December 3, 2012

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Brookfield Smoky Mountain Hydropower LLC
Project No. P-2169-104
Submittal of Certified Instruments of Conveyance, and Notice of Administrative Name Change

Dear Ms. Bose:

Pursuant to ordering paragraph (C) of the Federal Energy Regulatory Commission’s (“Commission”) October 4, 2012 “Order Approving Transfer of License,” and Section 9.3(b) of the Commission’s rules and regulations, Brookfield Smoky Mountain Hydropower LLC (“BSMH”) hereby submits its acknowledgement of acceptance of all the terms and conditions of the License Transfer Order, as well as certified copies of the instruments of conveyance, which demonstrate that BSMH has the necessary rights to maintain and operate Project No. P-2169.

Specifically, BSMH submits the following documents in connection with the transfer of Project No. P-2169:

- Attachment 1: Assignment and Assumption Agreement, dated as of November 15, 2012, by and between Alcoa Power Generating Inc. and Brookfield Smoky Mountain Hydropower LLC;

- Attachment 2: General Warranty Deed made as of the 14th day of November, 2012, recorded in Blount County, Tennessee on November 19, 2012 at Record Book 2340, Pages 1262-1283 and recorded in Monroe County, Tennessee on November 19, 2012 at Book WD357, Pages 393-414;

1 Alcoa Power Generating Inc., et al., 141 FERC ¶ 62,010 (2012) (“License Transfer Order”).
2 18 C.F.R. § 9.3(b) (2012).
Ms. Kimberly Bose  
December 3, 2012

• Attachment 3: Assignment and Assumption of Rights, Privileges, Easements, Licenses and Obligations in Connection with Real Property entered as of the 14th day of November, 2012, recorded in Blount County, Tennessee on November 19, 2012 at Record Book 2340, Pages 1335-1353 and recorded in Monroe County, Tennessee on November 19, 2012 at Book M230, Pages 73-91;

• Attachment 4: General Warranty Deed made as of the 14th day of November, 2012, recorded in Swain County, North Carolina on November 19, 2012 at Book 407, Pages 272-310 and recorded in Graham County, North Carolina on November 19, 2012 at Book 324, Pages 242-280;

• Attachment 5: Assignment and Assumption of Rights, Privileges, Easements, Licenses and Obligations in Connection with Real Property entered as of the 14th day of November, 2012, recorded in Swain County, North Carolina on November 19, 2012 at Book 407, Pages 315-328 and recorded in Graham County, North Carolina on November 19, 2012 at Book 324, Pages 315-328;

• Attachment 6: Acceptance Sheet as attached to the License Transfer Order, signed by officers of Brookfield Smoky Mountain Hydropower LLC and acknowledging acceptance of the License Transfer Order and its terms and conditions; and

• Attachment 7: Certified copy of the record of the resolution of Brookfield Smoky Mountain Hydropower LLC’s Board of Managers, dated November 15, 2012.

In addition, BSMH informs the Commission that the name of Project No. P-2169 has been changed from the “Tapoco Hydroelectric Project” to “Brookfield Smoky Mountain Hydro.”

Respectfully submitted,

/s/ Michael J. Rustum
Michael J. Rustum

Attorney for Brookfield Smoky Mountain Hydropower LLC

cc: Service list

Attachments
ATTACHMENT 1
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 15, 2012, is by and between Alcoa Power Generating Inc., a Tennessee corporation (the “Assignor”), and Brookfield Smoky Mountain Hydropower LLC, a Delaware limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor is party to that certain Tapoco Hydroelectric Project FERC No. 2169 Relicensing Settlement Agreement, dated April 28, 2004, by and between Assignor; American Rivers, Inc.; Blount County, Tennessee; City of Alcoa, Tennessee; Cross Creek Property Owners Association; Friends of Lake Santeetlah, Inc.; Graham County, North Carolina; United States National Park Service; National Parks Conservation Association; North Carolina Department of Environment and Natural Resources; North Carolina Wildlife Resources Commission; Tennessee Clean Water Network; Tennessee Department of Environment and Conservation; Tennessee Wildlife Resources Agency; The Nature Conservancy of Tennessee; Town of Robbinsville, North Carolina; Town of Lake Santeetlah, North Carolina; United States Bureau of Indian Affairs; United States Fish and Wildlife Service; United States Forest Service; and Western North Carolina Alliance (the “Relicensing Settlement Agreement”); and

WHEREAS, in connection with the Amended and Restated Acquisition Agreement dated June 29, 2012, (the “Acquisition Agreement”), to which Assignor and Assignee are parties, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee desires to assume and perform, the obligations and liabilities of Assignor set forth in the Relicensing Settlement Agreement.

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree:

1. Assignor hereby assigns, transfers and delivers to Assignee, and Assignee assumes, undertakes and will perform, satisfy, honor, pay or otherwise discharge in full in accordance with its terms, the Relicensing Settlement Agreement.

2. This Assignment and Assumption Agreement is made subject to and with the benefit of the respective representations, warranties, covenants and agreements contained in the Acquisition Agreement, including without limitation the indemnification provisions set forth in Article 12.

3. This Assignment and Assumption Agreement does not amend or otherwise modify or limit any of the provisions of the Acquisition Agreement. This Assignment and Assumption Agreement is subject to the terms and conditions of the Acquisition Agreement. To the extent that any provision of this Assignment and Assumption Agreement is inconsistent with the Acquisition Agreement, the provisions of the Acquisition Agreement shall control.

4. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

5. This Assignment and Assumption Agreement shall be binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective successors and permitted assigns.
6. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York excluding the conflicts of laws provisions thereof.

7. Capitalized terms used but not defined herein shall have the meanings given to those terms in the Acquisition Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the parties have entered into this Assignment and Assumption Agreement effective as of the time, day and year first above written.

ASSIGNOR:

Alcoa Power Generating Inc.,
a Tennessee corporation

By:
Print Name: Marc A. Pereira
Print Title: Vice President

ASSIGNEE:

Brookfield Smoky Mountain Hydropower LLC,
a Delaware limited liability company

By: ____________________________
Print Name: ______________________
Print Title: ______________________
IN WITNESS WHEREOF the parties have entered into this Assignment and Assumption Agreement effective as of the time, day and year first above written.

ASSIGNOR:

Alcoa Power Generating Inc.,
a Tennessee corporation

By: ____________________________
Print Name: ____________________________
Print Title: ____________________________

ASSIGNEE:

Brookfield Smoky Mountain Hydropower LLC,
a Delaware limited liability company

By: ____________________________
Print Name: ____________________________
Print Title: ____________________________

[Signature Page to the Assignment and Assumption Agreement (Relicensing Settlement Agreement)]
ATTACHMENT 2
OWNER/RESPONSIBLE TAXPAYER:
Brookfield Smoky Mountain Hydropower LLC
c/o Brookfield Renewable Power Inc.
200 Donald Lynch Blvd., Suite 300
Marlborough, MA 01752

This Instrument Prepared By:
Wayne R. Kramer, Esq.
P. O. Box 629
Knoxville, TN 37901-0629

Map G Parcel
Blount Co. 170 001.00
157 004.00
Monroe Co. 052 001.00
087 001.00

Tennessee Project Property

GENERAL WARRANTY DEED

THIS INDENTURE is made as of the 14th day of November, 2012, between
ALCOA POWER GENERATING INC., (formerly known as, and Successor-in-Interest to,
Tapoco, Inc. and Knoxville Power Company), a corporation organized and existing under and by
virtue of the laws of the State of Tennessee (hereinafter "First Party") and BROOKFIELD
SMOKY MOUNTAIN HYDROPOWER LLC, a limited liability company organized and
existing under and by virtue of the laws of the State of Delaware (hereinafter "Second Party").

*** WITNESSETH ***

THAT WHEREAS, First Party is the owner in fee simple of certain real property
located in Blount County, Tennessee and in Monroe County, Tennessee in the vicinity of the
Chilhowee Reservoir, Calderwood Village and Calderwood Reservoir, and which property is
more particularly described and shown on Exhibits A & B attached hereto and incorporated
herein by reference (hereinafter sometimes referred to as the "Tennessee Project Property"),
which Tennessee Project Property description includes in certain instances Non-Project
Transmission Line Corridors connected with those Transmission Line Corridors being
transferred and conveyed to Second Party as part of (i) the Tennessee Transmission Facilities'
Real Property described in and pursuant to General Warranty Deed of even date herewith and (ii)
the Tennessee Non-Project Property described in and pursuant to Special Warranty Deed of even
date herewith, which deeds are being recorded contemporaneously herewith both in the
Register's Office for Blount County, Tennessee and the Register's Office for Monroe County,
Tennessee; and

Phyllis Lee Crisp, Register
Blount County Tennessee
Rec #: 433665
Rec'd: 110.00 Instrument #: 681021
State: 182412.70
Clerk: 1.00 Recorded
Other: 2.00 11/19/2012 at 12:10 PM
Total: 182525.70

Record Book 2340 Pgs 1262-1283

Book WD357 Page 393
WHEREAS, First Party operates power generating facilities in the Little Tennessee River Valley as the Licensee of the Tapoco Hydroelectric Project under a License issued by the Federal Energy Regulatory Commission ("FERC") Project No. 2169 (the "Project"); and

WHEREAS, on January 25, 2005, a new license for the Project was issued to First Party by FERC, effective March 1, 2005, as that License may be amended ("Project License"); and

WHEREAS, the Tennessee Project Property being conveyed herein is within the FERC Project Boundary Line (i.e., all located within the "Project Boundary"); and

WHEREAS, First Party and Second Party as well as certain affiliates of Second Party, have entered into that certain Amended and Restated Acquisition Agreement dated as of June 29, 2012 (the "Acquisition Agreement") under which Second Party will become the Licensee of the Project and otherwise be First Party's "Transferee" as more fully defined in those certain Instruments of record in Book 2073, Page 1172 and Book 2073, Page 1200 in the Register's Office for Blount County, Tennessee and in Book M165, Page 624 and Book M165, Page 672 in the Register's Office for Monroe County, Tennessee, in connection with the Project, Project License, and any other lawful requirements of FERC, and all power transmission lines, utility lines of any nature, communication lines, related equipment and all associated improvements owned or utilized by First Party (collectively "Power Lines, Equipment and Improvements") specifically including, access to Power Lines, Equipment and Improvements, and other Tennessee Project and Non-Project property areas or otherwise, for Project, Power Generation, Power Transmission and other utility purposes; and

WHEREAS, by Order issued October 4, 2012 ("Order"), FERC approved the transfer of the Project License from First Party to Second Party upon certain contingencies and pursuant to such Order, Second Party agreed to accept all the terms and conditions of the Project License; and

WHEREAS, consistent with the Order and in accordance with Article 2, Section 2.01(a) and Article 9, Section 9.02(b) of the Acquisition Agreement, First Party has agreed to sell, transfer, convey and assign to Second Party all of First Party's right, title, and interest in and to the Tennessee Project Property (and certain Non-Project Transmission Line Corridors) described and shown on Exhibits A & B attached hereto and made a part hereof; and
WHEREAS, First Party desires to execute this Deed in accordance with the Acquisition Agreement and to transfer title to the Tennessee Project Property (and certain Non-Project Transmission Line Corridors) to Second Party upon the terms and conditions set forth herein; and

WHEREAS, Second Party desires to accept this Deed and acknowledges that from and after the execution and recording of this Deed, Second Party shall be the owner of the Tennessee Project Property (and certain Non-Project Transmission Line Corridors) subject to all the terms, conditions, encumbrances, rights and privileges either set forth or otherwise referenced herein; including, but not limited to, all of the terms and conditions of the Project License and the lawful requirements of FERC thereunder and all other liens and encumbrances referenced hereinbelow;

NOW, THEREFORE, First Party, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, to it in hand paid by Second Party, the receipt of which is hereby acknowledged, including the terms and conditions and other rights and obligations set forth in this Deed, to which this conveyance is specifically subject and which terms and conditions and other rights and obligations are fundamental consideration to this transaction, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey to Second Party the Tennessee Project Property (and certain Non-Project Transmission Line Corridors) located in Blount and Monroe Counties, Tennessee, as more particularly described and shown on Exhibits A & B, subject to the exceptions, reservations, limitations, covenants and conditions hereinabove and hereinafter set forth, with the hereditaments and appurtenances thereto appertaining, hereby releasing, if applicable, all claims of homestead and dower therein.

TO HAVE AND TO HOLD, the Tennessee Project Property (and certain Non-Project Transmission Line Corridors) herein conveyed to Second Party, its successors and assigns, forever, subject to the exceptions, reservations, limitations, covenants and conditions hereinabove and hereinafter set forth, which exceptions, reservations, limitations, covenants and conditions are understood and acknowledged by the parties, which understanding and acknowledgement are evidenced by First Party's execution and Second Party's acceptance and recording of this Deed:
1. Second Party acknowledges, recognizes and agrees that the Tennessee Project Property herein conveyed is within the Project Boundary and is therefore subject to the terms and conditions of the Project License and to any other lawful requirements of FERC thereunder.

2. Second Party agrees that the rights and privileges herein granted in the Tennessee Project Property will not be used in any way that would endanger health, create a nuisance, or otherwise be incompatible with the overall recreational uses associated with the Project.

3. Second Party agrees that it shall take all reasonable precautions to insure that the construction, operation, and maintenance of structures and facilities on the Tennessee Project Property will occur, and Second Party shall otherwise use the Tennessee Project Property in such a manner that will protect the scenic, recreational and environmental values of the Project.

The hereinabove described terms and provisions, including the Recitals, which Recitals are incorporated herein by reference, shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; it being the intent of the parties that said terms and provisions, so long as they remain in full force and effect, shall run with the land.

And said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, its successors and assigns, that it is lawfully seized in fee simple of the Tennessee Project Property and said Non-Project Transmission Line Corridors herein conveyed and has full power, authority and right to convey the same and that said Tennessee Project Property and said Non-Project Transmission Line Corridors are free from all encumbrances except (i) real property taxes for the current year, which shall be pro-rated between First Party and Second Party as of the date of closing with First Party being responsible for such taxes to the date of closing and Second Party being responsible for and assuming such taxes from and after the date of closing, (ii) the hereinabove described terms, covenants, limitations and conditions, and (iii) such other liens, encumbrances and exceptions as are of record in the Registers' Offices for Blount and Monroe Counties, Tennessee including specifically, but not limited to, the applicable terms and encumbrances set forth in that certain Law Enforcement and Resource Management Easement of record in Book 2042, Page 668 in the Register's Office for Blount
County, Tennessee as amended by instrument of record in Book 2059, Page 2968 in said Register's Office, and that it will forever warrant and defend the title to said Tennessee Project Property and Non-Project Transmission Line Corridors against the lawful claims of all persons whomsoever.

WHEREVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, First party has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer the day and year first above written.

ALCOA POWER GENERATING INC.

By: [Signature]

Print Name: Marc A. Pereira

Title: Vice President

STATE OF Pennsylvania )
COUNTY OF Allegheny )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Marc A. Pereira, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Vice President of ALCOA POWER GENERATING INC., the within named bargainor, a corporation, and that he/she as such Vice President being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Vice President.

Witness my hand and seal at office this 14th day of November, 2012.

Notary Public

My Commission Expires: Nov 22, 2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melanie A. Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 22, 2012
Member, Pennsylvania Association of Notaries
STATE OF Tennessee

COUNTY OF Knox

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is Three hundred nineteen million Dollars ($319,571,000.00). Five hundred seventy-one thousand.

Affiant

Sworn to and subscribed before me, this 16th day of November, 2012.

Kimberly D. Walker Carnesier
Notary Public

My Commission Expires: 9/21/14

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS NOR WARRANTIES AS TO THE STATUS OF THE TITLE TO THE PROPERTY CONVEYED HEREIN OR CONCERNING THE ACCURACY OF THE FOREGOING PROPERTY DESCRIPTION AND REPRESENTS THAT THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER HEREOF.
EXHIBIT A

DESCRIPTION OF TENNESSEE PROJECT PROPERTY WHICH DESCRIPTION INCLUDES CERTAIN NON-PROJECT TRANSMISSION LINE CORRIDORS

All bearings in the following legal description are referred to in True Meridian, and all distances are measured horizontally.

All elevations in the following legal description are in feet above mean sea level, USGS datum (NGVD29).

The Tennessee Project Property is situated in Blount County, Tennessee and Monroe County, Tennessee and is more particularly described as follows:

BEGINNING at a concrete monument located in Blount County, Tennessee south of U.S. Highway 129, 30 feet more or less north of the north bank of the Little Tennessee River, 2,750 feet more or less west of the Chilhowee Dam;

thence with a bearing of N 52°54’ E a distance of 411.0 feet to a point located north of U.S. Highway 129 and on the contour of elevation 937.5’;

thence with the contour of elevation 937.5’ with a bearing of S 84°01’ E a distance of 106.0 feet to a point;

thence with a bearing of N 85°14’ E a distance of 96.0 feet to a point;

thence with a bearing of N 80°58’ E a distance of 223.0 feet to a point;

thence with a bearing of N 78°53’ E a distance of 296.0 feet to a point;

thence with a bearing of N 80°32’ E a distance of 219.0 feet to a point;

thence with a bearing of N 89°06’ E a distance of 64.0 feet to a point;

thence with a bearing of N 76°48’ E a distance of 131.0 feet to a point;

thence with a bearing of N 83°27’ E a distance of 175.0 feet to a point;

thence with a bearing of N 70°24’ E a distance of 77.0 feet to a point;

thence with a bearing of N 83°02’ E a distance of 91.0 feet to a point;

thence with a bearing of N 72°58’ E a distance of 130.0 feet to a point;

thence with a bearing of S 52°15’ E a distance of 78.0 feet to a point;

thence with a bearing of S 88°34’ E a distance of 281.0 feet to a point;

thence with a bearing of N 86°58’ E a distance of 132.0 feet to a point;
thence with a bearing of S 80°52’ E a distance of 113.0 feet to a point;
thence leaving the contour of elevation 937.5’ with a bearing of N 18°26’ E a distance of 411.0 feet to a point;
thence with a bearing of S 69°17’ E a distance of 430.0 feet crossing First Party’s high voltage electricity transmission line corridor to a point;
thence with a bearing of S 10°26’ E a distance of 320.0 feet to a point on the contour of elevation 937.5’;
thence with the contour of elevation 937.5’ with a bearing of S 84°18’ E a distance of 131.0 feet to a point;
thence with a bearing of S 67°18’ E a distance of 153.0 feet to a point;
thence with a bearing of S 74°29’ E a distance of 112.0 feet to a point;
thence with a bearing of N 59°58’ E a distance of 86.0 feet to a point;
thence with a bearing of S 71°05’ E a distance of 262.0 feet to a point;
thence with a bearing of S 51°05’ E a distance of 54.0 feet to a point;
thence with a bearing of N 85°51’ E a distance of 69.0 feet to a point;
thence with a bearing of N 16°57’ E a distance of 100.0 feet to a point;
thence with a bearing of S 53°01’ E a distance of 96.0 feet to a point;
thence with a bearing of S 17°30’ E a distance of 96.0 feet to a point;
thence with a bearing of S 38°03’ E a distance of 58.0 feet to a point;
thence with a bearing of S 24°00’ E a distance of 179.0 feet to a point;
thence with a bearing of S 73°11’ E a distance of 90.0 feet to a point;
thence with a bearing of N 70°09’ E a distance of 77.0 feet to a point;
thence with a bearing of N 30°50’ E a distance of 144.0 feet to a point;
thence with a bearing of N 33°05’ E a distance of 209.0 feet to a point;
thence with a bearing of N 29°31’ E a distance of 260.0 feet to a point;
thence with a bearing of S 01°27’ W a distance of 118.0 feet to a point;
thence with a bearing of S 11°07’ W a distance of 176.0 feet to a point;
thence with a bearing of S 10°58’ W a distance of 200.0 feet to a point;
thence with a bearing of S 02°31’ W a distance of 160.0 feet to a point;
thence with a bearing of S 16°05’ E a distance of 116.0 feet to a point;
thence with a bearing of N 82°37’ E a distance of 218.0 feet to a point;
thence with a bearing of N 74°21’ E a distance of 156.0 feet to a point;
thence with a bearing of S 40°49' W a distance of 252.0 feet to a point;
thence with a bearing of S 14°42' W a distance of 157.0 feet to a point;
thence with a bearing of S 24°32' E a distance of 101.0 feet to a point;
thence with a bearing of S 10°53' E a distance of 79.0 feet to a point;
thence with a bearing of S 27°43' E a distance of 112.0 feet to a point;
thence with a bearing of S 18°06' E a distance of 161.0 feet to a point;
thence with a bearing of S 24°46' E a distance of 129.0 feet to a point;
thence with a bearing of S 57°21' E a distance of 122.0 feet to a point;
thence with a bearing of N 66°44' E a distance of 102.0 feet to a point;
thence with a bearing of S 08°45' E a distance of 53.0 feet to a point;
thence with a bearing of N 81°52' E a distance of 120.0 feet to a point;
thence with a bearing of N 83°56' E a distance of 95.0 feet to a point;
thence with a bearing of N 60°50' E a distance of 98.0 feet to a point;
thence leaving the contour of elevation 937.5' with a bearing of S 03°21' W a distance of 13.0 feet to a point on the contour of elevation 925.0';
thence generally northeasterly along the contour of elevation 925.0', a distance of 15,425 feet more or less to a point;
thence with a bearing of S 23°10' E a distance of 58.0 feet to a point on the contour of elevation 888.0';
thence generally northeasterly along the contour of elevation 888.0' a distance of 52,330 feet more or less, crossing First Party’s high voltage electricity transmission line corridor to the north of U.S. Highway 129 and continuing around Chilogatee Branch and Abrams Creek, crossing the centerlines of each, with two crossings of a Tennessee Valley Authority high voltage electricity transmission line corridor, then generally southerly running under a Tennessee Valley Authority high voltage electricity transmission line corridor, to a point on the north side of First Party’s high voltage electricity transmission line corridor;
thence with a bearing of S 23°56'53" E a distance of 325.72 feet to a point;
thence with a bearing of S 30°55'53" E a distance of 321.92 feet to a point;
thence with a bearing of S 84°03'25" E a distance of 294.10 feet to a point;
thence with a bearing of S 14°49'37" W a distance of 327.54 feet to a point;
thence with a bearing of S 74°56'48" W a distance of 311.29 feet crossing First Party’s high voltage electricity transmission line corridor to a point on the contour of elevation 925.0';
thence generally southwesterly along the contour of elevation 925.0', a distance of 10,415 feet more or less to a point, the western most point of Calderwood Village, said western most point being 420 feet more or less north of the center point of the end platform of the Scona Ferry pier, said center point having coordinates N 433879.47, E 2562187.40;
thence with a bearing of N 35°05'05" E a distance of 571.8 feet to a point on the contour of elevation 1,300.0';
thence generally northeasterly along the contour of elevation 1,300.0', a distance of 10,535 feet more or less to a point;
thence with a bearing of S 89°49'22" E a distance of 510.10 feet to a point offset 25 feet west of the centerline of U.S. Highway 129;
thence generally southeasterly with the said 25 feet offset of U.S. Highway 129 a distance of 4,490 feet more or less crossing First Party’s high voltage electricity transmission line corridor to a point;
thence with a bearing of S 36°54'33" W a distance of 87.8 feet to a point;
thence with a bearing of S 12°52' W a distance of 2,341.5 feet to a point;
thence with a bearing of S 03°48' W a distance of 1,990.0 feet to a point on the contour of 1,160.0';
thence generally southeasterly along the contour of elevation 1,160.0', a distance of 350 feet more or less to a point;
thence with a bearing of S 80°56'06" E a distance of 1,818.0 feet to a point, said line being 100 feet north of the tunnel connecting the Calderwood Dam and Powerhouse;
thence with a bearing of N 28°29'57" E a distance of 162.7 feet to a point;
thence with a bearing of N 00°31'33" E a distance of 519.1 feet to a point;
thence with a bearing of N 06°52'03" E a distance of 921.7 feet to a point;
thence with a bearing of N 11°03'22" E a distance of 415.5 feet to a point;
thence with a bearing of N 19°34'08" E a distance of 865.1 feet to a point;
thence with a bearing of N 16°01'39" E a distance of 150.0 feet to a point;
thence with a bearing of N 24°00'07" E a distance of 175.4 feet to a point;
thence with a bearing of N 31°44'44" E a distance of 631.6 feet to a point;
thence with a bearing of N 49°31'47" E a distance of 220.4 feet to a point;
thence with a bearing of N 58°21'53" E a distance of 222.5 feet to a point;
thence with a bearing of S 58°44'30" E a distance of 856.1 feet crossing First Party’s high voltage electricity transmission line corridor to a point on the contour of elevation 1,180.0';
thence generally southeasterly along the contour of elevation 1,180.0' a distance of 38,080 feet more or less, around Shaw Grave Branch, Dalton Gap Brook, and Cooper Camp Branch,
crossing the centerlines of each, and crossing First Party’s high voltage electricity transmission line corridor to a point on the Tennessee and North Carolina State Line;
thence following said State Line, also the common boundary line between Blount County, Tennessee and Swain County, North Carolina, generally southwesterly 425 feet more or less to a point on the north bank of the Little Tennessee River, said point being a common point on the boundary lines of Blount County, Tennessee, Swain County, North Carolina, and Graham County, North Carolina;
thence continuing with said State Line and the common boundary line between Blount County, Tennessee and Graham County, North Carolina, along the north bank of the Little Tennessee River generally northwesterly, downstream 2,850 feet more or less to a point on the north bank of the Little Tennessee River opposite the centerline of the mouth of Slick Rock Creek;
thence continuing with said State Line, generally southerly, crossing the Little Tennessee River and leaving the line of Blount County, Tennessee and beginning with the line of Monroe County, Tennessee, following the common boundary line between Monroe County, Tennessee and Graham County, North Carolina along the thread of Slick Rock Creek, 1,770 feet more or less to a point on the contour of elevation of 1,107.5';
thence leaving said State Line and entering Monroe County, Tennessee along the contour of elevation of 1107.5' generally northwesterly a distance of 4,425 feet more or less to a point on the contour of elevation of 1,107.5';
thence with a bearing of N 65°19' W a distance of 89 feet to a point on the contour of elevation 1,180';
thence generally northwesterly along the contour of elevation 1,180', a distance of 27,400 feet more or less crossing First Party’s high voltage electricity transmission line corridor twice to a point on the contour of elevation 1,180';
thence with a bearing of S 73°31' E a distance of 200 feet to a point on a line offset horizontally 200 feet from the contour of elevation 1,180';
thence generally southerly running parallel to the contour of elevation 1,180' at the 200 foot offset, 1,025 feet more or less to a point;
thence with a bearing of N 71°33' W 200 feet to a point on the contour of elevation 1,180';
thence along the contour of elevation 1,180', a distance of 16,905 feet more or less around Goat
Creek and First Creek, crossing the centerlines of each, to a point on the contour of elevation
1,180';
thence with a bearing of S 63°18' E a distance of 383 feet to a point;
thence with a bearing of S 85°00' E a distance of 13.2 feet to a point on the contour of elevation
925.0', 200 feet more or less west of Calderwood Powerhouse;
thence generally northwesterly along the contour of elevation 925.0' a distance of 5,240 feet
more or less to a point on the contour of elevation 925.0';
thence with a bearing of N 37°47' W a distance of 123.0 feet to a point;
thence with a bearing of N 61°37' W a distance of 130.3 feet to a point;
thence with a bearing of N 74°16' W a distance of 192.0 feet to a point;
thence with a bearing of N 68°36' W a distance of 125.7 feet to a point;
thence with a bearing of N 74°49' W a distance of 134.1 feet to a point;
thence with a bearing of N 71°16' W a distance of 77.6 feet to a point;
thence with a bearing of N 63°53' W a distance of 81.5 feet to a point;
thence with a bearing of N 55°17' W a distance of 97.5 feet to a point;
thence with a bearing of N 54°28' W a distance of 132.2 feet to a point;
thence with a bearing of N 49°27' W a distance of 93.4 feet to a point;
thence with a bearing of N 39°23' W a distance of 122.3 feet to a point;
thence with a bearing of N 42°06' W a distance of 42.0 feet to a point;
thence with a bearing of N 53°49' W a distance of 86.8 feet to a point;
thence with a bearing of N 50°58' W a distance of 184.5 feet to a point;
thence with a bearing of N 52°35' W a distance of 96.5 feet to a point;
thence with a bearing of N 56°18' W a distance of 91.9 feet to a point;
thence with a bearing of N 53°45' W a distance of 84.9 feet to a point;
thence with a bearing of N 29°49' W a distance of 40.4 feet to a point;
thence with a bearing of N 12°18' E a distance of 35.5 feet to a point;
thence with a bearing of N 20°11' E a distance of 145.3 feet to a point;
thence with a bearing of N 67°47' E a distance of 42.4 feet to a point;
thence with a bearing of N 52°21' E a distance of 35.6 feet to a point;
thence with a bearing of N 00°40' W a distance of 22.6 feet to a point;

Exhibit A, Page 6
thence with a bearing of N 41°45' W a distance of 74.9 feet to a point;
thence with a bearing of N 62°28' W a distance of 112.7 feet to a point;
thence with a bearing of N 52°04' W a distance of 141.9 feet to a point;
thence with a bearing of N 37°09' W a distance of 39.0 feet to a point;
thence with a bearing of N 54°40' W a distance of 103.5 feet to a point;
thence with a bearing of N 50°33' W a distance of 416.6 feet to a point;
thence with a bearing of N 44°07' W a distance of 120.5 feet to a point;
thence with a bearing of N 40°17' W a distance of 334.2 feet to a point;
thence with a bearing of N 34°00' W a distance of 163.2 feet to a point;
thence with a bearing of N 42°03' W a distance of 89.4 feet to a point;
thence with a bearing of N 28°39' W a distance of 59.6 feet to a point;
thence with a bearing of N 37°51' W a distance of 43.9 feet to a point;
thence with a bearing of N 34°08' W a distance of 100.9 feet to a point;
thence with a bearing of N 24°29' W a distance of 113.3 feet to a point;
thence with a bearing of N 16°35' W a distance of 100.8 feet to a point;
thence with a bearing of N 26°31' W a distance of 68.5 feet to a point;
thence with a bearing of N 38°40' W a distance of 29.6 feet to a point;
thence with a bearing of N 76°03' W a distance of 22.2 feet to a point;
thence with a bearing of N 86°35' W a distance of 98.6 feet to a point;
thence with a bearing of S 66°24' W a distance of 41.4 feet to a point;
thence with a bearing of S 16°28' W a distance of 117.6 feet to a point on the contour of
elevation 887.5';
thence with the contour of elevation 887.5' with a bearing of N 08°52' W a distance of 41.0 feet
to a point;
thence with a bearing of N 08°52' W a distance of 213.1 feet to a point;
thence with a bearing of N 15°14' W a distance of 394.2 feet to a point;
thence with a bearing of N 05°25' W a distance of 575.7 feet to a point;
thence with a bearing of N 05°06' E a distance of 403.2 feet to a point;
thence with a bearing of N 19°58' E a distance of 617.9 feet to a point;
thence leaving the contour of elevation 887.5' with a bearing of N 72°12' W a distance of 52.1
feet to a point on the contour of elevation 925.0';
thence generally northwesterly along the contour of elevation 925.0' a distance of 36,055 feet more or less crossing First Party’s high voltage electricity transmission line corridors five times to a point on the contour of elevation 925.0';
thence with a bearing of N 01°40' E a distance of 43 feet to a point on the contour of elevation 887.5';
thence with a bearing of N 82°04' W a distance of 247 feet to a point;
thence with a bearing of S 87°37' W a distance of 888 feet to a point;
thence with a bearing of N 75°44' W a distance of 926 feet to a point;
thence with a bearing of S 86°22' W a distance of 679 feet to a point;
thence with a bearing of S 30°53' E a distance of 125 feet to a point;
thence with a bearing of N 69°54' W a distance of 119 feet to a point;
thence with a bearing of S 44°53' W a distance of 327 feet to a point;
thence with a bearing of S 41°16' W a distance of 261 feet to a point;
thence with a bearing of N 33°41' W a distance of 141.0 feet to a point;
thence with a bearing of N 80°08' W a distance of 280 feet to a point;
thence with a bearing of S 60°39' W a distance of 351 feet to a point on the contour of elevation 887.5';
thence with a bearing of S 03°09' E a distance of 62.8 feet to a point on the contour of elevation 925.0';
thence generally southwesterly along the contour of elevation 925.0', a distance of 6,030 feet more or less to a point on the contour of elevation 925.0';
thence with a bearing of S 00°20' W a distance of 132.5 feet partially crossing First Party’s high voltage electricity transmission line corridor to a point;
thence with a bearing of S 00°20' W a distance of 240.9 feet completely crossing First Party’s high voltage electricity transmission line corridor to a point;
thence with a bearing of S 00°20' W a distance of 341.0 feet to a point on the contour of elevation 937.5';
thence with the contour of elevation 937.5' with a bearing of N 21°07' W a distance of 155.0 feet to a point;
thence with a bearing of N 31°02' W a distance of 126.0 feet to a point;
thence with a bearing of N 60°17' W a distance of 333.0 feet to a point;
thence with a bearing of N 60°57' W a distance of 154.0 feet to a point;
thence with a bearing of N 45°00’ W a distance of 79.0 feet to a point;
thence with a bearing of N 72°55’ W a distance of 160.0 feet to a point;
thence with a bearing of N 90°00’ W a distance of 226.0 feet to a point;
thence with a bearing of S 58°10’ W a distance of 137.0 feet to a point;
thence with a bearing of S 27°56’ W a distance of 94.0 feet to a point;
thence with a bearing of S 24°36’ E a distance of 247.0 feet to a point;
thence with a bearing of N 63°59’ W a distance of 189.0 feet to a point;
thence with a bearing of N 32°25’ W a distance of 162.0 feet to a point;
thence with a bearing of N 53°35’ W a distance of 175.0 feet to a point;
thence leaving the contour of elevation 937.5’ with a bearing of N 44°49’ W a distance of
2,685.0 feet to a point on the contour of elevation 937.5’;
thence with a bearing of S 89°26’ W a distance of 102.0 feet to a point;
thence with a bearing of N 36°37’ W a distance of 223.0 feet to a point;
thence with a bearing of N 55°37’ W a distance of 92.0 feet to a point;
thence with a bearing of S 77°09’ W a distance of 189.0 feet to a point;
thence with a bearing of S 70°33’ W a distance of 177.0 feet to a point;
thence with a bearing of S 75°52’ W a distance of 278.0 feet to a point;
thence with a bearing of S 77°36’ W a distance of 205.0 feet to a point;
thence with a bearing of S 70°57’ W a distance of 266.0 feet to a point on the contour of
elevation 937.5’;
thence with a bearing of N 04°34’ W a distance of 175.0 feet to a point;
thence with a bearing of N 48°38’ W a distance of 868.0 feet to a point, with the next seven calls
crossing the Little Tennessee River and representing the western and downstream boundary of
Federal Energy Regulatory Commission Project P-2169 on the Little Tennessee River in
Tennessee,
N 00°01’ W a distance of 80.9 feet to a point;
thence with a bearing of N 82°13’ W a distance of 52.7 feet to a point;
thence with a bearing of N 79°21’ W a distance of 402.4 feet to a point;
thence with a bearing of N 10°38’ E a distance of 150.0 feet to a point;
thence with a bearing of S 79°21’ E a distance of 398.6 feet to a point;
thence with a bearing of S 82°13’ E a distance of 28.4 feet to a point;
thence with a bearing of N 00°01' W a distance of 491.7 feet crossing from Monroe County, Tennessee into Blount County, Tennessee to a concrete monument, said monument being the point of the BEGINNING.

Included in the above description, but expressly excluded from this conveyance are the following four tracts:

**Exception Tract 1**
That certain tract previously conveyed to the Calderwood Methodist Church (located in Calderwood Village) by deed dated June 30, 1953 of record in Book 181, Page 64, in the Blount County Register of Deeds Office, and described as follows:
BEGINNING on an iron pipe;
thence with a bearing of N 26°17' E a distance of 155.0 feet to an iron pipe;
thence with a bearing of S 73°32'16" E a distance of 282.25 feet to an iron pipe;
thence with a bearing of S 00°10' W a distance of 145.0 feet to an iron pipe;
thence with a bearing of N 79°13' W a distance of 128.0 feet to an iron pipe;
thence with a bearing of N 73°46' W a distance of 222.0 feet to an iron pipe, said iron pipe being the point of the BEGINNING – an area of 1.09 acres, more or less.

**Exception Tract 2**
That certain tract excepted for use by Calderwood Methodist Church (located in Calderwood Village) as a cemetery, and described as follows:
BEGINNING on an iron pin which is the southwest corner of Calderwood Methodist Church property, and is the northwest corner of graveyard;
thence with property line of Calderwood Methodist Church with a bearing of S 73°46’ E a distance of 222.0 feet to an iron pin;
thence with the Church property line with a bearing of S 79°13’ E a distance of 35.0 feet to an iron pin;
thence with a bearing of S 18°34’ W a distance of 137.0 feet to a post;
thence with a bearing of N 75°05’ W a distance of 256.0 feet to a post;
thence with a bearing of N 20°16’ E a distance of 139.0 feet to an iron pin, said iron pin being the point of the BEGINNING – an area of 0.79 acres, more or less.

Exhibit A, Page 10
Exception Tract 3
That certain tract previously conveyed to the Calderwood Baptist Church (located in Calderwood Village) by deed dated December 1, 1953 of record in Book 181, Page 253, in the Blount County Register of Deeds Office, and described as follows:
BEGINNING at a 1-1/2 inch diameter steel pipe corner, said corner being the southeast corner of Exception Tract 3;
thence North 11 Deg.-02’ East 120.0 feet to a 1-1/2 inch pipe;
thence North 77 Deg.-57’ West 168.3 feet to a 1-1/2 inch pipe;
thence South 89 Deg.-19’ West 182.6 feet to a 1-1/2 inch pipe;
thence South 1 Deg.-02’ West 136.8 feet to a 1-1/2 inch pipe;
thence South 87 Deg.-33’ East 327.0 feet to a 1-1/2 inch diameter steel pipe corner, said 1-1/2 inch diameter steel pipe being the point of the BEGINNING – an area of 1.07 acres, more or less.

Exception Tract 4
That certain tract now or formerly owned by M. L. Tipton and wife, Helen A. Tipton, over which First Party was granted an easement by Grant of Easement dated December 14, 1955, of record in Warranty Book 72, Page 446, in the Monroe County Register of Deeds Office, and described as follows:
BEGINNING at a point in Monroe County, Tennessee, S 00°01’ E a distance of 491.74 feet from a concrete monument located in Blount County, Tennessee, said monument being south of U.S. Highway 129, 30 feet more or less north of the north bank of the Little Tennessee River and 2,750 feet more or less west of the Chilhowee Dam;
thence with a bearing of S 00°01’ E a distance of 151.40 feet to a point;
thence with a bearing of N 82°13’31" W a distance of 52.66 feet to a point;
thence with a bearing of N 79°21’45" W a distance of 402.37 feet to a point;
thence with a bearing of N 10°38’15" E a distance of 150.0 feet to a point;
thence with a bearing of S 79°21’45" E a distance of 398.63 feet to a point;
thence with a bearing of S 82°13’31" E a distance of 28.39 feet to a point, said point being the point of the BEGINNING – an area of 1.50 acres, more or less.

Exhibit A, Page 11

Book WD357  Page 409
The Tennessee Project Property (including the Non-Project Transmission Line Corridors) herein conveyed BEING all or part of the same property conveyed to First Party or its predecessor in title by the following Grantors, on the date set forth and in the Book and Page number identified.

**Blount County**

<table>
<thead>
<tr>
<th>Original Grantor</th>
<th>Date of Instrument</th>
<th>Recording Volume - Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chas. H. Smith, Trustee et ux</td>
<td>1-10-1912</td>
<td>73 – 14</td>
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<tr>
<td>Charles H. Treat, Trustee</td>
<td>10-1-1907</td>
<td>63 – 408</td>
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<td>George H. Sullivan</td>
<td>10-1-1907</td>
<td>63 – 453</td>
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<tr>
<td>Margaret Morrison Austin et vir</td>
<td>8-23-1912</td>
<td>78 – 317</td>
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<tr>
<td>Richard W. Austin et ux</td>
<td>8-23-1912</td>
<td>78 – 315</td>
</tr>
<tr>
<td>H. B. Lindsey, Trustee et ux</td>
<td>7-1-1914</td>
<td>76 – 86</td>
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<tr>
<td>Edward T. Sanford et al Trustees</td>
<td>5-18-1918</td>
<td>82 – 406</td>
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<td>N. W. Lakey et ux</td>
<td>3-14-1917</td>
<td>80 – 347</td>
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<td>W. T. Lowe et ux</td>
<td>3-10-1917</td>
<td>80 – 344</td>
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<td>Tennessee and Carolina Southern Railway Company</td>
<td>6-23-1921</td>
<td>90 – 241</td>
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<td>John C. Crawford, Trustee et ux</td>
<td>2-8-1929</td>
<td>104 – 51</td>
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<td>Samuel N. McMurray, Widower</td>
<td>12-17-1934</td>
<td>114 – 198</td>
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<td>Noah Tipton et ux et al</td>
<td>8-23-1929</td>
<td>104 – 296</td>
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<td>Frank L. West, Clerk and Master</td>
<td>7-22-1929</td>
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<td>Tallassee Land Company</td>
<td>8-31-1929</td>
<td>106 – 47</td>
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<td>Porter Warner et al</td>
<td>8-12-1930</td>
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<td>N. W. Lakey et ux</td>
<td>8-9-1930</td>
<td>106 – 363</td>
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<td>R. Dot Wynn, Clerk and Master</td>
<td>3-19-1934</td>
<td>111 – 515</td>
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<tr>
<td>W. E. Hamilton et ux et al</td>
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<td>114 – 135</td>
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<td>J. C. Gamble, Trustee</td>
<td>10-25-1939</td>
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<tr>
<td>R. Dot Wynn, Clerk and Master</td>
<td>12-15-1939</td>
<td>124 – 163</td>
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<td>Aluminum Company of America</td>
<td>3-1-1945</td>
<td>142 – 222</td>
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<td>County Board of School Supervisors for Blount County, Tennessee</td>
<td>9-13-1971</td>
<td>350 – 269</td>
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<td>1-14-2005</td>
<td>2042 – 640</td>
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In addition to the above-referenced Blount County, Tennessee title sources, title to portions of the above described Tennessee Project Property (including the Tennessee Non-Project Transmission Line Corridors) located in Blount County, Tennessee was derived through

*Exhibit A, Page 12*
reservations in favor of Knoxville Power Company as set forth as "Exceptions" in that certain deed from Knoxville Power Company to Aluminum Company of America dated November 30, 1929, of record in Deed Book 104, Page 469 in the Register's Office for Blount County, Tennessee. Said Knoxville Power Company changed its corporate name to Tapoco, Inc. by amendment to its charter dated October 7, 1954 and by instrument filed with the Secretary of State's Office of the State of Tennessee dated October 8, 1954. Tapoco, Inc. subsequently changed its name to Alcoa Power Generating Inc. (First Party herein) by instrument dated December 14, 1999. Upon oath, First Party states that Knoxville Power Company and Tapoco, Inc. are one and the same corporate entity as Alcoa Power Generating Inc.

**Monroe County**

<table>
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<tr>
<th>Original Grantor</th>
<th>Date of Instrument</th>
<th>Recording Volume - Page</th>
</tr>
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<tr>
<td>H. B. Lindsay, Trustee, et ux</td>
<td>6-8-1912</td>
<td>17 – 283</td>
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<td>George H. Sullivan</td>
<td>10-1-1907</td>
<td>12 – 305</td>
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<td>Maryville Lumber Company</td>
<td>8-1-1913</td>
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<td>12-31-1914</td>
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<td>4-12-1916</td>
<td>20 – 513</td>
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<td>H. B. Lindsey, Trustee, et ux</td>
<td>7-1-1914</td>
<td>19 – 243</td>
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<tr>
<td>Babcock Lumber and Land Company</td>
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<td>30 – 474</td>
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<td>Tallassee Land and Lumber Company</td>
<td>3-17-1920</td>
<td>28 – 264</td>
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<td>Samuel N. McMurray, Widower</td>
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<td>John C. Crawford, Trustee et ux</td>
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<td>38 – 221</td>
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<td>Frank E. West, Clerk and Master</td>
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<td>D. A. Gardner, et ux</td>
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<tr>
<td>United States of America</td>
<td>2-26-1957</td>
<td>74 – 83</td>
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</table>

In addition to the above-referenced Monroe County, Tennessee title sources, title to portions of the above described Tennessee Project Property (including the Tennessee Non-Project Transmission Line Corridors) located in Monroe County, Tennessee was derived through reservations in favor of Knoxville Power Company as set forth as "Exceptions" in that certain deed from Knoxville Power Company to Aluminum Company of America, dated November 30, 1929, of record in Deed Book 29, Page 221 in the Register's Office for Monroe County, Tennessee. Said Knoxville Power Company changed its corporate name to Tapoco, Inc. by amendment to its charter dated October 7, 1954 and by instrument filed with the Secretary of State's Office of the State of Tennessee dated October 8, 1954. Tapoco, Inc. subsequently changed its name to Alcoa Power Generating Inc. (First Party herein) by instrument dated December 14, 1999. Upon oath, First Party states that Knoxville Power Company and Tapoco, Inc. are one and the same corporate entity as Alcoa Power Generating, Inc.
EXHIBIT B

MAP

Exhibit B
ATTACHMENT 3
ASSIGNMENT AND ASSUMPTION OF RIGHTS, PRIVILEGES, EASEMENTS, LICENSES AND OBLIGATIONS IN CONNECTION WITH REAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS, PRIVILEGES, EASEMENTS, LICENSES AND OBLIGATIONS IN CONNECTION WITH REAL PROPERTY ("Assignment"), made and entered into this 14th day of November 2012 by and between ALCOA POWER GENERATING INC. (formerly known as, and Successor-in-Interest to, Tapoco, Inc. and Knoxville Power Company), a corporation organized and existing under and by virtue of the laws of the State of Tennessee (hereinafter "Assignor") and BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and SMOKY MOUNTAIN TRANSMISSION LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (hereinafter collectively "Assignee").

WITNESSETH:

THAT WHEREAS, by Instruments executed over an extended period of time and of record in the Registers' Offices for Blount County, Tennessee and Monroe County, Tennessee, Assignor has been granted or has otherwise retained many rights, privileges, easements, licenses and obligations in connection with real property (collectively "Real Property Rights") it owns or previously owned in Blount and Monroe Counties, Tennessee; and

BOOK/PG: M230/73-91
12006817

STATE OF TENNESSEE, MONROE COUNTY
MILDRED ESTES
REGISTER OF DEEDS

11/19/2012 - 04:22:08 PM
VALUE: 0.00
MORTGAGE TAX: 0.00
TRANSFER TAX: 0.00
RECORDING FEE: 95.00
OP. FEE: 2.00
REGISTER'S FEE: 0.00
TOTAL AMOUNT: 97.00
WHEREAS, Assignor operates power generating facilities in the Little Tennessee River Valley as the Licensee of the Tapoco Hydroelectric Project under a License issued by the Federal Energy Regulatory Commission ("FERC") Project No. 2169 (the "Project"); and

WHEREAS, on January 25, 2005, a new license for the Project was issued to Assignor by FERC, effective March 1, 2005, as that License may be amended ("Project License"); and

WHEREAS, Assignor and Assignee, as well as other affiliates of Assignee, have entered into that certain Amended and Restated Acquisition Agreement dated as of June 29, 2012 (the "Acquisition Agreement") under which Assignee Brookfield Smoky Mountain Hydropower LLC will become the Licensee of the Project and Assignee will otherwise be Assignor's "Transferee" as more fully defined in those certain Instruments of record in Book 2073, Page 1172 and Book 2073, Page 1200 in the Register's Office for Blount County, Tennessee and in Book M165, Page 624 and Book M165, Page 672 in the Register's Office for Monroe County, Tennessee, in connection with the Project, Project License, and any other lawful requirements of FERC, and all power transmission lines, utility lines of any nature, communication lines, related equipment and all associated improvements owned or utilized by Assignor (collectively "Power Lines, Equipment and Improvements") specifically including, access to Power Lines, Equipment and Improvements, and other Tennessee Project and Non-Project property areas or otherwise, for Project, Power Generation, Power Transmission and other utility purposes; and

WHEREAS, by Order issued October 4, 2012 ("Order"), FERC approved the transfer of the Project License from Assignor to Assignee Brookfield Smoky Mountain Hydropower LLC upon certain contingencies and pursuant to such Order, said Assignee Brookfield Smoky Mountain Hydropower LLC agreed to accept all the terms and conditions of the Project License; and
WHEREAS, consistent with the Order and in accordance with Article 2, Section 2.01(a) and Article 9, Section 9.02(c) of the Acquisition Agreement, Assignor has agreed to transfer, convey and assign to Assignee all of Assignor’s right, title, and interest in and to its Real Property Rights as more specifically identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, consistent with the above Recitals, Assignor desires to transfer, assign, grant and convey to Assignee all of Assignor’s Real Property Rights; and

WHEREAS, Assignee desires to assume all of Assignor’s rights and obligations in and to said Real Property Rights as more fully described in the various instruments identified on Exhibit A attached hereto and made a part hereof and which Real Property Rights shall be subject to all the terms, conditions, encumbrances, rights and privileges either set forth or otherwise referenced herein, including all such terms, conditions, encumbrances, rights and privileges set forth in the instruments identified on Exhibit A and all of the applicable terms and conditions of the Project License and the lawful requirements of FERC thereunder; and

WHEREAS, the parties desire to execute this Assignment as evidence of the transfer and conveyance herein described;

NOW, THEREFORE, for and in consideration of the covenants and premises herein contained and other good and valuable consideration, including the consideration, covenants, representations and agreements set forth in the Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree and intend to be legally bound as follows:

1. **Assignment.** Assignor hereby transfers, sets over, conveys, grants and assigns to Assignee all of Assignor’s right, title, interest and obligations in, to and under the Real Property Rights, which right, title, interest and obligations are more fully described and set forth in the instruments evidencing said Real Property Rights, to
which reference is hereby specifically made and which instruments are more
specifically set forth on Exhibit A.

2. Assumption. Assignee assumes and accepts all of Assignor's rights, interests and
obligations under the Real Property Rights arising from and after the date hereof.

3. Further Assurances. It is the intent of the parties that Assignor shall transfer and
convey and Assignor does hereby transfer and convey all of its right, title, interest
and obligations in, to and under said Real Property Rights, such that from and
after the date hereof, all of Assignor's right, title, interest and obligations, in, and
under to said Real Property Rights shall be vested in Assignee. Provided,
however, that the parties further agree to take such other and further steps and
execute such other and further documents as may be necessary upon the
reasonable request of the other party at any time in the future to more fully assure
the transfers and conveyances made in this Assignment in accordance with the
tenor hereof.

4. Captions. Section headings of this Assignment are inserted for convenience only
and shall not constitute a part of this Assignment in construing or interpreting any
provision hereof.

5. Binding on Parties. This Assignment shall be binding on and enure to the
benefit of the parties hereto, their successors and assigns.

6. Amendments. No amendment of any provision of this Assignment shall be valid
unless the same shall be in writing and signed by an authorized representative of
each party hereto.

7. Recitals. The Recitals set forth hereinabove are a part of the Assignment and are
incorporated herein by reference as fully as if copied herein verbatim.

8. Governing Law. It is the intention of the parties that the laws of the State of
Tennessee (without regard to rules or laws regarding conflict of laws) shall
govern the validity of this Assignment, construction of its terms and interpretation
of the rights and duties of the parties hereunder.

IN WITNESS WHEREOF, the parties acknowledge that they have read and fully under
the terms and provisions hereof and have executed this Assignment as of the day and year first
above written.

[Signature Pages to Follow]
IN WITNESS WHEREOF, the parties acknowledge that they have read and fully under the terms and provisions hereof and have executed this Assignment as of the day and year first above written.

ALCOA POWER GENERATING INC.

By: ____________________________

Name: MARC A. PEREIRA

Title: VICE PRESIDENT

STATE OF Pennsylvania

COUNTY OF Allegheny

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared MARC A. PEREIRA, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the VICE PRESIDENT of ALCOA POWER GENERATING INC., the within named bargainor, a corporation, and that he/she as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as VICE PRESIDENT.

Witness my hand and seal at office this 14th day of November, 2012.

__________________________
Melanie Armstrong
Notary Public

My Commission Expires: Nov 22, 2012

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Melanie A. Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov 22, 2012
Member, Pennsylvania Association of Notaries
COMMONWEALTH
STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Thomas Deedy, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the SVP, U.S. Operations of BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC, the within named bargainer, a limited liability company, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself/herself as SVP, U.S. Operations.

Witness my hand and seal at office this 13th day of November, 2012.

Notary Public

My Commission Expires: March 1, 2019
SMOKY MOUNTAIN TRANSMISSION LLC

By: [Signature]

Name: JASON SPEYER

Title: CHIEF FINANCIAL OFFICER

STATE OF TX  
COUNTY OF LUBBOCK

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared JASON SPEYER, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the CHIEF FINANCIAL OFFICER of SMOKY MOUNTAIN TRANSMISSION LLC, the within named bargainer, a limited liability company, and that he/she as such CHIEF FINANCIAL OFFICER being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself/herself as JASON SPEYER.

Witness my hand and seal at office this 13th day of NOVEMBER, 2012.

[Signature]
Notary Public

My Commission Expires: 11-21-2015

THE PREPARER OF THIS ASSIGNMENT MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE RIGHTS AND INTEREST HEREIN CONVEYED AND REPRESENTS THAT THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER HEREOF.
EXHIBIT A

Real Property Rights

Real Property Rights being transferred, conveyed and assigned by Assignor to Assignee pursuant to this Assignment include all the Real Property Rights reserved by Assignor or otherwise granted to or assumed by Assignor in Instruments of record in the Register's Offices for Blount and Monroe Counties, Tennessee including but not limited to those as more fully specifically described and set forth hereinbelow. Provided further, that to the extent such Real Property Rights are in, over and/or upon real property located within the boundary of the Project, such are subject to all the applicable terms and conditions of the Project License and all applicable lawful requirements of FERC thereunder.

Blount County, Tennessee


3. Instrument dated July 1, 1914 of record in Book 76, Page 86 in the Register's Office for Blount County, Tennessee.


27. Instrument dated February 15, 1917 of record in Book 80, Page 286 in the Register's Office for Blount County, Tennessee.


30. Instrument dated March 27, 1917 of record in Book 80, Page 370 in the Register's Office for Blount County, Tennessee.

31. Instrument dated July 1, 1913 of record in Book 74, Page 444 in the Register's Office for Blount County, Tennessee.


34. Instrument dated July 7, 1913 of record in Book 74, Page 443 in the Register's Office for Blount County, Tennessee.

35. Instrument dated October 22, 1913 of record in Book 75, Page 26 in the Register's Office for Blount County, Tennessee.


37. Instrument dated July 18, 1913 of record in Book 74, Page 448 in the Register's Office for Blount County, Tennessee.

38. Instrument dated July 23, 1913 of record in Book 74, Page 446 in the Register's Office for Blount County, Tennessee.

39. Instrument dated July 13, 1918 of record in Book 82, Page 452 in the Register's Office for Blount County, Tennessee.

Exhibit A, Page 3
40. Instrument dated July 19, 1913 of record in Book 74, Page 377 in the Register's Office for Blount County, Tennessee.

41. Instrument dated July 28, 1913 of record in Book 74, Page 385 in the Register's Office for Blount County, Tennessee.

42. Instrument dated April 5, 1917 of record in Book 80, Page 398 in the Register's Office for Blount County, Tennessee.

43. Instrument dated July 8, 1918 of record in Book 82, Page 445 in the Register's Office for Blount County, Tennessee.

44. Instrument dated February 1, 1917 of record in Book 80, Page 275 in the Register's Office for Blount County, Tennessee.


46. Instrument dated July 8, 1918 of record in Book 82, Page 443 in the Register's Office for Blount County, Tennessee.

47. Instrument dated April 23, 1917 of record in Book 80, Page 438 in the Register's Office for Blount County, Tennessee.


50. Instrument dated April 7, 1917 from Louisville & Nashville Railroad Company of record in Book __, Page ____ in the Register's Office for Blount County, Tennessee.

51. Instrument dated December 10, 1918 of record in Book 84, Page 71 in the Register's Office for Blount County, Tennessee.


58. Instrument dated March 1, 1945 of record in Book 142, Page 222 in the Register's Office for Blount County, Tennessee.


60. Instrument dated August 31, 1956 of record in Book 197, Page 277 in the Register's Office for Blount County, Tennessee.


64. Instrument dated November 27, 1957 of record in Book 210, Page 314 in the Register's Office for Blount County, Tennessee. See also Book 80, Page 147, Misc. Book 2, Page 432 and Book 96, Page 35 in the Register's Office for Blount County, Tennessee.


70. Instrument dated August 23, 1929 of record in Book 104, Page 296 in the Register's Office for Blount County, Tennessee.
73. Instrument dated July 14, 1930 of record in Book 106, Page 301 in the Register's Office for Blount County, Tennessee.
74. Instrument dated April 30, 1941 of record in Book 127, Page 280 in the Register's Office for Blount County, Tennessee.
77. Instrument dated March 19, 1934 of record in Book 111, Page 515 in the Register's Office for Blount County, Tennessee.
78. Instrument dated October 17, 1934 of record in Book 121, Page 60 in the Register's Office for Blount County, Tennessee.
79. Instrument dated July 17, 1940 of record in Book 127, Page 179 in the Register's Office for Blount County, Tennessee.
80. Instrument dated October 22, 1934 of record in Book 114, Page 135 in the Register's Office for Blount County, Tennessee.

Exhibit A, Page 6
82. Instrument dated October 25, 1939 of record in Book 124, Page 105 in the Register's Office for Blount County, Tennessee.


89. Instrument dated April 12, 1960 of record in Book 232, Page 266 in the Register's Office for Blount County, Tennessee.


95. Instrument dated August 28, 2008 of record in Book 2208, Page 1 in the Register's Office for Blount County, Tennessee.


Exhibit A, Page 7


104. Instrument dated September 25, 1961 of record in Book 244, Page 489 in the Register's Office for Blount County, Tennessee.


Exhibit A, Page 8


133. Instrument dated August 30, 2005 of record in Book 2073, Page 1248 in the Register's Office for Blount County, Tennessee.

134. Instrument dated August 30, 2005 of record in Book 2073, Page 1297 in the Register's Office for Blount County, Tennessee.


Exhibit A, Page 10


Monroe County

1. Instrument dated October 1, 1907 of record in Book 12, Page 305 in the Register's Office for Monroe County, Tennessee.

2. Instrument dated July 16, 1913 of record in Book 18, Page 162 in the Register's Office for Monroe County, Tennessee.


North Carolina Warranty Deed

from

AICOA Power Generating Inc (Grantor)

to

Brookfield Smokey Mountain Hydropower LLC (Grantee)

EXCISE TAX $124,850.00

THIS IS CERTIFIED TO BE A TRUE COPY OF RECORD ON FILE IN THE REGISTER OF DEEDS OFFICE, SWAIN COUNTY, NC

BY: Deidre Kirkland
DATE: 11-19-12
Excise Tax: $398,498.00 (Graham) & $124,850.00 (Swain)

Parcel Identifier No. Graham - 565500000001, 562500000001, 5652000200077, 565200000001
Swain - 563500164337

Verified by County on the __ day of ___ 20

Mail/Box to: 8TMPODrummer 2508, Winston-Salem, NC 27114-5008, ATTN: NEW

This instrument was prepared by: Wayne R. Kramer, Kramer Rayson LLP, P. O. Box 629, Knoxville, TN 37901-0629 under the supervision of Nexsen Pruet, PLLC, 701 Green Valley Road, Suite 100, Greensboro, NC 27408

THIS INDENTURE is made as of the 14th day of November, 2012, between ALCOA POWER GENERATING INC., (formerly known as, and Successor-in-Interest to, Tapoco, Inc., Tallassee Power Company, Carolina Aluminum Company, and Yadkin, Inc.), a corporation organized and existing under and by virtue of the laws of the State of Tennessee, with offices in the State of North Carolina, 293 NC 740 Highway, P. O. Box 576, Badin, NC 28009-0576 (hereinafter "Grantor") and BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, c/o Brookfield Renewable Power, Inc., 200 Donald Lynch Blvd., Suite 300, Marlborough, MA 01752 (hereinafter "Grantee").

** WITNESSETH **

THAT WHEREAS, Grantor is the owner in fee simple of certain real property located in Graham County, North Carolina and in Swain County, North Carolina, in the vicinity of the Santeetlah, Cheoah and Calderwood Reservoirs, Cheoah River and Yellow Creek, which property is more particularly described and shown on Exhibits A & B attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "North Carolina Project Property"), and does not include the primary residence of Grantor, which North Carolina Project Property description includes in certain instances Non-Project Transmission Line Corridors connected with that Transmission Line Corridor being transferred and conveyed to Grantee as part of (i) the North Carolina Transmission Facilities' Real Property described in and pursuant to Warranty Deed of
even date herewith and being recorded contemporaneously herewith in the Graham County, North Carolina Registry and (ii) the North Carolina Non-Project Property described in and pursuant to Special Warranty Deed of even date herewith being recorded contemporaneously herewith in both the Graham County, North Carolina Registry and the Swain County, North Carolina Registry; and

WHEREAS, Grantor operates power generating facilities in the Little Tennessee River Valley as the Licensee of the Tapoco Hydroelectric Project under a License issued by the Federal Energy Regulatory Commission ("FERC") Project No. 2169 (the "Project"); and

WHEREAS, on January 25, 2005, a new license for the Project was issued to Grantor by FERC, effective March 1, 2005, as that License may be amended ("Project License"); and

WHEREAS, the North Carolina Project Property being conveyed herein is within the FERC Project Boundary Line (i.e., all located within the "Project Boundary"); and

WHEREAS, Grantor and Grantee, as well as certain affiliates of Grantee, have entered into that certain Amended and Restated Acquisition Agreement dated as of June 29, 2012 (the "Acquisition Agreement") under which Grantee will become the Licensee of the Project and otherwise be Grantor's "Transferee" as more fully defined in that certain Instrument of record in Book 258, Page 653 in the Register's Office for Graham County, North Carolina and in Book 312, Page 956 in the Register's Office for Swain County, North Carolina, in connection with the Project, Project License, and any other lawful requirements of FERC, and all power transmission lines, utility lines of any nature, communication lines, related equipment and all associated improvements owned or utilized by Grantor (collectively "Power Lines, Equipment and Improvements") specifically including, access to Power Lines, Equipment and Improvements, and other North Carolina Project and Non-Project property areas or otherwise, for Project, Power Generation, Power Transmission and other utility purposes; and

WHEREAS, by Order issued October 4, 2012 ("Order"), FERC approved the transfer of the Project License from Grantor to Grantee upon certain contingencies and pursuant to such Order, Grantee agreed to accept all the terms and conditions of the Project License; and

WHEREAS, consistent with the Order and in accordance with Article 2, Section 2.01(a) and Article 9, Section 9.02(b) of the Acquisition Agreement, Grantor has agreed to sell, transfer, convey and assign to Grantee all of Grantor's right, title, and interest in and to the North Carolina Project Property (and certain Non-Project Transmission Line Corridors) described and shown on Exhibits A & B attached hereto and made a part hereof; and

2
WHEREAS, Grantor desires to execute this Deed in accordance with the Acquisition Agreement and to transfer title to the North Carolina Project Property (and certain Non-Project Transmission Line Corridors) to Grantee upon the terms and conditions set forth herein; and

WHEREAS, Grantee desires to accept this Deed and acknowledges that from and after the execution and recording of this Deed, Grantee shall be the owner of the North Carolina Project Property (and certain Non-Project Transmission Line Corridors) subject to all the terms, conditions, encumbrances, rights and privileges either set forth or otherwise referenced herein; including, but not limited to, all of the terms and conditions of the Project License and the lawful requirements of FERC thereunder and all other liens and encumbrances referenced herein below;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, including the terms and conditions and other rights and obligations set forth in this Deed, to which this conveyance is specifically subject and which terms and conditions and other rights and obligations are fundamental consideration to this transaction, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey to Grantee the North Carolina Project Property (and certain Non-Project Transmission Line Corridors) located in Graham and Swain Counties, North Carolina, as more particularly described and shown on Exhibits A & B, subject to the exceptions, reservations, limitations, covenants and conditions hereinabove and hereinafter set forth, with the hereditaments and appurtenances thereto appertaining, hereby releasing, if applicable, all claims of homestead and dower therein.

TO HAVE AND TO HOLD, the North Carolina Project Property (and certain Non-Project Transmission Line Corridors) and all privileges and appurtenances thereto conveyed to Grantee, its successors and assigns, forever, subject to the exceptions, reservations, limitations, covenants and conditions hereinabove and hereinafter set forth, which exceptions, reservations, limitations, covenants and conditions are understood and acknowledged by the parties, which understanding and acknowledgement are evidenced by Grantor's execution and Grantee's acceptance and recording of this Deed:

1. Grantee acknowledges, recognizes and agrees that the North Carolina Project Property herein conveyed is within the Project Boundary and is therefore subject to the terms and conditions of the Project License and to any other lawful requirements of FERC thereunder.
2. Grantee agrees that the rights and privileges herein granted in the North Carolina Project Property will not be used in any way that would endanger health, create a nuisance, or otherwise be incompatible with the overall recreational uses associated with the Project.

3. Grantee agrees that it shall take all reasonable precautions to insure that the construction, operation, and maintenance of structures and facilities on the North Carolina Project Property will occur, and Grantee shall otherwise use the North Carolina Project Property in such a manner that will protect the scenic, recreational and environmental values of the Project.

The hereinabove described terms and provisions, including the Recitals, which Recitals are incorporated herein by reference, shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; it being the intent of the parties that said terms and provisions, so long as they remain in full force and effect, shall run with the land.

And said Grantor, for itself and its successors and assigns, does hereby covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of the North Carolina Project Property and said Non-Project Transmission Line Corridors herein conveyed and has full power, authority and right to convey the same in fee simple and that said North Carolina Project Property and said Non-Project Transmission Line Corridors are free from all encumbrances except (i) real property taxes for the current year, which shall be pro-rated between Grantor and Grantee as of the date of closing with Grantor being responsible for such taxes to the date of closing and Grantee being responsible for and assuming such taxes from and after the date of closing, (ii) the hereinabove described terms, covenants, limitations and conditions, and (iii) such other liens, encumbrances and exceptions as are of record in the Graham and Swain Counties, North Carolina Registries including specifically, but not limited to, the applicable terms and encumbrances set forth in that certain North Carolina Riparian Lands Conservation Easement and Declaration of Restrictive Covenants of record in Book 258, Page 653, in the Graham County, North Carolina Registry and in Book 312, Page 956 in the Swain County, North Carolina Registry, as amended by instrument of record in Book 266, Page 583 in the Graham County, North Carolina Registry and in Book 324, Page 893 in the Swain County, North Carolina Registry; and that it will forever warrant and defend the title to said North Carolina Project Property and Non-Project Transmission Line Corridors against the lawful claims of all persons whomsoever.

WHEREVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer the day and year first above written.

ALCOA POWER GENERATING INC.

By: [Signature]

Print Name: Marc A. Pereira

Title: Vice President

STATE OF Pennsylvania

COUNTY OF Allegheny

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that Marc A. Pereira, personally appeared before me and being duly sworn says that he or she is a duly authorized agent of said above named corporation Alcoa Power Generating Inc. and as such has the authority to act in and for said corporation. I, (i) have personal knowledge of the identity of the above named authorized agent, or (ii) a credible witness has sworn to before me the identity of the authorized agent, and that he or she signed the foregoing or annexed instrument on behalf of said corporation in the capacity so herein stated and acknowledge the said writing to be the act and deed of said corporation herein stated.

Witness my hand and official stamp or seal, this the 14th day of November, in the year 2012.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Melanie A. Smith, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires Nov. 22, 2012

Member, Pennsylvania Association of Notaries

Notary Printed or Typed Name

My Commission Expires: Nov 22, 2012

THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS NOR WARRANTIES AS TO THE STATUS OF THE TITLE TO THE PROPERTY CONVEYED HEREIN OR CONCERNING THE ACCURACY OF THE FOREGOING PROPERTY DESCRIPTION AND REPRESENTS THAT THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER HEREOF.
EXHIBIT A

DESCRIPTION OF NORTH CAROLINA PROJECT PROPERTY WHICH DESCRIPTION INCLUDES CERTAIN NON-PROJECT TRANSMISSION LINE CORRIDORS

All bearings in the following legal description are referred to a True Meridian, and all distances are measured horizontally.

As noted in the July 1, 1955 deed from Carolina Aluminum Company to Tapoco, Inc. (Graham County Deed Registry Book 56, Page 436 and Swain County Deed Registry Book 78, Page 12), "... all elevations, unless otherwise indicated, are in feet above Carolina Aluminum Company datum ... ". Within this conveyance instrument, Carolina Aluminum Company datum has been converted to USGS (NGVD29) datum. This conversion does not physically change any reservoir full pond elevations or boundaries on the ground. Therefore, all elevations in the following legal description are in feet above mean sea level, USGS datum (NGVD29).

Legal Description - NC

The North Carolina Project Property is situated in Graham County, North Carolina and Swain County, North Carolina and is more specifically described as follows:

BEGINNING at a point on the North Carolina and Tennessee State Line, said State Line also being the common boundary line between Blount County, Tennessee and Swain County, North Carolina, on the contour of elevation of 1,180.0’ and located 425 feet more or less generally northeasterly from the north bank of the Little Tennessee River;

thence generally southeasterly along the contour of elevation 1,180.0’ a distance of 6,370 feet more or less to a point;

thence with a bearing of N 62°59’ E a distance of 471.90 feet crossing Grantor’s high voltage electricity transmission line corridor to a point located on the north side of U.S. Highway 129 and on the contour of elevation 1,362.8’;

thence generally northeasterly along the contour of elevation 1,362.8’ a distance of 14,070 feet more or less crossing to the south side of U.S. Highway 129 to a point where the contour of elevation 1,362.8’ intersects the center of NC Highway 28;

thence generally easterly with the center of NC Highway 28 transitioning to the northern and eastern side of said highway a distance of 8,185 feet more or less to a point north and east of said highway;

thence generally easterly with the northern and eastern side of NC Highway 28 9,910 feet more or less around Twenty Mile Creek, crossing the centerline of said creek, to a point on the east side of said highway;
thence with a bearing of S 06°27’ E a distance of 50 feet to a point south of N.C. Highway 28 on the contour of elevation 1,276.8’;
thence generally easterly along the contour of elevation 1,276.8’ a distance of 20,375 feet more or less crossing under the N.C. Highway 28 bridge to a northwest point on the contour of elevation 1,276.8’;
thence generally southeasterly along the contour of elevation 1,276.8’ a distance of 485 feet more or less across the Little Tennessee River, leaving Swain County, North Carolina and entering Graham County, North Carolina to a southwest point on the contour of elevation 1,276.8’ and representing the eastern and upstream boundary of Federal Energy Regulatory Commission Project P-2169 on the Little Tennessee River in North Carolina;
thence generally northwesterly along the contour of elevation 1,276.8’ a distance of 6,950 feet more or less crossing under the N.C. Highway 28 bridge to a point on the contour of elevation 1,276.8’;
thence with a bearing of S 18°37’ E a distance of 90.98 feet to a point on the contour of elevation 1,362.8’;
thence generally westerly along the contour of elevation 1,362.8’ a distance of 12,145 feet more or less to a point 650 feet more or less east of Santeetlah Powerhouse, said point being on the contour of elevation 1,362.8’;
thence with the next seven calls along the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse,

S 18°00’ W a distance of 869.95 feet to a point;
thence with a bearing of S 17°15’ E a distance of 979.86 feet to a point;
thence with a bearing of S 08°08’ W a distance of 734.64 feet to a point;
thence with a bearing of S 08°08’ W a distance of 6,260.8 feet crossing Rhymers Ferry Road to a point;
thence with a bearing of S 09°46’ W a distance of 5,662.0 feet crossing Tuskegee Road and Yellow Creek to a point;
thence with a bearing of S 13°24’ W a distance of 3,773.9 feet to a point;
thence with a bearing of S 04°37’ E a distance of 127.8 feet to a point north of Tuskegee Road and U.S. Highway 129 on the contour of elevation 1,722.5’;
thence generally northeasterly, then generally southerly along the contour of elevation 1,722.5’ a distance of 2,780 feet more or less to a point on the contour of elevation 1,722.5’;
thence with a bearing of S 58°19’ W a distance of 140.5 feet to a point west of U.S. Highway 129 on the east bank of the Cheoah River;
thence generally southerly with the east bank of the Cheoah River, a distance of 2,005 feet more or less to a point on the east bank of the Cheoah River;
thence with a bearing of S 87°52’ E a distance of 196 feet to a point east of U.S. Highway 129 on the contour of elevation 1,762.5’;

Exhibit A, Page 2
thence generally southerly along the contour of elevation 1762.5' a distance of 3,160 feet more or less crossing to the west of U.S. Highway 129 to a point on the contour of elevation 1,762.5';
thence with a bearing of N 86°47' W a distance of 190 feet to a point west of Santeetlah Dam Road on the east bank of the Cheoah River;
thence generally southerly with the east bank of the Cheoah River, a distance of 1,240 feet more or less to a point on the east bank of the Cheoah River;
thence with a bearing of S 06°39' E a distance of 121 feet to a point;
thence with a bearing of S 00°29' E a distance of 168 feet to a point on the contour of elevation 1,762.5';
thence generally southwesterly along the contour of elevation 1,762.5' a distance of 440 feet more or less to a point on the contour of elevation 1,762.5';
thence with a bearing of N 54°39' W a distance of 190 feet to a point;
thence with a bearing of S 26°32' W a distance of 100 feet to a point on the contour of elevation 1,762.5';
thence generally northwesterly along the contour of elevation 1,762.5' a distance of 2,990 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,762.5';
thence with a bearing of S 04°52' E a distance of 1,891 feet along the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam to the Santeetlah Powerhouse and the western boundary of the Nantahala Power & Light high voltage electricity transmission line corridor, crossing Santeetlah Dam Road three times to a point, 600 feet more or less east of Santeetlah Dam;
thence with a bearing of S 40°44' E a distance of 1,257 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point south of Santeetlah Dam Road and Thunderbird Mountain Road and on the contour of elevation 1,948.9';
thence generally southeasterly along the contour of elevation 1,948.9' a distance of 1,105 feet more or less running under the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1948.9';
thence with a bearing of N 40°44' W a distance of 23 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9';
thence generally southerly along the contour of elevation 1,940.9' a distance of 17,810 feet more or less to a point on the contour of elevation 1,940.9';
thence with a bearing of S 79°06'39" W a distance of 10.36 feet to a point;
thence with a bearing of S 72°41'22" W a distance of 9.48 feet to a point;
thence with a bearing of S 81°50'54" W a distance of 6.28 feet to a point;
thence with a bearing of N 87°15'37" W a distance of 8.77 feet to a point; 
thence with a bearing of N 71°56'22" W a distance of 9.47 feet to a point; 
thence with a bearing of N 54°24'35" W a distance of 8.05 feet to a point; 
thence with a bearing of N 69°17'46" W a distance of 4.26 feet to a point; 
thence with a bearing of S 77°45'35" W a distance of 5.79 feet to a point; 
thence with a bearing of S 70°32'31" W a distance of 3.52 feet to a point; 
thence with a bearing of N 82°23'27" W a distance of 10.17 feet to a point; 
thence with a bearing of N 70°07'40" W a distance of 12.36 feet to a point; 
thence with a bearing of N 82°45'00" W a distance of 6.81 feet to a point; 
thence with a bearing of S 76°44'29" W a distance of 9.50 feet to a point; 
thence with a bearing of S 68°43'07" W a distance of 6.91 feet to a point; 
thence with a bearing of S 64°57'17" W a distance of 14.03 feet to a point; 
thence with a bearing of S 68°16'18" W a distance of 16.18 feet to a point; 
thence with a bearing of S 59°32'03" W a distance of 7.40 feet to a point; 
thence with a bearing of S 46°23'37" W a distance of 15.30 feet to a point; 
thence with a bearing of S 49°01'54" W a distance of 9.73 feet to a point; 
thence with a bearing of S 43°48'44" W a distance of 9.95 feet to a point; 
thence with a bearing of S 38°59'25" W a distance of 6.90 feet to a point; 
thence with a bearing of S 37°55'49" W a distance of 16.89 feet to a point; 
thence with a bearing of S 32°11'40" W a distance of 8.99 feet to a point; 
thence with a bearing of S 18°42'26" W a distance of 4.87 feet to a point; 
thence with a bearing of S 11°40'27" E a distance of 3.39 feet to a point; 
thence with a bearing of S 29°14'52" E a distance of 4.88 feet to a point; 
thence with a bearing of S 11°16'38" E a distance of 6.19 feet to a point; 
thence with a bearing of S 21°28'55" E a distance of 4.13 feet to a point; 
thence with a bearing of S 34°45'21" E a distance of 10.21 feet to a point; 
thence with a bearing of S 47°20'19" E a distance of 6.17 feet to a point; 
thence with a bearing of S 68°23'00" E a distance of 4.86 feet to a point; 
thence with a bearing of S 71°07'17" E a distance of 5.39 feet to a point; 
thence with a bearing of S 46°59'23" E a distance of 6.68 feet to a point; 
thence with a bearing of S 25°42'22" E a distance of 9.48 feet to a point; 
thence with a bearing of S 18°59'07" E a distance of 5.14 feet to a point;
thence with a bearing of S 24°44'18" E a distance of 3.20 feet to a point;
thence with a bearing of S 52°38'48" E a distance of 4.23 feet to a point;
thence with a bearing of S 70°17'00" E a distance of 6.60 feet to a point;
thence with a bearing of S 77°17'19" E a distance of 9.33 feet to a point;
thence with a bearing of S 84°00'21" E a distance of 5.14 feet to a point;
thence with a bearing of S 74°41'46" E a distance of 16.53 feet to a point;
thence with a bearing of S 82°06'51" E a distance of 5.25 feet to a point;
thence with a bearing of N 84°17'52" E a distance of 13.92 feet to a point;
thence with a bearing of N 77°07'28" E a distance of 5.26 feet to a point;
thence with a bearing of N 66°28'46" E a distance of 5.47 feet to a point;
thence with a bearing of N 61°12'42" E a distance of 10.20 feet to a point;
thence with a bearing of N 78°26'21" E a distance of 11.65 feet to a point;
thence with a bearing of N 76°45'08" E a distance of 10.01 feet to a point;
thence with a bearing of N 79°36'15" E a distance of 11.32 feet to a point;
thence with a bearing of S 87°15'26" E a distance of 5.66 feet to a point;
thence with a bearing of N 85°52'39" E a distance of 8.10 feet to a point;
thence with a bearing of S 80°18'22" E a distance of 24.54 feet to a point;
thence with a bearing of N 83°50'11" E a distance of 2.27 feet to a point;
thence with a bearing of N 74°21'39" E a distance of 33.71 feet to a point;
thence with a bearing of N 67°57'59" E a distance of 19.74 feet to a point;
thence with a bearing of N 80°47'14" E a distance of 5.31 feet to a point;
thence with a bearing of S 72°30'01" E a distance of 7.08 feet to a point;
thence with a bearing of N 39°08'12" E a distance of 5.89 feet to a point;
thence with a bearing of N 76°52'32" E a distance of 10.15 feet to a point;
thence with a bearing of N 69°01'15" E a distance of 5.54 feet to a point;
thence with a bearing of N 83°56'16" E a distance of 25.59 feet to a point;
thence with a bearing of S 74°30'58" E a distance of 4.82 feet to a point;
thence with a bearing of S 71°07'53" E a distance of 7.68 feet to a point;
thence with a bearing of S 55°01'08" E a distance of 8.15 feet to a point;
thence with a bearing of S 50°37'42" E a distance of 12.41 feet to a point on the contour of elevation 1,940.9';
thence generally northeasterly along the contour of elevation 1,940.9' a distance of 4,315 feet more or less along the contour of elevation 1,940.9';
thence with a bearing of S 70°19'32" E a distance of 4.67 feet to a point; thence with a bearing of N 74°03'16" E a distance of 2.77 feet to a point; thence with a bearing of N 22°49'05" E a distance of 17.87 feet to a point; thence with a bearing of N 50°03'50" E a distance of 30.62 feet to a point; thence with a bearing of N 49°19'04" E a distance of 14.11 feet to a point; thence with a bearing of S 66°32'40" E a distance of 2.07 feet to a point; thence with a bearing of N 86°26'04" E a distance of 19.45 feet to a point; thence with a bearing of N 85°49'01" E a distance of 16.47 feet to a point; thence with a bearing of N 83°33'36" E a distance of 4.24 feet to a point; thence with a bearing of N 79°17'43" E a distance of 16.55 feet to a point; thence with a bearing of N 76°41'12" E a distance of 18.55 feet to a point; thence with a bearing of N 66°33'00" E a distance of 5.97 feet to a point; thence with a bearing of N 62°09'04" E a distance of 15.99 feet to a point; thence with a bearing of N 55°25'59" E a distance of 17.06 feet to a point; thence with a bearing of N 49°22'15" E a distance of 3.71 feet to a point; thence with a bearing of N 39°57'10" E a distance of 5.65 feet to a point; thence with a bearing of N 35°35'55" E a distance of 12.53 feet to a point; thence with a bearing of N 34°38'51" E a distance of 22.10 feet to a point; thence with a bearing of N 32°15'56" E a distance of 17.06 feet to a point; thence with a bearing of N 25°09'02" E a distance of 6.96 feet to a point; thence with a bearing of N 22°29'02" E a distance of 14.51 feet to a point; thence with a bearing of N 23°37'22" E a distance of 17.16 feet to a point; thence with a bearing of N 06°33'42" E a distance of 20.36 feet to a point; thence with a bearing of N 06°09'20" E a distance of 16.61 feet to a point; thence with a bearing of N 04°41'46" E a distance of 21.08 feet to a point; thence with a bearing of N 12°02'12" E a distance of 12.10 feet to a point; thence with a bearing of N 16°48'22" E a distance of 8.94 feet to a point; thence with a bearing of N 73°11'38" W a distance of 6.46 feet to a point on the contour of elevation 1940.9'; thence generally northeasterly along the contour of elevation 1940.9' a distance of 2,175 feet more or less to a point on the contour of elevation 1940.9';
thence with the next eight calls around East Buffalo Creek,
N 48° 10' W a distance of 43.9 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9';
thence generally northeasterly along the contour of elevation 1,948.9' a distance of 580 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9';
thence with a bearing of S 48° 10' E a distance of 78.3 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9';
thence generally southwesterly along the contour of elevation 1,940.9' a distance of 330 feet more or less to a point on the contour of elevation 1,940.9';
thence with a bearing of S 48° 10' E a distance of 143.9 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9';
thence generally easterly, then generally westerly along the contour of elevation 1,940.9' a distance of 36,535 feet more or less crossing under the U.S. Highway 129 and Old U.S. Highway 129 bridges twice each and crossing the centerline of East Buffalo Creek to a point on the contour of elevation 1,940.9';
thence with a bearing of S 48° 10' E a distance of 8.7 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9';
thence generally southeasterly along the contour of elevation 1,948.9' a distance of 3,265 feet more or less crossing and running under the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9';
thence with a bearing of S 48° 10' E a distance of 39.7 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9';
thence generally southeasterly along the contour of elevation 1940.9' a distance of 490 feet more or less to a point on the contour of elevation 1,940.9';
thence with a bearing of S 48° 10' E a distance of 90.7 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9';
thence generally southeasterly along the contour of elevation 1940.9' a distance of 2,395 feet more or less to a point on the contour of elevation 1,940.9';
thence with a bearing of S 48°10’ E a distance of 122.2 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1948.9’;
thence generally westerly along the contour of elevation 1,948.9’ a distance of 745 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence with a bearing of N 48°10’ W a distance of 127.0 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9’;
thence generally westerly, then southeasterly, then easterly along the contour of elevation 1,940.9’ beginning around Ground Squirrel Branch, a distance of 21,145 feet more or less to a point on the contour of elevation 1,940.9’;
thence with a bearing of N 48°10’ W a distance of 20.7 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point;
thence with the next seven calls crossing the Nantahala Power & Light high voltage electricity transmission line corridor,

N 25°04’ E a distance of 31.6 feet to a point;
thence with a bearing of N 24°31’ E a distance of 24.2 feet to a point;
thence with a bearing of N 12°29’ E a distance of 21.2 feet to a point;
thence with a bearing of N 09°43’ W a distance of 18.7 feet to a point;
thence with a bearing of S 84°55’ E a distance of 70.7 feet to a point;
thence with a bearing of N 26°57’ W a distance of 265 feet to a point;
thence with a bearing of N 25°26’ E a distance of 203 feet to a point;
thence with a bearing of S 83°50’ E a distance of 138.0 feet to a point;
thence with a bearing of S 48°10’ E a distance of 95 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9’;
thence generally southeasterly along the contour of elevation 1,940.9’ a distance of 605 feet more or less to a point on the contour of elevation 1,940.9’;
thence with a bearing of S 48°10’ E a distance of 52 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1940.9’;
thence generally northeasterly along the contour of elevation 1940.9’ a distance of 3,795 feet more or less, crossing the centerline of Ground Squirrel Branch, then generally southwesterly continuing around said branch to a point on the contour of elevation 1,940.9’;

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thence with a bearing of S 48°10' E a distance of 32.2 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence generally southwesterly along the contour of elevation 1,948.9’ a distance of 570 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence with a bearing of N 48°10' W a distance of 62.5 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9’;
thence generally westerly along the contour of elevation 1,940.9’ a distance of 22,885 feet more or less, continuing around Ground Squirrel Branch, then generally easterly north of the Cheoah River to a point on the contour of elevation 1,940.9’;
thence with a bearing of N 48°10' W a distance of 15.6 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence generally northeasterly along the contour of elevation 1,948.9’ a distance of 615 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence with a bearing of S 48°10' E a distance of 78.3 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1940.9’;
thence generally southeasterly along the contour of elevation 1,940.9’ a distance of 75 feet more or less to a point on the contour of elevation 1,940.9’;
thence with a bearing of S 48°10' E a distance of 281 feet along the northeastern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence generally southwesterly along the contour of elevation 1,948.9’ a distance of 800 feet more or less crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence with a bearing of N 48°10' W a distance of 60 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9’;
thence generally southerly, then generally northwesterly along the contour of elevation 1940.9’ a distance of 10,090 feet more or less on the north and east sides of the Cheoah River to a point on the contour of elevation 1,940.9’;
thence with a bearing of N 48°10' W a distance of 22.8 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence generally northeasterly, then generally southeasterly along the contour of elevation 1,948.9’ a distance of 15,325 feet more or less on the north and east sides of the Cheoah River, crossing under the U.S. 129 Highway bridge once and the Old U.S. Highway 129 bridge twice, then around Mountain Creek, crossing the centerline of said creek, to a point on the contour of elevation 1948.9’;
thence with a bearing of S 10°52’ E a distance of 413 feet to a point;
thence with a bearing of S 21°40’ W a distance of 152 feet to a point;
thence with a bearing of S 08°02’ E a distance of 79 feet to a point;
thence with a bearing of S 23°09’ W a distance of 270 feet to a point;
thence with a bearing of S 80°32’ W a distance of 213 feet to a point;
thence with a bearing of S 53°08’ W a distance of 405 feet partially crossing the Nantahala Power & Light high voltage electricity transmission lines to a point;
thence with a bearing of S 61°18’ W a distance of 297 feet completely crossing the Nantahala Power & Light high voltage electricity transmission lines to a point;
thence with a bearing of N 88°08’ W a distance of 520 feet to a point;
thence with a bearing of N 71°09’ W a distance of 87 feet to a point;
thence with a bearing of N 39°07’ W a distance of 311 feet to a point;
thence with a bearing of N 71°07’ W a distance of 244 feet to a point;
thence with a bearing of S 53°14’ W a distance of 212 feet crossing the Nantahala Power & Light high voltage electricity transmission lines to a point;
thence with a bearing of S 12°14’ W a distance of 308 feet to a point;
thence generally westerly a distance of 24 feet more or less to a point in the center of the Cheoah River, representing the southern and upstream boundary of Federal Energy Regulatory Commission Project P-2169 on the Cheoah River in North Carolina;
thence generally northeasterly, downstream a distance of 920 feet more or less along the thread of the Cheoah River, crossing the Nantahala Power & Light high voltage electricity transmission lines;
thence generally northerly a distance of 64 feet more or less to a point on the contour of elevation 1,948.9’;
thence generally easterly, then generally northeasterly, then generally northwesterly along the contour of elevation 1,948.9’ a distance of 4,875 feet more or less on the west side of the Cheoah River, crossing the Nantahala Power & Light high voltage electricity transmission lines to a point on the contour of elevation 1,948.9’;
thence with a bearing of N 45°00’ E a distance of 25 feet to a point on the contour of elevation 1,943.9’;
thence generally northerly, then generally easterly, then generally southerly along the contour of elevation 1,943.9’ a distance of 4,465 feet more or less on the south side of the Cheoah River, crossing under the U.S. Highway 129 bridge to a point on the contour of elevation 1,943.9’;
thence with a bearing of S 44°14’ W a distance of 83.5 feet to a point on the contour of elevation 1,948.9’;
thence generally southwesterly along the contour of elevation 1,948.9’ a distance of 1,315 feet more or less east of the Cheoah River crossing the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,948.9’;
thence with a bearing of N 48°10’ W a distance of 10.7 feet along the southwestern boundary of the Nantahala Power & Light high voltage electricity transmission line corridor to a point on the contour of elevation 1,940.9’;
thence along the contour of elevation 1,940.9’ a distance of 245,860 feet more or less with the south side of the Cheoah River, around Snowbird Creek, West Buffalo Creek, and Santeetlah Creek, crossing the centerline of each said creek to a point on the contour of elevation 1,940.9’;
thence with a bearing of N 22°58’ E a distance of 615.80 feet to a point;
thence with a bearing of N 43°04’ E a distance of 1,275.60 feet to a point on the contour of elevation 1,782.5’, 1,000 feet northwest of Santeetlah Dam;
thence generally northerly along the contour of elevation 1,782.5’ a distance of 2,330 feet more or less to a point on the contour of elevation 1,782.5’;
thence with the next two calls along the western boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse,

N 12°31’ E a distance of 1,930.4 feet to a point;
thence with a bearing of N 23°08’ E a distance of 1,092 feet to a point;
thence with a bearing of S 88°43’ E a distance of 70 feet to a point on the western boundary of the Nantahala Power & Light high voltage electricity transmission line corridor;
thence with a bearing of N 20°49’ E a distance of 129 feet to a point;
thence with a bearing of N 09°13’ W a distance of 112 feet to a point;
thence with a bearing of N 04°08’ E a distance of 264 feet to a point;
thence with a bearing of N 17°53’ E a distance of 98 feet to a point;
thence with a bearing of N 22°59’ E a distance of 236 feet to a point;
thence with a bearing of N 33°59’ E a distance of 161 feet to a point;
thence with a bearing of N 04°37’ W a distance of 348 feet to a point;
thence with a bearing of N 25°10’ E a distance of 256 feet to a point;
thence with a bearing of N 04°17’ E a distance of 103 feet to a point;
thence with a bearing of S 77°47' W a distance of 297.2 feet to a point;
thence with a bearing of N 13°24' E a distance of 420 feet along the western boundary of the tunnel/pipeline
corridor connecting the Santeetlah Dam and Powerhouse to a point;
thence with a bearing of S 88°43' W a distance of 562 feet to a point;
thence with a bearing of S 71°46' W a distance of 443 feet to a point;
thence with a bearing of N 82°42' W a distance of 463 feet to a point;
thence with a bearing of N 30°58' W a distance of 233 feet to a point;
thence with a bearing of N 06°04' W a distance of 473 feet to a point;
thence with a bearing of N 64°42' W a distance of 378 feet to a point;
thence with a bearing of N 72°36' W a distance of 313 feet to a point;
thence with a bearing of N 05°26' E a distance of 132 feet to a point;
thence with a bearing of N 40°09' W a distance of 737 feet to a point;
thence with a bearing of N 61°46' W a distance of 962 feet to a point;
thence with a bearing of N 10°14' W a distance of 1,418 feet to a point;
thence with a bearing of N 41°04' W a distance of 320 feet to a point on the contour of elevation 1,573.5';
thence generally northerly along the contour of elevation 1,573.5' a distance of 4,280 feet more or less to a
point on the contour of elevation 1,573.5';

thence with a bearing of N 09°34'09" E a distance of 385.53 feet to a point;
thence with a bearing of N 25°58'08" W a distance of 162.68 feet to a point;
thence with a bearing of N 40°51'10" W a distance of 198.18 feet to a point on the contour of elevation
1,573.5';
thence generally northwesterly along the contour of elevation 1,573.5' a distance of 4,005 feet more or less to a
point on the contour of elevation 1,573.5';
thence with a bearing of N 39°18' W a distance of 292 feet to a point on the contour of elevation 1,362.5';
thence generally northwesterly along the contour of elevation 1,362.5' a distance of 14,640 feet more or less to
a point on the contour of elevation 1,362.5' on the centerline of Bear Creek;
thence with a bearing of N 32°37' E a distance of 440.28 feet to a point;
thence with a bearing of N 08°00' W a distance of 776.90 feet to a point;
thence with a bearing of N 84°52' W a distance of 23.87 feet to a point;
thence with a bearing of N 84°51' W a distance of 65.00 feet to a point;
thence with a bearing of N 65°19' W a distance of 61.22 feet to a point;
thence with a bearing of N 79°57' W a distance of 149.10 feet to a point;
thence with a bearing of S 74°24' W a distance of 43.97 feet to a point;
thence with a bearing of S 89°28' W a distance of 69.47 feet to a point;
thence with a bearing of S 89°03' W a distance of 55.80 feet to a point;
thence with a bearing of S 65°35' W a distance of 92.36 feet to a point;
thence with a bearing of S 86°18' W a distance of 153.76 feet to a point;
thence with a bearing of N 88°58' W a distance of 83.40 feet to a point;
thence with a bearing of S 78°09' W a distance of 163.30 feet to a point;
thence with a bearing of N 81°28' W a distance of 257.08 feet to a point;
thence with a bearing of N 78°30' W a distance of 217.31 feet to a point;
thence with a bearing of N 69°02' W a distance of 296.44 feet to a point;
thence with a bearing of N 36°36' W a distance of 176.12 feet to a point;
thence with a bearing of N 29°50' W a distance of 133.87 feet to a point;
thence with a bearing of N 06°25' W a distance of 92.09 feet to a point;
thence with a bearing of N 31°51' W a distance of 163.24 feet to a point;
thence with a bearing of N 15°22' W a distance of 303.00 feet to a point;
thence with a bearing of N 12°02' W a distance of 222.32 feet to a point;
thence with a bearing of N 19°10' W a distance of 148.52 feet to a point;
thence with a bearing of N 21°36' W a distance of 235.58 feet to a point;
thence with a bearing of N 37°09' W a distance of 56.33 feet to a point;
thence with a bearing of N 31°08’ W a distance of 66.25 feet crossing the centerline of Yellowhammer Creek to a point;
thence with a bearing of N 19°00’ E a distance of 309.09 feet to a point;
thence with a bearing of N 65°54’ W a distance of 360.68 feet to a point on the contour of elevation 1,362.5’;
thence generally northwesterly along the contour of elevation 1,362.5’ a distance of 1,350 feet more or less to a point on the contour of elevation 1,362.5’, which point is S 84°43’40” W a distance of 1,712.49 feet from a concrete monument (GPS TAPOCO 1989, NC Grid NAD83 Y=199530.777 Meters, X=161694.998 Meters) near the center of Cheoah Dam;
thence with a bearing of N 48°25’ E a distance of 409.3 feet to a point on the contour of elevation 1,107.5’;
thence generally northwesterly along the contour of elevation 1,107.5’ a distance of 9,995 feet more or less to a point on the contour of elevation 1,107.5’ on the centerline of Slick Rock Creek and the North Carolina and Tennessee State Line, said point also being on the common boundary line of Graham County, North Carolina, and Monroe County, Tennessee;
thence following said State Line, also being the common boundary line between Graham County, North Carolina and Monroe County, Tennessee along the thread of Slick Rock Creek generally northerly, 1,700 feet more or less, and crossing the Little Tennessee River, leaving the line of Monroe County, Tennessee and beginning with the line of Blount County, Tennessee to a point on the north bank of the Little Tennessee River opposite the centerline of the mouth of Slick Rock Creek;
thence continuing with said State Line, also the common boundary line between Graham County, North Carolina and Blount County, Tennessee, along the north bank of the Little Tennessee River generally southeasterly, upstream 2,850 feet more or less to a point on the north bank of the Little Tennessee River, said point being a common point on the boundary lines of Graham County North Carolina, Blount County, Tennessee, and Swain County North Carolina;
thence continuing with said State Line, leaving Graham County, North Carolina and entering Swain County, North Carolina, and following the common boundary line of Swain County, North Carolina and Blount County, Tennessee generally northeasterly 425 feet more or less to a point, said point being the point of the BEGINNING.

The above description is intended to describe the outer most boundary of the North Carolina portion of the Tapoco Project. The following two General Exceptions describe property encompassed by the above description but which are not a part of the North Carolina portion of the Tapoco Project. Therefore, included in the above description, but expressly excluded from this conveyance are the following two General Exception Tracts:

**General Exception Tract 1**

That certain tract located in Graham County, North Carolina and generally south of the Little Tennessee River, generally west of the tunnel/pipeline corridor between Santeetlah Dam and Powerhouse, and generally northeast of the Cheoah River, being outside of the boundary of the Tapoco Project, and described as follows: BEGINNING at a point 2,000 feet more or less west of the Santeetlah Powerhouse and on the contour of elevation 1,362.8’;

thence with a bearing of S 40°14’ E a distance of 3,200 feet crossing Grantor’s transmission line and Farley Branch Road to a point;

thence with the next three calls along the western boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse and the western boundary of the Nantahala Power & Light high voltage electricity transmission line corridor,
S 08°08' W a distance of 6,361.1 feet crossing Rhymers Ferry Road to a point;
thence with a bearing of S 09°56' W a distance of 5,754 feet crossing Tuskegee Road and Yellow Creek
to a point;
thence with a bearing of S 13°24' W a distance of 3,963 feet to a point north of U.S. Highway 129 and
Tuskegee Road;
thence with a bearing of N 71°40' W a distance of 356 feet to a point;
thence with a bearing of N 82°29' W a distance of 290 feet to a point;
thence with a bearing of S 68°24' W a distance of 516 feet to a point;
thence with a bearing of N 36°21' W a distance of 658 feet to a point;
thence with a bearing of N 58°31' W a distance of 518 feet to a point;
thence with a bearing of N 39°21' W a distance of 296 feet to a point;
thence with a bearing of N 22°27' W a distance of 411 feet to a point;
thence with a bearing of N 42°50' W a distance of 505 feet to a point;
thence with a bearing of N 63°52' W a distance of 874 feet to a point;
thence with a bearing of N 01°57' W a distance of 585 feet to a point;
thence with a bearing of N 33°23' W a distance of 354 feet to a point;
thence with a bearing of N 12°30' W a distance of 749 feet to a point;
thence with a bearing of N 15°23' E a distance of 159 feet to a point;
thence with a bearing of N 30°15' W a distance of 695 feet to a point;
thence with a bearing of N 43°30' W a distance of 632 feet to a point;
thence with a bearing of N 02°39' W a distance of 742 feet to a point;
thence with a bearing of N 08°38' W a distance of 394 feet to a point;
thence with a bearing of N 14°59' W a distance of 735 feet to a point;
thence with a bearing of N 00°00' E a distance of 71 feet to a point;
thence with a bearing of S 74°35' E a distance of 132.3 feet to a point on the contour of elevation 1,573.5';
thence along the contour of elevation 1,573.5' a distance of 2,790 feet more or less around Yellow Creek and
crossing the centerline of said creek to a point on the contour of elevation 1573.5';
thence with a bearing of S 55°05' W a distance of 162.4 feet to a point;
thence with a bearing of N 55°35' W a distance of 737 feet to a point;
thence with a bearing of N 09°16' W a distance of 93 feet to a point;
thence with a bearing of S 76°22' W a distance of 170 feet to a point;
thence with a bearing of N 64°23' W a distance of 671 feet to a point;
thence with a bearing of N 13°15' W a distance of 938 feet to a point;
thence with a bearing of N 43°47' W a distance of 397 feet to a point;
thence with a bearing of N 67°23' W a distance of 585 feet to a point;
thence with a bearing of S 54°25' W a distance of 713 feet to a point;
thence with a bearing of S 19°05' W a distance of 505 feet to a point;
thence with a bearing of S 63°23' W a distance of 554 feet to a point;
thence with a bearing of N 39°58' W a distance of 685 feet to a point;
thence with a bearing of N 62°49' W a distance of 832 feet to a point;
thence with a bearing of N 16°18' W a distance of 542 feet to a point;
thence with a bearing of N 13°08' E a distance of 757 feet to a point;
thence with a bearing of N 19°42' W a distance of 561 feet to a point;
thence with a bearing of N 31°51' W a distance of 650 feet to a point;
thence with a bearing of N 17°19' E a distance of 242 feet to a point;
thence with a bearing of N 80°05' W a distance of 883 feet to a point;
thence with a bearing of N 53°34' W a distance of 522 feet to a point;
thence with a bearing of N 29°31' W a distance of 1,110 feet to a point;
thence with a bearing of N 47°35' E a distance of 30 feet to a point on the contour of elevation 1,362.5';
thence generally northwesterly along the contour of elevation 1,362.5' a distance of 7,230 feet more or less to a point on the contour of elevation 1,362.5';
thence with a bearing of N 47°26' E a distance of 55 feet to a point on the contour of elevation 1,379.5';
thence generally northeasterly along the contour of elevation 1,379.5' a distance of 2,430 feet more or less to a point on the contour of elevation 1,379.5';
thence with a bearing of N 47°26' E a distance of 55 feet to a point on the contour of elevation 1,362.5';
thence generally northeasterly along the contour of elevation 1,362.5' a distance of 630 feet more or less crossing Meadow Branch and Rhymers Ferry Road to a point on the contour of elevation 1,362.5';
thence with a bearing of N 47°26' E a distance of 717.8 feet to a point;
thence with a bearing of N 47°26' E a distance of 400 feet crossing Grantor's transmission line to a point;
thence with a bearing of S 86°47' W a distance of 2,650 feet to a point located 1,100 feet more or less south of Cheoah Dam;
thence with a bearing of N 32°58' W a distance of 241.2 feet to a point on the contour of elevation 1,462.8';
thence generally northeasterly along the contour of elevation 1,462.8' a distance of 3,620 feet more or less to a point on the contour of elevation 1,462.8';
thence with a bearing of N 17°11' W a distance of 133.6 feet to a point on the contour of elevation 1,362.8';
thence generally northeasterly, then generally easterly along the contour of elevation 1,362.8' a distance of
20,835 feet more or less to a point on the contour of elevation 1,362.8';
thence with a bearing of S 86°16' E a distance of 354 feet to a point on the contour of elevation 1,298.8';
thence generally southeasterly along the contour of elevation 1,298.8' a distance of 1,455 feet more or less to a
point on the contour of elevation 1,298.8';
thence with a bearing of S 14°10' W a distance of 100 feet to a point on the contour of elevation 1,362.8';
thence generally southerly along the contour of elevation 1,362.8' a distance of 4,280 feet more or less to a
point on the contour of elevation 1,362.8', said point being the point of the BEGINNING.

General Exception Tract 2
That certain tract located in Graham County, North Carolina and generally east of the tunnel/pipeline corridor
between Santeetlah Dam and Powerhouse and generally west of the Cheoah River, being outside of the
boundary of the Tapoco Project, and described as follows:
BEGINNING at a point, 2,300 feet more or less north of Santeetlah Dam on the contour of elevation 1762.5'
and on the western boundary of Nantahala Power & Light Company high voltage electricity transmission line
corridor and on the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and
Powerhouse;
thence with a bearing of N 04°52' W a distance of 405 feet along the western boundary of Nantahala Power &
Light Company high voltage electricity transmission line corridor and eastern boundary of the tunnel/pipeline
corridor connecting the Santeetlah Dam and Powerhouse to a point on the western boundary of Nantahala
Power & Light Company high voltage electricity transmission line corridor and eastern boundary of the
tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse;
thence with a bearing of N 85°08' E a distance of 500 feet crossing the Nantahala Power & Light Company
high voltage electricity transmission line corridor to a point on the eastern boundary of Nantahala Power &
Light Company high voltage electricity transmission line corridor and eastern boundary of the tunnel/pipeline
corridor connecting the Santeetlah Dam and Powerhouse;
thence with a bearing of N 04°52' W a distance of 1,118.4 feet along the eastern boundary of Nantahala Power
& Light Company high voltage electricity transmission line corridor and the eastern boundary of the
tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse to a point on the eastern boundary of
Nantahala Power & Light Company high voltage electricity transmission line corridor and the eastern boundary
of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse;
thence with a bearing of N 08°53' E a distance of 3,107 feet along the eastern boundary of Nantahala Power & Light Company high voltage electricity transmission line corridor and the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse to a point on the eastern boundary of Nantahala Power & Light Company high voltage electricity transmission line corridor and the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse;
thence with a bearing of S 81°15' E a distance of 130 feet leaving the eastern boundary of Nantahala Power & Light Company high voltage electricity transmission line corridor and the eastern boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse to a point on the contour of elevation 1,722.5';
thence generally northeasterly, then generally southeasterly along the contour of elevation 1,722.5' a distance of 3,730 feet more or less to a point on the contour of elevation 1,722.5';
thence with a bearing of N 85°52' W a distance of 80 feet to a point on the contour of elevation 1,762.5';
thence generally southerly, then generally northwesterly along the contour of elevation 1,762.5' a distance of 8,140 feet more or less to a point on the contour of elevation 1,762.5', said point being the point of the BEGINNING.

Cheoah River Exceptions

By judgment entered May 8, 1939 in the condemnation proceeding styled United States of America v. 11,193.52 acres of land in Graham County, North Carolina, Carolina Aluminum Company et al (predecessor company to Grantor), in United States District Court, Western District of North Carolina, copy of which judgment is recorded in the office of the Register of Deeds for Graham County, North Carolina, in Deed Book 43, Page 48, the United States of America became vested with title to certain Carolina Aluminum Company lands within the boundary of what is now the Tapoco Project, over which lands Grantor reserved assignable rights as recorded in said judgment, with said lands being described as follows in four parcels:

Cheoah River Exception Parcel 1

Reference Nantahala National Forest Tract 1047c Reservation 6

BEGINNING at Corner 5 of Nantahala National Forest (NNF) Tract 1047c on the northwest bank of the Cheoah River, 1,875 feet more or less north of Santeetlah Dam;
thence generally southerly with the west bank of the Cheoah River 1,260 feet more or less to Corner 6 of NNF Tract 1047c;
thence generally northwesterly following the line between Corners 6 and 7 of NNF Tract 1047c along an old road to a point on the contour of elevation 1,782.5’, west of the Cheoah River;
thence generally northeasterly along the contour of elevation 1,782.5’ to a point on the contour of elevation 1,782.5’ where it intersects with the line between Corners 4 and 5 of NNF Tract 1047c, said line also along the western boundary of the tunnel/pipeline corridor connecting the Santeetlah Dam and Powerhouse;
thence with a bearing of S 12°31’ W a distance of 132.75 feet to a point, said point being the point of the BEGINNING.

Cheoah River Exception Parcel 2

Reference Nantahala National Forest Tract 1047a Reservation 6
BEGINNING at Nantahala National Forest (NNF) Tract 1047a Corner A-4 north of Tuskegee Road, U.S. Highway 129, and the Cheoah River on the contour of elevation 1,722.5’;
thence generally northeasterly, then generally southerly along the contour of elevation 1,722.5’ a distance of 2,780 feet more or less to NNF Tract 1047a Corner A-45 on the contour of elevation 1,722.5’;
thence with a bearing of S 58°19’ W a distance of 140.5 feet to NNF Tract 1047a Corner A-46 west of U.S. Highway 129 on the east bank of the Cheoah River;
thence generally southerly with the east bank of the Cheoah River, a distance of 2,005 feet more or less to NNF Tract 1047a Corner A-47 on the east bank of the Cheoah River;
thence with a bearing of S 87°52’ E a distance of 196 feet to NNF Tract 1047a Corner A-47a east of U.S. Highway 129 on the contour of elevation 1,762.5’;
thence generally southerly along the contour of elevation 1762.5’ a distance of 3,160 feet more or less to NNF Tract 1047a Exception 1 Corner 5 west of U.S. Highway 129 on the contour of elevation 1,762.5’;
thence with a bearing of N 86°47’ W a distance of 190 feet to NNF Tract 1047a Exception 1 Corner 4 west of Santeetlah Dam Road on the east bank of the Cheoah River;
thence generally southerly with the east bank of the Cheoah River, a distance of 1,240 feet more or less to NNF Tract 1047a Exception 1 Corner 3 on the east bank of the Cheoah River;
thence with a bearing of S 06°39’ E a distance of 121 feet to NNF Tract 1047a Exception 1 Corner 2;
thence with a bearing of S 00°29’ E a distance of 168 feet to NNF Tract 1047a Exception 1 Corner 1 on the contour of elevation 1,762.5’;
thence generally southwesterly along the contour of elevation 1,762.5’ a distance of 440 feet more or less to NNF Tract 1047a Exception 2 Corner 3 on the contour of elevation 1,762.5’;
thence with a bearing of N 54°39' W a distance of 190 feet to NNF Tract 1047a Corner A-1 on the south bank of the Cheoah River;
thence with a bearing of N 10° 00' W a distance of 210 feet to NNF Tract 1047a Corner A-2 on the north bank of the Cheoah River;
thence generally northwesterly with the north bank of the Cheoah River a distance of 1,555 feet more or less to NNF Tract 1047a Corner A-3;
thence generally northerly a distance of 135 feet more or less to a point north of Santeetlah Road on the contour of elevation 1,762.5';
thence generally southeasterly, then generally northerly along the contour of elevation 1,762.5' a distance of 6,525 feet more or less to a point on the contour of elevation 1,762.5';
thence with a bearing of S 85°52' E a distance of 80 feet to a point on the contour of elevation 1,722.5';
thence generally northerly, then generally southwesterly along the contour of elevation 1,722.5' a distance of 3,730 feet more or less to a point south of the Cheoah River on the contour of elevation 1,722.5';
thence generally northerly a distance of 380 feet more or less, crossing the Cheoah River to a point, said point being the point of the BEGINNING.

Cheoah River Exception Parcel 3

Reference Nantahala National Forest Tract 1047b Reservation 6

BEGINNING at a point east of U.S. Highway 129 and the Cheoah River, 760 feet more or less southeast of the centerline of the mouth of Yellow Creek;
thence with a bearing of S 00°00' E a distance of 71 feet to a point (1);
thence with a bearing of S 14°59' E a distance of 735 feet to a point (2);
thence with a bearing of S 08°38' E a distance of 394 feet to a point (3);
thence with a bearing of S 02°39' E a distance of 742 feet to a point (4);
thence with a bearing of S 43°30' E a distance of 632 feet to a point (5);
thence with a bearing of S 30°15' E a distance of 695 feet to a point (6);
thence with a bearing of S 15°23' W a distance of 159 feet to a point (7);
thence with a bearing of S 12°30' E a distance of 749 feet to a point (8);
thence with a bearing of S 33°23' E a distance of 354 feet to a point (9);
thence with a bearing of S 01°57' E a distance of 585 feet to a point (10);
thence with a bearing of S 63°52' E a distance of 874 feet to a point (11);
thence with a bearing of S 42°50' E a distance of 505 feet to a point (12);
thence with a bearing of S 22°27' E a distance of 411 feet to a point (13);
thence with a bearing of S 39°21' E a distance of 296 feet to a point (14);
thence with a bearing of S 58°31' E a distance of 518 feet to a point (15);
thence with a bearing of S 36°21' E a distance of 658 feet to a point (16);
thence with a bearing of N 68°24' E a distance of 516 feet to a point (17);
thence with a bearing of S 82°29' E a distance of 290 feet to a point (18);
thence with a bearing of S 71°40' E a distance of 356 feet to a point (19) north of Tuskegee Road, U.S.
Highway 129, and the Cheoah River;
thence with a bearing of S 13°24' W a distance of 275 feet to a point (12) on the south side of the Cheoah River;
thence with a bearing of S 88°43' W a distance of 562 feet to a point (11);
thence with a bearing of S 71°46' W a distance of 443 feet to a point (10);
thence with a bearing of N 82°42' W a distance of 463 feet to a point (9);
thence with a bearing of N 30°58' W a distance of 233 feet to a point (8);
thence with a bearing of N 06°04' W a distance of 473 feet to a point (7);
thence with a bearing of N 64°42' W a distance of 378 feet to a point (6);
thence with a bearing of N 72°36' W a distance of 313 feet to a point (5);
thence with a bearing of N 05°26' E a distance of 132 feet to a point (4);
thence with a bearing of N 40°09' W a distance of 737 feet to a point (3);
thence with a bearing of N 61°46' W a distance of 962 feet to a point (2);
thence with a bearing of N 10°14' W a distance of 1,418 feet to a point (1);
thence with a bearing of N 41°04' W a distance of 320 feet to Nantahala National Forest (NNF) Tract 1047b
Corner 38 on the contour of elevation 1,573.5';
thence generally northerly along the contour of elevation 1,573.5' a distance of 4,280 feet more or less to NNF
Tract 1047b Corner 37 on the contour of elevation 1,573.5';
thence with a bearing of S 74°35' E a distance of 478 feet to a point, said point being the point of the
BEGINNING.

Cheoah River Exception Parcel 4

Reference Nantahala National Forest Tract 1047g Reservation 6

BEGINNING at a point on the contour of elevation 1,362.5' north of the Cheoah River and 850 feet more or
less south of Rhymers Ferry Road;
thence generally southeasterly along the contour of elevation 1,362.5’ a distance of 7,230 feet more or less to a point on the contour of elevation 1,362.5’;
thence with a bearing of S 47°35’ W a distance of 30 feet to a point (20);
thence with a bearing of S 29°31’ E a distance of 1,110 feet to a point (21);
thence with a bearing of S 53°34’ E a distance of 522 feet to a point (22);
thence with a bearing of S 80°05’ E a distance of 883 feet to a point (23);
thence with a bearing of S 17°19’ W a distance of 242 feet to a point (24);
thence with a bearing of S 31°51’ E a distance of 650 feet to a point (25);
thence with a bearing of S 19°42’ E a distance of 561 feet to a point (26);
thence with a bearing of S 13°08’ W a distance of 757 feet to a point (27);
thence with a bearing of S 16°18’ E a distance of 542 feet to a point (28);
thence with a bearing of S 62°49’ E a distance of 832 feet to a point (29);
thence with a bearing of S 39°58’ E a distance of 685 feet to a point (30);
thence with a bearing of N 63°23’ E a distance of 554 feet to a point (31);
thence with a bearing of N 19°05’ E a distance of 505 feet to a point (32);
thence with a bearing of N 54°25’ E a distance of 713 feet to a point (33);
thence with a bearing of S 61°23’ E a distance of 585 feet to a point (34);
thence with a bearing of S 43°47’ E a distance of 397 feet to a point (35);
thence with a bearing of S 13°15’ E a distance of 938 feet to a point (36);
thence with a bearing of S 64°23’ E a distance of 671 feet to a point (37);
thence with a bearing of N 76°22’ E a distance of 170 feet to a point (38);
thence with a bearing of S 09°16’ E a distance of 93 feet to a point (39);
thence with a bearing of S 55°35’ E a distance of 737 feet to a point (40);
thence generally southwesterly a distance of 475 feet more or less crossing the Cheoah River to Nantahala National Forest (NNF) Tract 1047g Corner 29;
thence generally northwesterly along the contour of elevation 1,573.5’ a distance of 4,005 feet more or less to NNF Tract 1047g Corner G-30 on the contour of elevation 1,573.5’;
thence with a bearing of N 39°18’ W a distance of 292 feet to NNF Tract 1047g Corner G-31 on the contour of elevation 1,362.5’;
thence generally northwesterly along the contour of elevation 1,362.5’ a distance of 14,640 feet more or less to NNF Tract 1047g Corner G-1 on the contour of elevation 1,362.5’ on the centerline of Bear Creek;
thence generally northerly following the centerline of Bear Creek a distance of 1,500 feet more or less to NNF Tract 1047g Corner G-2 on the centerline of the Cheoah River;

thence generally westerly along the thread of the Cheoah River, downstream a distance of 1,100 feet more or less to NNF Tract 1047g Corner G-3 on the thread of the Cheoah River;

thence generally northeasterly 350 feet more or less to a point, said point being the point of the BEGINNING.

**Meadow Branch Fire Department Exception**

Included in the above description, but expressly excluded from this conveyance is the following Meadow Branch Fire Department Exception previously conveyed to the Meadow Branch Fire Department, Inc. by quitclaim deed with restrictions and right of reverter dated February 14, 2008 of record in Book 289, Page 576, in the Graham County, North Carolina Register of Deeds Office, and described as follows:

BEGINNING at a point, said point being 25 feet from the center of Meadow Branch Road, said point also being S 71°33' W a distance of 349.3 feet from Parcel G-1 Corner No. 94 as noted on Tapoco Inc. DWG. NO. E 35790-KT, Sheet 1 Of 3, Graham and Swain Counties, N.C., Map of Properties, Property Conveyed By Carolina Aluminum Company To Tapoco Inc., By Deed Dated July 1, 1955 and said point being S 86°42' E a distance of 378.2 feet from Parcel G-1 Corner No. 96;

thence with a bearing of S 01°29' W a distance of 52.9 feet to a point;
thence with a bearing of S 53°00' W a distance of 116.3 feet to a point;
thence with a bearing of S 83°55' W a distance of 219.8 feet to a point;
thence with a bearing of S 86°18' W a distance of 284.9 feet to a point;
thence with a bearing of N 09°40' W a distance of 120.7 feet to a point;
thence with a bearing of N 84°04' E a distance of 296.0 feet to a point;
thence with a bearing of N 87°21' E a distance of 323.4 feet to a point, said point being the point of the BEGINNING – an area of 1.7 acres, more or less.

Consistent with that certain "Assignment and Assumption of Rights, Privileges, Easements, Licenses and Obligations in Connection with Real Property" of even date herewith being recorded contemporaneously herewith in the Graham County, North Carolina Registry and the Swain County, North Carolina Registry, Grantor specifically conveys to Grantee all of its right, title, interest and appurtenances conveyed to Grantor by deed recorded in Book 56, Page 436 in the Graham County, North Carolina Registry and in Book 78, Page 12 in the Swain County, North Carolina Registry except for all right, title, interest and appurtenances subsequently
conveyed (i.e., from and after the date of said deed) by Grantor in instruments of record in Graham or Swain Counties, North Carolina or otherwise. Said deed is further described hereinbelow.

The North Carolina Project Property (including the Non-Project Transmission Line Corridors) herein conveyed BEING all or part of the same property conveyed to Grantor or its predecessor in title by the following Grantors, on the date set forth and in the Book and Page number identified.

**Graham County**

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Said Tallassee Power Company changed its corporate name to Carolina Aluminum Company by amendment to its charter dated September 29, 1931 and conveyed all of its property in Graham County, NC to Tapoco, Inc. by deed dated July 1, 1955, and recorded in the office of the Graham County, North Carolina Registry in Deed Book Volume 56, Page 436. Tapoco, Inc. subsequently changed its name to Alcoa Power Generating Inc. (Grantor herein) by instrument dated December 14, 1999. Upon oath, Grantor states that Tallassee Power Company, Carolina Aluminum Company, Yadkin, Inc., and Tapoco, Inc. are one and the same corporate entity as Alcoa Power Generating Inc.
### Swain County

<table>
<thead>
<tr>
<th>Original Grantor</th>
<th>Date of Instrument</th>
<th>Recording Volume - Page</th>
</tr>
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<tbody>
<tr>
<td>H. B. Lindsay, Trustee et ux</td>
<td>7-1-1914</td>
<td>40 – 526</td>
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<tr>
<td>H. B. Lindsay, Trustee et ux</td>
<td>7-1-1914</td>
<td>40 – 540</td>
</tr>
<tr>
<td>Union Power and Water Company</td>
<td>1913</td>
<td>40 – 148</td>
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<tr>
<td>The Union Development Company</td>
<td>12-13-1913</td>
<td>40 – 215</td>
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<tr>
<td>Will Orr et ux</td>
<td>7-9-1914</td>
<td>40 – 541</td>
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<td>J. E. Coburn et ux</td>
<td>8-19-1914</td>
<td>41 – 37</td>
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<tr>
<td>S. D. Payne et ux</td>
<td>12-5-1913</td>
<td>40 – 163</td>
</tr>
<tr>
<td>J. E. Coburn et ux</td>
<td>2-21-1914</td>
<td>40 – 364</td>
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<td>J. S. Bailey et ux</td>
<td>9-17-1906</td>
<td>32 – 148</td>
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<td>Sam D. Peterson et ux</td>
<td>1-16-1915</td>
<td>41 – 173</td>
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<tr>
<td>S. F. Chapman et ux</td>
<td>10-5-1916</td>
<td>43 – 44</td>
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<td>Swain Development Company</td>
<td>10-26-1916</td>
<td>44 – 8</td>
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<td>Carolina and Tennessee Southern Railway Company</td>
<td>6-23-1921</td>
<td>49 – 278</td>
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<td>Georgia Industrial Realty Company</td>
<td>6-23-1921</td>
<td>49 – 281</td>
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<td>James R. Thomas et ux et al</td>
<td>5-11-1929</td>
<td>56 – 253</td>
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<td>J. D. Buchanan et ux</td>
<td>9-10-1906</td>
<td>AC-29 – 84</td>
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<td>Joseph Bumgardner et al</td>
<td>1-26-1907</td>
<td>AD-30 – 98</td>
</tr>
<tr>
<td>Polley Bumgardner, Widow</td>
<td>1-26-1907</td>
<td>AD-30 – 96</td>
</tr>
</tbody>
</table>

Said Tallassee Power Company changed its corporate name to Carolina Aluminum Company by amendment to its charter dated September 29, 1931 and conveyed all of its property in Swain County, NC to Tapoco, Inc. by deed dated July 1, 1955, and recorded in the office of the Swain County, North Carolina Registry in Deed Book Volume 78, Page 12. Tapoco, Inc. subsequently changed its name to Alcoa Power Generating Inc. (Grantor herein) by instrument dated December 14, 1999. Upon oath, Grantor states that Tallassee Power Company, Carolina Aluminum Company, Yadkin, Inc., and Tapoco, Inc. are one and the same corporate entity as Alcoa Power Generating Inc.
ATTACHMENT 5
This Instrument Prepared By:
Wayne R. Kramer, Kramer Rayson LLP
P. O. Box 629, Knoxville, TN 37901-0629 under the supervision of Nexsen Pruet, PLLC,
701 Green Valley Road, Suite 100
Greensboro, NC 27408

RETURN TO: P.O. Drawer 25008, Winston-Salem, NC 27114-5008

ASSIGNMENT AND ASSUMPTION OF RIGHTS, PRIVILEGES, EASEMENTS, LICENSES AND OBLIGATIONS IN CONNECTION WITH REAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS, PRIVILEGES, EASEMENTS, LICENSES AND OBLIGATIONS IN CONNECTION WITH REAL PROPERTY ("Assignment"), made and entered into this 14th day of November 2012 by and between ALCOA POWER GENERATING INC. (formerly known as, and Successor-in-Interest to, Tapoco, Inc., Tallassee Power Company, Carolina Aluminum Company and Yadkin, Inc.), a corporation organized and existing under and by virtue of the laws of the State of Tennessee (hereinafter "Assignor") and BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and SMOKY MOUNTAIN TRANSMISSION, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (hereinafter collectively "Assignee").
WITNESSETH:

THAT WHEREAS, by Instruments executed over an extended period of time and of record in the Registers' Offices for Graham County, North Carolina and Swain County, North Carolina, Assignor has been granted or has otherwise retained many rights, privileges, easements, licenses and obligations in connection with real property (collectively "Real Property Rights") it owns or previously owned in Graham and Swain Counties, North Carolina; and

WHEREAS, Assignor operates power generating facilities in the Little Tennessee River Valley as the Licensee of the Tapoco Hydroelectric Project under a License issued by the Federal Energy Regulatory Commission ("FERC") Project No. 2169 (the "Project"); and

WHEREAS, on January 25, 2005, a new license for the Project was issued to Assignor by FERC, effective March 1, 2005, as that License may be amended ("Project License"); and

WHEREAS, Assignor and Assignee, as well as other affiliates of Assignee, have entered into that certain Amended and Restated Acquisition Agreement dated as of June 29, 2012 (the "Acquisition Agreement") under which Assignee Brookfield Smoky Mountain Hydropower LLC will become the Licensee of the Project and Assignee will otherwise be Assignor's "Transferee" as more fully defined in that certain Instrument of record in Book 258, Page 653 in the Graham County, North Carolina Registry and in Book 312, Page 956 in the Swain County, North Carolina Registry, in connection with the Project, Project License, and any other lawful requirements of FERC, and all power transmission lines, utility lines of any nature, communication lines, related equipment and all associated improvements owned or utilized by Assignor (collectively "Power Lines, Equipment and Improvements") specifically including, access to Power Lines, Equipment and Improvements, and other North Carolina Project and Non-Project property areas or otherwise, for Project, Power Generation, Power Transmission and other utility purposes; and

WHEREAS, by Order issued October 4, 2012 ("Order"), FERC approved the transfer of the Project License from Assignor to Assignee Brookfield Smoky Mountain Hydropower LLC upon certain contingencies
and pursuant to such Order, said Assignee Brookfield Smoky Mountain Hydropower LLC agreed to accept all the terms and conditions of the Project License; and

WHEREAS, consistent with the Order and in accordance with Article 2, Section 2.01(a) and Article 9, Section 9.02(c) of the Acquisition Agreement, Assignor has agreed to transfer, convey and assign to Assignee all of Assignor's right, title, and interest in and to its Real Property Rights as more specifically identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, consistent with the above Recitals, Assignor desires to transfer, assign, grant and convey to Assignee all of Assignor's Real Property Rights; and

WHEREAS, Assignee desires to assume all of Assignor's rights and obligations in and to said Real Property Rights as more fully described in the various instruments identified on Exhibit A attached hereto and made a part hereof and which Real Property Rights shall be subject to all the terms, conditions, encumbrances, rights and privileges either set forth or otherwise referenced herein, including all such terms, conditions, encumbrances, rights and privileges set forth in the instruments identified on Exhibit A and all of the applicable terms and conditions of the Project License and the lawful requirements of FERC thereunder; and

WHEREAS, the parties desire to execute this Assignment as evidence of the transfer and conveyance herein described;

NOW, THEREFORE, for and in consideration of the covenants and premises herein contained and other good and valuable consideration, including the consideration, covenants, representations and agreements set forth in the Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree and intend to be legally bound as follows:

1. **Assignment.** Assignor hereby transfers, sets over, conveys, grants and assigns to Assignee all of Assignor's right, title, interest and obligations in, to and under the Real Property Rights, which right, title, interest and obligations are more fully described and set forth in the instruments evidencing said Real Property Rights, to which reference is hereby specifically made and which instruments are more specifically set forth on Exhibit A.

2. **Assumption.** Assignee assumes and accepts all of Assignor's rights, interests and obligations under the Real Property Rights arising from and after the date hereof.
3. **Further Assurances.** It is the intent of the parties that Assignor shall transfer and convey and Assignor does hereby transfer and convey all of its right, title, interest and obligations in, to and under said Real Property Rights, such that from and after the date hereof, all of Assignor's right, title, interest and obligations, in, and under to said Real Property Rights shall be vested in Assignee. Provided, however, that the parties further agree to take such other and further steps and execute such other and further documents as may be necessary upon the reasonable request of the other party at any time in the future to more fully assure the transfers and conveyances made in this Assignment in accordance with the tenor hereof.

4. **Captions.** Section headings of this Assignment are inserted for convenience only and shall not constitute a part of this Assignment in construing or interpreting any provision hereof.

5. **Binding on Parties.** This Assignment shall be binding on and enure to the benefit of the parties hereto, their successors and assigns.

6. **Amendments.** No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by an authorized representative of each party hereto.

7. **Recitals.** The Recitals set forth hereinabove are a part of the Assignment and are incorporated herein by reference as fully as if copied herein verbatim.

8. **Governing Law.** It is the intention of the parties that the laws of the State of North Carolina (without regard to rules or laws regarding conflict of laws) shall govern the validity of this Assignment, construction of its terms and interpretation of the rights and duties of the parties hereunder.

IN WITNESS WHEREOF, the parties acknowledge that they have read and fully under the terms and provisions hereof and have executed this Assignment as of the day and year first above written.


[Signature Pages to Follow]
ALCOA POWER GENERATING INC.

By: [Signature]

Name: Marc A. Pereira

Title: Vice President

STATE OF Pennsylvania
COUNTY OF Allegheny

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that Marc A. Pereira, personally appeared before me and being duly sworn says that he or she is a duly authorized agent of said above named corporation Alcoa Power Generating Inc. and as such has the authority to act in and for said corporation. I, (i) have personal knowledge of the identity of the above named authorized agent, or (ii) a credible witness has sworn to before me the identity of the authorized agent, and that he or she signed the foregoing or annexed instrument on behalf of said corporation in the capacity so herein stated and acknowledge the said writing to be the act and deed of said corporation herein stated.

Witness my hand and official stamp or seal, this the 14th day of November, in the year 2012.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Melanie A. Smith, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 22, 2012
Member, Pennsylvania Association of Notaries

(seal or stamp)

Notary Public Official Signature

Melanie A. Smith

Notary Printed or Typed Name

My Commission Expires: Nov 22, 2012
BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC

By: [Signature]

Name: Thomas Deedy
SVP, U.S. Operations

Title: 

COMM.COMMISSIONER

STATE OF MASSACHUSETTS)

COUNTY OF MIDDLESEX )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that

Thomas Deedy, personally appeared before me and being duly sworn says that he or she is a duly authorized agent of said above named limited liability company and as such has the authority to act in and for said limited liability company. I,(i) have personal knowledge of the identity of the above named authorized agent, or (ii) I have seen satisfactory evidence of the authorized agent's identity, by current state or federal identification with the authorized agent's photograph in the form of a or (iii) a credible witness has sworn to before me the identity of the authorized agent, and that he or she signed the foregoing or annexed instrument on behalf of said limited liability company in the capacity so herein stated and acknowledge the said writing to be the act and deed of said limited liability company herein stated.

Witness my hand and official stamp or seal, this the 13th day of November, in the year 2012.

[Signature]
Notary Public Official Signature

(seal or stamp)

My Commission Expires: March 7, 2019

[Stamp]
Notary Printed or Typed Name

[Signature]
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires March 7, 2019
SMOKY MOUNTAIN TRANSMISSION LLC

By:  Jason Spreyer

Name:  JASON SPREYER

Title:  CHIEF FINANCIAL OFFICER

STATE OF \( \text{TX} \) )

COUNTY OF \( \text{Henderson County} \) )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that Jason Spreyer, personally appeared before me and being duly sworn says that he or she is a duly authorized agent of said above named limited liability company and as such has the authority to act in and for said limited liability company. I, (i) have personal knowledge of the identity of the above named authorized agent, or (ii) I have seen satisfactory evidence of the authorized agent's identity, by current state or federal identification with the authorized agent's photograph in the form of a driver's license or (iii) a credible witness has sworn to before me the identity of the authorized agent, and that he or she signed the foregoing or annexed instrument on behalf of said limited liability company in the capacity so herein stated and acknowledge the said writing to be the act and deed of said limited liability company herein stated.

Witness my hand and official stamp or seal, this the 13th day of November in the year 2012.

(Seal or stamp)

MARY E. MUIR

Notary Public Official Signature

Notary Printed or Typed Name

My Commission Expires: 11-21-2015

THE PREPARE OF THIS ASSIGNMENT MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE RIGHTS AND INTEREST HEREBIN CONVEYED AND REPRESENTS THAT THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARE HEREOF.
EXHIBIT A

Real Property Rights

The Real Property Rights being transferred, conveyed and assigned by Assignor to Assignee pursuant to this Assignment include but are not limited to the Real Property Rights reserved by Assignor or otherwise granted to Assignor in Instruments of record in the Register's Offices for Graham and Swain Counties, North Carolina as more fully described and set forth hereinbelow. Provided further, that to the extent such Real Property Rights are in, over and/or upon real property located within the boundary of the Project, such are subject to all applicable terms and conditions of the Project License and all applicable lawful requirements of FERC thereunder. Specifically, and consistent with paragraph 31 (Graham County, North Carolina) and paragraph 9 (Swain County, North Carolina), it is the intent of Assignor to transfer, convey and assign to Assignee all its right, title and interest in and to the Real Property Rights acquired in instruments of record in Book 56, Page 436 in the Graham County Registry and in Book 78, Page 12 in the Swain County Registry.

Graham County, North Carolina

1. Instrument dated July 1, 1914 of record in Book X, Page 456 in the Graham County, North Carolina Registry.
20. Instrument dated March 6, 1925 of record in Book 34, Page 137 in the Graham County, North Carolina Registry.


27. Instrument dated November 9, 1938 of record in Book 42, Page 545 in the Graham County, North Carolina Registry.


32. Instrument dated April 21, 1924 of record in Book 33, Page 56 in the Graham County, North Carolina Registry.

33. Instrument dated April 24, 1924 of record in Book 33, Page 52 in the Graham County, North Carolina Registry.


44. Instrument dated December 1, 1997 of record in Book 181, Page 430 in the Graham County, North Carolina Registry.


64. Instrument dated February 1, 1996 of record in Book 170, Page 713 in the Graham County, North Carolina Registry.


Swain County

1. Instrument dated July 1, 1914 of record in Book 40, Page 540 in the Swain County, North Carolina Registry.


8. Instrument dated September 27, 1945 of record in Book 72, Page 424 in the Swain County, North Carolina Registry.

10. Instrument dated March 6, 1925 of record in Book 52, Page 60 in the Swain County, North Carolina Registry.


ATTACHMENT 6
IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this order, Brookfield Smoky Mountain Hydropower LLC this 15th day of November, 2012, has caused its corporate name to be signed hereto by Thomas Deedy, its Senior Vice President, U.S. Operations, and its corporate seal to be affixed hereto and attested by Mel Jiganti, its Assistant Secretary, pursuant to a resolution of its Board of Managers duly adopted on the 15th day of November, 2012, a certified copy of the record of which is attached hereto.

By: 

Thomas Deedy  
SVP, U.S. Operations

Attest: 

Mel Jiganti  
Assistant Secretary and Director  
Legal Services, U.S. Operations

(executed in triplicate)
ATTACHMENT 7
Written Consent of
the Board of Managers of

BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC

November 15, 2012

The undersigned, being the board of managers (the “Board of Managers”) of Brookfield Smoky Mountain Hydropower LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “Company”), hereby adopts, by this written consent, the following resolutions and directs that this written consent be filed with the minutes of the proceedings of the Board of Managers of the Company:

WHEREAS, BAIF U.S. Renewable Power Holdings LLC (“BAIF US”) entered into that certain Acquisition Agreement, dated as of June 29, 2012 (as amended, restated, supplemented or otherwise modified, the “Acquisition Agreement”), with Alcoa Power Generating Inc. (the “Seller”), a subsidiary of Alcoa Inc., a corporation organized under the laws of the State of Tennessee, United States of America, with respect to the purchase of the Tapoco Hydroelectric Project (Federal Energy Regulatory Commission Project Number P-2169) together with certain open access transmission assets and related real and personal property, for an aggregate purchase price of $600,000,000, subject to adjustment in accordance with the Acquisition Agreement (the “Acquisition”);

WHEREAS, to effect the Acquisition, BAIF U.S. formed the Company and Smoky Mountain Transmission LLC, a Delaware limited liability company (“TransCo”), each an indirect wholly-owned subsidiary;

WHEREAS, pursuant to the Amended and Restated Acquisition Agreement, entered into on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “A&R Acquisition Agreement”), by and among BAIF U.S., Seller, the Company and TransCo, Seller will convey to the Company those “Purchased Assets” (as defined in the A&R Acquisition Agreement) constituting the Tapoco Hydroelectric Project (the “Hydro Assets”) and Seller will convey to TransCo all other Purchased Assets (the “Transmission Assets”);

Acquisition

Now, therefore, be it resolved that (i) the A&R Acquisition Agreement, by means of which the aforementioned conveyance of the Hydro Assets and Transmission Assets is effected, is authorized and approved in every respect by the Company, (ii) each transaction effected or to be effected pursuant to the terms and provisions of the A&R Acquisition Agreement is authorized and approved in every respect as being in the best interest of the Company and (iii) the Company shall enter into the A&R Acquisition Agreement, and any other agreement, deed, bill of sale and any other related documents to which the Company is intended to be a party, including, without limitation, certain assignments of leases and easements, construction management agreement, transition services agreement, power purchase agreements, interconnection agreements, power agency agreement, and other agreements to be entered into with, without limitation, the Seller, Tennessee Valley Authority and Brookfield Energy Marketing L.P. (each such document, including the A&R Acquisition Agreement, the Agreements”), and consummate and perform the transactions contemplated thereby; and further
**General Authorization**

RESOLVED that any officer of the Company, including the Chief Executive Officer, any Chief Operating Officer, President, any Vice President, the Controller, the Chief Financial Officer, the General Manager, the Secretary, any Assistant Secretary (each an "Authorized Officer"), is authorized, empowered and directed, in the name and on behalf of the Company, to perform such acts and deeds and to negotiate, prepare, execute and deliver the Agreements substantially in the form presented to the Board of Managers, with such changes, additions, deletions and modifications thereto (including any schedules and exhibits thereto) as such Authorized Officer executing the same shall in his/her sole discretion deem necessary or appropriate, the authority therefore to be conclusively evidenced by such Authorized Officer’s execution and delivery thereof; and further

RESOLVED that each Authorized Officer of the Company is authorized, empowered and directed to take such additional action from time to time and to execute, certify, deliver, file and record with the appropriate judicial, public and governmental authorities or any other persons or entities from time to time such additional documents, instruments and agreements, including, without limitation, any amendment, extension, waiver or consent in connection with the Agreements, as any such Authorized Officer may deem appropriate or desirable to implement the provisions of the foregoing resolutions and the Agreements authorized and approved thereby, the execution, certification, delivery, filing and recording of such agreements, documents and instruments and the taking of such action to be the conclusive evidence of the authority therefore granted; and further

RESOLVED that other appropriate officers of the Company to be designated by the Authorized Officers are authorized to execute, or join in the execution of, agreements, documents and instruments on behalf of the Company, to attest or deliver certificates on behalf of the Company and to take such additional action on behalf of the Company as the Authorized Officers may deem appropriate or desirable, relating to any document that the Authorized Officers have been authorized to execute on behalf of the Company pursuant to the foregoing resolutions; and further

RESOLVED that the authority given hereunder is retroactive and any and all acts relating to the subject matter of the foregoing resolutions performed prior to the passage of the foregoing resolutions by any of the managers or officers of the Company are ratified, confirmed and approved in all respects; and further

RESOLVED that these resolutions may be executed in counterparts (including by facsimile and email transmissions) each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the undersigned has executed this written consent of the Company as of the date set forth above.

MANAGERS:

Name: David Bono

Name: Thomas Deedy

Name: Mel Iganti

Name: Kim Osmars

Name: Lisa Zarek

[SIGNATURE PAGE TO BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC RESOLUTIONS]