

THIS INDENTURE and DEED OF SALE entered
into this day:

BY AND BETWEEN:-

SOUTHERN CANADA POWER COMPANY LIMITED, a body
corporate and politic having its head office and prin-
cipal place of business in the City and District of
Montreal, herein acting and represented by Joseph
Alphonse Pagé, its President, and Victor John Nixon,
its Secretary, duly authorized in virtue of two
resolutions passed by its Board of Directors on the
23rd day of May, 1952, and the 25th day of March, 1960,
respectively, certified copies of which are annexed
to the original hereof, hereinafter called the

VENDOR,

-AND-

CORPORATION OF THE VILLAGE OF NORTH HATLEY,
acting and represented by Clifford J. Reed, Mayor, and
B.J.V. Hopcraft, its Secretary-Treasurer, hereunto duly
authorized in virtue of a resolution passed on the
second day of May, 1960, certified copy of which is
annexed to the original hereof, and

CORPORATION OF THE VILLAGE OF AYER'S CLIFF,
acting and represented by G.A. Mosher, its Mayor, and
C.L. Tyler, its Secretary-Treasurer, hereunto duly
authorized in virtue of a resolution passed on the
second day of May, 1960, certified copy of which is
annexed to the original hereof, hereinafter called the
PURCHASERS

No. 69249
Registered the

AUG 26 1960

19

at _____

M.

Registrat



1046666993

WHEREAS the Vendor is the owner of certain immovable property comprising control works and dam, located on the Massawippi River near the outlet of Lake Massawippi; and

WHEREAS such property, control works and dam, are no longer necessary for the vendor's business and undertaking; and

WHEREAS the Purchasers are vitally concerned in maintaining control of the waters of Lake Massawippi at as uniform a level as possible in its own interest and those of the communities and riparian proprietors surrounding the said Lake.

NOW THEREFORE THESE PRESENTS WITNESSETH:

The Vendor hereby sells, conveys and makes over with immediate possession, but without warranty as to exact measurements or title, unto the Purchasers, hereby accepting, the following immovable property in its present condition, the Purchasers declaring themselves to be satisfied therewith, to wit:

DESCRIPTION:

Those certain tracts or parcels of land situated and being in the Township of Hatley, in the County of Stanstead, known and distinguished as follows:

Firstly: Part of the lot number Five hundred and seventy-seven (part of No. 577) on the Cadastral Plan

and in the Book of Reference for the said Township of Hatley, described as follows, to wit: commencing at a stake planted at the west bank of the Massawippi River, at a distance of fifty-eight links northerly from the parcel of land firstly described in that certain deed of sale from Wilder Reed to Wesley W. Reed, dated and executed before witnesses, the sixteenth day of January, 1889, and registered in Stanstead Division Registry Office in Register B., Vol. 33rd, under Number 2965; thence running easterly parallel to the north line of said lot seventy-six links; thence deflecting seventy-one degrees and twenty minutes to the left, six chains and twenty-five links; thence deflecting seventy-one degrees and twenty minutes to the left one chain and forty-seven links to a stake planted at the east bank of said river; thence southerly along said east bank of said river, to the place of beginning and containing three-fourths of one acre, more or less.

It is understood and agreed that the westerly limit of the land hereinabove described shall extend as far westerly in the Massawippi River as the point where the angle in the Mill dam occurs being about midway of the channel, and to run in either direction from said angle parallel to the channel of the river, and all rights of flowing the lot number twenty-four in the Third Range of Hatley mentioned and expressed in said above referred to deed of sale, and of maintaining the Mill dam at the height mentioned in said

deed, which rights are also conveyed.

Secondly:- Another part of the said lot number Five hundred and seventy-seven (part of No.577) on the said Cadastral Plan and in the Book of Reference for the said Township of Hatley, County of Stanstead, described as follows, to wit: Commencing at the north-easterly corner of the land firstly above described; thence extending northerly in a straight line, being a prolongation of the easterly line of the said land firstly above described, to the south-easterly corner of the land firstly described in the Deed of Sale from Wilder Reed to George H.Reed, dated and passed before George E.Borlace, Notary Public, the twenty-seventh day of September, 1899, and registered in the said Registry Office under No.4638, Reg.B.Vol.42, page 101 et seq., thence westerly along the southerly line of the said land of the said George H.Reed, to the easterly bank of the Massawippi River; thence southerly along the said easterly bank of the said river to the north westerly corner of the parcel of land firstly above described and thence easterly along the northerly line of the said land firstly above described to the place of beginning, and containing all the land within the said boundaries, be the same more or less.

Thirdly: Another portion of said lot five hundred and seventy-seven (part of No.577) on said Cadastral Plan and Book of Reference for the Township of Hatley, County of Stanstead, bounded on the easterly side by

a road leading to the property of Wilder Reed, on the westerly side by the Massawippi River, towards the north by land belonging to Philo S.Tait or representatives and towards the south by the Saw Mill lot of Thomas V.Reed, being a strip of land two hundred and forty (240) feet long by the depth there may be between said road leading to the property of Wilder Reed and the river.

Together with the control machinery, dam and other structures erected on the above described properties.

The whole as shown outlined in red on Plan No. 4-l-147, dated May 3rd, 1930, Jos.O.C.Mignault, Q.E.S., which plan is attached hereto to form part hereof.

CONDITIONS:

This sale is thus made subject to the following conditions which the purchasers agree to respect, that is to say:-

- (1) The Vendor shall not be called upon to furnish title deeds or certificates of search, other than to give communication, on demand, of those which it may have in its possession.
- (2) The Vendor shall not be called upon to contribute to the fencing, drainage or bornage of the said sold land.
- (3) The Purchasers shall pay the cost of this deed, the Main-Levée, and their registration and copies

for the Vendor.

(4) It is hereby understood and agreed that no water power rights for the purpose of generating electricity are being conveyed to the Purchasers; and the Purchasers undertake as well for their successors, heirs and assigns, as for themselves, not to build or erect on the hereby sold property any construction of whatsoever kind or nature for the purpose of generating power.

(5) The Purchasers shall undertake responsibility for any claims or damages of whatsoever kind or nature arising from the property hereby conveyed as from this date.

PRICE

This sale is thus made for the price and sum of One Dollar (\$1.00) which the Vendor acknowledges to have received from the Purchasers, whereof quit.

INTERVENTION

TO THESE PRESENTS CAME AND INTERVENED:

MONTREAL TRUST COMPANY, a body politic, duly incorporated and having its head office and principal place of business in the City and District of Montreal, Province of Quebec, herein acting and represented by C. W. Fraser, Supervisor, Corporate Trusts and Bond Dept. and H. W. Roffey, Manager, Corporate Trusts Division duly authorized by and in virtue of By-law No. XII of

said Company and a Resolution of the Executive Committee of the Board of Directors of said Company passed at a meeting thereof duly called and held on the sixteenth day of June 1959, certified copies of which By-law and Resolution are annexed to the original hereof; herein acting in its quality as Trustee under and in virtue of a certain Deed of Trust executed in its favour by the Vendor on the 1st day of April, 1937, before Mtre Walter A. Moisan, N.P. and registered in the Stanstead County Registry Office on the 30th day of March, 1937, under Number 5, Vol. 1, of Trust Deeds.

Which said Intervenant at the request of the said Purchasers frees and discharges the property described in the present deed, being part of Lot Number Five hundred and seventy-seven (pt. 577) on the Official Cadastral Plan and Book of Reference for the Township of Hatley, from the hypothecary registration created by and in virtue of the said Deed of Trust and Hypothec registered as aforesaid under number 5 of Trust Deeds, and requests the Registrar for the Stanstead County Registry Office to make all entries required under the circumstances to effect such radiation.

The present main-levée and discharge is thus made without novation nor prejudice to the hypothec established in favour of the said Intervenants on other properties described in and affected

-8-

by the said Deed of Trust.

IN WITNESS WHEREOF the parties have executed these presents, the Vendor and the Intervenant at the City of Montreal aforesaid on the second day of June 1960, and the Purchasers at the Villages of North Hatley and Ayer's Cliff aforesaid respectively on the 28th day of July, 1960, in the presence of the subsisting witnesses.

WITNESSES as to the execution by Vendor and Intervenant, respectively:

E. L. Rattie

W. Bradley

J. Wilson

SOUTHERN CANADA POWER COMPANY LIMITED:

PRESIDENT

SECRETARY

MONTRÉAL TRUST COMPANY:

C. W. Fraser, Supervisor, Corporate Trusts and Bond Dept.

H. W. Roffey, Manager, Corporate Trusts Division

WITNESSES as to the execution by Purchasers:

me Tylee

W. Bradley

CORPORATION OF THE VILLAGE OF NORTH HATLEY:

MAYOR

SECRETARY-TREASURER

CORPORATION OF THE VILLAGE OF AYER'S CLIFF:

MAYOR

SECRETARY-TREASURER

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL.

AFFIDAVIT OF EXECUTION

I, the undersigned, WESLEY HYNDHAM BRADLEY, Advocate and Queen's Counsel, residing at No. 6 Belfrage Road, in the City of Westmount, in the District of Montreal, being duly sworn do depose and say:-

1. That I am one of the subscribing witnesses to the foregoing Deed of Sale whereby Southern Canada Power Company Limited sold the parcel of land therein described to the Corporation of the Village of North Hatley and Corporation of the Village of Ayer's Cliff, the Montreal Trust Company intervening;

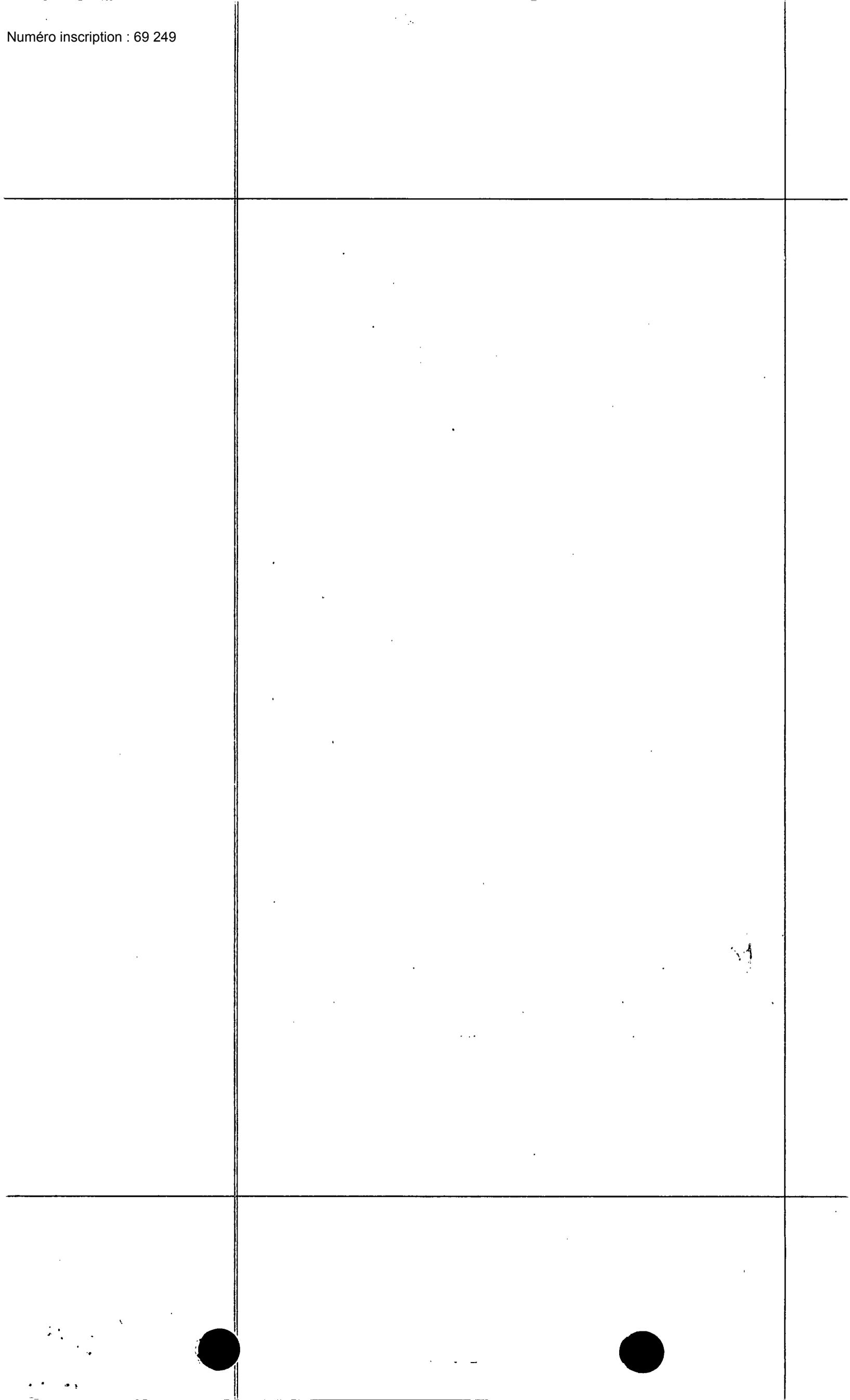
2. That the said Deed of Sale was executed by or on behalf of the several parties in my presence and in that of the other subscribing witnesses;

3. That I have personal knowledge that the consideration referred to in the said deed was in fact paid by the Vendor to the Intervenant in accordance with the provisions of the Trust Deed therein referred to.

AND I HAVE SIGNED.

Sworn before me at
the City of Montreal
this second
day of June, 1960.

Wesley Bradley
A Commissioner of the Superior
Court for the District of
Montreal.



SOUTHERN CANADA POWER COMPANY LIMITED.

EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
SOUTHERN CANADA POWER COMPANY, LIMITED DULY CALLED AND HELD
AT MONTREAL, QUE., ON THE 23RD DAY OF MAY, 1952.

"RESOLVED:

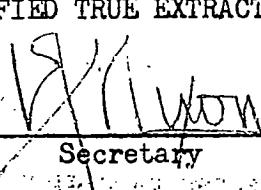
That any two members of the Real Estate Committee
are hereby authorized, empowered and appointed to do all
and/or any of the following things:

- (a) To sell, exchange, let or lease any of the premises
or properties, moveable or immovable, of the Company;
- (b) To purchase, exchange, lease or otherwise acquire for
the Company any property, rights or privileges which
the Company is authorized to acquire;
- (c) To acquire or accept for and on behalf of the Company
rights or hypothec, mortgage, pledge, charge or lien
on any property, moveable or immovable;
- (d) To grant receipts, releases, discharges or mainlevees,
with or without consideration;
- (e) To sign a deed or deeds, or any other documents, for
and in the name of and on behalf of this Company to
effect or implement any of the above transactions;
- (f) To pay or accept such price or consideration and
generally to make such terms and conditions as they
think fit;

AND BE IT FURTHER RESOLVED:

That the execution by them of any deed, document,
instrument or certificate shall, for all purposes of any or
all of the above transactions, and without the affixing of
the corporate seal of the Company thereto, be deemed in com-
pliance with the provisions of this resolution, and shall be
binding on the Company."

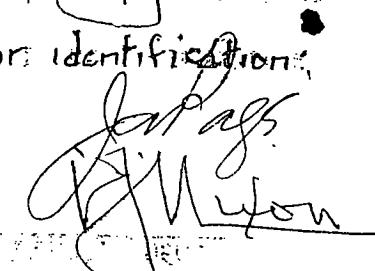
CERTIFIED TRUE EXTRACT.

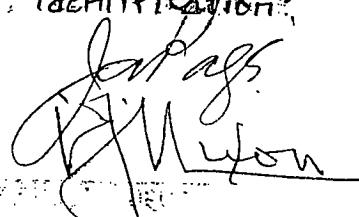


Secretary

Montreal, Que.

May 11, 1960.


For identification.



W.H. Wilson

SOUTHERN CANADA POWER COMPANY LIMITED.

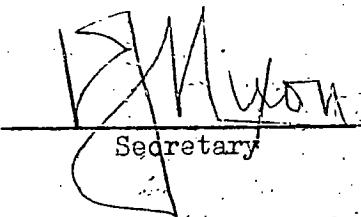
EXTRACT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS
OF SOUTHERN CANADA POWER COMPANY, LIMITED DULY CALLED AND
HELD AT MONTREAL, QUE., ON THE 25th DAY OF MARCH, 1960.

"RESOLVED:

That the following comprise the Real Estate Committee
for the current fiscal year and thereafter until their successors
are appointed:

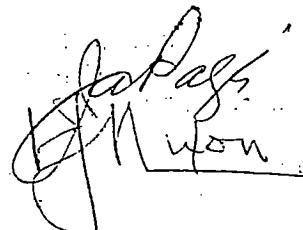
Mr. Jas. B. Woodyatt
Mr. J. A. Pagé
Mr. V. J. Nixon
Mr. G. L. Rattee
Mr. S. J. Atchison
Mr. A. C. Abbott

CERTIFIED TRUE EXTRACT


Secretary

Montreal, Que.

May 11, 1960.



THE FOREGOING COPIES OF THE RESOLUTIONS AND JOBS
POUNDED BY THE BOARD OF DIRECTORS, PRINTED DATA OBTAINED AND HELD
EXCLUSIVELY FOR THIS PURPOSE, TO BE KEPT IN THE BOARD OF DIRECTORS OR
THE SECRETARY OF THE COMPANY.

RECORDED ON THE 25th DAY OF MARCH, 1960.

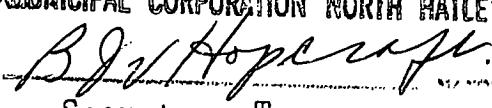
C A N A D A
Province of Quebec
Municipality of the Village of North Hatley

"RESOLVED that the Corporation in concert with the Corporations of West Hatley, of the Township of Hatley, of the Village of Ayer's Cliff and/or of the Village of Ste. Catherine de Hatley do acquire from MASSAWIPPI VALLEY RAILWAY COMPANY (and /or the Quebec Central Railway Company and/or the Canadian Pacific Railway Company as their rights may appear) and from SOUTHERN CANADA POWER COMPANY, LIMITED all their respective right, interest and title to and in the immoveable property, control works and dam located in the Massawippi River near the outlet of Lake Massawippi, that portion thereof belonging to Massawippi Valley Railway Company, or representatives, being a part of Lot One thousand and eight (Pt.1008) in the Third range of the Township of Hatley, and that portion thereof belonging to the Southern Canada Power Company Limited being parts of Lot Five hundred and seventy-seven (Pts.. 577) of the said range and Township, together with such riparian rights in the premises as the Vendor may possess, for the price or sum of One dollar (\$1.00) and subject to the condition of preserving and maintaining the said dam and its works and/or of rebuilding the said dam in such a manner as not to cause any prejudice or damage to the existing right of way of the Massawippi Valley Railway and subject to the condition that no water power rights for the purpose of

12

generating electricity shall be deemed to be included in the said sale nor shall the Purchasers or its assigns build or erect on the said property any works for the purpose of generating power: AND BE IT FURTHER RESOLVED that the Mayor (C - J. REED) and the Secretary-Treasurer (B.J.V. Hopcraft) be and they are authorized to sign and execute for and on behalf of the Corporation all deeds and documents in connection therewith in such form and containing such clauses, conditions and stipulations as they may consider proper and reasonable in the circumstances, their execution of the said documents being evidence of their approval of and concurrence therein, and thereto affix the seal of the Corporation, all that they shall lawfully do in conformity herewithbeing hereby ratified and confirmed."

I, the undersigned, Secretary-Treasurer of the Corporation of the Village of North Hatley hereby certify the foregoing to be a true and faithful copy of a Resolution passed by the Village Council at its meeting held on the 2 day of MAY , 1960, at which a quorum of the councillors were present and voting throughout, and which Resolution is still in full force and effect.

GIVEN at North Hatley, this 2nd day of
MAY 1960 MUNICIPAL CORPORATION NORTH HATLEY

Secretary-Treasurer

CANADA

Province of Quebec

Municipality of the Village of Ayer's Cliff

"RESOLVED that the Corporation in concert with the Corporations of North Hatley, ^{&/} or West Hatley, ^{&/} or the Township of Hatley and /or the Village of Ste. Catherine de Hatley do acquire from MASSAWIPPI VALLEY RAILWAY COMPANY (and /or the Quebec Central Railway Company and /or the Canadian Pacific Railway Company, as their rights may appear) and from SOUTHERN CANADA POWER COMPANY LIMITED all their respective right, interest and title to and in the immoveable property, control works and dam located on the Massawippi River near the outlet of Lake Massawippi, that portion thereof belonging to Massawippi Valley Railway Company, or representatives, being a part of Lot One thousand and eight (Pt.1008) in the Third range of the Township of Hatley, and that portion thereof belonging to the Southern Canada Power Company Limited being parts of Lot Five hundred and seventy-seven(Pts.577) of the said range and Township, together with such riparian rights in the premises as the Vendors may possess, for the price or sum of One dollar(\$1.00) and subject to the condition of preserving and maintaining the said dam and its works and /or of rebuilding the said dam in such a manner as not to cause any prejudice or damage to the existing right of way of the Massawippi Valley Railway and subject to the condition that no water power rights for the purpose of generating electricity shall be deemed to be

included in the said sale nor shall the Purchasers or its assigns build or erect on the said property any works for the purpose of generating power; AND BE IT FURTHER RESOLVED that the Mayor(G.A.Mosher) and the Secretary-Treasurer (C.L.Taylor) be and they are authorized to sign and execute for and on behalf of the Corporation all deeds and documents in connection therewith in such form and containing such clauses, conditions and stipulations as they may consider proper and reasonable in the circumstances, their execution of the said documents being evidence of their approval of and concurrence therein, and thereto affix the seal of the Corporation, all that they shall lawfully do in conformity herewith being hereby ratified and confirmed."

I, the undersigned, Secretary-Treasurer of the Village of Ayer's Cliff hereby certify the foregoing to be a true and faithful copy of a Resolution passed by the Council at its meeting held on the 2nd day of May, 1960, at which a quorum of the Village Council were present and voting throughout and which Resolution is still in full force and effect.

GIVEN at the Village of Ayer's Cliff, this 3rd day of May, 1960.


C. L. Taylor
SECRETARY-TREASURER

MONTREAL TRUST COMPANY

POWERS OF INDIVIDUAL DIRECTORS AND OFFICERS

BY-LAW No. 12

No. 12. POWERS OF INDIVIDUAL DIRECTORS AND OFFICERS.

- (i) any two Directors of the Company, or
- (ii) any Director of the Company acting with the General Manager, an Assistant General Manager, a Supervisor, a Manager, an Assistant Manager, the Secretary or an Assistant-Secretary of the Company, or
- (iii) the General Manager, any Assistant General Manager or any Manager of the Company acting with a Supervisor, an Assistant Manager, the Secretary or an Assistant Secretary of the Company may at any time and from time to time exercise all such powers and discretions and do all such acts and things as the Company itself is authorized or entitled to exercise or do, including the management, administration and carrying on of all the affairs and business of the Company, in whatever quality or capacity it may be acting or be empowered to act; and for greater certainty, but without limiting the generality of the foregoing, may at any time and from time to time exercise the following powers and discretions, namely:—

To sell, alienate or otherwise dispose of and to acquire by purchase, exchange or otherwise all kinds of property, whether moveable or immoveable, real or personal; to borrow money; to mortgage, hypothecate and pledge any property, whether moveable or immoveable, real or personal, as security for the payment of any loan or the fulfilment of any obligation; to perform all acts of ownership without any restriction; to lend money either upon or without security; to accept or not accept any offer; to grant any release, acquittance and discharge with or without consideration; to accept any trust or mandate upon any terms and conditions; to make any decision required to be made or deemed expedient; and to exercise any discretion of or vested in the Company; and generally, to make or cause to be made for the Company any kind or description of contract which the Company may, by law, enter into; and to do on behalf and in the name of the Company, whether acting for itself or in trust or otherwise, any or all of the above-mentioned acts and things and any other acts and things which the Company can do as executor of any estate or estates to which it has been appointed or as administrator, trustee, tutor, curator, liquidator, manager, receiver, judicial adviser, judicial guardian, judicial surety, sequestrator, custodian, committee, registrar, agent or attorney, or in any other quality or capacity; and finally, to sign and execute in the name of the Company, whether acting for itself or in trust or otherwise, all such deeds, documents and other instruments as such Directors, Director and Officer or Officers of the Company may deem necessary or expedient.

Any or all of such powers and discretions may also be exercised and any or all of such deeds, documents and other instruments may also be signed by such other person or persons as the Directors or the Executive Committee of the Company may from time to time by resolution authorize.

The seal of the Company may be affixed to any deed, document and other instrument to which the Company is a party, by any Director or Officer of the Company who signs it.

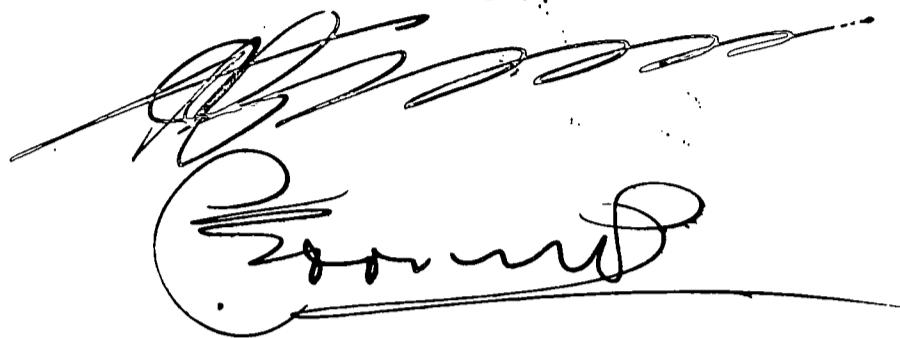
I hereby certify the above to be a true copy of By-Law No. 12 of Montreal Trust Company and that the same is still in force.

Given under my hand and
the Seal of the Company
this 2nd day of June 1960


M. C. K. A.
Assistant Secretary.

16

For identification:



A handwritten signature consisting of several loops and strokes above a circular area. Inside the circle, the word "Borland" is handwritten in a cursive style.

MONTREAL TRUST COMPANY

EXTRACT from the Minutes of a Meeting of
the Executive Committee of MONTREAL TRUST
COMPANY, held on the 16th day of June, 1959.

RESOLVED:

THAT in addition to those directors and
officers specifically thereunto authorized by By-
Law No. 12, any two of the following, to wit:

O. B. Thornton, D. E. Kerlin, G. A. Goad,
S.A. Cobbett, L. B. Ashton, G.H.S. Dinsmore,
G. W. Hodgson, W. Williamson, M. C. Holt,
J. E. Main, F. G. Wray, C. W. Fraser, J. K.
Allison, H. W. Roffey, H. G. Stockwell, L. N.
Whitten, G. A. Carpenter and W. B. Walker

are hereby also authorized to exercise all such
powers and discretions and do all the acts and things
on behalf of the Company as are specified or mentioned
in said By-Law, and also, whenever they deem
expedient, to affix the Corporate Seal of the Company
to any deed, document or other instrument signed by
them at any time under authority hereof.

I hereby certify the above to be a true Extract.
Given under my hand and the seal of the
Company this 2nd day of June 1960..

M. C. HN
Secretary.

For identification:

