?
&^3.;))%Y';P:H[*FKHNM^,_^* M.:P'"0.!?J2,& MBPK^RV0{)^+;K\>TV7]6I4U5=B>..!?7[_P!+-MITO?\;_)G4_8M%1V>'.2E
M_<&BQUC0@N4$^C!RXA9[(&<]O3!LAP+_3N45-XI>MY"FJ![GA//FO'ATC MTS?E-O5LV)9S-
&IK2]CT_'Z(FL&169*IH[0:87DNGUL1&XK$Y=Z{0]-DSO:L&+M./N74%;3ZMEBN^7A2W,?<%65(& MQ"R5#M6-
=3I_C#LPHF[U2M[>_G@++ 65ZX'T68# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# B+H*4S:#T+=TUK1HT_V-
#ZBLF4P!AVF$LT]S:/-MPQZ=HJT,1@_GJM.3ZD()]WKY1^WI.OX<#31ROS3QS%:$\?/;SS?MAQKH>XUG-M-C\].ZN&6/DPZTM?
H!F:RWBE;(0/BZ3QN7P:S)/(5"8B. ;B$\3 D+&U:-= MM^CB0[S0O=LS=/)"R]2.31TV#FSK]^IWQ6PO.CK2QT/*3354<"R1/BVW*]G[
MBE+@*V37'?<1E)!BA,9LQQ3V4WD[^1O*]H*NQ[H.]:#\=33!+4M&?R&!=@W) M%9KR]<#[(W7\9('40%K/E$%"H_8J0-D3.(1@$*
M(!P6CZ\[JFD6\A4AZL>Y>G)TZ\V6/'J_ZD?+0X7Y)YFZRM^'T%4EDR"OY9UE=#+7EA6U0
MEYG0Y"8R1AG9>4T@>9*%ZHB#=!>@*R MCUE1UD?T=OB\Y8\.LFL M13&&\3R[+3U+FX_"%Z//'K7IL,K7\UT*Z6<;
<[A5$,56H>_PF5'SHUT*_&_^_M35O%YS"8&_GK-[U[YXBD0LM^;$:.@6MFE(70\G0O8%K6@ZUUY2YN?+45W>[4I
M7BZW'&1UQ,"*P3XZBW)7.55-R2Z-U;(G->$ 1.3S7[#/'=(TJ#]&&HB5PPE;_M#Z_]D.NO+C[F'I<\]5?
5(0&TE:F'BK]0KE;.%8K.A6YI%K&!&C519A"@;4GG-MD):7]AA=?\ CWXDJR'R6!5]S#4$7BDTD\#F4T;6^*(Q
M&S*25=)6^8UPXRYS4_$.\GU!I0UD+FHE<>>G1*"_:*'U%ZA8B25974OFM!UCERYSL\U:Q4D[4U7[G4L7E-MC1.XW-%T>1]HVQ3-
AFV['9I0TH#@#"@>VV="$YE*"]A,"J&(7KZ"%K89-WT/-M3;56DSIM!6T2(]VQ3+,..GL%^B2#8],CKF=Y"_6L=)4)VC-O)U@/$KA.
[]$R7\I2\Q)K9F6,N[@-MT/)RYDV6$6@N!$*OKR-J[\NAL/8HZLM29KK#L-M=4W(@%]JK-G)D9(TLDLB.%[9CDYG1Z-:Z'VS-[T%
(C)*#K0"PAT'FL:PKZEX-M!%:KJ]).T#KF#M13%#X;'4ND+#&V5.,P;9I.$01" B;DNS=Z*)!Z%E_]@UH-M.M:T&=X# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# 8# X+G](_1KA]$;2Z=O@5?T7M=[S:.+3C\.9\%M9[K_N_"_$^S[SV?
YWL>-MOI\N!6()?9OIKVCZ$]KTU[7H"8>GKZ?+Z>H?X/7\^[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?
N)A|W >[[,_IZ M%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N M)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF M'SA?
N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W M >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?
N)A|W >[[,_IZ%^XF'SA?N)A|W >[[M,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?

N)A|W >[[,_IZ M%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N M)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF M'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W >[[,_IZ%^XF'SA?N)A|W M >[[,_IZ%^XF'SXS=IE9T1EB7H*FR*UI:X^BDTPN_GBSJQB-G4K0*WX"V9_4ZN0LI3 MQ+6R*'B#_P!@:%*N6 &$24@_6_7 K=T;YY:VK3B&QNNZPYCZM=CXI,:&B<:C M-R<^6I5['*FSH"1I&Z)V(SR]`I#'7^&A8]J%!8$:S:LYT&WM9P4:ET1[&$Z M>6+R165P;Q=5'5 (TLIM61V1=M!0-+4$]C,TC6J;G(2H*XX)9)@B S]!YK^ M+C:U(L!^0=$0Q[%U*BXL74I)N>+(#?K3TR]0=;8<7JQ=53$UOCZ<\2^-) B; M#4GQ*50H/+)V: SVP@#IZ5\YO"]X3NLX$S?X_08^SGRTH(EEMMT!8 ;5S#[C MI5B?979]$SN?2)O(C3';< B4<4N:Y 6>I2ITV@:&J" <,)6PF[D#RGM$[D),4#=U(KI:WHRIW6^W]8F3[5]PJ!\ M608).$HT!FPPWR^=SV-X^^7X;<]7IJ;_&.7]'T?1ZE]O]7(4%30EBM>0J6-W MGDQ7QE[C[F@9HBG*TL5'_$A+)2EFC$$7L^F!]2>16VUC%S>[6'TSXT;C1]" M=S1[ER.R[C05UVU7[NB45/*)L_5^DDS=+Y6V16[27)I3+"E3JH^@4[,/83R_MB#TX]AWJ'SV<,OL&,L2(,'4LSB[I:$? HZM%S!S)9@"KTNQZ6SM(XU32*M\;V M5ML"6PHBNW!2_>X/+0-A(DX1J=G*"RMAS'?S#1<_KSQX@ MZ'LSRX+.,? *'R/QQ/H(QCYQZ&J8,@GMV:*>OIJGYW++5%457. M^3M6U,JY4L(+$F6/1)VU-2RA%&AQJJ\R34@YI.NZ_P"EK=D7ZX[1 IJJ@K,G1,=Y:LI^<8XBNB;J&YD+20J*1AS; M!@>M.1B98A$,LO1)AHPEX'=,'FTX6>X9T+.%KM=$.;.=6FH)(I_$\H:S(C,K M2B? 0SF8Q_2NC80[L9,KLMGNM]!I"@ITA2M288 9I!)(PF['X')'9=/]G1" M9R6KTM@Q9^K">.%86U5-PP-\J^WJGL!M;6M[,B\]@LA*+7-,I6PO:_UH*>TUYZK9MV:^0T#I&:(J M:HN8^BN'7JWYZLF31:X)I_BG6M[]2V'SS]/2IF@S^K8N/Y] <\\J"RV&DGM#&F2>_/U2Z_DJ@[HZMU\61_^8*@LFWV:D>>Z7OZP:6 M<;]LXMKV_NL(JU*9#R_BERDX\\Y7I3\,G&62/187$\I?? TQXT\=\@[4YFB4_MOM^/=J !6,==37M7&+$9[PLR!PYI/;3HRL0,JD]Y99F$YL&4/81'C*$(!@/4 M @@2H_-',>NA@4,4? V/E]Q\7*_O=^=V2*S>9WG%[%C?0A](3FDE$(BA+FK=_M7V$N3>L;5C8D:C'+;ZE& (_=>FL"1T/G#XF+B,FD$V;.D:IE<-ORH^:9/2MC M\XV6UWNT6U?L2>YM23$95K.UOT@6%VBPQ]0)I&FT>,PWW91@"AF_UL/*><+_MB>]+)JRK8^V= (1"06G;$VYX*=+/YTL>!0Z!]+0%(\.C_,W6-,7EM#'H_=); M*R'+=_))ZP)281?Q!Q)A@2]AE}+>9#C&^Y:_1._'788'5' M=2UY1:L3?:DCY8?%#0(-TABKA[!.TC>6%>M]Z_Q(0>3OWN@V05Q.VBT:]@UE-M1]%(VQBL"(QV:,S=+XX\0Z6(&N3M"1Z0(Y-$I"D0/T9?TR5:$"M-M()5)#PB-M*_$81;T&:8# 8# 8#

>0.OMNI06PY>ZE[=S/=)=Z%L>! MA%M^5ZQNHZ\YF5SKM,?! (V=XA[KNEZ?PQ:KCR.A._:[EKQ1=P-J//OXH

*M*K/D43CTCBNGH#.VN2=6X+@%$EGEDA]P:$(UMY*.]W[D;IR01KR.46]M[=!> M(Y<3=-AW;S_*9A4]BW/.!HK7K3_%:H>6*

45S^BMJ.%$\,)G3$^J*[=$8R7< MXLLT*D 9F]^3GJ"9\ 51(H!VM)(_1SN\VUJ%MF<7G>O$%;S.Y8_#ZR3S)MKO*

MF[OJ/T?.^$I8V1Q>[DJ12IY8X^*1Z2GMY9R@^F@_36T4>](6=.RM=4NS;.X(0U.!#6BB]#+JQ9PIS4S1I6#>M!]fKV@?*

*1%'-9PA;.*I,E#7*V),(7P402'-T MXCT<#N,IQ:)V6-)*V.(FZ^!!_-6)FX6O=:"3O C]AG_':TK8H]&)KS2[+E21 M]C498V&25M-.-22,*

[VC5Z5.#8%@O41H1[^7 Q68:X]Z M#C$@I!%:%7"<)]7SO4:/_!JVH[$;9:8BH2;/ 9:\DU>OZ&;1D3+M %8G+;32 MP)S$H3-

*@V$&]8$2\?^..@>$I3/;99;*NNU+(GL/@%4N=J]*6:VS*0LE9PAS< MC(-649-;(]"XTQQT]12=0HV$*(2]R!TYL*

MB\,8:D=I%#XH)$F@YK7#E[U%H.]% ;Q)"(R,@UN:]D*@M6_P $AKXK):@,)*IWC#*

(Y"F,M40N+9BSE]$XP#4!:RP9D3NB0YIBC0EG#P=IZ3&H&A GE[^]IPI#].A(R MBBY \.Z5-HH?O='"*"R]!W[6@^F@Q4;32"@K_*

*L;951Y*9G+=_\!T:.(FE) MX_I9ZDNG^'NRQ!*9].&_4)_P>B/?;^07M8'>.265KU3B" 7\S>M!CSU/Z*B,_CD, MUJ6,6D^-*

*[4REI'J20YEG[PU'+#C61I 0N6II$X YJ]08)*1K0RQ'&"V6'VA; M]0D=R>F=FVW!=W9L:A/#FG96D+DO2H=NCPK*

<:D:6[2HTK:US5%IC!%D%>T: M,)8MZ#O0=^@$;VS.#@[M!W:USJP&HR'UL1KTBEP9#W!&6X("7=$2:-2VFKD*

*M!P#R0G!!LTD6AA]0[UO]",21UQ9C)&WOS*NCQ('$PY]1NB%2S%%M!ZE*[#,_M="3QH2P-*

:E$<6HWL>M$&%#"/V=A%K01I&^C.?)C$'JPHC>U-2J-QMQ-SR<1-MNSX2^1!A=C#R4Q;6]25L?*

*%3*UN(U*@LO1!YY9NQF!#H/]+6MA]D/0E!N9+LH M;.PJ!O3L+.!X?3T-EPQ62RM!BI(A+=78U.]&-;FT:U>03H\[8"MFG%@T+VAA*

MUL.\C]O5/+6=\D,5L^O),P1DH:B2/D?FL:>6>/D%IQJQG/CFVN:E$TE 2E", MV(\9>M%AV+U]-

*;W@=5'[ZHR6*EB*+7/4\E6MS6N?'!)'[%A[RJ0LK6)CF\+ M$[<*34K6W'%C"*

(]0/02B=;UL8M:W@/V2BM;U[0M>N!W$6NZEYR\$QV%6[6$PD"A(MN]8$GX# 8# 8# 8# M8# 8# 8# 8'J.))4DFIU!12A.H,)/(.+*

*:2<2:.#8#2C2AZ$ PHP MZ$'>MZ MWK?IO KO5,AY'*EL[C='OG.1Z M]B9E.S<:+28D8U.CR!;T#0@[P,176%S) U90W**

<43#5T@82V4D:Z2U_'5;W& M(F]<6$II*$>M1G.3#&EQ"M$$C7MIT9H#B=! +0PX'4.=E\C@@;)'GFP.<@5B

*M\HS4D<8W.5UF&!NK>Q+?A#TS(V*E^H^N1LSB1[H8" " G//[.]!%KTP)6C *

*MWE:>/3V&AA$D2$LRIFBV+8_>>\|V%G4\CI]@8':VDC]6S)%Y26VO# MY9B=TB[:P2(HLLMK:'1VF99Y+<[EEE; F3'G*3-*

*:#O18!>GIK YB>N:O4MC4 M2D@D"4,R1T42MC*3QB/&MB5Z=_>]%4D:BRD(DI+HY_%C&8L)UHT[WHA;&+VM M[V'O4UK7*Q"Q-*

*:R 0E6VQ=&K;HTW*8]Q'H8ZWKT(FQAHBB%!H0H=^T2$/(E#@>$<31NG(U7:EEF3#6;!4S(0 M0)8TR9KBS57;0FTL!\-M2@=2"*

(T@(TO/#['M 'WP]>G\[>L#V0UP]&>MO MKU=6\S3QA.MC3#(:IC$B)CR4TI&%QC[0]L@U@&E.82G3Z/2$FEAV$LOV@^@*

*M0^@9%]:PW;2F?]2V,[8EKL6PHWK3\U;.5;Z<\"CQ3*F MSA+_,)T'WG\W [10\LZ-S;656ZMJ5X>2EY[.T]%R4AS=2&H**

<:HOA"#O4>O9_A^3 Z]^Z"H6+.KHQ2>[JACCXR'!3O M3,_65#&AU:% @_-"0Z-S@])U: X19H1:": MA%K?IZ;U@]'('U/%UUR

MU2CDJL;<6ECJNQ(@G?5)CN0G5-($[0<\ <#AN:9648GT$O>SP& $#VM"UO8>_M^6W;3$ ==L4[MVL(4^:3%+-LTMGT4C;KI&?

[7N%>VYX=D:OX8[V!>P9['LB] M^F_DP._7Q1T5VUAD]S51'!/C.BD+%^L2(,^WA@<@;,;GQKTX/"?;@SN!8*

M=B(4E>V2;K7]$6\#@KNC.>VLPLERO>FFXTYN0/!)2ZSX0D,-:'5,2M:W0L"A M\+$-N4]8

*MM,]B"AU,G$!5POH1B:R$BZ.+FU6H.N<+8 MM3';U6,KIY?^==NM>V>MD?(TFO-XM+G"=*E7-5E30B.MI57VLIA$IQF!QU+*

*[%K*LURLF(.;+,ZNLS_DEU""&S!F5(GN'SQLB7#$ M.JR8JH\[)1J&J1LK?.(<\,IYZ<9R8:QO4D^T+98]:"TE)\K4]1%N;*

MZ%C2BK:3XO?:R/CM/5XS:Z>WBK.AS'9Y@AS='4QD2=G0:(G:A0@VG..V2#V MQ"]@/H%1?"275J2M_'VJ7R?*

PI">S.=JR),VRJXC'6WOK\9U=+)B4B1?(3IXN M5G6CHXP892(#:%0HU\<$("]BW[(;/,C4;)-:"JFRGF23XE13_6?$+E&H:RS

M)W8]>)%*>Y>9(_J2SJ+,YB,F=N,:9C59300Z&*6U":O.4A2B5A3*" UD=**0'4W%6(O)$'O_Q]BXD"^?BZ+HL-9;:>0!5D&@-+-*

*;F_^'NY+JR/I_3% M_P#3?_Q]])?S?B\#V5**A?M \Q:A@JN'Y-P^9?M('1OT+^+H^E=4-]/]<:DV MK'VFUN=_X#!YZW OH?*

Z0_P#X?TG^@/@OY_P>!]&3W9MQMU\1>M6GFN5R"H'A MEVX/_1R:QZH;XM$'721\/TP+:[TX@%%[?L%'[&O

*M3R7U.S+^A/&%=2Z1SU2]QKOVEH-'8=]9O*6KVH#Y +]6/TM%7Z Y(QO<[=D8 MB4&G1S N-0H$^BT.DNSU@U(;B&*

<40\E]"Q /G/PYXH\S,RCIM(HVY+^T^2H M1UF_4YN9OMK%N8GM7Q;]!D?CL""C!:$JO#$H]20P)0$8PW"_@*

*MMDDGTN<[$Y8XNLN4/UBS)WF+L:]/]S=S(R&AE"O,"UQ.&1EB:T;:TLS2E1-R M-(E"+W0U)BA0<&G_*

*,@C##Y)WAY46B2R[Q40]2Y6Z^Y8YYO*T MEO""-#=!QASDELU5"K I3R"6[81,^5'^Z5MG2F$ZFDPJRKX:X+WXEK(,4F*

*MDSX)AQ).U!)>!:F]9TYW5'.&^]>1+!4_P R\F9]8<$],";FTQ2ZMC)-VR>. MGXW)20J413=T[R',8=*HRP.BLH*

<3LK3JPFE(TI98; .[Z4YMJ?Q=V;SXY. M+IS_ ,S1>N()6.Y'!HB3-D%61#4TB+,AE4XBK@H(EU7-*XPI;8'TB?HMPC.*

MW8U>?H!B@_04SXO8JDGG75IT#<5.^.6]GB78I [V)7L6L'\87L;U!74;S(3E3:A=RTAJ0E&()P4=?.==8O"WT_5I M1U*

QVRI5Y%9I5Y<@5U3%4J-\CB;SBHX]%X%/%$>:VU^?ZK1)FAN1J&72C1'T M6D G)"#197LA@'3-/2&G'+RDL5\5_P

C\W6@C\.?6#?0L/XOI);4M4=;U'(F MUM>K%LF92!UD:Q?)+,YQE481-GXK&MY9S W2D3H2M6)G004@611%5^AT:H:.AM-

ZV(.W.?]DN+HZ]34[%Y3-8I9\9=FED RSEJPCPHZ;SQ1SYN_QCAB) M8=(X\&I3HLN3OXEB8D+6K*TG4;+.,+ ((LFE(4I//"*

*(CG\WJ"K)1.8_VF^QA MAFLKK^)225LD;?O-^YH'V/-$C>&A:[MK&\H7A82K2$G (4%*C@& $$P>A!F_M<]94S6/DYJ""12-*

*^+JGH T>/.:*V**=Q5M%45%)'!UZC;7!U'5T6;7N",K5/ M7!8I-4KSB=#&>G&,0P[$+8\#?*

5RJDC3MRU7[1"I#ST!J/BKRSER'BE.S--!M MKP:Y/"5[6TTB3JY.TMB5N?##Q^[-

*,5^[<@&^^",7MAP/GD=JV@%.\^=8UQ+W M=V>^7(MY[:.*ZHD%W3%VGZ60TLZP;C]HF3]?*

\SG:YR,D,,?;4=FE5)C7CPN00] Q3\9!4 'Q,[\HG3X:_U)=P77& [3%X^J?$U_1V MGC_^C0HD'H;5H_0_I_\ 2M3;XKX3_P!?[O

*VX>-*322'>-1JD]-UNZV_'&:Q M.HU7+E:L$BC42.F'.VNI[.*YV:X?)) ^Z,D6:8@*F#&DR/FK%9"/Z +2:)%[O*

M96MAL":"YK>%$&(K"C-BY\M;HI?%1TQ-'6)CHD(7KEIL<5(MU$

BIJM;'VM&0G(,$[A0I5PPVY^]O)8C2@C;M':V,.M^UH-.<-Z..Y:M#O5;0WV)+"O& MU>2>=X!SRR>,E.RQ;G4WHVNJN?

*YY25.7/44;Z%YRB LL)96\"ZWBKA_MA--NNNFI MR@N#H:&R>W^%X9+DS'MA:HS57*MR2>GY9(VAD,4K0-*

*L]Z6L:MS)E,U1(PE'F M_1C<2 M&T)@[#7+W*72[!;?DXLKZ?X7N%N(!%%/5W)O>#$X4]T?IL@]"0PF)*

MGHLL3I;!$O&VN:-6,_2<+>=(\Z M6ZJ.47FCZFDEE-MI5!!GJ

*M]#V(/M8&L;HWGVT'A+YG;%@7,O!UL4[%^NW:!60ZV;S&YW+U75E3EU;Y2L=P>*6Q8*

M2CXT\:"2N[5\GK,T6!)+7B">GK/3L5BUH^*II$PK&Z7-A2=P>SR@G!5*U)0_M4'R:V$C7476[AY%;)-#)?#:A;WB-

)!LC:H6+$R4A DUKU&G ((;YXW& MH[#8^RQ.(,#+%8M&VQ$R1V-1MJ0L13]"F: @ MA:?

I#BZX^HJ.5!C#A(WN+U71]K5=&Y#()NUU_#623L5L6=$UHY.Z2>1(RDFT

MK4L)"K",9Y>O;]D,%L7]BD'&N*IY\D'CUNBPIQ9[5*G&&\!NM1\XNT+TZAN5*"5'M:#+V?R6\.<)]1$>]9ZM6L+@J9J*N*9*

MQZWGE]A-##@K?6$BLEJMW=DSIM7QE@1-;HM5Z?-#0FDIS#-:$$6Q7K;DVNI,

M^*K=X'GO&UG16F;3Z2K5+9U)\^(I):D"IV-&R6RQ5--=G]A1@JSHG'519[A M&7-X9WXA*KT?L@24*@XD+(M/??-*

%K47RQ=,4;1-:$#["F>(5 P((NRJW\-D M,5>63!JF2>4RD)41![+?N=>C6 M_DF3V-'XO6W<,OKR!!Y[6R20OX85 [!*

(0F6"LO&&5A,I$[DH&2W=N/(/*(V$ QA>:"O$8G$>C=J1YK+3AL&11\2N M2MN2))"IC;DWB?X^WNYY&SSMZ;RWTT02-*

G&E$''F^QO^>+8@H37_%3PYTQ M.R)(X5FTBE? -@RROKLE5L51#]O*,NLTS\X*)O!7T\;\XO5?A5Q-X3MZ[9B0*

MWXUH5E^X$5Z[# (3Y5J1G<1H^>T'RUU7<4AZGK"9W\5 ZOK2I6^S8S#*[E[*

M)4+B_P!RI)K<4%9VMX.DAA#4A)+ET#/ M;AW]?K36%8LK7$HZ<7&;=E,&LVV/IM_(M(2,!P6V$/6U;BBVJ4_2"C6M:'H

*MXPW01SU/W#7/-\C1UN[TUT)?*OAW/'C_OQT@G5:Z/O=%3 M[E6D^;XS5?1;K*:95WJE=(OI59[1AGLZ]H6_36!V._P& P&*

*P& P& P& P& P&!C4SD*F(Q&3RI'%Y+-U<<8 M'=\30V&$-2J72H]K0'K2H]&$SZ[L#*H?*

*W@9.DZ0"MX.@7Z/^/RZ^77JM5TH0=<=='V!3/,E3[TPO>C1%!S*9[*Y=_Q@KZRE/'"%M%&R4^M 7FD)3 Z^/^*

M5OG9Y@+%,7?D'JN&X#O9V@SGH+K^AG6R;+BB/AJY^VT_,YA+'>EEUA3%/V-

*M%:;>5C&WS%Q@+8=:,ZB4LLV>L<8>$+H[1Z"-TC<4!*T@LXK2TP"'782317?/% M,MN^NN1*-=6UM<[%YAB/7-+&1J)*

(8M4UAU)8;S)@IPP!:D^_'-D@6%4ZN3* M:A2+BD0QJ?9,]PMTF"%[)\HE'P>KF^T$7'_5%HTQ;,^=:U=YG7E8TBXQ9SM1*

M3T(^\A$PB9-TJNN.SA(Y=9,43(DQHT*I&#OLX(XA;JYY]3RJM:EA\O514FZ-*

OVRV.13"+TE1;9#54I25_$5;8VR2R9M);)FU<5M7L$;WI[1-Q2UY>T8W% MR5

*2H2E1H30EA5.5^3_AR.T@Q2&Y(/+ZXB,QZQ;^.KBJ6T*H8DCO1M\S1H>+_M)4%]#173DYQANA:QD3*

D"B4(%+XRK&YS3NI:D]&8:J*"];-:542RWK)Y+31H M9SS4]45!8,4YY9"DT.9IE$&B22=.O=V]_L]*]N"5
M,TU\U"9?;6.&B%NT@]ECV3[&A# $86!UMQ/S%>SERNMKA'&)+#.;K([I?5,(`MJZ():[A*I\6T3RYN#B@4-
PF^TCVPP]0W)RT8CQMY1A@U!(!E:-"=.:+^(ZB
M2"L%SY6OZ@SF!G9%D+>NCH=53$^R%BL%OVYJQ0@V!6A9SD@3EIFM)IV3K=MA MNAF)P;+,$
>B@5AU70LEYIGO3\?3N<)I>OGCHY1-%"Z* 1NB-3S_ &58T*MY M_!&HH)\5NYB^55^[+$WPP3U[H PL?
NOB#ME:"E:CL[G&[Y6"02#QQ=(3GI>H MV.O[%@=:6-S;1A/1::I+!=GU";]JUTL6SD#*WPMLDK"XLE>)I.
M8K8,2FL0+AD_C%J5V_K*XL2(V0P!$I+U,(N^18;:I-"H6ISRDQ0TZD]+LDP0 M96Z\]4$_;;]OE'4^|
[:6Q*RM>W6M(6X[;69#H6D+2W[6,IVT;8CT,6BB"_9* M+]=^R'7K@>YYH*B9&%I!(:5]5^ P-".;,07FN(QM(5S,?IN:$
M.C!>Y3$^P25[6_9#KUP,U00N'-3;'69KB<:,6>'FEGQ)J0,36C;8N>2D5H"3 MHZA3I2TK(:4A7GDA$F 5L)1Q@-?
S1BUL,EP& P& P& P& P& P& P& P& P& M P& P& P&!0OR94S9'0'&EB554L=W*YX^SGGAX:V/3FT,^U+=!NDJBGLH4?2
M#ZO;&LKZ,BD87*O9&<$9ON?=EZ&:(!!&'0D7NBB>WH]VW75%3?IFO)9S"7S M#;->U(YP)-<=?*(E9[Y:E>V-#
(]94P@$:G,8?%8^>N-[>HB*3"'7 MVE2]B,JU1M>:S)[2JG1OA<@<#VYM<4B#XM4%.M$. M\9_0-1.73\+J>(.=U
MJF_H+D'O#FWH.[[M?)A8%T&\X6NEFAO!E^V/8\LEUA)R.^+;'$NOW\2(;"F; MY*0)NVNLK7LAG2P-N(M1>Y.\E>'-L0J52=
2E*/*VI4)P]:C@7I"MNG?'S M,:DCC:LY[66Y ;W["@9S]'FY32'0]<|>6O1ZNWH.C&XD)G]GN\J9H6N6H6S2 M@[Z?9D;P
)NU[H?H+7HN1++#G=O\ F!:IBE4PJN.UX+4=O)[7BU>L:D<\AO0[V(. MM+$92[9A7KO7|\.OEP-"#_7G:=G\!1/Q+/?
&\RB,R35=6'*U@]7FS&GUG)K? M2E?%QV'O5\U\K36$=_)MHGR*5=7\;>D>S4Y^TCLQ1- MI:W%-L](:H2G;
(6)1@]HLP98O3U"+>O3>PT*(_'[U*ENE:O;*\1(*UZDZVZV MB?7ZA5-(V1O7)A_8SGUO14Y*;$#P:I?
U$\CWXSP,YN+T8XHT5B;-4D$ 1F[M$/K?'K9Z.@JVBEG>,HCHNXA_7=5\$M*.=%PN&2KGBSY+TU=MF05PDZ)ZL^+
M1R)0Q"WSHD3;-H/]/S9J6%*T@D.O1*$070<(?V_:UQ<)<^V[0TJ5)^,>F8) M=F;;YQFG/C#O175=M M0&UX7.VG2DV1S-
)I>X-[0:%*SA3N*C;BVA(=IT3,I9-O$R_UA3BFO:\YPM]U MED[KY6Y0I"]HRNUG$5^5)&HLJ1LTF=65V/C$LFK.PC(8%3L0
6_>E&&)"Q*- M!7;M:I.L>AKYK^,_+2A._TGT;3-IW3A^S[;KCS54U* EUVW]T6;*@4S-%*]N=$2N/2;A_GNF$DN<&]E6
MK7)&TMUBPMR2JT2HM,L/3HS-@+]T<28,,,G"_L+LZ-<%,"OOF6 MW>E[EFTYIMXI=D:^8+3A=U;:.;7:"V%)
["LQTM&6UTB;&@]='8\!H:%YZER^ M'5$@0G!2^(>)ZWZZYEYDMX$"M*S[ZHWIF9W'DJ22'Y"@D3>KC
M1J810/CDQB$85FH;Q+7-"V-QA3\]LT3LRKN3N(G'GKHY@,0N+#".TJ;MGM"U M9UJ-Q\P_4I-J9L4WR1&G-
$M1I29)"'E2A]/;,. G"083R=UDZ^)^A*6GE1((MOTDB[;JR_+-K!FFL3=VB*,:;RG(^GINI9Y;M\"R/+.QUF8>Y)0@4B7*$X $^
MYVLWM/@6GN5DNWFON*3]@0/GRP^H*IO'FVKZ(LF+TRZ5YNY;JE]'6!;4R@\G M98I:$WK9AEU=SQONI>C= (G?
Z3:G!K3'_"J$Z@XQ*$B<$U+;T:7]7="7E!R: MCGO8?0Q-QIJ5#(&.4NE502(4]5M%P!DFS[%5;E$7"RW^.U6!Z?=-*UP;D:IR
MTB)5JM)=J# P/H*,W30_<#'VS7=$SCIJNIES EYBMB 5&YP)/*X79\CM.
MO;$AT=LN8P"-3B+2!3.75JD*).\)G5&,AN5$$*R@J0E!3P'%M^7Y;Z+H^YJ! M219CZ(\@T'LZRN=I;)*^E2^NN3JT\?5\L
4$I^1_CZ0]E.G+ MD +93%E;HICT6@MN1DKVI*H@+!97%O1-21&9HD:Y>D7N3DS6=.&0Q*%"]00 MIT6>((2BAF
#70T\1]H6MN.W=T5SY"YC=]U\M^0"#=*5>]6VDBT%4O/"J6-$:M.!T4\NA[LPE*!,B]]6".$68/6AA)5!P?I#D6;V=?_/O
MC8L6H>>Y:BH* S7B=FN2F)!:[O(&%1:RFWNJZ\B[+;LCIHZ2$)WV*L(D0Y4U MO,Q;V]4YK@
4HT1"L+G\1PB_^7?'4N&]T>Z2+H0IUZTOMEYO232#H9 MD]TW MY-4D^#G;5<]%T0WVE&H98AM7
M/@)8VSO5/STN8L$ /L]ETZH5:(M7)&A$I2@4@*<$ZSX?>PG;Q@T39'._.41I68=,(I5CE#<
MJN\"V^Q^K^F)MZW72R2S6K2R)Q,QD2UD^G7$:= PKG!$N^%-*] MR%?+1\G]QOD+CV]ZUHJ/V/<]@]2GNV(38
M$:"X;D4[:;@<.D]KFX@U8N^ 4 7ME-M9#0C B(7:1KK- M/Q-.7^8U_2=7]^53U9S7RU:U>O+3-934$-
<>H;@I!I@$X(CR.TP3WU M(";HLD0 A9RO.G^C:;Z7US;W"X\].K7->?;/Z+JF^J/CL[J M^-
%L5#OT%9KIA=E5Y8D]M58R.$=;;-9GAO>4D@-1K47QA9J9,:F)0'H\<'= M%D=<-M-EN^NX_4\[0I*^OZG8PS;="SY-
QCTNO7UP-;O/-F>3FR63F[I&3-G+CS3?00H7)IKS/&&U-(M:// ME/V:R?3T:F"3H20V:[QBXYW
D#BWCDS*&%L"9PV)4!J4!$03\4'ZK;R$RZ9> M0:8\ZNL-BS?S([O=CT10UOI=O7XTS?K'G2+12?\ 0L#>-
J%@F#4;2QJ8+D3' MM.G+4B=H!) &F&A"2$L*B57YCK4EW'UO6-.*UKR%=-5U/JX=(C$!Z?SJ[MCF
MFV.PVWG*+7%$$PI+N0F*6,KZ597])\>9MIE3:6:<$*)P1$F!;R[/(3+:O[RK
MJA&N'Q5SYH9W.J*IZ:MI6)X%*:VZ!ZL!+]\L11F]PN(8"V)>KA"5))-JR3CB
M#)W'#"AE!&:$T(@7=7>1V6&=Y6K3)/'CU5W%]_6E6+51\UKVXFFTK9C5/UG7 MMDOQ1%Z--RK8=$9?
*4LN4I&PTV#K$"=221\0'98S#"P[3H+RN+(2LY"G%.PE
MCD]$3^G:LZZZYDTO*>")'27(=ZR6#UI6,R9"V=>!M*E>YC/5#ZX@6A5)BXM" M7\0 ^]"4:6&Z76_7Y=?+K?
RZWK_K@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@, M!@,!@,!@,!@,!@,!@,!@,!@4AZBY9L*T+,I;H[G]VF"END**:[!AK*]3F
MO55IU98M3VL**K)[5EG0EHF5<292UJY# F)W;'%K?F]+Q!7?NV_ =:LB*Y)_T!9-,/-=*6&@'JPW&KV2GJ6CU;5R[3Z9!KBKJ
M'B('I<0W']'EQD4K>AO:Y<%0265@=C ?%!7M.6PU/])S-MJRA(WUM7W8\0YP MC=>)2(M#++8N;
[2YULU#%WDJ4)PM;';B:;-,@5EA;_1$\M*H80G?28Q)@BU^ M*%:NMF]&K$MLN1'-?
45G\U3>R^6W*$)'>')X/15@V[=5G:D3NV? &)T(N*%.#:5RT%&'OM?PNUL6\3E=QO,81QRPV*T\Y.DMKV/4J
M1,J\>;DY1Z9B'1-,W X1U!8-?#.=T:1H=8L[)P*"3')I6QO%5SN*IG)I7:2K1:2K'!%[!8%?O2@V1X M# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# QV712/3R)R>#2UL(M>HK,XZ]123,RKV_AG:/2)M4M#TV*?=B
9[A>VK#"A^R+0O9'OTWK>![JUK/A/ MLF#L]%TFY]WHEO,/,SU%'2M&R*TH\PGHFQ&&K$^BZ8JWH:XFVYE$6FM<1,U
MV@D93)%HZNG*)NTE7G$%*ENE 81'/"7S=!*U1I;_QJ-]G4_9=97:M[@_P . MD2FTK)MV/V GG-
R2.;MY$A0*E[+T$GH>^QO#= M K"Y>YOH7=P/L;G?-=IF36-W4Q10LAQDT ?[]2W?8E*2N*?C. ES@4Y&UMI! MI9B\?
PKPRMKL6#9B3288-L4<;V0OZ1!I6)DV>/W&UAP AQ_V;?6Q+=T[7 M[+WM$X=478-
B2*QKK31/DP@FYR'"QJS@5:6NBK.TGR^WR)0G4I00HTYN4GP] MT4,8G 6RMFFDE':#) ^%;B>9.5S+^@*K@=[ESUAA-
45.GE,/ WG?F^KZ?CU M35O2UX+V05O V&\WUE,*6H.GJ@GUEJK
MEEU85Y%H"\6JX,6HTZS\R)M2=C2REZ90O#^%*_.R!$48O$%6<$]9LPW7LZ'H M 0FO 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8 M# 8'!(!>] ![KY1"]-8 M%8@]@5J+6A:C%KZUO6M_+7CMK?RZ]?EU[?|
#@>?M?5M]6;6_1Z[?/P'VOJV M^K-K?H]=OGX#[7U;?5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]'KM_
M?:^K;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?H]=OGX#[7U;?5FUOT> MNWS\!]KZMOJS:WZ/7;Y^
^U]6WU9M;]'KM_ ?:^K;ZLVM^CUV^?@/M?5M]6 M;6_1Z[?/P'VOJV^K-K?H]=OGX#[7U;?
5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U M]6WU9M;]'KM_ ?:^K;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?H]=O
MGX#[7U;?5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]'KM_ ?:^K;ZLVM M^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?
H]=OGX#[7U;?5FUOT>NWS\!]KZM MOJS:WZ/7;Y^ ^U]6WU9M;]'KM_ ?:^K;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P
M'VOJV^K-K?H]=OGX#[7U;?5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]' MKM_ ?:^K;ZLVM^CUV^?@/M?
5M]6;6_1Z[?/P'VOJV^K-K?H]=OGX#[7U;?5 MFUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]'KM_ ?:^K;ZLVM^CUV^?
@/M M?5M]6;6_1Z[?/P'VOJV^K-K?H]=OGX#[7U;?5FUOT>NWS\!]KZMOJS:WZ/7; MY^ ^U]6WU9M;]'KM_
?:^K;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K M?H]=OGX#[7U;?5FUOT>NWS\!]KZMOJS:WZ/7;Y^
^U]6WU9M;]'KM_ ?:^K M;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?H]=OGX#[7U;?5FUOT>NWS|
M!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]'KM_ ?:^K;ZLVM^CUV^?@/M?5M]6;6_1 MZ[?/P'VOJV^K-K?H]=OGX#[7U;?
5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU M9M;]'KM_ ?:^K;ZLVM^CUV^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?H]=OGX#[
M7U;?5FUOT>NWS\!]KZMOJS:WZ/7;Y^ ^U]6WU9M;]'KM_ ?:^K;ZLVM^CUV M^?@/M?5M]6;6_1Z[?/P'VOJV^K-K?
H]=OGX#[7U;?5FUOT>NWS\!]KZMOJS: MWZ/7;Y^ ^U]6WU9M;]'KM_ [!IZMKQX=6QH31RSBE+JXHFQ.:K@;HG2EGKU
M)20DQ4H&/82$X##=;&/?R #K>]_P8%FL!@,!@0!SOT[3G5$=GTJI61+9*RUG M<=F4+,%*Y@?(\-NLVHGX4;G3(2G?

D#>>O2M;N'99:P@)B12'^<48,/RX$[E MTIYIY!*E.<>E$ *HDHXLPU,(P/MEA/+*
*+8R1##\NM"UKUU_!@1#=_0M,I4LV]<$]=WE$E:8='&:K>MGNPX=5Y$J.9'Q]0(Y5.5*E,PA=],+ M>XGM+/ZHC1J5YX*
)$A1>QFC"'Y<#(YTQ3DLZ GW,;#)S5UOUG5]?W)+F4+. M[:4=?6>Z2=GACVDE!B,,==-*
N:Z(+M")3J3#B0%A&8$(1@WL)T(5)E1 %250 M0I3&!V(M00<6<0,(=
[T(0#BQ"+$'6P[UO>M_PZP/R4M1GB)"2K3'"4$;5$!* M/*,$>FUL(=]"= 'O9A&A##KVP^H?7>OE^7 _92A.>(X)!Y)PDYNR%
2C0&"(M.T$(MDG: +>RC=!%K>PB]-^F]8%8^N>Q+X?JUON+H)YDS-#7B>Q"L68,.@< MRLJ2O4ZGJPYNB4<9HA*
*F6029U<'M>3LDD!"4S8C=A!K^<(.MA@54=_4U<;='`M7.+U]U:S$2:W&FED1-A\>=+UHO12MYC3I*DSR_-|*
[K%A6QVND[>T&DJ9.M 0 MPI5XRDAJH"@XHL075.7(DVC]J%B4C24H!RG9R@HK2KF9_3UX2B M1I5"-
*$U1QN=DFS5"HT@H9JHHHO8S!Z#@1O,.T^<(#UA5?LPLEAZ-NRO)'9 M]7PE>T/):271B**7%.]@;I-\!N-_3J<#.L/*
W#5!6FIDAIH"Q !O>!EE!]-4 MUTQ 7:S:CE!CS#&2R+'J9Q=79I=8OLFO9JU!22)(VJC2V^5,:E.4>$ M&R500:,)$,
*@BV$[G'DIPZ&><40 0RRM#.,_6'9AHPEE%Z$/8=;&:8+00Z_A M$+>M:^7 | 4IS/?^[/)'\,,1:GV#0"^',")@BS_*
$%OW0PEBT+>A>F]:WK> M!Y)/)4E%J$YQ2@@T.AE'$F -- +^ 99A>Q &'?_ $WK>]8%-+O\@7*_.G2O*
M.7)%NV"JBUX]7'%)2$6;!*COR,UY2EM35SBDRL*GCD0<3).R-LH8%Q;LYMVE*!G3)3%*PTE.'WF!9?*
H3J&E^76>OWRYI.HCK M?9URU;0LRM(PH7!2UHGIW$6)$YJ>2Q=:2#1A(=G *T8#VBQ!%L.IZWZXH?ANBY/TCTI*
M+E4&I^&N44:I')TD=D,J-;E4TE#3#V'8F:+MKN]'D'OKVG+,,+(&$DL6S!^@ M BWH.6Q=6T5+|9N:8Y-*
2WRUI%SJW]6L!J;'1='7BBG:9DP%KFK=,DZ0<65 MEN$D4%@)3 5[5&$#T>$O9._;P+!)E:585H]&I3JB-B&'1R8XL\K8BQ;*
*,.C" MA"!L0!:WK>O7Y-ZP/R4N1'[("2L2G;4E#/3:*4%&;4$E;"$PXC0![V:46(>M M"$'UUK>]>O\ #@>PM0G-,/)*/)-.3" !246:*
9B<1@-&%A/ $6Q%"&7O0M:% MK6]Z^7]V P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& M P& P& P&
P& P& P& P& P& P& P/FO\8MOW5Q\NZ6YOLK@;NMPD%M^2 MGKFRX5:,=I5K54+N#75<:E5!)?
(;'5S1&J98H8@]E6O6A:U&D:(7OM -]/9V M&IWDWBCLH^_IW+GSA/HSEXFYN'/(I2M^-U+-#/6KI([HG+FEDD ;([TK8G15
*MT3"Z9PX@6'F1FQYX>T,_TD86E0%%IB3P%!$";QH=23'QW]UTFW>/>7&1-C6\ M,V55*MWY\9>4^C;DL2I[?*
*1(+GC*JA8%T99M26+((M03]]D_CLVIXXHEBQP-] M0JSA$B2A]&'EPTS#XB\C5(!\J-42[FJ5=B0^(3?G/SNT-*
>SC52JMVVD8BS<;RWD^3M%D. MNZTJNQ9M$:XJ]QEYX4$ACR)\6:2#5:2./JI-4 P,JHSQ<](4Y(>;9W1U"633 M=W1GR/
*DDK=ALX\N5^[J3B^5U;>+#S4W':4.#@3'.<4\M7M"YJ1$D?1_P < MH$J 4(]2(1@9?XE*6OGQU;N7K6_^?>MZY0\Z<&R1-*
U?%B:@IV&1[I6Y(A$T MY?I:RR,734O<>G;?;T[>\K45BK$S"E6M"\Q$H-(&(LC8;?\ S0TW:?97&_+# M+149M8YU?*
*^V^(K0<)7F26.1I4D?&UC=:X:G *XQ0>G6)D2 M@C0S"S2PBUL,=ZAXWOJ*
O_BWCD!M/K#KA!7OE'B5TV]9=S2+2^8P6J!4A:4 M<<"I YUY!JS8DM8,SX:C]T6>WFC M<1>T:/0RP #2XU>)Z:M'B6J-*
*ZFG,'3A MG6,JZWD]@=&I8E7L&Z&F+S!*_M[H=#23==O+EXV1"6:^:"8(?+4*I)$&9S0* MB5:Y.ZE@&(L\6PE?*
*FSAB\FR__!9T!?/CR>HFEI%=V/4\L9ZC97DLBE&5VGC3 M)N.;5L^NY!=UA*J<8P+GN0/KBT)7Y[11TU4-*
*\$D(/AF\D+L^3+QSW7V1Y/8+ M:-<-KKJR%6%5<>>UVA;*5(9?%B')N>D P&!*
*M4QUQ6;]D0@AU@:CEW(W/C5F$LE,XO+R@V793/_(=IK:=:)MR] M[(>72J$:*HYE?M.U$@CLK*?U9[99$E+E (J4F*
*>WD)SE CE =G,O&]UC>5(+ M5=SU_\/#9=XI%SUPC!6>#6 M+3?4,"A_<7<\EAG/U42ZEZMIJ-46/_!5?-G60(*7C-*
[V8KH^FYRIKAS,3,A2 MI6L3.X#U0D)"59\1L(T\W/&?3%_]?5->O/E52^6RKF+AZXK>I>7,K,:X-2?J
*M6G.E.=;PJ>N@*2S"M[DUAMU?N2!*D",LQ62>: (O38L#6-67C9[@K&J.GS3: M$MM3:-_)?"5=T[<&-F7E+I-*
GE/VO>#TD3E!V M,6P>F\"1;IX,O]?ULZ.4LX)Z'M+I4?G?ISJP7<[28SO]3'^/1/<,<=:_A>G[M_$$3Z:AJR)D$HU,.
PC31\2$;B,\OV0B&'KJ_@WH=@Z[XZ7SK@SH%PZHJSR] MV5>G6/?ZD+,]5-F%\,: MY#."I+CXS.]3N?>-8U;7-*
*/1DNKADY+Z=J>%UG7E/0JU;"YYZIF_;URV CLO M\6YY>%,MM%RR8U>^L*QCM !CL)D+1!(&0 LS>Q!]-GE9YBN6Z_$C".*
<2H?-> MB;..!^"VFRF903F6]?(#6$)YU?^IZ#JWQ7SSF3@M>OF,WBA%D4S8W4,7M%DYS*
*ME=B0Z9P6:'3ZBXC(I$SI4C>\M#@^,;$B(+/("J+%H(#ISQV=5.*Y]K8'(]^U MOS/8WE3\4=Q K4NHD/.,51\[-U2W#!NJI"55-*
86[:;75T? M$D32=&9(U3XH M3*$JITW10I$$ 6,H'Q?7'15OT+9U8DG&Q.JY]?>B6Q!]+9HZ9'*
*MO>";CCT832]@#Z]N;6R+LO/-%,\(K694S#6NH*X;HG4-B:/U/ZNC:.(-"=DK MV;Z52"6*=2V&MI9;>X^\='$?*
Q:5Q)XA7L\A$DD%-OD J2:VZY#M>,HI .21 MDA6V0@]O*")((P#B>46:$&O;V$)CI_J#F[H1SFK+1%^4[I;U!1>SM "8:G-
*'>Q%&:"%4;5[IFC1:5OUG MS;Q_<'6P.:S&-'T5*X!,JF@S-#9*^Q)NL$BKX 39,O8%UN6^A@;R@=5C0@ F M0HRW-&G.*
*<0+5&DP0FD[O+D!HW2S?.^@ZOJ*9= Q2&S&K:ONB8,53VT^M<^)3 M[C"9164Z7LDR:GAP7*/@-(U*0L_Z2 -*
)H.SP"!H,^;>JN8WFT5](-'0](NEQ MM2_30Y58W6E"5E@(7GWC\5MD51).]F/A#V6.+.7MHQ$:5 T@4;$#6BA["'06
*MIVIQ]1R(AQN3J7GRKD*B7/T!)53RX(#%RAS:*A;C)7%/:=WY+[+_ !0MW2"= M$N_0YN"J*VI"5HP&]A7"Q?*5SA5-*
K.]=3Y69%HXPWC5U(O%RO\E@[)4K+QA#!U;-'ZY\]GTWL, A755S]IQ73QK/^<$SK8%7U]&%=E7WR:Y*
*M$2MQL9_6,:L;%N$W9(Q*G"*A()/$U>FG9X^) 2UIUB@(R@A!U/\ F#XZL9?! MT$]G4?YR'9-'T-=D#-OR?5Q RI<1T!-*
*+D@\9@L=^.E?M/,R9G.F5(UY2?1A M .:+0#!C,$$(78?.I^9XQ=##SC(^@:98;_E"1.MCE*O%EP]NM)\3+"5"E"8U*
*MP96[E219MP2I#C4X0)]C4%$F#+T()8]A"5)K*44'ALMFKD0I5-T/C+]*5Z9'*
MHO:M0BC[4K=E1"71HRRMJ32$@@@]H00^UO7KO6OEP-:U1^1:W+,J5AZ(>_'W M?E;\[R&AW3HI%;,BMWE-
Z(#7I54+K9C)AT(A]W/]@!=)@UDID:=/]&[&D5K0 M;5^X+.,+"S$.[FY:DIE*
1Y[NZK]M;I2MX'9M74?.;'A+);CZS6&P)7YA2(M86:^[=71<> \Q.7I* XM2H3G ($9[L7H&1_;+Y&_Q;D%";Z>H(-*
*VQ1L?'B3U M..W(("P(\VQAH,D$E5O45$^Z>6P$N!:9,I3K$Y"M(>2J2*B2E*52G, < MG4)SP!-*
)/(.+V(LTDXL6A!$'>]"#O6]?)@>[8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8'S7Q'QR]?&F;.L1LZWH[HJ M%Q>?M=;EQEBD\9E9\HM-K7S@E8\'"4OZ I0C-
*5)];4IPEGQ;\&]+|^W'#IET M!%I6P)Z-Y/URY%7U]ZLC5SQ^3%&2.O5ZA)4UC#)EQSXB M5J0IBD80_%*U*
3GJ+=L<;7/V(=SQRNT]65OUA;7VD:\?T]Y5]4RJIKAD-6US M6$WAMSH+
*,1.BRLSG*LTCX@>8L5('4M.N4HAM7M)R#3PUY]U<#>4_H0BU(L,*
MBO)XXVWS]SFPR"PXBT!B+YLW1HD3(ZJ"A:V$.M8%3;9\=W>K17-$P^LVYGE+ MO>>+Y;^D)37]M5?*
15A&]5]161NW[F7V%Z"?6T37L&_?&)P!7%[#HKY S2(<5=9.5L3%:^[&ZZ37W75I0J0O$-EL41A>(JSZ99BS[(3+P-ZPO:?
*M2L1!R()CL'QWVT?X78]X\TZB*3NST,(I6*/Z=O>5T<@@DC'>4%L"@ "3K6\;| @\2I6.>OBF]!K]KKQ4=*
*M!M/*O3];2^OZW<+,LCPUU/Q#7RA5((\YZ+N*+2+L>1R*/#>C2#=-$7^E;4B"*
*MS2[UTG.5$:,UKVT>MA"49]P=UF\/UYT*U5+4;Q6_3O9//"7[CV>Z6:D2V/2B M2JC*!=7V&"K,R&K)3*K-A1U**F>"N3>\E-*
(6IX&K.0;3'1U8;=T4FEG0?/U MPI]U^[5U)7I&!BDR]*?]+[BDCG-8QN9IEY1!!.HW/2F@AW0B$#^8B6] M=CUKVQ!H2Y-*
\?-L5+142IX[QABJVWD_',MYZD72GVYVV?1K\=G/G5VKUSDQ5 M4&R]>E$SSF7E@* 24B#MK)7Z-"$ 2-
*ZT&,+/$UV(FFPHLJ:I5+*RNY#P:]3Y M;%>MXW4U?*
*U@Z\R4Q05:RM@L&!;HB<6)/G"&R&F#WZ%KHL^IR%*MQ"0H^B_=' M+582#(^)/(V?UG"[95UBRS"%4KW1>?*
*3[9'V&_P"GZPHVPH?.H=?K# DL(HR+ M4*RR=JM9_1V*TI9Y*)W)GYQ-QWK5A7A'+WG"> NOC6?>:*
M&5TE4K0P:OF=]LILMW2+2A(V,Y"!O(&#:(Y2G2Z4C#Z/PA" (0A#H(0ZT$(0 MZUH(0ZUZ:"'6O36M:UKY-8'G 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8#
8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#
M 8# ^;OS<^1/J_A?JOQS).F#>T43(3;CM?L"(JX=$'\^8T73TWYX;YJ-$_/ MK"Z/\4/C4*L9X5\D M^67HRPHC$(52<9@UD-*
G%U]2)ABX7IQ+BJ&61:6L<)8RFU] RG(VI;L\P]T+4 M':_8$+"1_P#Y D+:.HU8D[O\ Y&M^A(4U^/1E\E%-
*+7"=5O.Y#NT[GK2E0('%<=HU&L"I4C1[",@(7'XX\CT\Z*Z3FG)-*
*W0OS"7G0/D7D":MKWJ^(<8\+33C&N>TJCD#=7*V=7$Y=:.2I_33F1 MP-V>DQT^3$5)1#R%59Q91,UE4*
*MWXIY[@4YN3J1'(JG#&J!F]WL@I14H6BK;%3N8KB3%Q$K;J\C(*$4V(QZ%\,K M%KV-A!_D'\TG4,'YXZ;(Y-I*6:*
*<.57+C^MKH[74/%1+(C";MN=YI*1RJ)-M& MRYN<':6QW\3;!TT.+R0GT!K=G8GW"01!6UI068N#SV,=0N'83RY\AV*JIOD"*

*M^G;DQ\N=QMVHXK'Y_P!1K'^"-%=UA&FA^HZ6?+ ML(433LCF*NZ:;$4?FFH2JKJN^G3I+).?*
[AM=Q5!VX(VE,_-1/T6828K4I#QC M3%!NHAMKSN6V>9%3:1D[%5Y]/0NR62\%,RKEYBSW+92XN!#G4Z5DC$E>WL3]
*M%6A.G7'NI6CV)84K"%(K.V'>]A.V P& P& P& P& P& P& P& P& P& P& P M& P(XN.0.T2J*U)4PJ0HWR,UQ.)*
*S*Q$$*0I79FC#HXMRD2926:F4!(6)@"V M P @#]/06MZWO6!\N_.';WD2J6AO$!VU?O8:,I:IO(G=-)<]W11LMH"EJ[45*
MB[="L4R41:Q:KGU01B'/IQ4'>HH$3DA>"'(E8A-,]CW!F@C"&9K/^2!7]|UY
*MTNQT3"Q5Q)G'DCN.XN.K:W:%/VH_.\EY5K::24*VZZ%9S7:2<_N#\7'1/<9; MY02M(D#?2G*:>9E*
M&HI4P)JZ)NNIAQQ5$FG5XUA0U.V;/>K!ELCH.6N=Q6&9^*U?5]4*N0)(X): MJTK->9&>%*
*(D*WI)HR@YD&\Y1%]CXR8.5>-+4O*P>QZPM&S&R*++/JNMVRJ4- M$6^BJ"ZBI],G]Q7,RMMB3KI:I;UK2%?I^++2!2%?*
*^N ,L+ \U>6FO^GY7QY7 MT+IR?-=A]-MW6#I8L,>G1C [\MI./9B"K[*U:Y9'O!*CW.V5R%@:@I Z^*-6*
M!/WL)0=X%$?.1Y'>H.=;6KV@N;RJRG+,K?F2].\[S#9;;73L78M65&L9&&*
*MT)&R["3*2$TJNJ0_3A1&VS9;UH+5K:;UT(>]!86^O,8N5,5:QCC#G:;])6%; MWCX=O(8N=X]-JZAS=2_/SHW',\2E^RK,*
W61/!SKWB4N+%?"&';0'>\-UZ> M[V%!_P!MKU<;X[6K_#"FI??_ %=$/$='NWNENE6ETIJ#QBB'^S:\F9];3,F]
*MW]J1,EH/07])*9 Y,#6A2HD[*E%[H"HX7P.PM15OG =FMD-8;#YVL*P6;F+A M;FKK7N7J-*
*IE=:1J)0U@N;E,R\$3E%JT]X@DDSFDVF#20*4Z><>>8HL679 M?N=3U MB94QK-:"*
+65K6_4)&A/ACYTAS@V/^X.G;"D"+NFI?(BODUD6%$)+(Y)T94 ME:+:N1*Y Z@KEO,/ALJ9ENU#DUIPI@$J2RRVT:!&6!*
*($.%$O"5R=#8-6%?-4 MQO4QBJ?G;MKF:.C6RR%G+UD#[TE[C-;A+]9XQ:TB%YRE6GJ*254W/$-ED9=;+ M7US&FF?*
MTX#)J_;1[?F100% /6SR6XP8 P(2\2GCBZXYSZ=NOJWKB2%$DF M7-U,\TQADD/2KUU9.79)6;^^O[O-'VPUM+40QQE@:.*
J0HF9B0,YQI91)ZI>I M/7G]%2H+/J_"/P!):]ZJAMGU4WW-+^OK N^R;)ONU8Q6++)&-ZOOLF&I;/YV] M7F_H;=7^"
*[M=%2U=;4>8*GM&P:"0Q9IKBU9;$'>O MI$$ZKC^ MTY3)6^9H&.<5=T 4*!*([+J6DC+'4!L2W#G.N&Y6W 6EN@O>*
[.+4C4)SA$X' MH5^+.+*Z42U0/LSR_C:5;[W=CET =T6F<;:DDID+*"/.D>D[$[P9QH=ZK 3 M026!/%385]
HC@[5)TI2LTX\P(0??]RPLY]@',<.O#LFJZ?B<)LJOYE$X)= MS49'[O8;@F#E.[(76Q#)M IE7ILQDE9@7^/L\?>Fl,?\ "(E=*
(4G()#8 M]4/+\8HZ5,+C7U@VX@K:'<^UCSI!>>U\Q)=/@\8J@:PF/S&/1U8T&2,-E.+ M(<0UN3JJ=E.EB!"G#LH)@!F#"R^*
P& P& P& P& P& P& P& P& P& P& P& P& M P,?>?'CFL]ZZ!Z^Z+A/"2@+KS!3?0%EP)XI^GI20RN
M,>:YJS0VN:HK3\8)9'F9X5DM:I\4.@6W:@9BMA$-\3W+L1378V*%%B3"/W]Q;2?"%A1J8/4:<&932U$P:55]%5[<*
*M6AB#8K2SEU8I3OH.JWSCB M7S"P:*Z8KZ>QHZ68IW9?XQ@M64O4P70-UAR$\U-XXJ9I^W><;M:)_?,QG7,W/5E\X1-*
*TM*RS+'<)C%K8FD=GTNE=ER2 M3LZV8R:=&2&. VF/*E3GC(+1Z)`G 0%4?&AX\K(H?J[OONF_H56U:6CV M#8;*
<"5!6%C/]KQBH*Z1$)W>>*RID^0^!%#D]\VGHR3OR=$UDI@*"$V]C&9[*
*M>@!:1T\7?',VZ7OKJN[:KC/2%D7RS57&3FWH6&US:D,J>+5(PNC(R1VF&&0P MHTR%(7Y0]*7%X,&H5JE[B9[SWH !*
*6$*DM_@0Y3CL J.!06[>PJU_P)*NN# MGM%,J[N*/1B>:9^]IZ\-)>:JBDID2D3),G0OS80((N0_9T M+0?F6^*
SDN1U[":V8[DZZK%C8>06#AJPSZNMV-Q15T-SW$2'4$0CEYI_\.E[M/(G.-G/BL1*UK2LQIZ=2:B4^_;S!)-A9*M/$]RI7#I-*
*B4%SVP(KU=S+SUR9 M;T3GC^T*F5PJ?FZGWNDH:%HW'(Y&G1IDCW#W\\QT6A4B]I?H!R,"/V- P,,@*
*MWB,KR#5#/ZE([\B+Z9,&VJ6"+V.\=3.22P*S9(G MW,7!++T$.BC/AAHJ!TT\597/179-E+#O6$V[%*
*M6.R[2M":1E##I&9944*K0?/DPB2N-M:5.2QJH.)L1#(TH3$E*C#CS0L3R[X\ M*HXYCW/$$H:RKXB]7<\12WF!-5*B>MKA*
K;2>R;G:QQ@M7)^TRC: MU4SGH5#4@;/I1444D]QLHHD+\X# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# M 8# 8# 8# 8#*
U6^2:P.D(.]4 &NG3I^\XN1]E#Z/L7BFGX)>_245=D3?%Q M5 F15],X1:CF153JH.?3) Z1^)2!Y)5(V\/H"5,14'X$-
\J=@6I/[HX3KQ-T MS&NDZUMBL/(LYS&PVRK$U8RF9N'/%I\YQJJ4MJPAWBL9D%5W=7C'8;HV3%E2 M-[$C->!#-
VW)P>X()#II)=V?T>FN";09NL!.W,J3S45#Q>V;3Q&&'K&N@IOQ3 M
*;:>8T0?;L#MM_D##.WB'<]QYZ0LZ)S@B024;*H:U8"QF!& M7#DCNJ$:PKD4PUIX$0F+*4J@J/8-"_?*
*DLO#J6A*WJV9\]E5FS1, M[H'FN)73-YF>N=Y@AAEH=-TI4!T0K&#Z8E<=7/DO;["6_&/3HO)*9$20?PR1 M4L4DGH@J#?*
U;UFP3KK_HB$7.WQ:B^'.L.;.<%7,W^&$'>VV[XQ.&CFQ^NB M63"QW9$?8\8U3;G8L/06K(6?2=T5[=F.
MO%;P5+G9MTE8UIOOTZ,PKW:,\7M>A1FPA2KMR]NHZ?O?A=DK(NMF"@;;ZEKB MHKADCJ>L?
K2E9LUCEJ.@(/$XRIC^XW$HTW$PI,M<'XQO/_5!WD9+KY38D@W3"KO"1N=M.IJN[/W M:'32?%ANHVO;T%2R-;*
*&$Z6[#8/SG>'4TJ[\[$H^]P5DQ5Q7]+_KF:/618_4$.7/]A3EY8X^N>YQ,4-1MZU0W(TQ;0Q$B+1D&+#@*7!4&M+N M#M?*
IBONL.[(9#.A>M(!''^;:(HJ?TY7O.?!S#U37[Y+IG ;.E#^7>$U)H.?/, M.:7=[B:$KW:J618(&WXDXE02$LQ22&4]\^6.:T-
"..7'W1S;!)RKYQ;O('T M>RKYU7BV+W-14)10=%)*"Y]D$P=MD2*07@ZS!Z4Q-S9S5#B:3$=^Z'L*G?O MM'T?*
VS=7,]FQ"S(LW.G^:NW*[AT0XSCT49FT"JB78[LRFNM8P&02UM;TBO5 M'].Q-*
;MXW)'8:K\4E4=7>V/250/JIBE!=7P::CBO6O)U9TWW11$H+GFT[])XG'9=S5!:1M.A9X MSEB:#E0(Y)"V1U"'25U_]04
*L*I*NAN[*\|:]^=BR'NRX)S-67I>2\TQQI3< MZL&Y3X&OFQ9A/>L>.()S/8?.:?7\<8VB643#62''TS23*
MA8+?.^5NKVY(WB'JV]*4WH32W$>EHT6PL!%.E;U9:&ZMMQHZS[_+!F%3\-M7WJO'5%^::D0SR*UL=*
*(8Q(VV?.''],)I,]L3\268F9MNZI.N1"/--2J M"2=C &7\5V+?/1B1C:C^Z?)(3+9M0)]-R:[>U[1N2*T%UC M?*
W,K'6S[4G,,/C\C8H"GAPHS-)^5G2L,F@9:E&]'[,"C<4S:=ZA]I+Z!^4- MPN P& P& P& P& P& P& P& P&!TDF/?
$L;D"J,IVQ7)$S([`Q]]*34;,I?"4" M@QI3NRP@(CDK8$+<']<7R#B?P_7&&7I-6#UC9?*
*CWCMZ/.XS&=DRUHOFL"Y)9Z9(U;:O MHN-C?W@6S"S&TE*8BU_-3[*#\F!4]RK^[AE7CA8^TH=VC.:JG;)T))J2=XG&*
*M:9YFD,.E;2Z^3Y\Y:9I"Z GM.RA\0/L5J9R2IDP4"Q*D4*6XI0]*/-,4"-#) M.E[KZ@HCKBJ>5'KM[M9PBP>19I=KY8U!*
*<,TUT;;LVG9W026),Q4H/0$H @;"P\MO1W:,CNAH\>.NFALMG-/8-T5E(NQ6VG*F/ ML9[HJM^1*:ZKC*1-*
7;I&UM'HK8=72_&R.N;D"._1?T:S%2=M)4J@;(#8-QI*
MU(NDO'1EP]56)7D:>:AL/H&F;DMYW.9:MK=U<^=+^L.AE=EJ]O3N%@A;?.-P M8AR.3"5A2HU:X9!6]%A!K M-
*_B:GL&G5UG\U.M9WD)[C+LYU4XMED(=59.WA M/I6C;"3+.B#9.TJ2.F/*41"M>A1.AB?19GL$&F]WL-*
*%;SW%V65PY24BE5D: M2=_V+Y&.A^7K.D',%(LUF6IJNJCNWIF*JR>4J%F+7*$4T=8VU5.TA5JGU"\J*
*M6Z(D.;NK(5+"=8'.F7=/=H/$.7U''7+Q51UNPJ2V>SV_8UF1TV*V%#HC6E^N= M;M+:.^\ZMC$YQJ.]1R**IDI$H8'!:WLD1?-*
*K1Z(5!+(;A!L0\]JY67SAPK;5N MU#+GN!SUCE5 Q]LET8A#194I8VNQ.C*FKB6*XK 7V.RYLETI%$):O+;4 VM> M-*
0M&4$H@PWV ["B%#^1:24^[=ZN5]W5=%KTKROR]#>DFEVZTYJ;.->D%3F:J MM5),HW%]V%5]'F6#51_XIL:1#)-
*Q9*6FDCF8VB5JQ^R$@/SQ)U[U9V'RUU/3 M<.ZIH":^0/G9R@,ZCUJ5@"KYS25Q)T\3V]1PB-H7HF25'(%Z'*
M13RF)CXGDDS2TXHP06_XBZIN;NF<+KR;8[):+YCKB)N-1.U43/-(9[/>MVQ MY3(+X2O#RO;AN;?*
*^7Y&Q*X6A/:Q)T\HD8W=5L9J% @V>%,>V.B^GJBZ"Z < M[%Z*Z2Y!J.'I(6NY+M*#\LQ*^N#G9O*
Q#8ELP7]LS]BJFT;:@QQEJB=6QW MI=("VLT9)2+D\P\P]4)5Z8UV.G[(XWK]MO(:;,!K?LI9>ZQQ8853_(4R8**
MY15712&P6(F]Y1..?Y)(WMD>9 68:-0^*W8XY&HT$L9?H$6@H!T%W[T?7UB]
MU,2KM'L2%RVE.CV3FWEV$5OP#5]OT59-@N_/U%R&L818-T.JK=JFUK][$YX55ESKQ=+'&L^'>$X M]V/&F"UK?*
KV=OEU(9-- =3=6D\WRTSZ87/11M<'A06(M\TAN0(T10Q["226#00Z#* MX@VKR?B&OXQLK**
[M.)]F6#4%H519]SVL/N@R>4 M8Y268V!T68@07F"T$\Y@CISX^QNP3&-I($R$Q] C:A,+9IM"D&C#L027$^%> M;
(96M8O$GO&:S=6U=>,_=[W?\UG5>IWB\.@1Q=RC"!_ECBS1ADKX$/40Y2F; MT#/'$#0C2-;4C*2^P$HP1H63A%#U
*;9O2'0$1ER^1N?443K*"V">VR-@=XDW M-U-L$UCC%N*F-B 1B!Q-0SQ8)?M2J6!$: K8 %:"((PJ/QUR3%*98*U9J4\G*
M'2%P49S.TLU>)JG72_C27UHV1>"1O<>:().GZ!\VLD\2IX^T)21"WM_1N/JE M"(X\0?>:&%W>BJAK;HBK4E>6))%C-
$5T]I^R4+JP/3.UJUKS2=H0Z^HH2E<' M5$Z(%#4L>:W3B7! 5LPUKTH]V84+T.+"FTZXOY1NZ_W&SR^D9R0V6C8506G:
*MG-,$N&O=TA?MIT$"/[J^93>)F1QXG:ER9"(.Q:7HF-\:FQ]+CZ#3HE6!3[T, M/? N*N6FCJ]1)6+HV?*
*RMZKZW+&Z>8>,EMO5^]574-YW&@D2">7,V5HAC9-J- M[B]F3U\6)$CN]+(^UN3^N5H$*90>$8 V/J(?$E4A22Y5%XZIE:*
CX5#)U#(V M'2%$F]A07\.D>C$PG).1[M6:'V &Z#Z&CUZ>@M^H5XN.&T)T'8=00"2V>TEV M;SO<40Z4C]>QB;Q(J9Z?
*X@P2EA:#)7$U);H_BARA!-5 S?=DI!C'HH05 0ZV M$80"D\=-#$W MM@NX;H45I'>AW;JI5S*9843'SA&^FQJ5,I=*

[44MY0<04FT665L!@C0J)9G-[[-MTO"N^S>HZ+=[MCD"K>\(K0DEH-J.NQ55,S0&EZ-69H.TIWC7ASFL;G(VTZ$.D>F=*
<4C4$&2VQ(85+(S#]>YMKT-M%=P"NJQ62-+M3N-HPKG)W=!GJW!8O?'M8I//WHPLHH.XC/-]%PFD^1*&(G5B*
MJ(+R1>$:MZA#7R5QQ0]',.1#89D!K9P<1QLDI^@D1BLW/:VY(G*)<=-+6D"-M48,DXTT)\Z?I^JN@:;D=+7*
KXO&9ZMCA#5(8+2X/-(J.HY)&J95]**^DHA-M>VVSR(S2.H75I&$M1KXQ&#WA)Q7O"AA6RF:!@5%W8]71>W:4QZ-*
OMNK0RF8^-M_P!YO=!00VLZJ=Y-R35YCK+!J=@%31\#K-GYC:5KN\.2-6X+OHU&-HPA.7[H-M8=F'B/G1QYT/Y(3SV4*(5-*
;Q7=7HCDTNB1TW/R2.$+L2L-M;0[M[(NNKK.I6QJ-DE?6#KE=-R!C5D0U9!UKVWN%<:)>8*
MET>+VE"=0'^;@9GSYQM/*$?H4J4=T==7'"(-&@Q1LJ:U2.7-0-:UHX^&/,>W-M-*
16W,U=3HU5'R"BCTPRGHGWB@H(E&CP[&-03;1//$)Y[WNO0)YP&-P&-P-M&-P&-P&-P&-P&-P,4GC!$)7!YE%K!2-*
B^!26*R"/39-]'Z2LZZ)/32K;9&C=-M5(CDVD[:J9U1Q9X_>-]DL6]^UK^'-UA4EQ%43+-Z.;Y+W+;/4L"YTT]*.9:"*
MLV9T&^L<#4K*\D]7%N[N^5_7$6M2Z'2(U=*79F:U,I>'<21&L../^(6>RK-'M441P'1L9L2HZV2]L6M?-*
;\-25)+:)X[DTUHAW9>?GUJ87R(5^;,%T%KQAO.9-MHZKCLE4H8HGE[XN+;P>Y&;\6H3D'%A,Z+D/E9[YD-*
X7:K8*T&MIVCM4[ASY&T=:S#G!14V;#%LX1SX3,FC5]5!:BIX>4LF3E"-8T!3-MG>[W[L>A:%OU"Z%0Q)?6\.::XD-*
R3>\)7'TZE:Z3NTC:]#9#TC>'=S5MZF0(-M:SA==1,E*D!L2%(8E94@1D)-:'LTX)AH@IC8W(O*+[#;V@LAN9ZA;ET%TBS]*
M@E31HM&%QFPJPO"#HZRCT7F]/.BIJ,2M141_*\N1.FXY,7#L.VH%-V3H"4]%$]XJ[DIQMMEZN>P8<*HI)-(H"HH)*
MPC\AK9-FB_XMABP&-.VM2,M*C)4(RC@!>Z@.>Z@I7G^&T7-B39G5[8V.*OZ2-MFSJ18+E8;A,GYRG,LG4R?5Q1J26R&?*
R^0+7IP6>["2I6K3#"RP%[-(24]/]-M9TU#OI*1/4%JJOV$):?*
X]Z!Z#>ZJKIA@]SVC7SS'NC[DZFHN_:VG$"!8L8L_I"56M.I^GA3B]P-MR35W+H5)FBW7YKTSNC(|)%3&8#WNCE!*
%80RL/-5#G\F61Q*=++%=8S:"R1S-M&VITZ2YG=KMFTTLB>]+#EUE2E^4L!C1^,4QER8\>Q%-"=M))+VF1IB$Y!910*
M2[UU0<-ZDHY^H"Q9Y)]W:9_(J\7,\K@[Q%F:PXK:\,4Q$V9L$KCJMW-M2RB#)#=IU+8N+.(-8'96];]=!3EU\75+2V;*
[E'0O2O0_1UD+Q50J5+;FE=,)-M!N%247;;5>"*IOQ$K:GZVA>]FDEN,K*[2D06GZ3=AM"%*CP*-Z+"1>;Z-K[GV*
O\,K1[>)!'I'<-Z6\N7O;JUO"DN87;-M<$TM>=MJ56SM[:D-TL\RERY*C($6,],F)-4<::: 9@@H[='#%7SUXOV417MZ-MY.?*
Z6ZA>SF[JBI]XEU$FUC9,J4PYLKJ6&-FD]-M86F"H*
60O]M8(++*Z:YHED]YMM&/SEG;]DWAWGN5UQU]74F1N=A5QW=.Y!:*
M%OM+XYMRUO$YRVJZVJW8H&O:FU">R(F]BK!J<6M5[U2N1.VMJR5.MA)T4$$I*
M_&6O8)TZV77O>?;=:SF7551U5V9(X\X\QR!QM0KGZ.OL8A$XFJBR>99V<*>+*
MVZ2*QNJEN$WHUZDW9NTH!>GH&027QV.KG:JB[HCW'V)5EHR&DZ>I"RY5!M\N*
MGG6NU4DNG[G$)?,6Z;\R3%H0310OLUX-6F,2=G;CA*-:-C+"-.M!/SYRFP31-MNY6!9%F6C8TIY.M)#*
<<5G\C509#*)_.$59675(EME$1."QN++$JR.VHX&FDL-MS:R@^,*3C!I)8#"C*
M/@,!@,!@,!@,!@,!@,.!@,!@,!@,!@,!@,#3!YR:-M!HBQ.)9Y9-@TI4<[L2*3'I*-1>>S*MX;)YI&XY(.N*30O[*
P2E[9ESXSLCVB-M=51*Q*G/+(4E*30&!$$P>MA@%ET=R#-_);05,7-4E-0#EEOY'G38;SO8O'YOG*
HQHYQK^S&,,OXY.L8W@F[WWJB'QF.L")T:U-3L=M$-MGJ1-[*0-G03<3D-@!8RU-0!P%T)4U5&O(A&[?B%*
(#/(>+H]AY@001IB3MQNW<<62NKZ06TRUB43'SF-N-MZ)_$]/"ES@5[SWJQQ(;C-*
D&+PZ#$863(:.FOB"X!L]&]36I'>^H/<'(4SE)"-MF4MK_P]-'!_2K#:_-,]=G%.J(<)'0$DFZ1(V!7#'],P%\;"O^Z>W.&]A/M9*
M\CTQ->G_-#4/7,/*O/,E811[AR0=$J.J]G=*UM9ZXG7KX]_AH:AC";<-5*
MO\U5%#4_1^TVE1IP]F^U[8O4(&E,6&P(A7HG:4^:%L+@.+DJ=*/^QM.8^:("/V_P"9[.]^OR>N*
M!\K+Q'>'TGAUHZSJ73U4+R-FIZ37UK.V@N-ZI,;?O)^OE,5+GT=E3T,(+D=[5*
M=;B4/#=.6IP&8$,>VX)UI06DH6@!BUNN$TYCJSS3],LQLAD//%\7UWWSUU5$*
M4WT@^@K69J:8:8OSUTM&&0@E2<@9B'QZ*A<[*2ZUHUL<6EW,![#*J$:'U,\S*
M@$5SAS\6/7LC+I&J0##\G\T0((PA%KY/77R;U@?,144ED]&W+V]6D(<538M\-ML'9'9=+0-P3_*
$@;^*7159=CR*H["EJ$*,)@43B1R19OXU>UZ!]LJLCQ:]1:-MWK85E@E;4@S\T=T]YL,K96_LVX#%:Z%*YI/*
MH)%TBF3IJJ9(NXJ6/Z=E;4$1(A)-<4H58;E+GZCK#I9^\2#1$E+-&[>C'D1-MK$BVN>@&&C2SFDYBS\$="SV=P%YC*U*
SNGPU;-4[;BU*XE)IOT6<5L(]:%H.@-M[+RW-XD=IO$:-^M>O*1O7LBW*+L2M^?X#TG,8VV4?2E?/KR@)G?3LY%/%VHW6*
M#9$G@:(L3ZR)]SN0FI"69DT8+1YB0(]Z+XAY4_Q6*K9-JNHCI60R.W2ZTM"M_)W5-:3>5=-L->>-*
OH1&P2JRY2XM+^IL)(]*X2UNY-5RUQ3@4)DQI0Q;()&$-M(:[=B_%E=-=)P2?4&HH!)T'0O;_%*
<;M^H%#0\1WM92U$!I:&4Q2?$C@[*T?XB-MT-56TC^/>8U&V!=$I2RA?D9:QM4;,E0F4%&$GE#$-81!WO6!\TTK^L8?*
Y\Y[Q]S53D,Z>IZS+,8>6Y/55-0-M&/V96KFY^-OG!Q)9*7=H]&TKW%7%P>90Y*4B%K&06J=''W>P#&I-]L,CGL5*
M9[%2>MR+,=XOZ6'+X@LYT.-MERZQAR-P_13B1I2Y,"Z%IQ:#5K5_/[TV\M\D6A8%)<.5!SC87<[WN4>0Z!5(-MZ+>X:*
<63N&=/%I2&FC(#;[6-M42X$F\Z\JKKY)FCG-XN&/]'6,837XG?-MQ-3)NXF2@3VY3Q='NT98U^-MF@6RK2WHJ9FF9*
,B#S=$?IL47VTA,-:ZI6-8[F(0A*$O%H-3TWIBM[NGA]"<-MWS0ZNN/Q^:VMQOB.>.F^+!M]['WVVGE1S<&K?J-D3."AG;]Z*
MC8Y'I\;M%Z+,5%:#97XX+PFMV^0?N$NX(H&"=#4_ROPQ2O1<02I5I,?1VS$;-M!{0OS;5)*KK6\!0^NQ-MF%6TR='V[;=*
(J"1B+/(O&B.-^B[IJ#18@""+V%_@B!&=K_YDZDP/IO6_3-U-MN6K:L?*
Z_OAY[L:+!W5=:.]!^,GR54U2]G2!@E=V\T<>6].>:@3O@%UK211CF%'!^F-MN.Z5BM&0R16Q9*2Z$D0YON!SA$WM.,R6?*
IH95RB11YV<7Q*J4-KOLM03HY2E-M.6A._CT45.\>)BR7>V)J&(T+*IWY+)#,[+:IBLAR9OIJ3]?]0.CG/F.P&%:D*
M7L;>;"5PG!$\(5-#-$B-H3F>OL"P(#\>G./"73-BW1:-2)=5-)PRK-M>/OQ;IZ6J[-05B\3-VCG9M^T8E)>V:*
V%)D,T^AHM]+H_P-<"8^4,UZ-3K%@-M6QO"'>.J$\=<]U45=0JF0K)9**Y2L=66]>30?9+I2,)UVMAR.-M/H;)JI/+0"4?1TS-*
+)J;'&I@)<'W90WLS./X81Z-MPDXY,$P(7D_5'#W1W)5X6Y?-?)7ZGN>5\B!T)2?2E&@S%LX6,S^@4L*
4)*\I\)=D9C6>I+5E#&'/D?8/!%*\|<;VX[*H+".=KQL-M*GH'S"Z(:^2-D+ALRMJ+2);7._HM$TDH:@*(9RW!"J6'%*
("V8PXU.J$1H1NM-M!8@5ET*XWK:M?.")@+MJJZ-@LRLB1/<81I@M]*6=(++(C[>]FZY)HM7'3G]J-MWQ0L;MG[(3;)"*
<:#7O0BV%%ZJZD\9%?<1/W8W/E.Q*/\XVK,6NO9-&:4YB1Q-MV<6-/)A9R:C6>(R6FXS$FB22.0R28R8A*0F7HQF*43B6?*
K0DYX1""QU!=7R-*#_36_>;]-M\|T\;)N:0V-$CI_LJ\OQ_;6IM&+I:_G6W10W35IWUI=7^W!G;OQ7-HP,TY9Z:YJZJ+N6<\|*
[.;8^GPFWY%3-J/Q,7-CCL[3>M-M4Z-O*5GJEJ%$X2V,',BT@QA>-;/0+VTP(T9HBOX-DIDYVY^C5GO=W1RBZOI@3'@0XA*
MYVY^;+56WLVT73C?=[F0:EO9^3-SLV$0L]HDT?.B$7.89J<[J)DR&L#28T2U0_I](WT^3-HTFT;-M\<]-)-Z*5B5--*
$I+U[)FQ!^3-R%*E2H4J9$B3$(T2,@E*D2)22TZ5*E3EA)3I-MDRGAD4(7-4A>YPJ58%1H31CT8/0@Q]RI>G7A-$D3O4]:.*
MJ.-/)TB@B1R@D77)H5(%*H:U0^Q(A4U&E1QY/6&B.&J1Z)/$:+8MBV+>]X'K-M)I*F$UI]JS3U%6!%V.#*
(7&5]Q$P&*%6FMCA)91)4?5V"!I#+5+(420-4@U8-MB-A-'6@^FM8'-L7GRA+?<4CQ;5(5#:+NWH-M:!TL6M89-G%$V*
/4*@MR1=)6-M5S4ID-52LTS1(!!+T8:,7IZBWO89LGA$+1I8@A21"+I45?!)!-D:=@:2$L(-MF95,;3AB"A0A!V'"6UM73E-*
FFRW&-PI?8[-MVJ69BL!;%F-5-F5G6;,VK:6F5'H#'UN;56SA^\()/-4/V]^T'?KO-S7-8#-8-M#-8#-8#-8#-8#-8#-8#*
]*E2G1ISU:L\E*D2DFJ52I2:-A.F3D-$:<>>><-M:()9)))8=B$(6]!'"6][WZ8&LJI_)CR?-9_$D41@%T0^!=(3\B,55U)(:!D,*
M(YVZ*LU0V?14=1QFT525,K>7&9-$8"EC+N\H4+9)R49!+.M6Z&E-8$BU7+."-MFCMZ[:/J6MZAB'93%7C'9]QR"*
(TW&XG+Y)&)BN;E-]/5GM4<0*YB\HQ/#.N=-M41BU0H2$/;:H/#K2LD6PQ2&]Q<#6=Q[.;JB:B-R/F.)6BYT)8L1*K4)B1DL1*
M?<355CI$)-5QS3K1?TI/9]2")5(7$MP]1DF^\V&47A*^!GSKOG?G:^:*
MVIZ>=0RZ(2F=T,9/:;C,Y=8NS0<:ET.TR3E]CCH"!.KE]#.:MH3%J4I[CID<-M#$^A;1F["$7S#RC\C5I95X_3]>]"*
(VVDIAJHN@>DX_RK:!.,-;4$F4HI-M_@N/Z&>.8:+F_P")+2FZ-MAL/3-0,7988@=X.ZRY-O;INW276F9M41J.I%,V?&K:!W-*
T46?)'AO"49M6J*-MWL+!VI2].WK&RX;=U3UI<<0*7D.I45M2"1:PHV6Z)0F-2N1;'+6IW;-+TP#1*
M:+.T5[P&A;UK>O7>;!F<>CL?B3&TQB*,3/&8TP-Z5J8H]'FQ$RL;*UHB@D(VU-MI:6TA,@;F](0#0"B22P%E@UK0=:UK*
Q2SZBJ>[8J=!;GK"O+=A*A6F7J(=9\-M*C<^BIZ]%L>T:TZ/2ML=F@U6DV8+W1@B=C+]K?L[UZ]P.>S5O7<=8X?&(_-H*
M6Q1JO32#X#'F:+,;8QP-MMAW26-QU"^NTH1,#*CDK^C:V]]D25K0IWUZ0,>UNV1"[.Q1-%[BC9]N2G:4H-MXP8$_P*
09[O0?;%ZA[ES&R.BUF87O>P#$'8=(V5[-60#(6S0>(--(TA?&R.;(TR-MH,#;)E*=;)&]D"E1%::D,A6(R3EQ)'NRU9I0!&Z&*

*((=Z#!%G-G.KC7+U3KA M0=*KJCDC@8[2*K%E60957+^ZFJR' US>H0>Q#C+JX&+TI1XCCTIAFSBPCWOV M@ZWH, [U7L!#!P5B&#P\-;%Q\N)EU[J-,NH.7%BD@4!4:!$}(OH$,?*0AT2%' MI/\ #!*UH&@>S\F!BE=T#1-0.+H\5-2M25>[/:0I].E=UQ#H2XNZ$@\2HA& MZ+8TS-BE>D)4CV8 LT0P!,WL6M>N_7 R956]=KH0=6:V!0M96ZAMVS'U\JBS M&HA![.(?O-M1T4-0C83&W9G\[9 D^RO:^7V?7 [U@C[#%&5KC<79&B-QUD1$ M-K*P,#:C9V5H;DH-%ID#6UMQ*="@1)R]:"6446 Z]-:UK [? 8# 8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# U;==M-BTSV9S+W!':;LR_JUA-']!-JCE_539= (K$N6OFV:RLZE^4F&"SNNP]!TB1/8O MM#(;SZ=3MNF:-F/!:Y/#(R:H=_)SS-(=A!<8X=Z.0&5]Q5?=>E=#T!6?DA>+ MO3V@H""+N_6]:VY]'O=1<>W1RS28KK10:'65.KT['MFAF4NP 0R M-SB8*F>F.78[6OXUNJ]Y4-Q[@H,$4WICM)QFC#.>+^*NG/'[UC6#.;-63H/G M6XN7(QSM-7NN:12THAIF5\C,NCN?Y[/VX^UK*4RY? 9L%DDBCKF\$B3'#<4+0 M$XL0!:&6&]+ 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8$47S6 MZBY*-N:H$CR9'%5JU18E;H"3HS9K"HG,0>(P2\E:*$$W9C68Z:/#[.]"]0? M)OUP-4G.'2?2\0J/DSDP'CWO)FMNF&JH:SZ DLXB;8@YI@E>4I'FMEGUD4Y; MC4].#/;;M+6R-[U7K,RE&N9BYP2Z=R6HHA4(L*BUQQ?Y"JV>.?/(=()$S26U MW#JV0]&7AR)':9(36^Q5=V@MB=57%4]VYS;A6MPC&I.7,H[HQ M&J6I52!OD1:D*,\!H@J$GNC=>GM^F@FW 8# 8# 8# 8# 8# 8# 8# 8# 8# M8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#

((M;UO>L#7V'P_>@(=!#XY>*@A#K00ZUS;4^M:UK7IK6M?BM\FM: MP//['_Q4_P#CFXK_ -MM3_FM@/V/_BI_\T)ONQ>SO>M:%[._3^#>!{/V/_BI_P#' M-Q7_ +;:G_-;]"CQ$>*%( )BKQW<2)BQFDD!,4N]ZP/.O$/XHMJ!)- >.WB7:H!):@:;7.52;4 3FC,+*/$3 M^+'O DF&$C"$6]>SL0-ZUOUUO *?$1XH4:<]6K\=W$J5*F*,/4J5/.52$)TY M!0=C-./,-C 2RBBP!WL0A;UK6M>N\#T&>)'Q,E 1&&^/7AXHMR-)(;S#.=Z@ M !>>H+$UL0=;WKUUK YO['_Q4_P#CFXK_ -MM3_FM M@>@7B)\4(5):,7CNXD"K-)-4%)1>61N,>]&228H+",6M;"' M8PZWOUWKU#W_ +'_ ,5/_CFXK_VVU/\ FM@/V/\ XJ?_ !S<5_[;:G_-; ?L M?_%3_P":,BO_ &VU/^:V _8_ ^*G_ ,)+Q+[<1-&O'OP[MV ETN&UZ MYXJ#;B%$(SW05@D6HU\2%* (W^;HS8?8V+Y/7UP.0G\1'BA5DEJ4GCMXE4IS@ M^V2H3\Y5(<2:#?R:$6:7&!%C#OT_AUO>L#W?L?\ Q4_ ^.;BO_;;4_P":V _8 M_P#BI_\ '-Q7_MMJ?\UL#T$ ^(CQ0J-GA3 ^.[B0\28\292$GG.HS=IU(0%F"3 MGZ!&!;*/"6:$6P"]!:"+6_3TWK Z%=XL_#RV+A-CEPEP,W.0!% &WKJ+I-(N M"_ 0=D@$D4,)9X1':&'8=;#ZBUO7I_#@9+ ^Q_P#%3_XYN*_]MM3_)K8'I'X MB/%"6<0F,\=W$I:A3HT29./G*I G* D:"(\1!0HQH9NB0C#L>PZW[.MZ]?X< M#W?L?_%3_P",;BO_ &VU/^:V _8_ ^*G_ ,_ H- +\>/$0RTAAQ2LP'.E1 M" E-3Z]H\I0,,9V$DP@._481>FPZ_A],#VE>(7Q2'E%'D>.OBM^F];P/= ^Q_P#%3_XYN*_]MM3_)K8'$5^([Q-H Z&N\>?$"(&P'F: M&KYVJ%,'9:4@Q4I'H1T9!K8$Z8H9AF_X %AV+?IK6]X')#X@?%.,(1@\='%(MP##H01!YOJ801!%KU"((M1?>A!%K?KK>OX<#SOQ >*G6M[WXY^*M:U\N]['YN MJ?6M?^_?XKX'G]C_ .*G_P)2 CQW\1G#1G?#JP MEL#])_$1XH5A!*I)X[>)5 M2506 Y.I3\Y5(>0>28'0BS23BXP(LTL8=^NA!WO6]?P8'Y#XBO%)0)&'QW\ M1B5@(I&E#SG4>U 4QAAA):@1&HS[T)!AI(PA'O7L[$'>M;]=;P.1^Q_\5/_ M (YN*_\ ;;4_YK8'H4^(CQ0HTYZM9X[N)$J5,4,]2I4\YU&0G3D%!V,TX\XV M,!+**+!K>Q"%O6M:UZ[P/01XD_$NJ+0FIO'OPZH*="]FMAA'/-/G%N)02O?B M,0C+C0@JRPD_S[[+V+6@_+_!@<[]C_XJ? _'-Q7_MMJ?\UL!^Q_\ %3_XYN*_ M]MM3_FM@/V/_ (J?_'-Q7_MMJ?\ -; ?L?\ Q4_^.;BO_;;4_P":V _8_P#B MI_\ '-Q7_MMJ? \UL!^Q_\5/_ (YN*_\;;4_YK8#]C_XJ?\ QS<5_P"VVI_S M6P'[' Q4_P#CFXK_ -MM3_FM@< ?B3\2Q91QX_'OPX E,K @4'#YYI\)1"XP MTH@"(XS<:T I6,X\ -%BWH>Q##KT]=ZP/T+Q(^)@*P+>+Q[* M@TL%L9)Z@.@IMQKWPMB(3&#UZ!^4!8A?P!WO0>XOQ*XT\DGQW<2&G)1%A M4DE\YU&,U. (XL)Q03RPQC8R1&DCT,.A:U[0=ZWKY,#W_ +'_ ,5/_CFXK_VV MU/\ FM@>-^(#Q4:]/7QS\5:]=^FO7FZI]>N_XM?_ ,+_ "[^3 Z1Q\4_B$9U M:= [\$<'M2Y7H DJ)QH2F$*M2$TS9)8DZ93'BCCM&&ZV$.PAWZBUZ:^7 [S] MC_XJ?_'-Q7_MMJ?\UL#T*? $1XH4:*(@9!9WCMXE)&J-V0F ;SE4A8U!^B MC#]DD!'&-;.-T22,?LA]=^R#>_X-;P/=^Q_\5/\ XYN*_P#;;4_YK8#]C_XJ M?_'-Q7_MMJ?\UL!^Q_\ %3_XYN*_]MM3_FM@/V/_ (J?_'-Q7_MMJ?\ -; ? ML?\ Q4_^.;BO_;;4_P":V _8_P#BI_\ '-Q7_MMJ? \UL!^Q_\5/_ (YN*_\ M;;4_YK8#]C_XJ?\ QS<5_P"VVI_S6P'[' Q4_P#CFXK_ -MM3_FM@/V/_BI_ M\ZO;'J/R)A7IW5D? &=R21HI6W.K2Y MI"E"<\H83"3BPC#O0M:W@; ,!@,!@,!@,#3YS&WP?F+L3RHRB=6)*2X9L_D: M>2JR[FFSF_;+ <9/!9PF4%@>WHP#7'XTTF&(VYN:6PE&UMQ "BR4X!#&(P-P> M!J\\O%7,]V\G1.H9$;)$T>LGL/A.'OKC#G1>Q2MF:WOKZFDBI_C;ZV""N8GV M/A'\:D6E[U*H(9OUT'>MAJ5= []ZJ@W3%WQFY7R4579=,5)X]>8NG^KHQ$F MWZ.6<[/G3O4[HI[K83PT2>'L1=AP- Y9R)&J4(5J&OGIQ>1&E!):2E.@MS/; M"FMO^(CRG$R.:R"_*XCD5[K;G^Y)(S-A3W:%%-E0(1-\C.71ACCT?GB%%-7 M>0QA'(&U"4FD*%D)6A$>,\:DX*12%GF3G8G#O.$E(ERAF\2_=O-U3I'1>@>= MIIPKM6S%2'G&2)%&B1D2/4*X@1HPK3@>]V4Y2D8![T:#T"'K/R%=$.BBR7% M-U78Q:66\66)=\75R-#3]M39AZ:B? 05%1FH:G64'7%0H6>EIG98[%40]U]?< MNDLE*2+"C#5#:Y)].J@,TE'7_8KO XI/G&9;K[JQ?4?2S):S834%6/CYM= M1WYX\:J6T##7%UB4B/>XE757V,K$E7JUCDWSL!Z>2"V<1ML"B"=B["[&K6P) M(%EZ5%EIG.NTI*E_V MK+ [)5H1I MZ)$ -_& P& P& P/EUX_5\#LI?/#!>%;2N3>8M!TVB472;$8 MC)4_: KL,LQR(L&?S.?CTR/1_%I4- 4'+3S%+L*O55>;)1(BCS=I$0@JF?V%> M7._'W-;)5-M3RNY+4'%=%VC&Z]4O5;0:(SE_E%RV*@D:AEAT@JJT;7ZB._%J M.%HI$SMVHRQ0ENT%8I=252[XE %S)/UWTS@L/&G45W6])+"L!CYBE=C+%\S6V56W0,4G+'"*XBL\(9N>[XJVL*C0WC M$]JW@34E5N$>2OQ$B&J:5/O!)"_0*E>,'[5_+73XX%US22JI!>0^(2*[W%\# M;#9:S9).YH:J>IQS K%/A\M M-OD= [D5WW8WB/B#_ +[$J=P2,'<')26X.DW>+)^9^7 D*JWM%?=,#+CT:7+4 MRI.P@TRKRFYZ*4J-B/V+9 0G>SNY.U&*S^VX[7%E2265O5\&Z9=N*YDGI6.. M"CH.RXNZQ%/>T&(,(9S?QZ,\>B9C. MR>5(A3O>_1=P5_%'GL=.S=)- $8JL$H9DCWSASV\N]:0JZT]8&5K9[:AF*[3F MM<4K"![DE@V=5U)=O.UQ\J,E_P#-L.>^I,%G=;5D M56,0L3F*YK%7LB_J"%\QV+&FJ.3RZXLR-QDK5158F;52G\7PKFX\S1Q08OTA MWWUE$.6S?$- =XT=$ZL@MVO4>N*SX]4\A:T=F\RGVOU3-U M<"@S4)[B,;@D/CYZ!ST_;4I4+PV&H [%]MF41Z8I;1]M;[F;[8-I=Y=<,UA< MA!8XL.#E\VRWG!RDDUNHLC\3=V 0ECCTC1.B*7Z?Q- W3W<AV- U_6(TPI+W M[SZZ7? PO.')_F+*IDC#$)%'YE'W&F^L6=OCR/9#@8C<5#K&W/9+@+\I!HNY!Q_J*^B<_ZLL.M+:;8\AAB2? _%CMM)&"VE:K>%*2=*9,H9TH#3"2 H MG OHJ[95:E>TGS?W1<5W&R13F_Y?->F:U!Y@4T MOY,F,"KN10JFF"L^1>]XO1C^KAXZV*4&M,SK]O85I1[\I=&:Q-2)4I((.3E: M(2A>C=X=1M-B'VF7=5B_BE _(KS=R]TT,R02 K5PHBS.6* E:5S#6.@>]8-/>]DG1A-/5MZ!L#ONVEEFT!U?,%2U 4]-RGS!5 M5":PKN2- *1R6I:XZEK=8U5';=E*C&XH9+">EXVEJ:4%'G[%0;5PRPB$:9H. MPQ(-KV=55W?X"0"[9[6\]JOKKGODZ@.& ([&88JA[UP&?#ZICSY=B1MW!JCD-S1M387<_1E<7[7#A,5U:'&IHG2%L[2)]J0NA"@R.K0B6#+$M,4'G MA,-@=9]#P- EMR%6OV1;5*PF@&KR*(J4OG\5JP7SB]KIH6ST+?2E96&<[U8[Q MB?O<4K1?I2DCC6V-KE/ C./%M2- O/V$+A=LOK!;/C=XNG?1TB4MK+*7?EBT+ M3GDEI@J[^<$,D55BJE0EG9%-,+Q#;/F3=5)=23RQ>C- R2%-0BY4)J,A,4@(R1FDK4Z@9A MA 6+L3H;L1FA58SF0])2*+5U>?97<]:6C8TZF\$YWKNCX7SC'MG6&R-QXN)I=)4YQ- XAKM7:) O5 MIV=(4,@9H?3G@,!@,!@?,KU%0DLNSLWK3QQLJ!Z:HET2LC?DT:9"ATI01]G= MHCSRLH5@+-=P%_"@>& [M.KZ_F'PVS C,^%.,]G0=['@5]E<_MKH6@I!U*VQQ M[A+2AKYE3E#9VI)+4LJIG3LJYM I 6$[2CVP\NO;77[/5:V:UUT%9MD= M%*^>^D+)[*HA77$+=4'$4WJF90XR.MT>AB"MRY) U#+[3O&D30_J7E1-&0!C MZG H,2"7"";Y?TTJZ*[NIB31[I-WWS/47DJJ6"UK(H*.#)ZOE"*S/&G:KX;' MU$S<8:Z%SEDFETJM,"-42X#)<\J$2)0!<%&-*') [$Y5F_3OE%O-JBG./!\Z M$H?'US SJ'?N6!R6;(8&=(KL[&3!<*K3QZ(/Y^G(X!'O74HMP9E!NDZ/0%1> M]^\+"%IS>%\ <<6Y0G+,7Z:M&6+>7Y%XS>;WIKFSY7<4;K7B4[>]BA%SV$VU& MJKZU\EO.,2F,RI? MRF2R211FA3DATB3K3UJ!68XAM0X;BTQZHX8E"WJJQYQ< M1O4[9=<,G\C242@G PEAZ&Z(M-R3M39/WJX'Z@>W% MKCS=*4\SB?03C](S+Q"=ES%M1M-J1&G]HA-NMA-P)-@1F)FAR;REYIS8!>N+ M)"44$IV9Y++]GT?8!4+<[2\PC7- OCA5=!67+&2-(V5_2HR51!BD MP9RDT+_X# 8# 8# 8# 8# 8# 8# 8# 8# 8# 8#>O7Y-_+K?R;UO_K@-:UK6 MM:UZ:U\FM:^36M:_@UK6 P/S[/_ +H?D%[>OYNOD%_][^#_ .+_ -O\.!YU MK6M[WK6M;W\N]ZU\N_37IKUW_P!? 36L#S@>-:UK^#6M?+O?R?)\N_EWO_P!^ M]X'G 8# 8# 8# 8'C8=;WK>]:WO6MZUO>M;WK6_3UUK_-F_3YM:UO? I_!Z[_Z^GK@-!#K6@Z"'0=?P!UK6M:]-^NO37\'\. WK6_3U MUK?IOUUZ_P#3?\>O_;@>?37\6!^= #K0=:"'6@[]0ZUK7H'? IO7J'7I\F_3> M_P#[<#SK6@Z]-:UK7\6M>FOE^7?R:_\;@/9UO?KO6M[]-A]?37KZ;_AUZ_Q M;],##;$KV'VQ!976M@,P)#"YLR+H])&8:MP;A+FMQ)V2> AS:%;>[M2POUT_MA6D4$*TIP0FDF%F "/08'2_.]64&GEV]_;9(>\V \(7Z>32?S^>VQ8DTT$W;UK>];WK6]Z]?3>]M:WO7KKTWZ?Q>NL!Z:]?7TUZ^GIZ^FO7T_B]? XL!Z:]=;]->NO76M^GRZUOT]M=:W_-/7TP/.!X]->NM^FO77KZ;_.NO7^'T_B]\!Z:]=[]->N_36]_\7?IZ M^GKQ_P!GK@> <#\^R'Y?YH?E]=[^37R^U_P#%Z_\Z7_7^/\Z#K7RZUK6_30 M?776M:^37KZ:_]VO7 \X'CTUZ^UZ:]?3T]?3Y?3? IO>O7^'TWO6 UK6OX-:UZ M[WO?IKT]=[_AW_[]X%;KUY*I#HYP-^-;BMJ&EX"M1"]!ZT6'1INC L&U-;8QMCB:&9G0(MVMI:FQ*0A;FQL;TY:1 WMZ),I,C1(DI("RBBPA 66'00ZUK6M8'/P/&]:WO MUWK6]ZUO7KO6O7TWZ>NO_=OTP&]:%KTWK6];_AUO7KK?_P";>_]-;WK>]:WO M7KZ;]- >NO7^'TW_#KU],#S@,!@,!@,!@>-:UK7IK6M:_BUKTU_\9K >FM;W MO6M:WOT]=^GR[]/DUZ[_.OIK >R'TT'V=>SKT]- >FO37IOUUZ:_@^3>L#S@ M>-A#O?KO6M[]/3UWK7KZ>OKZ>O\ %ZX'G 8'C6M:]-:UK6M:UK6M:]/36OX- M:]/^FL!Z:]- Z]->F_7UUZ:]-^UO>Q>NO_;O?RX'G6M:UK6M>FM?)K6ODUK6O MX- :U@,!@,!@,!

M!@,

[M&L%^GI)\)M>Z0Y:P($ZQT;__P (B.V;K:<[^=K6 M\##K.\92*S;$FMB#[T\FT"'-9&XR(4)K'L"00^NXKMQ-]
[MDA453QM21'HXB M_P#A3I &#"4'Y-;W@3M(^0$\CYEC?,HNE^P&0B-F-)@;ZCE[NC3TT^?1+PH> M-
*DEP%M!C@[%N6U'PJO0DP??HP *WZ:#ZX$741X[T=$6E'+2*[7\B-O&1PIX M*U7U[]4OEE5:]_3#.M9]F2.&+*
(^A3.QK9I;\4C$(T/PZPHLW7KL'IL.GMWQK MHK=LR9669W5Y*:V',G8+L*!U%UR_P6LXQL*)(B^CH;$$L<5IV!IWI)[W9
#! MZV>88/U_G8$O.G&J9TYA9>8=]0=EMY#*XD..K]:[^=4?3SILB3K9/\"]7$%G M$X.#<<)9\ 85M-
K0FPHM/Z^@/:V$;T3X[4=%6E&K2[8\B=N&1L#P -?7MU6 M^635K[],,RYFV*2PQ9'T*9W&V:7?%(]B-#*
*[A824;KUV#TV'5V_XV45O69,;, M,[I\D]:#F+H6Z"@=0=T:'W"PDHW7KL&M;#K;A\;.*X+-F-FF=S^2: MLQS%R)7/M*]>A(",*
(_M AO9TUU&+V9E^.7LBN;Z)^D1 V+_Z7O7PO_P") MO_2__#_.P(9ISQNHJ/CI1WC:4HM$WMSR+U,.4":A"K^CNK
M7VN:M8/HIF;V;08O#$<>6IV8+AIO^*5:":+WRPXTW?IL>]:"3$7&J9%R^X]:"4V'D!.P\QR#F/72_8#P1(#'
M0S=]OU[NCGTXS?2C\G?M@C]PC:2W!K+0;(^#2Z"F%[E ,9.O70O7 @NK_&8B
MJ^QH58H._)I/QPJ0H9"&$6AU_()E7,JVAV+>F6:Q11&TQ$ACROVO0],P 3 M-:U\NL#+>@?'RDZ M!VL\[L_R#TT-V;F5NW*
.?NHWNKZO;=,J$'2YIAR)@7 MIT+BZZ#[Y:;HW>U!^]CWK7KZ8&>17C1-%>:YGS6'J#LR0DS->Y+Q7K*K^=7K MI2+*
[QZ9)K%%$;3$2&.K/7T4)!F ":'Y-[U@9A MT%X^TG0-GNMGG=G>06F1NC8RMFX#S[U$]U=6#?
*IE1Z1Z7M4.1,"].B0(/HGV$I0$P]$@4GZUO?O=^@0I67C*15E8D*L0'>ODWGHX5(VV M1AA-*
*F]@R"85W*MMIOO=,ZNK%#IE2[2Z<&V'(F%>G1NCIZ^\6G:-WM0;_. MWK6!*
(L!Y!3P'G6=OM_(%>H'XO$,$F\/FX._P#RB2\4/D[')PQ.>=DR&2PB M3"8W).Y:8)A'3HR02_1AVVG]PN1B&
*E,,9>Q:T+UP).Z.X*2]&V-JQCNPN] MJ0'J/-4>_$CG'IEYJ>N?1J/<#]/6XF@8G$C\87'Z0]A6J]]Y[1X"2M;UKV->H*
M33S+SD3S+"'>$D7?T;?(7>3JI/N5]-6PON";MHE3:UMOT T2)P;FTY!&$^FO MWY2/0-A I4'F>UZF;UH+&X# 8#
*C:Y;)0TU4%K6^Z-JMY;*IK:N!\:.O^;QRCZ:]KB/H76_3 M7KK4\K?>M;_ZZUO>P[WK6_\ KZ:P//[[ORA^I)T-*
^7=;?.P'[[ORA^I)T-^7 M=;?.P'[[ORA^I)T-^7=;?.P'[[ORA^I)T-^7=;?.P'[[ORA^I)T-^7=;?.P'' M[[ORA^I)T-
*^7=;?.P'[[ORA^I)T-^7=;?.P'[[ORA^I)T-^7=;?.P'[[ORA^ MI)T-^7=;?.P'[[ORA^I)T-^7=;?.P'

MY\>;":".GI2=7ZN+6U%7.U#%=F%5F0WM@&OH9G.(?80%$YKCVI0I>E&@^K;7-MRZUOTWKUU_!OT]=?^S?
IO>O76!YP& P& P& P& P& P& P& P& P&!\Z'2'(UB7-MQW%TQQT?!I*FYMZ-8F7O9=:6V1W!7#-<<=YSD?(C1# 2$!.F/=B-
ELL$&L9. M@T9\8$3!I;[&@Z]K85\D4.ZYOGF9VLZ0U7<\/L_O!7W"&YZ[9HQ+HU+VQJJW-MQL6/SE244DH4*-
(\1QODEKU:%X80!<%4G+"#WNEGNQAD]/5%:C-HM3H*I-ME/7#*]-MM>&%FK1(M>;^CS1-
*Z#">9JQZ#6V/6K[IM%:&@PJ0/[;*E4H;G!7-M'RVO9A8FX]*89@=(ZR'N8-5J5M3N7=3AU#-)DEW&0UGM:/S.%O5
M=)>=&Z3(PU5N1J5J9U10EOJCVT[U!MFB6EJ#Q(SA!.1VF_|
(7!3!NAJYCR")3GQP63&'"0:A*F,L#^"KGOHIQ1LCJY.C<4T%*7-M)82K,+1KCA'!-]^@UU52*G*U@S[P1S+
WN:WWR,Z=*1V1N)UQ]? M"=&.OUJBVZGBC3(HNSO92ET1J]/I:@IQ0[4)2R=A]^%-
+&C%]-.EH+)5C[TV\Q>:T2QR:H8I>,SC];TW6S3RRM@;E$'EZ1S9TG[^] M/*!3RH4$5]-4O('.%3Y2]B:^2(7$3P2!K8'U>0
MKELD3MR52Y)PE""/HHFZYL-2YM,=8;S,[9R1& #<'XU#[64\X+#K3E4]EY8K:M'_#)ULB$69!Y&74H9$,,00)R
M;NE4MN^3Q5(9I5IC>IB>3(7%FVE&H*V#11QP;_EW@9;@
M,!@,"$[JYPHCHQM8F]\JJAEFHXNN6N4;W*6@E:L853H@&U/&VAR!LIQ;T[ZT-MFB2.!!1H2%Z06R5
#"M^Q@2NQ,3)%V1GC4:9VN/1R.M3>Q,# R($K4RL;(T)-M"6]J9VAK0E$(FUK;$*-L
MKE*U4IE4,@=G$3./-6I.24OK=IJB=ZE*YP..3*2&1HY2JKFR M>QA=/HZA2EHS5BIYBB9S,>VXI"2XIAJ-FDA^'
I)$9[.C2]B#!8GV'SM9+U&-MF]H[8K>X4KY,)!'"A_K.T*MDK/"'R/0.16$>5*0%S9.\&[6L<;.V04UI'-5[
M(M*32BT!:A62&'JN_N4U:*)N%=V["[N2R]]*NYZ,,I.80RP]16=V^M7(H8HE
M^VF2>RS1Y:)M/,TI]31GEBG+.T$7H'1WOW$"G;U0<;4-MK)-='XR;K.J?\+FJSWR9W&\P:ND\+"LLN:U
[PJ<;,O,=RB,2Z+V/-US0K,4-M(=,JE?H*=O<%I^C2RPX,@\E/%$6G4'B#]T+5#Y2$*##S"=E>R(,HUWYQ^G?;^87Z_P"K
MX>;S/8<0]RVW"93B)QQJ8YK.H,RV#&F@A6X/18E1C@RO(B0>H ;&N0+DX-"&-MB4>P$[N]TT\P5<&[WNU*
[:J9&PMDH*MA?,XZFKD^./?PGT(^IHH:XACJEI>A-M+R-HSRU-BU0CRPE;'L8=;#$474_,SDDK%@G;T#-GK-8#-8#-8#-
8#-8#-8#-M-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-8#-M-8#-8#-8#-8#-8#-8#-8#
U*V#X\919GD!L&Y9.]195R-.:=#Z%.*YTL<_P-=-MGCJ,-
;6)S#]5#;MM6V'4.'RW9B]NIVMLVXEDA^']T#1F@JTS>*KI5TYLJB
MOK&L.LGR[%#EVRYWY.M.LF6,;VY7KQU9G'U..;'\1&"W)W&P0<<.+>-*"DON-MRT2O9&SMA*
8$C1[QV7POA5RJ9.V4S&9_:]N^*RPTZ)EE3U(D$?:N'C.=A6(-MSBE9M>1]>L'H58/HXUL"$D!VUX/?:1;..]@)V[^Y-
N._K!KV712GN8.E8"(-M6]QT%9WM-IMSS8%5V-O=R5J2XJ7Z2>6W(52144-MH+.-<&O0GB3LR33CH?
F62)ZQM==9OCVX7Y\N7KZUEUAHWUF=VBQ^KWF5/U4J
MW*%RY;=KG7{0\)MI"':0,SSIZ3L[JYJ]G*C1@"2FSQ*70LE,]@TDEK=NN5DF-M[TET-O5;T9T!*YLWKNSHO>4?:5C-S5M-
%ZCA_AP+U6$/SR8\/")[2M@#4Z!-M*L7>^;-S=5PIV3/I#2\ED,%X6J!QI*K7^I&H<-;9!91\S-3<;='_P-4E-@+
MW^M(61)ZH03>W6P;77BI"<2RLGTL(3FK-6_"!",JH\9?8Z6W819EEOU?!1QU-M[\?
1Q[8ONQ[LIT0M7(EJ7A+IJCCQ;/SU2D$B<<=&:T4P8PP,[(B0H@D&EG&%-M[,UL(7-ZP\7D)
[0ZQD=JW0<[IZT4\8DT##7FNK6LRL[7A%FJ;3E\N7S)I,@S-MBP-2U$WLKPB&D^DCW!.):0(LU"(@1GO0H1.>,..@.<(M0-
TS2)TF8+EJ.\85T-MTP.B(99JBK)PMYJOWIMQ3S660:M*GF,FJ"&2JO[C:9*7-\#ED;@JI2XK7-I9W=PTI*5":
%*]%EA(BCQO])L\>D;8CB=5R9X(LGE-MBXH//8ETO;7/UO1*7UGP;#./K&.@5B0VII%J-/Z%XA!BL@3PBD3#*HU(5R%>
MWHE "S1!;B4Z#;O@,!@,
M!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@,!@?*IWQTUT5!MNB/(F[,MC>1Z.QVC91SY
*.DW.+]R&S9]**J)+L;5%R?E>G>DW^#P"\7,MJ267><*JZ3V!,:SG;5!E-,P.&5>CM)"O);I6[IG"0D%J"21HA:1F+0@BU?)5
MV8NJRY&1##JFYZZ(8)70:^'U7/FB[V*>,D%E7:-;T'-%(7J8U"OI_H" .,9F-MK<-3JV8$V)+]LNL6AMJ>'6_P"0V#QZ%5C9
MSH.0S$KA>N.JP25PLG\8*^^B5[7/W]DTYS(B1F(1L1YX5:M2L-3M,()-F?4G-M?K#>/(E6S)JY8C/X]WX-)9A%7V;
(),HD]//G('0EO%L8F)\A*N60AZBW"XYCY"-MNA+,K*_[2J6&U'-J+KYMD54+9)+;.4-%^-%H.W'S+T$W3V"LRYCW-9,FC,KG
MS,Q((Y[XQU?0EJ'0HTDDLI$H"*X_Y1.GZ=JVL(9=U60&;W;:-)<&2ZIGZN3;
M5GZ)6X=6*;$B3Z9;,8BT#43>1/T%45$XO1@8HV[T_C7%(2"$'L"5[#));Y&>-MO[(K&T8!6-
,0NKKWKKG3JNX)S);9/LVLF=QCE1.7XCU](Z;BDOA9,]CSM/'1-MQVZ&:EK>6"+&-_PBDEQ-J)5X&X?FR2/4RYUH.7R-
R4/,AE5*U9)'YW5@)+5.-MKT^09B@PB%L0MA#>-./0RBNID.CHZHD5-M6,]8,<26+7:6+DYB2DB_=TVKF#6MD!
[39+_5&]:'"21D.SFRG!":C4$F!T+-M0=2B\W4<77L4.DMO3!A:7OZ2D#>5([-M]0S9LN9R2Y).5,M13.-19U@L(/!-ELH4S
<>BD%?ES$WL8UPF-*R+E"-M-M&%(>:2,.:AX!X[;9+6@FTZN1%M*-OI,CX:FCGZ.!>]1R<
M/-3%ZUN-.3ZD\0>)Q&T()'8TYZ=-M%S:U16YWIHDEEM:3K7N>J[+/E;$FBTB46-(9XZ262SQ0[19"G:S3'98L'M-ML3DI-
;TG*++"$*L_C=XK8FR1MC;224.Y8VU@T/[TKG-FNDP6M])S$,^ITDN=-M.DT631-.K)6'2F/&)UY1K.'_+"412?>RL!
(_&UQ'+"5Z5_H1B7(799:"AX;-M-R6>(FA[;]ID()?:,1?&A!*DK8]5O,9@$3PIBRHHZ-
A=C35I2$M4<:;,.U2:I728UN.;F.ME%.,3NX,(GWZ!=9TPU0J,CB&3
M*DQTC1,POA"5P"=:!H,NEG&'+TY9C8_*Z=C3RUCK2LJA)*/4/92EN@-,25=,-MJF:F5Q2NI#DPN-=2QQ-2TQV+LK7'6!J3B-
&0VLK(A(;6IO)$>8:<(E&A3%E-MAV,0A;T'7KO>_EP.ZP& P& P& P& P& P& P& P& P& P& P& P& P& P-M& P& P& P&
P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P-M& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P&
P& P& P& P-M& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P& P&
P& P& P& P& P

M*K/F^;LMH*:HJ$;&9!D##T7T3"Y>E%'6-?'&OZ?M*&6HP6C-0@:G,X)VGIY< M-*CMA..]X<668$,7YS\;7)W*=AF6E2[!
<#;,C8ZYQ4:F<]3=2W$R?0SPI;E: MXL,0N&Y)W$ +AGM1.RUFD.EA ="'6:)AFA!%TW\._"5B3276!*8MT"?)IS) MGR72(]H[?
[=C#4<^2-R4N[J:V1N,]#-$BR"BRPA!H M)YL?@SFRV*'K3FN:LUH*:FJ,UC.A#>Q=%]$PV8IAQUE<8^U[?K4AUJ,-IS0(
M&QU."<%Z>7 *HW83CM&'%EF!#%>=/&QR;RI8F[4IA@N%MF8H\Z1?:F<=4=37 M"Q_0[R>WJ5Y>H?<%RSJ(:6C-;"?=J]
(?BR-:$$HT 3#-""/K)\1'#EM6#-+0 MFT8OM3,+ DCI+9.H8NU>TX8RGO;RH$J7FM41AO0+!$HT@&)VN*/6H MUW%)B0;?
%'O"G-^6%'^H/>A'[HKV PCG[QDN9NG+4UO+,B53 M3K'J^VF *!^3!2.0#X5;-US:%+% R ZT4>(GAVV[" MFEHS>,7VJF-
@2-SE"^:YQSA"N3Y$RV@=2M?+FMRB[8V=%]$Q^BBM #!N?_&-R%S%9K9;U01ZYV^>WF'IA?SR1EC_G8&'V9XBN
M'K=L.:6E.(Q?2]96!(G"52=2P=J=HPID/>70SWJPUJB$+Z C\1C:$0]?S$;: MA2(R=?
(64'7R8$YR+ACG24\T1SD9Y9K+,H^*&-)C*UH>@^@6>>E#9'A0^M_Q MUTM%GH;H>- T+PF,(>!#;7
W10EC<>).;L)Q6P&@ ,(=1;? MB:XGO"RIC;=B1F]5DWGCKIZDBJ-=E=D5^PGN 421OT-LA< OJ,PR.I_A41>O M<-
S>E(V+6Q^Q[8A"$$N.?!?-CQS(S<@KF6T!48P.)#HV-:?HKHE%/@+$\F6R MXH2J[$5H[K<2-/B\P6R5,A-)$GV%,(.TP
%!".:,\6O''.5H1NXZJCEV()W M$P.X&55+^N^N;0CQ07QG7,+C\=![/O&80=YV-M<3=%;6-
RC:5ES"W+%C5ZK)O.W,MXDBJ,]E=D5\PG+BT"-M -LA=?WU&(7'4_P MB
O6R&YO2D;'H0]@]L8Q""6W'@OFQUYD:N0%C+: J,97$EU;VLCHKHE'/P+2 M)0KF)8U-V)+4(NM>1]6F"V2?
(321)]Z3;#M,$).@C>CO%GQOSI:$:N*JXY= MJ"=Q+3MID52[KWKNSX^5I[9US"X?'P>SKRF$(>O;;7(T)?
QKBR<3MR)=I&JC/9/8U>L!RTAO1-98FR%5]?,7A< M>(TC;RM;);F]*2(>A&;!LP8Q""91<-\ZCY?#QT)GLO\ P(,(PM6N@N@
V#[M09C^/FO6\-6=J[Q:_&3^?Z;D6];2_P#I/_U3_L8$.4]XH>+*'LR(6]6\:O-% M.8,X*'..*I/V/V+8C 2L5-
JYI.$YPJP[XE,*D).T+B;H)3@WJB@&;"8$.C M&$.9=_BPXUZ(M"3W%:4B^B5,_ M$M-E2>:#$3=JFU#;L2$;?
TH!Z)*D("=)];2Z#I*(1.PB:H/$_P 5459D0MVN M(U>B.
<05Q/=8XJDW9'8UA,!*U0W+6HT3G"K"OF40N0D;1.!NM$N#>J)"/83- M!T8 @AV%X^++C;HJT)-<5J1R[E\
[EWT5].*HEU[UW6,?-^A6= PM_P$'K&\ MHA"&7V&UM)"9\$W)_?FZ$<;]9Q@QB"24'!?-C9S&Z<@)&6T T6\N)KJO:SNB
M^B54_&M.E*69&"3W:]M0Z[$)&WY&6/1)$A+)"GUM-H.DPA$[");A\3O%-&67 M#[-JI-V3V/8+"2N-
0+&P8W.%V!?,GA2T+0%[51'KSKJKX^;IC9T+"W? M0>L+QA\(9M@;6TH)FT3&>=(WS,_\(;2SV871TF,<
MS7=K6=!]!.L^,&[OI$D7;176Z6>LNHIT)V3 $7I)("-$$ZV07H! A%["#:Q\ M1O#]/V)"[4@L8OI+,H!
($,GC*F0=I=H3=D(>&X0A)3'6(3:_Y#$)(B#L>_;2 M.2%6D-_^Q8&=1;@OFN&K MW)RDK8X]%]%/LZ/5NRIJ6K1-
=ROMJ.5R1PD:AE3[4W/Z0HD.AA+")INAA" M]9>(OAZH;#A=IP:,7TEF5?R%OE,84O\ VGVC-60AY;#-F(S'6(36_P"01&2(
M@CW_ #T;DA5HSM?(84+6!F%_^,7D'IRS72W[>CUSN$Y>6UF:5ZJ&=9=85,P# M0L"/2!L GA-3W7"H4A/ FUZ&G$-
Y9RD7\\X9@_YV!G$3X+YKA/-\TY.CS+:! M-*6 OLQRMZWX]6>I% ..&,7RX$AP+AGG2M.>)SRS$
MF>RT]-6,.2F2MM>>@N@97-U Y:C1('O;1;TJL]ZMV+Z-3-Y6B--;XCTB'H0T M_NAC&
(05]@GAZX4K>;0^PXI%N@")1!),R2^.'O';O;I9Q1A8A!V$F=%^-?DSJJQ=6K<[!<+E,]1]KB_Q M,'ZHZFIYC^AV8]>H0%_B?
3]RP6'_ !H#7,[WBOX#XL_6PA--&$LO00F?FCE6 MF.1H2[U[1[;.&N+ODF52]Q(GMPW!=+L-
\6MS8U*#4TENB=6!)6]!M$SD:"B3 MJRD0#-#,"5HPTT8PL5@,!@,#H&[;88\^O@2-*A,S,Z.VDVS/=:4;;D)ZS1& MS?
8,]WHW9/L^U[(O3U]?3>!KF!Y"%X@!%_A4EU[00B]/QO-^3UUK?I_^3N!^ MOV@R_P#RK2_E>;^;V
_:#+_\JTOY7F_F\@/V@R__"K2_E>;^;V_:#+_P#* MM+^5YOYO8#]H,O\ \JTOY7F_F\@/V@R__*M+^5YOYO8#]H,O_P
JTOY7F_F] M@/V@R_\ RK2_E>;^;V_:#+_/*M+^5YOYO8#]H,O_RK2_E>;^;V_:#+_\ M*M+^5YOYO8#]H,O_
,JTOY7F_F\@/V@R_P#RK2_E>;^;V_:#+_\JTOY7F_F M]@/V@R__"K2_E>;^;V_:#+_P#*M+^5YOYO8#]H,O\
\JTOY7F_F\@/V@R_M_*M+^5YOYO8#]H,O_P JTOY7F_F\@/V@R_\ RK2_E>;^;V_:#+_/*M+^5Y
MOYO8#]H,O_RK2_E>;^;V_:#+_\ *M+^5YOYO8#]H,O_ ,JTOY7F_F\@/V@R M_P#RK2_E>;^;V_:#+_\JTOY7F_F\@/V@R__
"K2_E>;^;V_:#+_P#*M+^5 MYOYO8#]H,O\ \JTOY7F_F\@/V@R__*M+^5YOYO8#]H,O_P JTOY7F_F\@/V@ MR_\
RK2_E>;^;V_:#+_/*M+^5YOYO8#]H,O_RK2_E>;^;V_:#+_\ *M+^ M5YOYO8#]H,O_ ,JTOY7F_F\@/V@R_P#RK2_E>;^;V
_:#+_\JTOY7F_F\@/V M@R__"K2_E>;^;V_:#+_P#*M+^5YOYO8#]H,O\ \JTOY7F_F\@/V@R__*M+ M^5YOYO8#]H,O_P
JTOY7F_F\@/V@R_\ RK2_E>;^;V_:#+_/*M+^5YOYO8 M#]H,O_RK2_E>;^;V_:#+_\ *M+^5YOYO8#]H,O_
,JTOY7F_F\@/V@R_P#R MK2_E>;^;V_:#+_\JTOY7F_F\@/V@R__"K2_E>;^;V_:#+_P#*M+^5YOYO M8#]H,O\
\JTOY7F_F\@/V@R__*M+^5YOYO8#]H,O_P JTOY7F_F\@/V@R_\ MRK2_E>;^;V_:#+_/*M+^5YOYO8#]H,O_RK2_E>;^;V
_:#+_\ *M+^5YOY MO8#]H,O_ ,JTOY7F_F\@/V@R_P#RK2_E>;^;V_:#+_\JTOY7F_F\@/V@R__M "K2_E>;^;V
_:#+_P#*M+^5YOYO8#]H,O\ \JTOY7F_F\@/V@R__*M+^5YO MYO8#]H,O_P JTOY7F_F\@/V@R_\ RK2_E>;^;V_:#+_
/*M+^5YOYO8#]H, MO_RK2_E>;^;V_:#+_\ *M+^5YOYO8#]H,O_ ,JTOY7F_F\@/V@R_P#RK2_E M>;^;V
_:#+_\JTOY7F_F\@/V@R__"K2_E>;^;V_:#+_P#*M+^5YOYO8#]H M,O\ \JTOY7F_F\@=Y&.[ETADL=CXJS3)
OK\SLHE6I68=M-IU<4R#:C1.V O MWNR-*/:]GV@^UZ>GKK^' V*8# 8&'V'_ /D!./\ ^3Y-_P#N5;@?/&3Z^Z*^ M07_X,'_RB_\
NZ_]F![/E_B%]R+^3 ?+_$+[D7\F ^7^(7W(OY,!\O\ $+[D M7\F ^7^(7W(OY,!\O\0ON1?R8#Y?XA?
M"UL(M:WK>MZWK>O76];^3>MZW\F];U@<7X!!]Y)/[,3\S ? (?O) M)_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ?
(?O))_9B?F M8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#] MY)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3 M\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (M?O))_9B?F8#X!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9 MB?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X M!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/ M[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S M? (?
O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O) M)_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?
O))_9B?F M8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#] MY)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3 M\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (M?O))_9B?F8#X!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9 MB?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X M!#]Y)/[,3\S ? (?
O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/ M[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S ? (?O))_9B?F8#X!#]Y)/[,3\S M? (?
O))_9B?F8'G2%$'>A!1I0B#O6PBTG*UO6];]=;UO0/76];P.5@,!@,!@
M,!@,!

***M,!@,!@,!@