



July 17, 2017

Indian Township Tribal Government  
P.O. Box 301  
Rural Route 1  
Princeton, ME 04668

Re: Letter of Understanding Regarding Permitted Use

Dear Ladies and Gentlemen:

This letter ("Letter of Understanding") follows on our recent discussions regarding Central Maine Power Company's ("CMP") request to use a three hundred (300) foot wide by approximately 300 foot long area on land located in Lowelltown Township (T1 R8 WBKP) and owned by the United States of America, Bureau of Indian Affairs in trust for the benefit of the Passamaquoddy Tribe. CMP requests the non-exclusive use of the above described area (the "Permitted Use Area") in order to locate one or two transmission angle structures and associated wires and access (the "Permitted Use").

As explained, CMP is in the process of acquiring a new corridor for a transmission line suitable for transmitting renewable energy. CMP holds rights of way interests over lands abutting the Permitted Use Area and the current construction design requires the location of the above noted angle structures across this area. The Permitted Use Area and abutting parcels are depicted on the boundary survey dated March 17, 2016, attached as Schedule 1, and shown on the aerial photo attached as Schedule 2. As also discussed, beyond the need for access for permitting purposes, CMP would only make use of the Permitted Use if, in the future, a line is constructed and only after obtaining all necessary state and federal regulatory approvals and environmental permits.





CMP appreciates the cooperation of the Passamaquoddy Tribe in our efforts. Below are the certain terms and conditions that we discussed and under which the Passamaquoddy Tribe would be willing to enter into a lease agreement for the Permitted Use subject to any required approval by the Department of Interior, Bureau of Indian Affairs (“BIA”).

1. The Passamaquoddy Tribe and CMP will over the coming months communicate and negotiate, in good faith, for a lease agreement (the “Lease”). The Lease agreement would be entered into only with Landowner’s consent and require execution by the United States of America, Department of Interior, Bureau of Indian Affairs.

2. The Passamaquoddy Tribe and CMP will cooperate in the submission and processing of the application for the Lease, as required, with the BIA. This may entail limited access to the Proposed Permitted Use Area to meet any application requirements, such as surveying and environmental assessment, as needed, and subject to input or oversight by a representative of the Passamaquoddy Tribe.

3. The parties will negotiate a rental payment, which may consist of rental payment in the form of a lump sum or a periodic rental amount. This will be negotiated in good faith based upon an independent appraisal as required by the Passamaquoddy Tribe and/or the BIA. CMP has provided information regarding available comparable right of way acquisitions for your consideration and guidance, and has provided within the form of Lease CMP’s proposed rental payment structure consistent with its available comparisons and taking into consideration the Permitted Use.

4. CMP will pay for all reasonable out of pocket costs incurred by the Passamaquoddy Tribe in CMP’s due diligence on the Proposed Permitted Use Area, including, but not limited to use of or consultation with the Tribe’s leadership, employees or attorney, and reimbursement for travel expenses an employee or agent is required to be present onsite at the Proposed Permitted Use Area in order to accompany CMP with respect to any of CMP’s due diligence.

5. The Lease will grant the rights for the Permitted Use and will be subject to all necessary reviews, assessments and approvals by the BIA. The Passamaquoddy Tribe will make available a representative, at CMP’s cost, to work with CMP to coordinate the submission and processing of the application with the BIA and to ensure that the lease complies with all federal regulations and polices governing the lease of federal lands.



6. The Lease will provide that the Passamaquoddy Tribe makes no representations or warranties about the condition of the property.

It is agreed that this Letter of Understanding is an agreement to negotiate and cooperate with respect to the Lease upon the terms set forth herein and does not constitute a binding offer or agreement to enter into such agreement or to purchase or sell the Proposed Permitted Use Area.

Both parties recognize that the actions contemplated hereunder may involve the exchange of confidential information, including certain terms herein. Each Party thus agrees to keep and maintain the confidentiality of the terms of this Letter of Understanding and any information exchanged that is marked confidential and is non-public as confidential, proprietary or sensitive information for a period of three (3) years following the date of this Letter of Understanding. To the extent that CMP obtains confidential information from the Passamaquoddy Tribe during the term of this Letter of Understanding, it will return such information upon termination hereof.

This Letter of Understanding shall be governed by and construed in accordance with the laws of the state of Maine, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction, except as may conflict with or be governed by federal laws with respect to the conveyances of lands owned by or held in trust for the benefit of the Passamaquoddy Tribe in which case such federal laws will govern.

This Letter of Understanding may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Letter of Understanding will be null and void if a Lease is not entered into by January 31, 2018, unless the parties otherwise agree in writing to extend to a later date. In any event CMP may terminate this Letter of Understanding and any application with the BIA at any time prior to entering into a Lease in which case this Letter of Understanding shall be null and void, except for any outstanding payment obligations required hereunder with respect to the due diligence and application (as specified above).

By signing below on behalf of the Passamaquoddy Tribe, consent is hereby given for CMP to initiate, prepare and complete the application process with the BIA and undertake the foregoing described due diligence and access to the Proposed Permitted Use Area in connection with the application.



CMP wishes again to thank the Passamaquoddy Tribe for your consideration of the Permitted Use and this Letter of Understanding.

Please sign in the space provided below to acknowledge your understanding, consent and agreement with the terms of this Letter of Understanding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas C. Dickinson".

Name: THOMAS C. DICKINSON  
Title: VP BUSINESS DEVELOPMENT  
Central Maine Power Company

Acknowledgement on behalf of Passamaquoddy Tribe:

A handwritten signature in blue ink, appearing to read "Willie Adams".  
Passamaquoddy Tribe - Two RiversA handwritten signature in blue ink, appearing to read "Ralph Dorn".  
Passamaquoddy Tribe - Pleasant Point