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6-K 1 d918212d6k.htm 6-K 6-K Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION WashingtonÂ 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 numberÂ 001-35530 Â  
Â BROOKFIELD RENEWABLE PARTNERSÂ L.P. (Exact name of Registrant as specified in its charter) Â Â 73Â Front  
Street, 5th Floor Hamilton, HM 12 Bermuda (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€fâ€fâ€fâ€fForm 40-Fâ€fâ€fâ€f Â Â Â EXHIBIT LIST The following documents, which are attached as exhibits hereto, are  
incorporated by reference herein: Â Exhibit Â Description 99.1 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 Registration Rights Agreement, dated  
DecemberÂ 24, 2024, among Brookfield Corporation, Brookfield Renewable Corporation and Brookfield Renewable  
Partners L.P. 99.3 Â Pairing Agreement, dated DecemberÂ 24, 2024, among Brookfield Renewable Corporation,  
Brookfield Renewable Holdings Corporation and Brookfield Renewable Partners L.P. 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 BROOKFIELD RENEWABLE PARTNERSÂ L.P., by its  
general partner, Brookfield Renewable Partners Limited Date: DecemberÂ 27, 2024 Â â€fâ€fâ€fâ€fâ€f Â By: Â /s/  
James Bodi Â Â Name: James Bodi Â Â Title: President EX-99.1 2 d918212dex991.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  
DecemberÂ 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 BREL P 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 DecemberÂ 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. Â 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 (a) Except as modified herein, all terms and conditions of the  
Agreement shall remain in full force and effect. (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: Â Swati Mandava Â Title: Â Managing Director, LegalÂ & Â Â Regulatory BROOKFIELD RENEWABLE PARTNERS L.P., by its general partner BROOKFIELD RENEWABLE PARTNERS LIMITED By: Â /s/ James Bodi Â Name: Â James Bodi Â Title: Â 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: Â James Bodi Â Title: Â 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: Â Carl Ching Â Title: Â Senior Vice President Â [Signature Page â€œ BEPC Amendment to the Master Service Agreement] BROOKFIELD GLOBAL RENEWABLE ENERGY ADVISOR LIMITED Â By: Â /s/ Philippa Elder Â Name: Â Philippa Elder Â Title: Â Director BROOKFIELD PRIVATE CAPITAL (DIFC) LIMITED By: Â /s/ Philippa Elder Â Name: Â Philippa Elder Â Title: Â Director BROOKFIELD CANADA RENEWABLE MANAGER LP, by its general partner, 1388435 B.C. UNLIMITED LIABILITY COMPANY By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary BROOKFIELD RENEWABLE ENERGY GROUP LLC By: Â /s/ Jennifer Ritchie Â Name: Â Jennifer Ritchie Â Title: Â Senior Vice President Â [Signature Page â€œ BEPC Amendment to the Master Service Agreement] BROOKFIELD BRP HOLDINGS (CANADA) INC. By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary BRP BERMUDA HOLDINGS I LIMITED By: Â /s/ James Bodi Â Name: Â James Bodi Â Title: Â President BROOKFIELD BRP CANADA CORP. By: Â /s/ Michael Tebbutt Â Name: Â Michael Tebbutt Â Title: Â Chief Financial Officer By: Â /s/ William Fyfe Â Name: Â William Fyfe Â Title: Â Senior Vice PresidentÂ & Â Â Secretary BROOKFIELD BRP HOLDINGS (US) INC. By: Â /s/ Michael Tebbutt Â Name: Â Michael Tebbutt Â Title: Â Chief Financial OfficerÂ & Â Â Treasurer [Signature Page â€œ BEPC Amendment to the Master Service Agreement] BROOKFIELD BRP EUROPE HOLDINGS (BERMUDA) LIMITED By: Â /s/ James Bodi Â Name: Â James Bodi Â Title: Â President BROOKFIELD RENEWABLE POWER PREFERRED EQUITY INC. By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary BROOKFIELD RENEWABLE PARTNERS ULC By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary BROOKFIELD POWER US ASSET MANAGEMENT LLC By: Â /s/ Michael Tebbutt Â Name: Â Michael Tebbutt Â Title: Â Chief Financial OfficerÂ & Â Â Treasurer [Signature Page â€œ BEPC Amendment to the Master Service Agreement] BROOKFIELD RENEWABLE CORPORATION By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary BROOKFIELD RENEWABLE HOLDINGS CORPORATION By: Â /s/ Jennifer Mazin Â Name: Â Jennifer Mazin Â Title: Â General Counsel and Â Â Corporate Secretary [Signature Page â€œ BEPC Amendment to the Master Service Agreement] EX-99.2 3 d918212dex992.htm EX-99.2 EX-99.2 Exhibit 99.2 BROOKFIELD CORPORATION - and - BROOKFIELD RENEWABLE CORPORATION - and â€œ 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

Section 2.1.1(a); 1.1.14 “Demand Request” has the meaning assigned to such term in Section 2.1.1(a); 1.1.15 “Demanding Shareholders” has the meaning assigned to such term in Section 2.1.1(a); 1.1.16 “Effective” 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 “Effective Date” means the date a Registration Statement or Prospectus becomes Effective; 1.1.18 “Excluded Registration” means a registration of (i) securities pursuant to one or more Demand Registrations pursuant to Section 2.1 hereof, (ii) securities registered under the U.S. Securities Act on Form S-8, (iii) securities registered to effect the acquisition of, or combination with, another Person and (iv) securities pursuant to an exchange offer or any employee benefit or dividend reinvestment plan; 1.1.19 “FINRA” means Financial Industry Regulatory Authority, Inc.; 1.1.20 “Governing Body” means (i) with respect to a corporation or limited company, the board of directors of such corporation or limited company, (ii) with respect to a limited liability company, the manager(s), director(s) or managing partner(s) of such limited liability company, (iii) 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 partner’s general or managing partner that serves a similar function), and (iv) with respect to any other Person, the body of such Person that serves a similar function, and in the case of each of (i) 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; 1.1.21 “Holder” means (i) Brookfield, (ii) any subsidiary of Brookfield holding Registrable Shares, and (iii) any direct or indirect transferee of Brookfield or any of its subsidiaries who shall become a party to this Agreement in accordance with Section 2.8 and has agreed in writing to be bound by the terms of this Agreement, provided that “Holder” shall not include BEPC, Brookfield Renewable Holdings Corporation and their respective subsidiaries; 1.1.22 “Inspectors” has the meaning assigned to such term in Section 2.4(m); 1.1.23 “Old Shares” 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 “Person” 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; 1.1.25 “Piggyback Registration” has the meaning assigned to such term in Section 2.2.1; 1.1.26 “POP Issuer” means an issuer eligible to use the POP System or equivalent system established from time to time by the Canadian Commissions; 1.1.27 “POP System” means the prompt offering prospectus qualification system under National Instrument 44-101 of the Canadian Securities Administrators entitled “Short Form Prospectus Distributions”; 1.1.28 “Prospectus” 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 “Records” has the meaning assigned to such term in Section 2.4(m); 1.1.30 “register,” “registered” and “registration” refers to (i) 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) a qualification for distribution under Canadian Securities Laws effected by preparing and filing a Prospectus; 1.1.31 “Registrable Shares” 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 Section 3.1, no longer have registration rights hereunder shall not be considered Registrable Shares; 1.1.32 “Registration Statement” 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 “Requesting Holders” shall mean any Holder(s) requesting to have its (their) Registrable Shares included in any Demand Registration or Shelf Registration; 1.1.34 “Required Filing Date” has the meaning assigned to such term in Section 2.1.1(b); 1.1.35 “SEC” 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 “Securities Laws” means Canadian Securities Laws and/or U.S. Securities Laws, as applicable; 1.1.37 “Seller Affiliates” has the meaning assigned to such term in Section 2.7.1; 1.1.38 “Shares” means class A exchangeable subordinate voting shares of BEPC; 1.1.39 “Shelf Prospectus” 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 “Shelf Registration” means a registration of the Registrable Shares under a registration statement pursuant to Rule 415 under the U.S. Securities Act; 1.1.41 “Suspension Notice” has the meaning assigned to such term in Section 2.5; 1.1.42 “U.S. Exchange Act” 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 “U.S. Securities Act” 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 “U.S. Securities Laws” means, collectively, the securities laws of the United States, including the U.S. Exchange Act, the U.S. Securities Act, state securities or “blue sky” laws within the United States, and all rules, regulations and ordinances promulgated thereunder.

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.

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 “include,” “includes,” “including,” 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 Person’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 party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right. 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 2.1.1 Request for Registration 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 "Demand Registration"), 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 "Demanding Shareholders"), specifying the number of each such Demanding Shareholder's Registrable Shares to be included in such registration and, subject to Section 2.1.3 hereof, describing the intended method of distribution thereof (a "Demand Request"). Â 7 Â (b) Each Demand Request shall specify the aggregate number of Registrable Shares proposed to be sold. Subject to Section 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) days after receiving a Demand Request (the "Required Filing Date") 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 (i) BEPC shall not be obligated to file a Registration Statement or a Prospectus in respect of a Demand Registration pursuant to Section 2.1.1(a) within sixty (60) days after the Effective Date of a previous Demand Registration, other than a Shelf Registration pursuant to this Article 2; and Â (ii) BEPC shall not be obligated to file a Registration Statement or a Prospectus in respect of a Demand Registration pursuant to Section 2.1.1(a) unless the Demand Request is for (A) 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) 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 "firm commitment" 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 Section 2.1.1 unless such Holder (a) agrees to sell such Holder's Registrable Shares on the basis provided in any underwriting arrangements described above and (b) 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) such Holder's ownership of Registrable Shares to be transferred free and clear of all liens, claims, and encumbrances, (ii) such Holder's power and authority to effect such transfer, and (iii) 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) 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) days of their receipt of BEPC'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 "Requesting Holders" for purposes of this Section 2.1. BEPC shall also have the right to issue and sell Shares in such Demand Registration, subject to Section 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 "Adverse Effect"). 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. 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 Section 2.1 until a date not later than ninety (90) days after the Required Filing Date if (a) 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) prior to receiving the Demand Request, BEPC had determined to effect a registered underwritten public offering of BEPC's securities for BEPC'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) 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 Section 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) 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) of the preceding sentence, the proposed registration for BEPC's account is abandoned. In order to defer the filing of a Registration Statement or Prospectus, as applicable, pursuant to this Section 2.1.6, BEPC shall promptly (but in any event within ten (10) 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 Section 2.1.6 and a general statement of the reason for such deferral and an approximation of the anticipated delay. Within twenty (20) 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 Section 2.1.6 only once. 2.2 Piggyback Registrations 2.2.1 Right to Piggyback. Each time BEPC proposes to (a) 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) 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) and (b) are each referred to as a "Piggyback Registration"), 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 Section 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) days after the date of such notice from BEPC (or within one (1) Business Day in the case of a "bought deal" financing). Any Holder shall have the right to withdraw such Holder's request for inclusion of such Holder's Registrable Shares in any Registration Statement, Shelf Registration or Prospectus, as applicable, pursuant to this Section 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 Section 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 Section 2.2.1 until such information becomes available in the public domain. 10 2.2.2 Priority on Piggyback Registrations (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) first, the securities BEPC proposes to sell, (ii) 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) 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 Section 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 Holder's request to include Registrable Shares in such Registration Statement, Shelf Registration or Prospectus, as applicable. (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) agrees to sell such Holder's Registrable Shares on the basis provided in any underwriting arrangements approved by BEPC and (ii) 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) such Holder's ownership of Registrable Shares to be sold or transferred free and clear of all liens, claims, and encumbrances, (B) such Holder's power and authority to effect such transfer, and (C) 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.

**11 2.3 Short-Form Filings**

(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.

(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.

**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:

(a) prepare and file, pursuant to Section 2.1.1(b) with respect to any Demand Registration, subject to Section 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;

(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) 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;

(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) twenty four (24) months after the Effective Date and (ii) the date on which all the Registrable Shares subject thereto have been sold pursuant to such Shelf Registration or Shelf Prospectus, as applicable;

(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 Section 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);

(e) use its reasonable best efforts to register or qualify such Registrable Shares under such other securities or "blue sky" 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) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction);

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(f) notify each seller of Registrable Shares and each underwriter and (if requested by any such Person) confirm such notice in writing (i) 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) 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 "blue sky" laws or the initiation of any proceedings for that purpose, and (iii) 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 Holder'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 BEPC'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 BEPC's securityholders an earnings statement satisfying the provisions of Section 11(a) of the U.S. Securities Act no later than thirty (30) days after the end of the twelve (12) month period beginning with the first day of BEPC's first fiscal quarter commencing after the Effective Date, which earnings statement shall cover said twelve (12) 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 BEPC'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 "Inspectors"), all financial and other records, pertinent corporate documents and properties of BEPC (collectively, the "Records"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause BEPC'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) if (i) 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) if either (x) 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) 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) 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) an opinion or opinions of counsel to BEPC, (ii) a comfort letter or comfort letters from BEPC'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) 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 underwriter'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 "Suspension Notice") from BEPC of the happening of any event of the kind described in Section 2.4(f)(iii) such Holder will forthwith discontinue disposition of Registrable Shares until such Holder's receipt of the copies of the supplemented or amended Registration Statement or Prospectus, as applicable, or until it is advised in writing (the "Advice") 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 Holder'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 Sections 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.

17 2.6 Registration Expenses All fees and expenses incident to any registration including, without limitation, BEPC'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 "qualified independent underwriter" and of its counsel), as may be required by the rules and regulations of FINRA, fees and expenses of compliance with securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" 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 "cold comfort" 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.

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 "Seller Affiliates") (a) against any and all losses, claims, damages, liabilities, and expenses, joint or several (including, without limitation, reasonable attorneys' fees and disbursements except as limited by Section 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) 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) 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) 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 seller's or any Seller Affiliate'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 Section 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.

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 attorneys' fees and disbursements except as limited by Section 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.

19 2.7.3 Any Person entitled to indemnification hereunder will (a) 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) unless in such indemnified party'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) the indemnifying party has agreed to pay such fees or expenses, (ii) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person, or (iii) 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) 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) 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 Section 2.7.1 or Section 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 parties' 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 Section 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 Section 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 Section 2.7.3, defending any such action or claim. Notwithstanding the provisions of this Section 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 Holders' obligations in this Section 2.7.4 to contribute shall be several in proportion to the amount of Registrable Shares registered by them and not joint.

2.7.5 If indemnification is available under this Section 2.7, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.7.1 and Section 2.7.2 without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in Section 2.7.4 subject, in the case of the Holders, to the limited dollar amounts set forth in Section 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.

2.8 Transfer of Registration Rights The rights of each Holder under this Agreement may, in the Holder's discretion, be assigned, in whole or in part, to (i) any direct or indirect transferee of all or any portion of such Holder's Registrable Shares or (ii) 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 Holder's Registrable Shares, no such assignment will limit or otherwise impair the transferor's rights under this Agreement.

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) BEPC's name, address and telephone number (including area code), (b) BEPC's Internal Revenue Service identification number and Business Number issued by the Canada Revenue Agency, (c) BEPC's SEC and SEDAR+ file numbers, (d) the number of Shares outstanding as shown by the most recent report or statement published by BEPC, and (e) whether BEPC has filed the reports required to be filed under the applicable Securities Laws for a period or at least ninety (90) days prior to the date of such certificate and in addition has filed the most recent annual report required to be filed thereunder.

2.10 Preservation of Rights BEPC will not directly or indirectly (a) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder or (b) 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.

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) cooperate with BEPC to satisfy BEPC's obligations pursuant to this Agreement and participate in the preparation, as necessary, of a Registration Statement and/or Prospectus by BEPC and (ii) 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 November 28, 2011 (as amended, the "BEP-BRPI Registration Rights Agreement"), 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 "Demand Registration" under the BEP-BRPI Registration Rights Agreement without the need for Brookfield to take any further action thereunder.

**ARTICLE 3 TERMINATION**

**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) 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) such Shares (or other securities) shall have been sold to the public pursuant to an exemption under applicable Securities Laws; (c) 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) such Shares (or other securities) shall have ceased to be outstanding; or (e) such Registrable Shares are eligible for sale pursuant to Rule 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.

**ARTICLE 4 MISCELLANEOUS**

**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.

**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

**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 Section

**4.2.4** If to any other Holder, the address indicated for such Holder in BEPC's stock transfer records with copies, so long as Brookfield owns any Registrable Shares, to Brookfield as provided above.

**4.3 Authority** Each of the parties hereto represents to the other that (a) it has the corporate power and authority to execute, deliver and perform this Agreement, (b) 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) it has duly and validly executed and delivered this Agreement, and (d) 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 creditors' rights generally and general equity principles.

**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.

**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.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

**BROOKFIELD CORPORATION** By: /s/ Swati Mandava Name: Swati Mandava Title: Managing Director, Legal and Regulatory

**BROOKFIELD RENEWABLE CORPORATION** By: /s/ Jennifer Mazin Name: Jennifer Mazin Title: General Counsel and Corporate Secretary

**BROOKFIELD RENEWABLE PARTNERS L.P.**, by its general partner, **BROOKFIELD RENEWABLE PARTNERS LIMITED** By: /s/ James Bodi Name: James Bodi Title: President [Signature page to Registration Rights Agreement] EX-99.3 4 d918212dex993.htm EX-99.3 EX-99.3 Exhibit 99.3

**PAIRING AGREEMENT** THIS AGREEMENT made as of December 24, 2024 BETWEEN: **BROOKFIELD RENEWABLE CORPORATION** - and - **BROOKFIELD RENEWABLE HOLDINGS CORPORATION** - and - **BROOKFIELD RENEWABLE PARTNERS L.P.**

**RECITALS:** WHEREAS on March 31, 2020, Brookfield Renewable Partners L.P. ("BEP") distributed class A exchangeable subordinate voting shares (the "Old Class A Shares") of Brookfield Renewable Holdings Corporation (previously, Brookfield Renewable Corporation) ("BEPC Holdings") to the holders of non-voting limited partnership units of BEP (each, a "Unit") 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) public holders of Old Class A Shares received one (1) class A exchangeable subordinate voting share (each, an "Exchangeable Share") of Brookfield Renewable Corporation ("BEPC") in exchange for each Old Class A Share held, (ii) all such Old Class 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 "Class A.1 Share") and such Old Class A Shares were cancelled, and (iii) the Old Class A Shares held by Brookfield Corporation and its subsidiaries (the "Brookfield Group") were exchanged for an equal number of class A.2 exchangeable non-voting shares of BEPC Holdings (each, a "Class A.2 Share") and such Old Class A Shares were cancelled; AND

WHEREAS the Exchangeable Shares, Class A.1 Shares and Class A.2 Shares have been structured with the intention of providing an economic return equivalent to a Unit; AND WHEREAS Class 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 Class 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 "Pairing Principle"); 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 BEPC's election (the "Exchangeable Share Exchange Right"); AND WHEREAS each Class A.1 Share is exchangeable at the option of the holder at any time, subject to certain restrictions, for one Unit per Class A.1 Share multiplied by a factor (the "Conversion 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 Holdings of the applicable notice of exchange), subject to certain adjustments, plus Unpaid Class A.1 Dividends (as defined in the BEPC Holdings Articles), if any, with the form of payment to be determined at BEPC Holdings' election (the "Class A.1 Exchange Right"); AND WHEREAS each Class 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) for one Exchangeable Share per Class A.2 Share multiplied by the Conversion Factor, subject to certain adjustments, plus Unpaid Class A.2 Dividends (as defined in the BEPC Holdings Articles), if any, with the form of payment to be determined at BEPC Holdings' election (subject to an ownership cap that limits the exchange by Brookfield Group of Class 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 Class A.2 Share multiplied by the Conversion Factor, subject to certain adjustments, plus Unpaid Class A.2 Dividends, if any, with the form of payment to be determined at BEPC Holdings' election, or (iii) if such Class A.2 Share is held by a BEP-Affiliated Class A.2 Shareholder (as defined in the BEPC Holdings Articles), into one Class A.1 Share or one class C non-voting share of BEPC Holdings (the "Class A.2 Exchange Right"); 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:

ARTICLE 1 INTERPRETATION

1.1 Definitions In this Agreement, except where the context otherwise requires, the following terms will have the following meanings:

1.1.1 "Agreement" means this Pairing Agreement; 1.1.2 "BEP" has the meaning ascribed thereto in the Recitals; 1.1.3 "BEPC" has the meaning ascribed thereto in the Recitals; 1.1.4 "BEPC Articles" means the articles of BEPC; 1.1.5 "BEPC Holdings" has the meaning ascribed thereto in the Recitals; 1.1.6 "BEPC Holdings Articles" means the articles of BEPC Holdings; 1.1.7 "Business Day" 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 "Class A.1 Exchange Right" has the meaning ascribed thereto in the Recitals; 1.1.9 "Class A.1 Shares" has the meaning ascribed thereto in the Recitals; 1.1.10 "Class A.2 Exchange Right" has the meaning ascribed thereto in the Recitals; 1.1.11 "Class A.2 Shares" has the meaning ascribed thereto in the Recitals; 1.1.12 "Conversion Factor" has the meaning ascribed thereto in the Recitals; 1.1.13 "Exchangeable Share Exchange Right" has the meaning ascribed thereto in the Recitals; 1.1.14 "Exchangeable Shares" has the meaning ascribed thereto in the Recitals; 1.1.15 "Old Class A Shares" has the meaning ascribed thereto in the Recitals; 1.1.16 "Pairing Principle" has the meaning ascribed thereto in the Recitals; 1.1.17 "Parties" means BEPC, BEPC Holdings and BEP, and "Party" means any one of them; and 1.1.18 "Units" has the meaning ascribed thereto in the Recitals.

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.

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 "include", "includes", "including", 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 person'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.

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.

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 Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

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 COVENANTS

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 Class 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 Class 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 Class 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 Class A.1 Exchange Right in respect of an equivalent number of Class A.1 Shares held by BEPC and, immediately after receipt of such Units, deliver the Units received in consideration for such Class 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 Section 2.1.4, BEPC shall not, unless otherwise agreed by BEP, exercise the Class A.1 Exchange Right in respect of any Class A.1 Shares held by BEPC;

2.1.6 if and to the extent that any holders of Class A.2 Shares from time to time exercise the Class A.2 Exchange Right in respect of such Class A.2 Shares and the consideration for such Class A.2 Shares is Exchangeable Shares, BEPC shall, upon receipt of such Class A.2 Shares, and unless otherwise agreed by BEP, exercise the Class A.2 Exchange Right in respect of such Class A.2 Shares (as owned by BEPC) to convert such Class A.2 Shares into Class 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 Class 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 Class 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 Class A.1 Shares to holders of Exchangeable Shares.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

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) applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditors' rights and remedies generally, and (ii) 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.

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) applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and other laws of general application limiting the enforcement of creditors' rights and remedies generally, and (ii) 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.

ARTICLE 4 TERMINATION

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.

ARTICLE 5 GENERAL PROVISIONS

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 Section 5.1 shall be null and void.

5.2 Enurement This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

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 fourth<sup>th</sup> 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: 5.3.1 if to BEPC: Brookfield Renewable Corporation Brookfield Place, 181 Bay Street Suite 300, Toronto, Ontario M5J 2T3 5.3.2 if to BEPC Holdings : Brookfield Renewable Holdings Corporation Brookfield Place, 181 Bay Street Suite 300, Toronto, Ontario M5J 2T3 5.3.3 if to BEP: Brookfield Renewable Partners L.P. 73 Front Street 5th Floor Hamilton HM12 Bermuda 5.3.4 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. 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. Brookfield Renewable Corporation By: /s/ Jennifer Mazin Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Brookfield Renewable Holdings Corporation By: /s/ Jennifer Mazin Name: Jennifer Mazin Title: General Counsel and Corporate Secretary Brookfield Renewable Partners L.P., by its general partner, Brookfield Renewable Partners Limited By: /s/ James Bodi Name: James Bodi Title: President [Signature Page - Pairing Agreement]