

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,"¹ and Section 9.3(b) of the Commission's rules and regulations,² 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).

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

ATTACHMENT 2

Owner/Responsible Taxpayer:	This Instrument Prepared By:	Map	G	Parcel
Brookfield Smoky Mountain	Wayne R. Kramer, Esq.			
Hydropower LLC	P. O. Box 629	Blount Co.	170	001.00
c/o Brookfield Renewable Power	Knoxville, TN 37901-0629		157	004.00
Inc.				
200 Donald Lynch Blvd., Suite 300		Monroe Co.	052	001.00
Marlborough, MA 01752			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").

*** * * W I T N E S S E T H * * ***

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 in
Record Book 2340 Pgs 1262-1283

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.

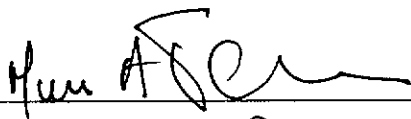
And said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, its successors and assigns, that it is lawfully seized in fee simple of the Tennessee Project Property and said Non-Project Transmission Line Corridors herein conveyed and has full power, authority 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: 

Print Name: Marc A. Pereira

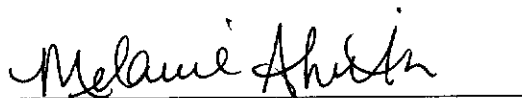
Title: Vice President

STATE OF Pennsylvania)

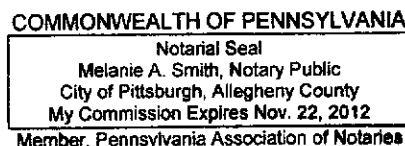
COUNTY OF Allegheny)

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



STATE OF Tennessee)

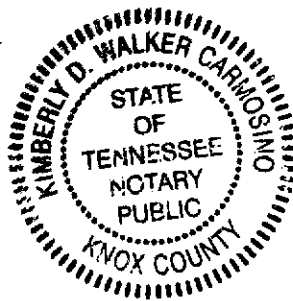
COUNTY OF Knox)

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

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

Kimberly D. Walker Carmosino
Notary Public

My Commission Expires:
9/2/14



Affiant [Signature] agent
Ray paid in Blount
County 11-19-12
JSM
Book 2340
Page 1262

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.

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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°01' 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 1,107.5' 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;

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.

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.

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

Original Grantor	Date of Instrument	Recording Volume - Page
Chas. H. Smith, Trustee et ux	1-10-1912	73 – 14
Charles H. Treat, Trustee	10-1-1907	63 – 408
George H. Sullivan	10-1-1907	63 – 453
Margaret Morrison Austin et vir	8-23-1912	78 – 317
Richard W. Austin et ux	8-23-1912	78 – 315
H. B. Lindsey, Trustee et ux	7-1-1914	76 – 86
Edward T. Sanford et al Trustees	5-18-1918	82 – 406
N. W. Lakey et ux	3-14-1917	80 – 347
W. T. Lowe et ux	3-10-1917	80 – 344
Tennessee and Carolina Southern Railway Company	6-23-1921	90 – 241
John C. Crawford, Trustee et ux	2-8-1929	104 – 51
Samuel N. McMurray, Widower	12-17-1934	114 – 198
Noah Tipton et ux et al	8-23-1929	104 – 296
Frank L. West, Clerk and Master	7-22-1929	104 – 211
Tallassee Land Company	8-31-1929	106 – 47
Porter Warner et al	8-12-1930	106 – 340
N. W. Lakey et ux	8-9-1930	106 – 363
R. Dot Wynn, Clerk and Master	3-19-1934	111 – 515
W. E. Hamilton et ux et al	10-22-1934	114 – 135
Tennessee and Carolina Southern Railway Company	11-26-1935	116 – 82
J. C. Gamble, Trustee	10-25-1939	124 – 105
R. Dot Wynn, Clerk and Master	12-15-1939	124 – 163
Aluminum Company of America	3-1-1945	142 – 222
County Board of School Supervisors for Blount County, Tennessee	9-13-1971	350 – 269
United States of America	1-14-2005	2042 – 640

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

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

Original Grantor	Date of Instrument	Recording Volume - Page
H. B. Lindsay, Trustee, et ux	6-8-1912	17 – 283
George H. Sullivan	10-1-1907	12 – 305
Maryville Lumber Company	8-1-1913	18 – 465
Maryville Lumber Company	12-31-1914	19 – 515
Maryville Lumber Company	4-12-1916	20 – 513
H. B. Lindsey, Trustee, et ux	7-1-1914	19 – 243
Babcock Lumber and Land Company	3-29-1917	21 – 596
Southern Slate Company	1-24-1923	30 – 474
Tallassee Land and Lumber Company	3-17-1920	28 – 264
Aluminum Company of America	3-1-1945	57 – 177
Southern Slate Company	1-24-1923	30 – 474
Samuel N. McMurray, Widower	12-17-1934	44 – 23
John C. Crawford, Trustee et ux	2-8-1929	38 – 221
Frank E. West, Clerk and Master	7-22-1929	38 – 517
K. L. McMurray et ux	8-29-1929	39 – 19
Tallassee Land Company	8-31-1929	39 – 16
R. Dot Wynn, Clerk and Master	3-19-1934	43 – 563
W. E. Hamilton et ux et al	10-22-1934	43 – 565
D. A. Gardner, et ux	12-18-1940	51 – 162
W. E. Hamilton	10-31-1939	49 – 422
Aluminum Company of America	2-28-1945	57 – 201

Original Grantor	Date of Instrument	Recording Volume - Page
United States of America	2-26-1957	74 – 83

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.

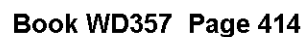
EXHIBIT B

MAP

Exhibit B

TOTAL AMOUNT	112.00
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REGISTER OF DEEDS



ATTACHMENT 3

Maximum Principal Indebtedness
for Tennessee Recording Tax
Purposes is \$ *PM*

THIS INSTRUMENT PREPARED BY:
Wayne R. Kramer, Esq.
Kramer Rayson LLP
P. O. Box 629
Knoxville, Tennessee 37901-0629
(865) 525-5134

Phyllis Lee Crisp, Register
Blount County Tennessee
Rec #: 433665
Rec'd: 855.00 Instrument #: 681024
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 11/19/2012 at 12:10 PM
Total: 857.00 in
Record Book 2340 Pgs 1335-1353

**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").

W I T N E S S E T H:

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

BK/PG: M230/73-91
12006817
STATE OF TENNESSEE, MONROE COUNTY
MILDRED ESTES
REGISTER OF DEEDS

19 PGS : AL - ASSIGNMENT	
KIM BATCH: 40386	
11/19/2012 - 04:22:08 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	95.00
DP 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 understand 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: [Signature]

Name: MARC A. PEREIRA

Title: VICE PRESIDENT

STATE OF Pennsylvania

COUNTY OF Allegheny

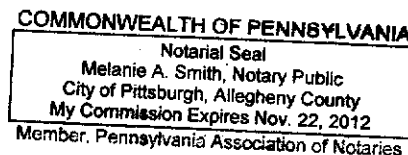
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared MARC A. PEREIRA, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the VICE PRESIDENT of ALCOA POWER GENERATING INC., the within named bargainer, 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.

[Signature]

Notary Public

My Commission Expires: Nov 22, 2012



BROOKFIELD SMOKY MOUNTAIN
HYDROPOWER LLC

By: Thomas Deedy

Name: **Thomas Deedy**
SVP, U.S. Operations

Title: _____

~~Commonwealth~~
STATE OF MASSACHUSETTS

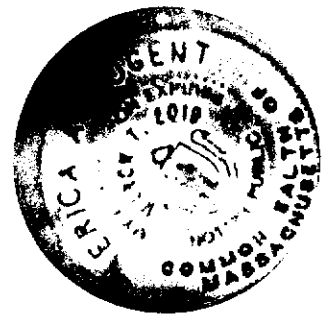
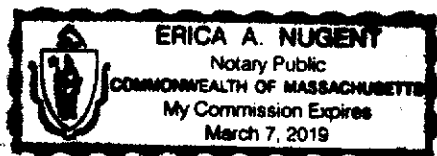
COUNTY OF MIDDLESEX)

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, US OPERATIONS of BROOKFIELD SMOKY MOUNTAIN HYDROPOWER LLC, the within named bargainer, a limited liability company, and that he/she as such SVP, US OPS, 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 US OPS.

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

Erica A Nugent
Notary Public

My Commission Expires: MARCH 7, 2019



SMOKY MOUNTAIN TRANSMISSION LLC

By: Jason Spreyer

Name: JASON SPREYER

Title: CHIEF FINANCIAL OFFICER

STATE OF TX)

COUNTY OF Webb

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Jason Spreyer, 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 bargainor, 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 Spreyer

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

Mary E. Muir
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

1. Instrument dated January 6, 1916 of record in Book C2, Page 363 in the Register's Office for Blount County, Tennessee.
2. Instrument dated September 30, 1920 of record in Book 88, Page 343 in the Register's Office for 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.
4. Instrument dated March 10, 1917 of record in Book 80, Page 344 in the Register's Office for Blount County, Tennessee.
5. Instrument dated March 19, 1917 of record in Book 80, Page 366 in the Register's Office for Blount County, Tennessee.
6. Instrument dated August 21, 1917 of record in Book 82, Page 15 in the Register's Office for Blount County, Tennessee.
7. Instrument dated December 5, 1916 of record in Book 80, Page 162 in the Register's Office for Blount County, Tennessee.
8. Instrument dated January 17, 1917 of record in Book 80, Page 242 in the Register's Office for Blount County, Tennessee.
9. Instrument dated December 22, 1916 of record in Book 80, Page 201 in the Register's Office for Blount County, Tennessee.

10. Instrument dated December 22, 1916 of record in Book 80, Page 203 in the Register's Office for Blount County, Tennessee.
11. Instrument dated December 13, 1916 of record in Book 80, Page 181 in the Register's Office for Blount County, Tennessee.
12. Instrument dated December 6, 1916 of record in Book 80, Page 167 in the Register's Office for Blount County, Tennessee.
13. Instrument dated November 27, 1916 of record in Book 80, Page 174 in the Register's Office for Blount County, Tennessee.
14. Instrument dated November 29, 1916 of record in Book 80, Page 165 in the Register's Office for Blount County, Tennessee.
15. Instrument dated December 13, 1916 of record in Book 80, Page 179 in the Register's Office for Blount County, Tennessee.
16. Instrument dated December 13, 1916 of record in Book 80, Page 184 in the Register's Office for Blount County, Tennessee.
17. Instrument dated December 14, 1916 of record in Book 80, Page 186 in the Register's Office for Blount County, Tennessee.
18. Instrument dated December 21, 1916 of record in Book 80, Page 208 in the Register's Office for Blount County, Tennessee.
19. Instrument dated December 21, 1916 of record in Book 80, Page 206 in the Register's Office for Blount County, Tennessee.
20. Instrument dated November 28, 1916 of record in Book 80, Page 159 in the Register's Office for Blount County, Tennessee.
21. Instrument dated January 17, 1917 of record in Book 80, Page 244 in the Register's Office for Blount County, Tennessee.
22. Instrument dated December 20, 1916 of record in Book 80, Page 198 in the Register's Office for Blount County, Tennessee.
23. Instrument dated November 29, 1916 of record in Book 80, Page 170 in the Register's Office for Blount County, Tennessee.
24. Instrument dated January 17, 1917 of record in Book 80, Page 237 in the Register's Office for Blount County, Tennessee.

25. Instrument dated January 18, 1917 of record in Book 80, Page 239 in the Register's Office for Blount County, Tennessee.
26. Instrument dated March 29, 1917 of record in Book 80, Page 375 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.
28. Instrument dated March 29, 1917 of record in Book 80, Page 372 in the Register's Office for Blount County, Tennessee.
29. Instrument dated November 29, 1916 of record in Book 80, Page 172 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.
32. Instrument dated September 26, 1958 of record in Book 218, Page 374 in the Register's Office for Blount County, Tennessee.
33. Instrument dated July 3, 1913 of record in Book 74, Page 447 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.
36. Instrument dated July 18, 1913 of record in Book 74, Page 445 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.

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.
45. Instrument dated November 29, 1916 of record in Book 80, Page 157 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.
48. Instrument dated February 23, 1917 of record in Book 80, Page 319 in the Register's Office for Blount County, Tennessee.
49. Instrument dated February 23, 1917 of record in Book 80, Page 312 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.
52. Instrument dated December 30, 1952 of record in Book 169, Page 487 in the Register's Office for Blount County, Tennessee.
53. Instrument dated January 12, 1953 of record in Misc. Book 12, Page 591 in the Register's Office for Blount County, Tennessee.

54. Instrument dated December 30, 1952 of record in Book 169, Page 484 in the Register's Office for Blount County, Tennessee.
55. Instrument dated December 30, 1952 of record in Book 169, Page 482 in the Register's Office for Blount County, Tennessee.
56. Instrument dated December 30, 1952 of record in Book 169, Page 490 in the Register's Office for Blount County, Tennessee.
57. Instrument dated December 2, 1955 of record in Misc. Book 14, Page 459 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.
59. Instrument dated October 26, 1954 of record in Misc. Book 15, Page 21 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.
61. Instrument dated September 5, 1956 of record in Book 200, Page 456 in the Register's Office for Blount County, Tennessee. See also Misc. Book 2, Page 432 and Misc. Book 96, Page 35 in the Register's Office for Blount County, Tennessee.
62. Instrument dated February 8, 1957 of record in Book 203, Page 120 in the Register's Office for Blount County, Tennessee.
63. Instrument dated March 28, 1957 of record in Book 204, Page 215 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.
65. Instrument dated September 26, 1958 of record in Book 218, Page 374 in the Register's Office for Blount County, Tennessee.
66. Instrument dated October 12, 1959 of record in Book 228, Page 85 in the Register's Office for Blount County, Tennessee.

67. Instrument dated August 6, 1992 of record in Misc. Book 109, Page 595 in the Register's Office for Blount County, Tennessee.
68. Instrument dated August 6, 1992 of record in Misc. Book 109, Page 602 in the Register's Office for Blount County, Tennessee.
69. Instrument dated January 16, 2001 of record in Book 185, Page 592 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.
71. Instrument dated May 23, 1930 of record in Book 106, Page 318 in the Register's Office for Blount County, Tennessee.
72. Instrument dated August 31, 1929 of record in Book 106, Page 47 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.
75. Instrument dated August 12, 1930 of record in Book 106, Page 340 in the Register's Office for Blount County, Tennessee.
76. Instrument dated November 23, 1939 of record in Book 127, Page 281 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.
81. Instrument dated November 26, 1935 of record in Book 116, Page 82 in the Register's Office for Blount County, Tennessee.

82. Instrument dated October 25, 1939 of record in Book 124, Page 105 in the Register's Office for Blount County, Tennessee.
83. Instrument dated August 8, 1961 of record in Book 243, Page 283 in the Register's Office for Blount County, Tennessee.
84. Instrument dated December 21, 1955 of record in Book 190, Page 261 in the Register's Office for Blount County, Tennessee.
85. Instrument dated October 11, 1957 of record in Book 209, Page 302 in the Register's Office for Blount County, Tennessee.
86. Instrument dated May 27, 1958 of record in Book 215, Page 129 in the Register's Office for Blount County, Tennessee.
87. Instrument dated January 4, 1960 of record in Book 229, Page 259 in the Register's Office for Blount County, Tennessee.
88. Instrument dated January 4, 1960 of record in Book 229, Page 396 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.
90. Instrument dated August 8, 1961 of record in Book 243, Page 283 in the Register's Office for Blount County, Tennessee.
91. Instrument dated March 12, 1962 of record in Book 248, Page 179 in the Register's Office for Blount County, Tennessee.
92. Instrument dated December 15, 1994 of record in Book 568, page 508 in the Register's Office for Blount County, Tennessee.
93. Instrument dated June 14, 1995 of record in Book 574, Page 691 in the Register's Office for Blount County, Tennessee.
94. Instrument dated January 13, 2005 of record in Book 2042, Page 623 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.
96. Instrument dated August 28, 2008 of record in Book 2208, Page 314 in the Register's Office for Blount County, Tennessee.

97. Instrument dated March 22, 1957 of record in Book 204, Page 287 in the Register's Office for Blount County, Tennessee.
98. Instrument dated October 11, 1957 of record in Book 209, Page 302 in the Register's Office for Blount County, Tennessee.
99. Instrument dated June 18, 1955 of record in Misc. Book 14, Page 243 in the Register's Office for Blount County, Tennessee.
100. Instrument dated September 26, 1958 of record in Book 219, Page 465 in the Register's Office for Blount County, Tennessee.
101. Instrument dated November 18, 1958 of record in Book 220, Page 424 in the Register's Office for Blount County, Tennessee.
102. Instrument dated January 6, 1959 of record in Book 221, Page 360 in the Register's Office for Blount County, Tennessee.
103. Instrument dated January 4, 1960 of record in Book 229, Page 283 in the Register's Office for Blount County, Tennessee.
104. Instrument dated September 25, 1961 of record in Book 244, Page 489 in the Register's Office for Blount County, Tennessee.
105. Instrument dated September 3, 1963 of record in Misc. Book 25, Page 347 in the Register's Office for Blount County, Tennessee.
106. Instrument dated November 15, 1962 of record in Misc. Book 23, Page 478 in the Register's Office for Blount County, Tennessee.
107. Instrument dated June 14, 1965 of record in Misc. Book 28, Page 240 in the Register's Office for Blount County, Tennessee.
108. Instrument dated March 3, 1959 of record in Book 247, Page 108 in the Register's Office for Blount County, Tennessee.
109. Instrument dated May 1, 1967 of record in Misc. Book 32, Page 37 in the Register's Office for Blount County, Tennessee.
110. Instrument dated September 6, 1967 of record in Misc. Book 32, Page 386 in the Register's Office for Blount County, Tennessee.
111. Instrument dated November 13, 1969 of record in Misc. Book 36, Page 369 in the Register's Office for Blount County, Tennessee.

112. Instrument dated March 30, 1970 of record in Misc. Book 37, Page 211 in the Register's Office for Blount County, Tennessee.
113. Instrument dated November 11, 1968 of record in Misc. Book 34, Page 481 in the Register's Office for Blount County, Tennessee.
114. Instrument dated December 7, 1981 of record in Misc. Book 63, Page 14 in the Register's Office for Blount County, Tennessee.
115. Instrument dated April 13, 1983 of record in Misc. Book 66, Page 668 in the Register's Office for Blount County, Tennessee as amended by Instrument dated December 30, 1983 of record in Misc. Book 69, Page 301 and as further amended by Instrument dated December 30, 1983 of record in Misc. Book 69, Page 305 in the Register's Office for Blount County, Tennessee.
116. Instrument dated February 29, 1984 of record in Misc. Book 69, Page 587 in the Register's Office for Blount County, Tennessee.
117. Instrument dated August 12, 1985 of record in Misc. Book 74, Page 764 in the Register's Office for Blount County, Tennessee.
118. Instrument dated February 20, 1997 of record in Misc. Book 142, Page 28 in the Register's Office for Blount County, Tennessee.
119. Instrument dated August 6, 1992 of record in Misc. Book 110, Page 6 in the Register's Office for Blount County, Tennessee.
120. Instrument dated August 6, 1992 of record in Misc. Book 110, Page 12 in the Register's Office for Blount County, Tennessee.
121. Instrument dated October 25, 1997 of record in Misc. Book 147, Page 498 in the Register's Office for Blount County, Tennessee.
122. Instrument dated August 21, 1992 of record in Misc. Book 109, Page 518 in the Register's Office for Blount County, Tennessee.
123. Instrument dated January 13, 1998 of record in Misc. Book 149, Page 576 in the Register's Office for Blount County, Tennessee.
124. Instrument dated February 20, 1998 of record in Misc. Book 151, Page 217 in the Register's Office for Blount County, Tennessee.

125. Instrument dated May 14, 1999 of record in Misc. Book 165, Page 295 in the Register's Office for Blount County, Tennessee as amended by Instrument dated October 13, 1999 of record in Misc. Book 170, Page 275 in the Register's Office for Blount County, Tennessee.
126. Instrument dated April 20, 2004 of record in Book 2006, Page 2473 in the Register's Office for Blount County, Tennessee.
127. Instrument dated November 19, 2004 of record in Book 2036, Page 874 in the Register's Office for Blount County, Tennessee.
128. Instrument dated January 13, 2005 of record in Book 2042, Page 668 in the Register's Office for Blount County, Tennessee as amended by Instrument dated May 5, 2005 of record in Book 2059, Page 2968 in the Register's Office for Blount County, Tennessee.
129. Instrument dated February 20, 2012 of record in Book 2314, Page 2742 in the Register's Office for Blount County, Tennessee.
130. Instrument dated July 24, 2001 of record in Misc. Book 192, Page 133 in the Register's Office for Blount County, Tennessee.
131. Instrument dated August 30, 2005 of record in Book 2073, Page 1172 in the Register's Office for Blount County, Tennessee.
132. Instrument dated August 30, 2005 of record in Book 2073, Page 1200 in the Register's Office for Blount County, Tennessee.
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.
135. Instrument dated August 30, 2005 of record in Book 2073, Page 1331 in the Register's Office for Blount County, Tennessee.
136. Instrument dated March 21, 1955 of record in Misc. Book 13, Page 470 in the Register's Office for Blount County, Tennessee.
137. Instrument dated June 18, 1955 of record in Misc. Book 13, Page 572 in the Register's Office for Blount County, Tennessee.

138. Instrument dated August 24, 1955 of record in Misc. Book 14, Page 231 in the Register's Office for Blount County, Tennessee.
139. Instrument dated November 3, 1955 of record in Book 180, Page 443 in the Register's Office for Blount County, Tennessee.
140. Instrument dated November 3, 1955 of record in Book 180, Page 468 in the Register's Office for Blount County, Tennessee. See also Instrument dated July 17, 2006 of record in Book 2118, Page 1993, in said Register's Office releasing and reaffirming certain of the Real Property Rights set forth in said Book 180, Page 443.
141. Instrument dated November 9, 1955 of record in Book 180, Page 487 in the Register's Office for Blount County, Tennessee.
142. Instrument dated November 12, 2012 of record in Book 2339, Page 2946 in the Register's Office for Blount County, Tennessee.

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.
3. Instrument dated December 31, 1914 of record in Book 19, Page 515 in the Register's Office for Monroe County, Tennessee.
4. Instrument dated July 1, 1914 of record in Book 19, Page 243 in the Register's Office for Monroe County, Tennessee.
5. Instrument dated June 6, 1918 of record in Book 23, Page 427 in the Register's Office for Monroe County, Tennessee.
6. Instrument dated June 6, 1918 of record in Book 23, Page 431 in the Register's Office for Monroe County, Tennessee.
7. Instrument dated August 24, 1917 of record in Book 23, Page 24 in the Register's Office for Monroe County, Tennessee.

8. Instrument dated March 1, 1945 of record in Book 57, Page 177 in the Register's Office for Monroe County, Tennessee.
9. Instrument dated August 31, 1929 of record in Book 39, Page 16 in the Register's Office for Monroe County, Tennessee.
10. Instrument dated April 16, 1930 of record in Book 39, Page 541 in the Register's Office for Monroe County, Tennessee.
11. Instrument dated October 17, 1934 of record in Book 43, Page 563 in the Register's Office for Monroe County, Tennessee.
12. Instrument dated October 22, 1934 of record in Book 43, Page 565 in the Register's Office for Monroe County, Tennessee.
13. Instrument dated November 15, 1916 of record in Book 21, Page 225 in the Register's Office for Monroe County, Tennessee.
14. Instrument dated October 17, 1934 of record in Book 121, Page 60 in the Register's Office for Monroe County, Tennessee.
15. Instrument dated October 17, 1956 of record in Misc. Book 23, Page 517 in the Register's Office for Monroe County, Tennessee.
16. Instrument dated December 20, 1955 of record in Book 72, Page 446 in the Register's Office for Monroe County, Tennessee.
17. Instrument dated January 6, 1959 of record in Book 76, Page 324 in the Register's Office for Monroe County, Tennessee.
18. Instrument dated August 30, 2005 of record in Misc. Book 165, Page 624 in the Register's Office for Monroe County, Tennessee.
19. Instrument dated August 30, 2005 of record in Misc. Book 165, Page 672 in the Register's Office for Monroe County, Tennessee.
20. Instrument dated August 28, 1908 of record in Book 331, Page 69 in the Register's Office for Monroe County, Tennessee.
21. Instrument dated December 10, 1956 of record in Book 73, Page 467 in the Register's Office for Monroe County, Tennessee.
22. Instrument dated February 28, 1945 of record in Book 57, Page 201 in the Register's Office for Monroe County, Tennessee.

ATTACHMENT 4

FILED
SWAIN COUNTY NC
DIANA WILLIAMSON KIRKLAND
REGISTER OF DEEDS

FILED Nov 19, 2012
AT 11:58:01 am
BOOK 00407
START PAGE 0272
END PAGE 0310A
INSTRUMENT # 02104

Cover Sheet

EXCISE TAX \$124,850.00

North Carolina Warranty Deed

from

AICOA Power Generating Inc (Grantor)

to

Brookfield Smoky Mountain

Hydropower LLC (Grantee)

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

BY: Derolden G. Gentry
DATE: 11-19-12

SWAIN COUNTY TAX OFFICE

Date 11-19-12
 Stamps 124850
 PIN 563500164337

Signature JW B-J

Doc ID: 000564830039 Type: CRP
 Kind: DEED
 Recorded: 11/19/2012 at 09:08:07 AM
 Fee Amt: \$378,620.00 Page 1 of 39
 Revenue Tax: \$378,498.00
 Graham County, North Carolina
 Carolyn Stewart Register of Deeds
 BK **324** PG **242-280**

NO DELINQUENCIES AS OF THIS
 DATE 11-19-12

Signature D Ledwell
 Graham County Tax Collector

(ALL TAXES DUE ON THIS PARCEL ONLY)

BK:00407 PG:0273

NC PROJECT PROPERTY

Excise Tax: \$ 378,498.00 (Graham) \$ 124,850.00 (Swain)

Parcel Identifier No. Graham - 565500000001, 562500000001, 565200020077, 565200000001
 Swain - 563500164337

Verified by _____ County on the _____ day of _____, 20____
 By: _____

Mail/Box to: BM, P.O. Drawer 2508, Winston-Salem, NC 27114-5008, Attn: AGW

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

Brief description for the Index: _____

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

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 hereinbelow;

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.

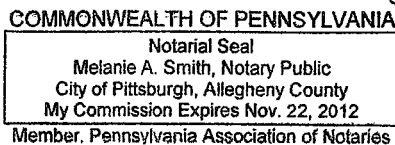
By: Marc A. PereiraPrint Name: Marc A. PereiraTitle: Vice President

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.

(seal or stamp)



Melanie A. Smith
Notary Public Official Signature

Melanie A. Smith
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';

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 southly 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°01'51" 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 1,940.9' 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 1,940.9' 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';

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 1,940.9';
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 1,940.9' 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°53' 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 1762.5';

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

Original Grantor	Date of Instrument	Recording Volume - Page
H. B. Lindsey, Trustee et ux	7-1-1914	X - 433
H. B. Lindsey, Trustee et ux	7-1-1914	X - 456
Union Power and Water Company	1913	X - 59
Western Carolina Power and Transportation Company	12-13-1913	Z - 195
The Union Development Company	12-13-1913	Z - 181
The Union Development Company	12-13-1913	Z - 193
The Union Development Company	12-13-1913	Z - 1
E. E. Debuty et ux	9-3-1913	W - 585
E. E. Debuty et ux	8-26-1914	X - 544
W. F. Mauney et ux	3-4-1914	X - 232
W. F. Mauney et ux	12-8-1913	X - 83
T. A. Morphew et al	10-20-1913	X - 33
A. N. Melton	3-20-1914	X - 272
Walter B. Wiggins	4-3-1914	X - 309
Robert Farr et ux	5-9-1914	X - 352
Clayton Farley et ux et al	4-4-1914	X - 312
J. W. Hedrick et ux	4-6-1914	X - 316
Salena Hall	7-1-1914	X - 462
J. Q. Barker et ux et al	7-28-1911	U - 557
R. L. Phillips et ux et al	8-14-1914	X - 520
G. W. Shuler et ux	8-11-1914	X - 513
J. H. Buchanan et ux et al	8-14-1914	X - 523
Y. E. A. Shepard et ux	4-4-1914	X - 305
A. C. Jordan et ux	7-18-1914	X - 466
Robert Jackson et ux et al	8-15-1914	X - 535

Original Grantor	Date of Instrument	Recording Volume - Page
R. L. Phillips et ux	8-15-1914	X - 526
F. P. Barnes et ux	9-25-1914	X - 33
J. E. Coburn et ux	2-21-1914	Z - 199
J. S. Bailey et ux	9-17-1906	R - 106
N. F. Cooper et ux	8-25-1913	W - 549
J. H. Dever et ux	9-11-1914	X - 521
Mattie Carringer, Guardian	2-8-1915	Y - 187
Mattie Carringer	2-8-1915	Y - 184
J. H. Buchanan et ux	1-29-1915	Y - 165
C. C. Deyton et ux	2-19-1915	Y - 224
J. W. Shope, Guardian	4-15-1915	X - 327
Matilda Shope et al	4-15-1915	X - 324
Callie Slaughter	5-18-1915	X - 354
W. F. Mauney et ux	1-27-1916	27 - 64
C. C. Deyton et ux	7-26-1916	27 - 342
R. H. Sherrill et ux	8-21-1916	27 - 356
Swain Development Company	10-26-1916	27 - 461
Earl P. Tatham et ux	11-11-1916	27 - 440
W. H. Collins et ux	12-8-1916	27 - 503
Josiah Phillips et ux	12-9-1916	27 - 510
John Ayers et ux et al	12-9-1916	27 - 506
W. B. Gibson et ux	1-18-1917	27 - 557
Lillie Moody	2-16-1917	27 - 595
Grover Carver et al	3-23-1917	28 - 54
Charles Dehart et ux	3-27-1917	28 - 48
Babcock Lumber and Land Company	3-29-1917	28 - 71
W. M. Carver, Widower	4-13-1917	28 - 88
W. M Carver, Widower et al	4-13-1917	28 - 84
W. P. Rose et ux et al	5-12-1917	28 - 125
A. J. Carringer et ux	5-22-1917	28 - 134
S. J. Cardin et ux et al	6-13-1917	28 - 336
W. F. Mauney et ux	6-27-1917	28 - 333
George Denton et ux et al	8-5-1917	28 - 430
Jacob Lovin et ux	8-13-1917	28 - 391
Samuel Queen et ux	8-13-1917	28 - 388

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W. F. Mauney et ux	8-25-1917	28 - 399
C. F. Denton, Guardian, Commissioner	9-8-1917	28 - 433
Whiting Manufacturing Company	10-5-1917	28 - 440
Samuel Queen, Guardian	10-30-1917	28 - 436
R. B. Slaughter et ux	11-2-1917	29 - 1
W. F. Mauney et ux	11-6-1917	28 - 478
B. P. Grant et ux	1-1-1917	28 - 516
S. Cleveland Rogers et ux	8-30-1918	29 - 144
Whiting Manufacturing Company	11-26-1917	29 - 15
R. B. Slaughter et ux	10-31-1918	29 - 192
Lee Gregory et ux et al	September 1918	29 - 392
Lee Gregory, Guardian	4-29-1919	29 - 385
John H. Deaver et ux	10-30-1919	29 - 567
J. E. Coburn et ux	11-22-1919	30 - 14
W. F. Mauney et ux	12-1-1919	30 - 54
W. B. Wiggins	12-1-1919	30 - 57
J. W. Adams et ux	12-4-1917	30 - 63
John R. Davis et al	12-13-1919	30 - 86
Thomas B. Carver et ux	12-15-1919	30 - 83
John Rickman et ux	12-20-1919	30 - 95
J. D. Brooks et ux	1-13-1920	30 - 115
R. L. Phillips et ux	2-2-1920	30 - 185
Riley Orr et ux	March 1920	30 - 276
W. F. Mauney et ux	3-3-1920	30 - 205
John Orr et ux	3-6-1920	30 - 220
G. W. Shuler et ux	3-9-1920	30 - 233
Mechanics Bank and Trust Company	3-17-1920	30 - 293
Riley Anderson et ux	3-29-1920	30 - 303
T. B. Carver et ux	4-30-1920	30 - 368
J.E. Lance et ux et al	8-20-1920	30 - 508
Z. V. Cooper	8-28-1920	30 - 519
T. L. Holland et ux	8-28-1920	30 - 521
S. L. Holland	9-30-1920	30 - 590
J. E. Coburn et ux	11-18-1920	31 - 15

Original Grantor	Date of Instrument	Recording Volume - Page
G. E. Crowell et ux	January 1923	32 - 177
J. B. Orr et ux	3-26-1923	32 - 207
Joel C. Sawyer et ux et al	2-5-1924	32 - 500
Whiting Manufacturing Company	3-4-1924	33 - 109
T. L. Holland et ux	3-28-1924	32 - 551
P. H. Collins et ux	4-4-1924	33 - 1
County Board of Education of Graham County	4-7-1924	33 - 4
Albert Jordan et al	4-17-1924	33 - 31
G. W. Shuler et ux	4-19-1924	33 - 40
Martha Ann Phillips	4-19-1924	33 - 37
W. R. Phillips et ux	4-26-1924	33 - 64
W. B. Gibson et ux et al	5-3-1924	33 - 81
W. F. Mauney	5-28-1924	33 - 135
T. M. Jenkins et ux	6-5-1924	33 - 161
J. B. Cory et ux	6-5-1924	33 - 165
N. E. Millsaps et ux	6-6-1924	33 - 173
D. V. Carringer	6-11-1924	33 - 169
P. L. Threlkeld et ux et al	6-14-1924	33 - 206
H. F. Lovin et ux	6-17-1924	33 - 213
The Eastern Band of Cherokee Indians	6-25-1924	33 - 279
D. V. Carringer et al	6-30-1924	33 - 217
Mary Carringer, Guardian et al	7-15-1924	33 - 247
J. W. Adams et ux	7-23-1924	33 - 254
Abija J. Orr, Jr. et ux	7-28-1924	33 - 289
C. M. Hill et ux	8-5-1924	33 - 332
J. M. Owens et ux	11-13-1924	33 - 487
John Ayers et ux	11-18-1924	33 - 491
J. W. Shope et ux	11-24-1924	33 - 495
Harve Gregory et ux et al	12-5-1924	34 - 54
William F. Ayers et ux	12-9-1924	34 - 48
J. F. Shuler et ux	1-10-1925	34 - 83
H. L. Gregory, Guardian and Commissioner	1-24-1925	34 - 103
W. N. Crisp et ux	2-21-1925	34 - 124
Kitchen Lumber Company	3-6-1925	34 - 137
D. W. Swan et ux	4-15-1925	34 - 196

Original Grantor	Date of Instrument	Recording Volume - Page
R. B. Slaughter et ux	12-21-1925	34 - 423
John Orr et ux et al	1-19-1926	34 - 461
Adalade A. Brooks	11-9-1926	35 - 358
James M. Carver et ux	1-21-1927	35 - 433
N. E. Millsaps et ux	2-4-1927	35 - 451
E. L. Myers et ux	6-22-1927	35 - 634
James H. Buchanan et ux	7-7-1927	36 - 88
W. C. Collins et ux	7-18-1927	36 - 121
Abija J. Orr, Jr. et ux	8-17-1927	35 - 664
J. D. Orr et ux	8-18-1927	36 - 152
James M. Carver et ux	August 1927	36 - 160
Jesse Carver et ux	9-7-1927	36 - 197
Thomas B. Carver et ux	9-9-1927	36 - 200
Benjamin Stewart et ux	9-21-1927	36 - 216
Charlie Carver et ux	9-21-1927	36 - 219
S. S. Deyton et ux	September 1927	36 - 225
John A. Tatham et al	10-15-1927	36 - 272
Robert Carver et ux et al	10-17-1927	36 - 263
T. J. Cooper, Executor	10-29-1927	36 - 306
Earnest Cooper et ux et al	11-2-1927	36 - 358
W. P. Orr et ux	1-5-1928	36 - 375
Thomas B. Carver, Executor	9-22-1927	37 - 103
J. K. Rich et ux	6-7-1928	36 - 556
Quince Colvard et al	September 1928	37 - 105
N. E. Millsaps et ux et al	3-19-1929	37 - 172
G. W. Shuler et ux	3-20-1929	37 - 175
W. C. Collins et ux	3-20-1929	37 - 173
H. B. Orr et ux	3-22-1929	37 - 179
Vista Millsaps et vir	3-24-1929	37 - 182
James R. Thomas et ux et al	5-11-1929	37 - 407
The County Board of Education of Graham County	10-7-1929	37 - 507
J. W. Shope et ux	2-21-1930	38 - 82
Nellie Metz et vir	11-13-1930	38 - 382

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Jarrett Wauchecha et al	January 1932	39 – 142
James Davis et ux	5-21-1932	39 – 238
Dan Gladden et ux	6-28-1932	39 – 260
Hattie Calhoun et al	October 1928	42 – 302
Nath Burchfield	6-19-1932	39 – 405
C. Z. Denton et ux	7-25-1932	39 – 337
John Queen et ux	July 1932	39 – 280
Bartley Millsaps	8-31-1932	39 – 329
Alfred Floyd Prince et ux et al	December 1932	39 – 426
T. A. Morphew	2-25-1933	39 – 459
R. L. Phillips et ux	3-31-1933	39 – 504
Alfred Floyd Prince et ux et al	4-15-1933	39 – 495
Andrew Gennett et ux et al	4-23-1934	40 – 123
Andrew Gennett et ux et al	4-23-1934	40 – 128
Angie Lawson et vir	12-3-1934	40 – 256
United States of America et al	10-4-1938	42 – 480
United States of America et al	11-9-1938	42 – 545
Jarrett Wachecha et ux et al	9-10-1939	43 – 138
W. J. Carringer, Guardian and Commissioner	10-4-1939	43 – 141
O. L. Baker et ux	1-19-1940	42 – 253
Ida S. Millsaps	12-20-1963	63 – 25
William J. McNamara, et ux	9-29-1992	150 – 516
Loy Strawn et ux	6-25-2004	244 – 239
Alcoa Power Generating Inc.	8-28-2008	295 – 88

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

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

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.

EXHIBIT B

MAPS

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

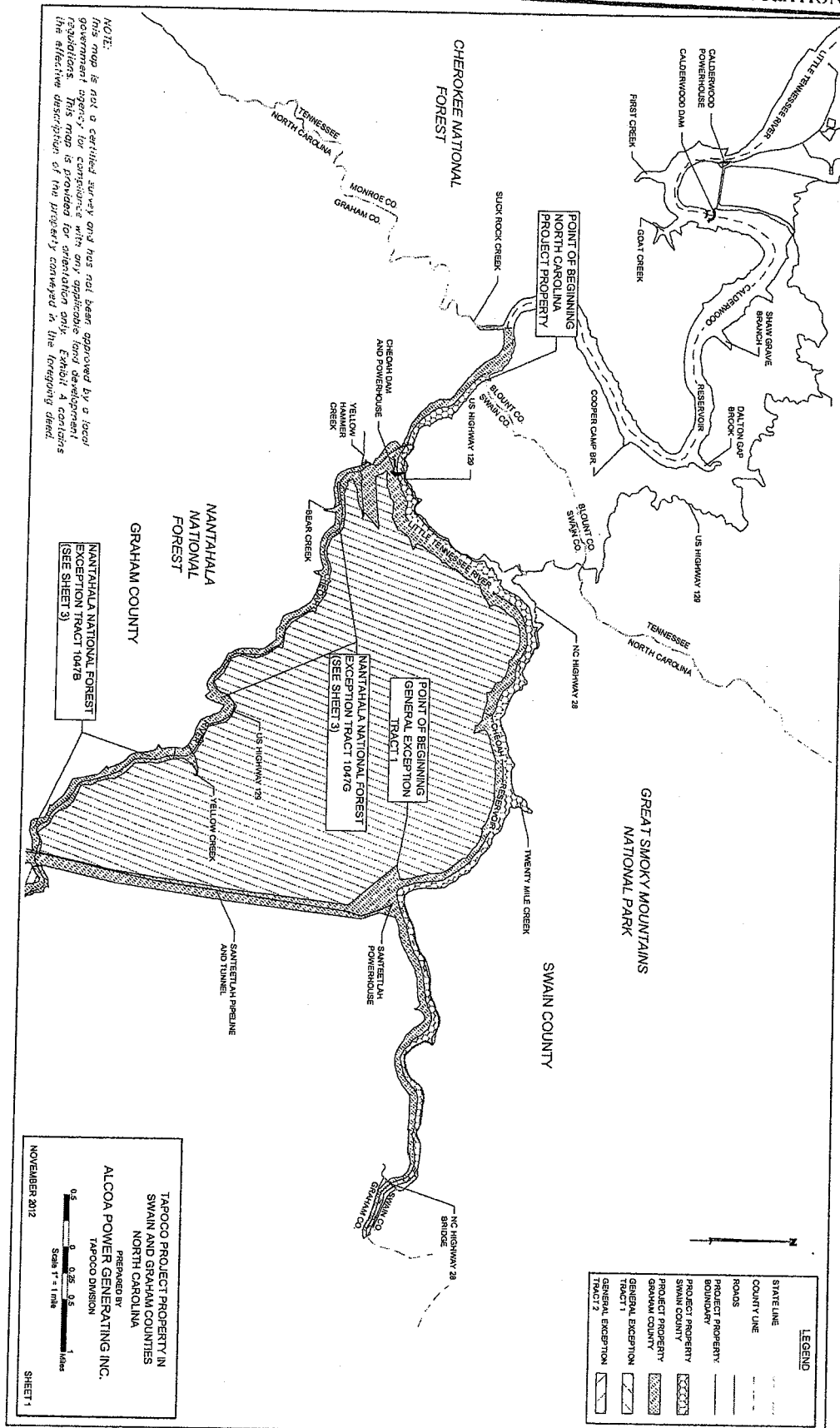


Exhibit B

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

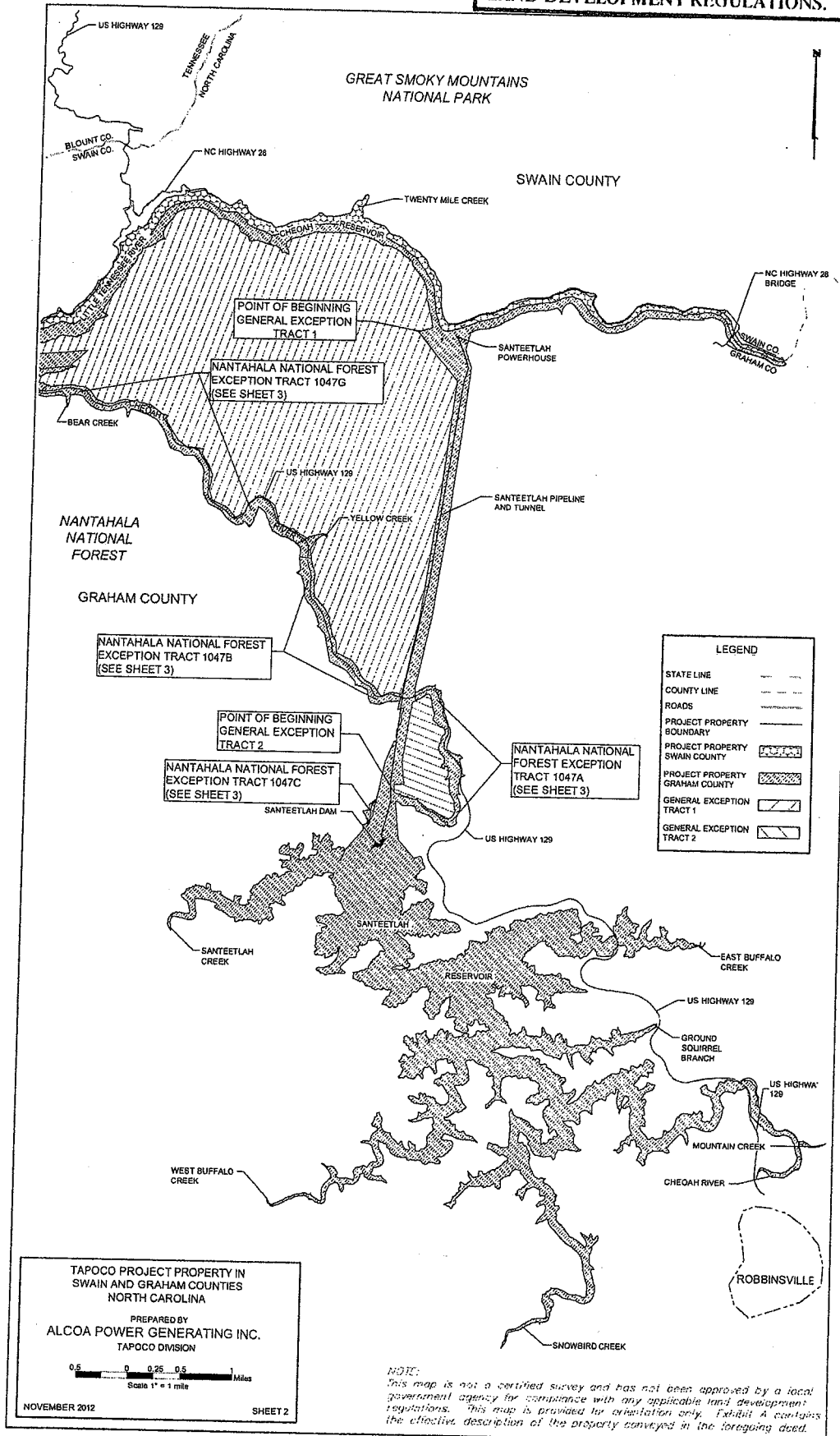


Exhibit B

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

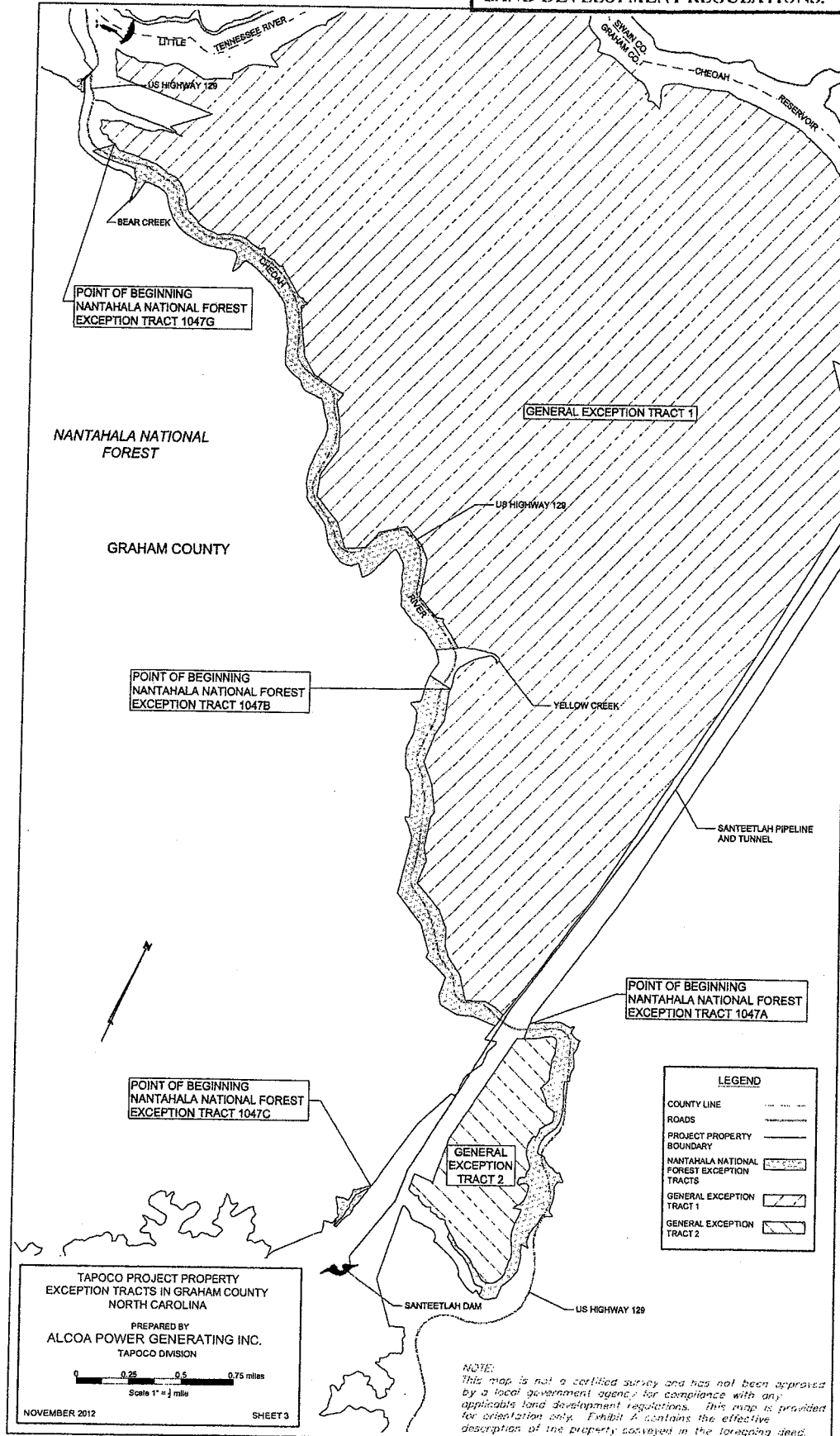


Exhibit B

ATTACHMENT 5

BK:00407 PG:0335

Doc ID: 000564860014 Type: CRP
Kind: ASSIGNMENT
Recorded: 11/19/2012 at 09:25:54 AM
Fee Amt: \$26.00 Page 1 of 14
Graham County, North Carolina
Carolyn Stewart Register of Deeds
BK **324** PG **315-328**

FILED
SWAIN COUNTY NC
DIANA WILLIAMSON KIRKLAND
REGISTER OF DEEDS

FILED Nov 19, 2012
AT 12:00:40 pm
BOOK 00407
START PAGE 0335
END PAGE 0348
INSTRUMENT # 02106

EXCISE TAX (None)

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: BTM, PO Drawer 25008, Winston-Salem, NC 27114-5008
ATTN: AGW

**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 understand the terms and provisions hereof and have executed this Assignment as of the day and year first above written.

[Signature Pages to Follow]

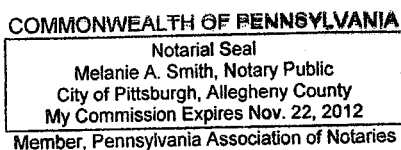
ALCOA POWER GENERATING INC.

By: Marc A. Pereira
 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.



(seal or stamp)

My Commission Expires: Nov 22, 2012

Melanie A. Smith
 Notary Public Official Signature
Melanie A. Smith
 Notary Printed or Typed Name

**BROOKFIELD SMOKY MOUNTAIN
HYDROPOWER LLC**

By: *Thomas Deedy*

Name: **Thomas Deedy**
SVP, U.S. Operations

Title: _____

COMMONWEALTH
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.

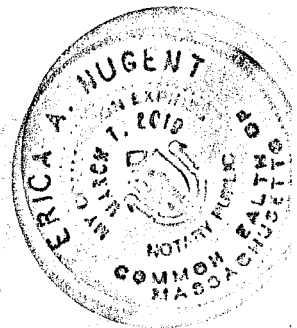
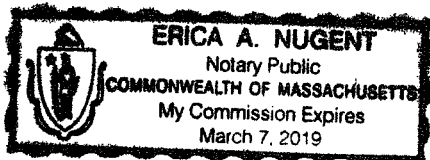
Witness my hand and official stamp or seal, this the 13th day of November in the year 2012.

Erica A Nugent
Notary Public Official Signature

(seal or stamp)

ERICA A. NUGENT
Notary Printed or Typed Name

My Commission Expires: MARCH 7, 2019



SMOKY MOUNTAIN TRANSMISSION LLC

By: Jason Spreyer

Name: JASON SPREYER

Title: CHIEF FINANCIAL OFFICER

STATE OF TX
COUNTY OF Woback

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.



Mary E. Muir
Notary Public Official Signature

Mary E. Muir
Notary Printed or Typed Name

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**

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.
2. Instrument dated _____, 1913 of record in Book X, Page 59 in the Graham County, North Carolina Registry.
3. Instrument dated December 13, 1913 of record in Book Z, Page 195 in the Graham County, North Carolina Registry.
4. Instrument dated December 10, 1942 of record in Book 66, Page 285 in the Graham County, North Carolina Registry.
5. Instrument dated December 13, 1913 of record in Book Z, Page 193 in the Graham County, North Carolina Registry.
6. Instrument dated June 6, 1927 of record in Book 36, Page 106 in the Graham County, North Carolina Registry.
7. Instrument dated March 22, 1944 of record in Book 47, Page 273 in the Graham County, North Carolina Registry.
8. Instrument dated January 31, 1930 of record in Book 38, Page 155 in the Graham County, North Carolina Registry.

9. Instrument dated September 2, 1927 of record in Book 36, Page 227 in the Graham County, North Carolina Registry.
10. Instrument dated January 13, 1940 of record in Book 43, Page 257 in the Graham County, North Carolina Registry.
11. Instrument dated July 31, 1936 of record in Book 41, Page 344 in the Graham County, North Carolina Registry.
12. Instrument dated October 26, 1916 of record in Book 27, Page 461 in the Graham County, North Carolina Registry.
13. Instrument dated December 10, 1942 of record in Book 45, Page 266 in the Graham County, North Carolina Registry.
14. Instrument dated December 1, 1919 of record in Book 30, Page 54 in the Graham County, North Carolina Registry.
15. Instrument dated April 15, 1930 of record in Book 39, Page 85 in the Graham County, North Carolina Registry.
16. Instrument dated December 1, 1919 of record in Book M3, Page 422 in the Graham County, North Carolina Registry.
17. Instrument dated September 8, 1930 of record in Book 39, Page 516 in the Graham County, North Carolina Registry.
18. Instrument dated November 14, 1924 of record in Book 33, Page 500 in the Graham County, North Carolina Registry.
19. Instrument dated June 11, 1924 of record in Book 33, Page 169 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.
21. Instrument dated March 20, 1929 of record in Book 37, Page 175 in the Graham County, North Carolina Registry.
22. Instrument dated May 11, 1929 of record in Book 37, Page 407 in the Graham County, North Carolina Registry.
23. Instrument dated June 19, 1932 of record in Book 39, Page 405 in the Graham County, North Carolina Registry.

24. Instrument dated July ____, 1932 of record in Book 39, Page 280 in the Graham County, North Carolina Registry.
25. Instrument dated March ____, 1934 of record in Book 40, Page 252 in the Graham County, North Carolina Registry.
26. Instrument dated October 4, 1938 of record in Book 42, Page 480 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.
28. Instrument dated May 8, 1939 of record in Book 43, Page 48 in the Graham County, North Carolina Registry.
29. Instrument dated January 19, 1940 of record in Book 43, Page 253 in the Graham County, North Carolina Registry.
30. Instrument dated April 19, 1944 of record in Book 47, Page 336 in the Graham County, North Carolina Registry.
31. Instrument dated July 1, 1955 of record in Book 56, Page 436 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.
34. Instrument dated January 31, 1930 of record in Book 38, Page 144 in the Graham County, North Carolina Registry.
35. Instrument dated December 10, 1962 of record in Book 62, Page 373 in the Graham County, North Carolina Registry.
36. Instrument dated May 20, 1991 of record in Book 144, Page 595 in the Graham County, North Carolina Registry.
37. Instrument dated September 29, 1992 of record in Book 150, Page 516 in the Graham County, North Carolina Registry.
38. Instrument dated February 1, 1996 of record in Book 170, Page 713 in the Graham County, North Carolina Registry.

39. Instrument dated April 14, 1997 of record in Book 178, Page 451 in the Graham County, North Carolina Registry.
40. Instrument dated August 23, 2008 of record in Book 295, Page 82 in the Graham County, North Carolina Registry.
41. Instrument dated August 28, 2008 of record in Book 295, Page 88 in the Graham County, North Carolina Registry.
42. Instrument dated February 1, 1996 of record in Book 170, Page 707 in the Graham County, North Carolina Registry.
43. Instrument dated November 27, 1996 of record in Book 175, Page 374 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.
45. Instrument dated October 16, 1998 of record in Book 187, Page 413 in the Graham County, North Carolina Registry.
46. Instrument dated January 24, 2006 of record in Book 265, Page 111 in the Graham County, North Carolina Registry.
47. Instrument dated February 14, 2008 of record in Book 289, Page 576 in the Graham County, North Carolina Registry.
48. Instrument dated July 10, 2009 of record in Book 302, Page 350 in the Graham County, North Carolina Registry.
49. Instrument dated September 24, 1958 of record in Book 58, Page 619 in the Graham County, North Carolina Registry.
50. Instrument dated November 13, 1958 of record in Book 59, Page 13 in the Graham County, North Carolina Registry.
51. Instrument dated December 22, 1958 of record in Book 59, Page 62 in the Graham County, North Carolina Registry.
52. Instrument dated December 12, 1958 of record in Book 59, Page 71 in the Graham County, North Carolina Registry.
53. Instrument dated May 1, 1961 of record in Book 60, Page 506 in the Graham County, North Carolina Registry.

54. Instrument dated February 7, 1962 of record in Book 62, Page 456 in the Graham County, North Carolina Registry.
55. Instrument dated April 22, 1963 of record in Book 62, Page 478 in the Graham County, North Carolina Registry.
56. Instrument dated April 18, 1963 of record in Book 62, Page 513 in the Graham County, North Carolina Registry.
57. Instrument dated December 9, 1963 of record in Book 63, Page 101 in the Graham County, North Carolina Registry.
58. Instrument dated September 18, 1964 of record in Book 64, Page 371 in the Graham County, North Carolina Registry.
59. Instrument dated May 3, 1966 of record in Mortgages/Deeds of Trust Book 17, Page 555 in the Graham County, North Carolina Registry.
60. Instrument dated January 12, 1968 of record in Book 67, Page 285 in the Graham County, North Carolina Registry.
61. Instrument dated September 9, 1976 of record in Book 91, Page 1 in the Graham County, North Carolina Registry.
62. Instrument dated April 5, 1982 of record in Book 106, Page 65 in the Graham County, North Carolina Registry.
63. Instrument dated April 14, 1997 of record in Book 178, Page 451 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.
65. Instrument dated June 19, 1997 of record in Book 178, Page 622 in the Graham County, North Carolina Registry.
66. Instrument dated August 30, 2005 of record in Book 258, Page 653 in the Graham County, North Carolina Registry as amended by Instrument dated February 3, 2006 of record in Book 266, Page 583 in the Graham County, North Carolina Registry and by Instrument executed by Assignor on October 19, 2012, of record in Book 324, Page 69 in the Graham County, North Carolina Registry.

67. Instrument dated August 28, 2008 of record in Book 295, Page 248 in the Graham County, North Carolina Registry.
68. Instrument dated October 23, 2008 of record in Book 296, Page 348 in the Graham County, North Carolina Registry.
69. Instrument dated October 23, 2008 of record in Book 296, Page 351 in the Graham County, North Carolina Registry.
70. Instrument dated May 5, 1943 of record in Book 45, Page 624 in the Graham County, North Carolina Registry.
71. Instrument dated August 31, 1954 of record in Book 56, Page 296 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.
2. Instrument dated _____, 1913 of record in Book 40, Page 148 in the Swain County, North Carolina Registry.
3. Instrument dated December 13, 1943 of record in Book 68, Page 270 in the Swain County, North Carolina Registry.
4. Instrument dated December 10, 1942 of record in Book 66, Page 285 in the Swain County, North Carolina Registry.
5. Instrument dated October 26, 1916 of record in Book 44, Page 8 in the Swain County, North Carolina Registry.
6. Instrument dated June 23, 1921 of record in Book 49, Page 278 in the Swain County, North Carolina Registry.
7. Instrument dated May 11, 1929 of record in Book 56, Page 253 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.
9. Instrument dated July 1, 1955 of record in Book 78, Page 12 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.
11. Instrument dated September 26, 1958 of record in Book 80, Page 54 in the Swain County, North Carolina Registry.
12. Instrument dated November 13, 1958 of record in Right-of-way Book 1, Page 345 in the Swain County, North Carolina Registry.
13. Instrument dated December 12, 1958 of record in Book 80, Page 90 in the Swain County, North Carolina Registry.
14. Instrument dated December 17, 1963 of record in Book 85, Page 329 in the Swain County, North Carolina Registry.
15. Instrument dated September 9, 1976 of record in Book 114, Page 263 in the Swain County, North Carolina Registry.
16. Instrument dated October 25, 1997 of record in Book 210, Page 134 in the Swain County, North Carolina Registry.
17. Instrument dated January 7, 2008 of record in Book 356, Page 337 in the Swain County, North Carolina Registry.
18. Instrument dated August 30, 2005 of record in Book 312, Page 956 in the Swain County, North Carolina Registry as amended by instrument dated February 3, 2006 of record in Book 324, Page 893 in the Swain County, North Carolina Registry and by Instrument.
19. Instrument dated May 5, 1943 of record in Book 66, Page 451 in the Swain County, North Carolina Registry.
20. Instrument dated August 31, 1954 of record in Right of Way Book 1, Page 165 in the Swain County, North Carolina Registry.

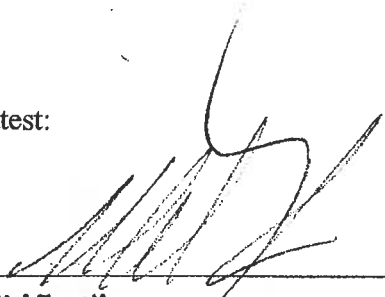
ATTACHMENT 6

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


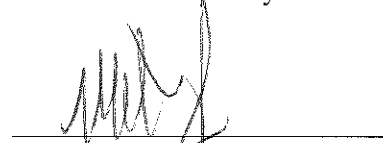

RESOLVED that the authority given hereunder is retroactive and any and all acts relating to the subject matter of the foregoing resolutions performed prior to the passage of the foregoing resolutions by any of the managers or officers of the Company are ratified, confirmed and approved in all respects;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