



CREDIT ENHANCEMENT AGREEMENT

between

THE TOWN OF BRUNSWICK, MAINE

and

ADMIRAL FITCH PARTNERS LLC

DATED: APRIL 26, 2023

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of Apr. 126, 2023, between the Town of Brunswick, a municipal corporation located in Brunswick, County of Cumberland and State of Maine, with offices at 85 Union Street, Brunswick, Maine 04011 (hereinafter "the Town"), and Admiral Fitch Partners LLC (the "Developer"), a limited liability company, with a principal place of business at 99 Admiral Fitch Avenue, Brunswick, ME 04011, and, with respect to Section 3.1(b) hereof only, the Brunswick Housing Authority ("BHA"), a nonprofit corporation, with a principal place of business at 12 Stone Avenue, Brunswick, ME 04011.

WITNESSETH THAT

WHEREAS, on March 18, 2013, and pursuant to the Act, the Town Council of the Town at a meeting duly called and held, adopted an order that designated two tax increment financing ("TIF") districts: the Brunswick Executive Airport II Municipal Development District (146 acres) and the Brunswick Landing II Development District (542 acres) (collectively the "TIF Districts") and identified on maps provided at Exhibit 1 attached hereto; and

WHEREAS, on July 29, 2013, the Town of Brunswick adopted two development programs: the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program and the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program (collectively the "Development Programs"); and

WHEREAS, the Commissioner of DECD reviewed and approved the Districts and the Development Programs pursuant to approval letters dated October 24, 2013; and

WHEREAS, the Town of Brunswick amended the original Development Programs by the First and Second Amendments to the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program and the First and Second Amendments to the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program (together, the "Development Programs, as amended"); and

WHEREAS, within the Development Programs, and as contemplated thereby, the Town authorized and entered into a credit enhancement agreement with Midcoast Regional Redevelopment Authority ("MRRA") dated September 22, 2016, and the Town contemplated potentially other credit enhancement agreements with other developers in the future to be considered and approved by the Town Council; and

WHEREAS, Admiral Fitch Partners LLC, the current owner of the property, is owned 99.9% by a qualified opportunity zone fund named "Admiral Fitch Partners QOZ LLC" in order to facilitate an Opportunity Zone syndication and further assist with the housing development project ("the Project") that is planned; and

WHEREAS, on August 15, 2022, the Town Council authorized a credit enhancement agreement with the Developer as contemplated by the Development Programs in the name of and on behalf of the Town; and

WHEREAS, the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute one of the credit enhancement agreements contemplated by and described in the Development Programs, as amended; and

WHEREAS, although, pursuant to the Development Programs, as amended, the Town captures the value of the taxable real and personal property improvements within the District, this Agreement involves only the capture of increased assessed value of real property, as described herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Base Redevelopment Development Program Fund” means the development program fund described in Section IV. Financial Plan of the Development Programs into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Programs and Article II hereof.

“Base Redevelopment Subaccount” means the subaccount of such name in the Base Redevelopment Development Program Fund described in Section IV. Financial Plan of the Development Programs and established and maintained pursuant to the Development Programs and Article II hereof.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the Developer Property that is retained in the Districts in each Tax Year during the term of the Districts, as specified in Section 2.2 hereof.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

“Current Assessed Value” means the then-current assessed value of the Developer Property located in the Districts as determined by the Town Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Developer Property” means the 2.46-acre taxable real property located at 93 Admiral Fitch Avenue in the Districts and taxable to the Developer and/or its parent or any affiliated entities of the Developer or its parent identified on Town Tax Maps as Tax Map 40, Lot 48. The Developer Property expressly does not include any taxable real property now or later located within the Districts but not taxable to the Developer, its parent, its assignee and/or any affiliated entities.

“Development Programs” means the development programs and financial plans for the Districts adopted by the Town entitled the “First Amendment to the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program” and the “First Amendment to the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program,” as amended by the Second Amendments thereto.

“Districts” shall have the meaning given such term in the first recital hereto.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Programs.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means three hundred sixty-nine thousand one hundred dollars (\$369,100), the assessed value of the Developer Property as of March 31, 2023 (April 1, 2022).

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Programs and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the Districts by the Town, or on its behalf.

“Sinking Fund Account” means the development sinking fund account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid to the Town with respect to Developer Property.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

“Town” shall have the meaning given such term in the first paragraph hereto.

“Town Subaccount” means that portion of the Project Cost Account of the Base Redevelopment Development Program Fund for the District set aside for the Town as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the “Base Redevelopment Development Program Fund” pursuant to, and in accordance with the terms and conditions of, the Development Programs and 30-A M.R.S.A. § 5227(3) (hereinafter the “Development Program Fund”). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Programs and as provided in 30-A M.R.S.A. § 5227(3)(A)(1), and, if necessary, may also consist of a Sinking Fund Account that is pledged to and charged with the payment of Town indebtedness, if any, as outlined in the Financial Plan of the Development Programs and as provided in 30-A M.R.S.A. § 5227(3)(A)(2). The Project Cost Account shall also contain two subaccounts designated as the “Base Redevelopment Project Cost Subaccount,” which is to be used to fund payments to Midcoast Regional Redevelopment Authority, the Developer and potentially other individual developers within the District, and the “Town Subaccount,” for use by the Town to fund the cost of Town projects as described in the Development Program. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

Section 2.2. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, starting with fiscal year July 1, 2024-June 30, 2025 and ending with fiscal year July 1, 2042-June 30, 2043 (hereinafter “CEA Years”), the Town shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues on the Developer Property. From the Development Program Fund, the Town will deposit amounts into the subaccounts of the Project Cost Account, using the allocation set forth in Table 1 below:

Table 1.
Allocation of Tax Increment Revenues from both TIF Districts

	Town Subaccount	Base Redevelopment Subaccount
Executive Airport District:		
TIF Revenues generated by “aeronautical business” tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively)	0%	100%
TIF Revenues generated by all other (i.e. not “aeronautical businesses”) tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively), and all other properties with the Executive Airport District.	50%	50%
Brunswick Landing District:	75%	25%
Either TIF District:	Variable amount on an annual basis to be determined and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.	Variable amount on an annual basis to be determined and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.

(c) Except as provided in Section 3.1(b) hereof, for each of the CEA Years, the Town shall deposit the remaining Tax Increment Revenues not deposited to the Base Redevelopment Project Cost Subaccount of the Project Cost Account into the Sinking Fund Account to the extent and in such amounts necessary to finance the costs for any municipal projects undertaken by the Town and financed with bonded indebtedness, if any, and otherwise to the Town Subaccount of the Project Cost Account for use by the Town to fund the cost of Town projects as described in the Development Program.

Section 2.3. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Base Redevelopment Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to Midcoast Regional Redevelopment Authority, the Developer, and possibly other developers, as described in Articles II and III hereof.

Section 2.4. Monies Held in Segregated Account.

All monies required to be deposited with or paid into Base Redevelopment Subaccount under the provisions hereof and the provisions of the Development Programs shall be held by the Town for the uses specified in the development programs. Interest earnings thereon shall be retained by the Town for the Town's own use.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Developer Payments.

(a) In each CEA Year (for the remaining term of the Brunswick Landing Omnibus Municipal Development and Tax Increment Financing District up to and through fiscal year 2042-2043), the Town agrees to pay the Developer within thirty (30) days following the Tax Payment Date the lesser of one hundred thousand dollars (\$100,000) and fifty percent (50%) of the Tax Increment Revenues on the Developer Property as shown on Exhibit 2.

(b) Notwithstanding anything to the contrary contained herein, the Developer's annual share of the Tax Increment Revenues shall be not be paid to the Developer with respect to any CEA Year, subject to the timing rule explained in Section 3.1(b)(iv) below, for which the Developer has not complied with the following workforce housing requirements outlined below for the calendar year prior to the applicable CEA Year.

(i) At least twenty percent (20%) of the total housing units constructed on the Developer Property must be rent-restricted to be affordable to households with annual incomes at or below 100% of Area Median Income (AMI) as designed by the United States Department of Housing and Urban Development (HUD) for the Brunswick Town, Cumberland County, ME (part) HUD Metro Fair Market Rent (FMR) Area.

(ii) Annually by January 31, the Developer must submit to BHA certification for the prior calendar year (or partial calendar year for the first year this Section 3.1(b) applies, as applicable under Section 3.1(B)(iv)) using a form equivalent to the attached as Exhibit 3. Compliance with the workforce housing requirements for each calendar year will relate to the Town's payment obligations for the following fiscal year. For example, tenant and rent data as of December 31, 2025 for the January 1, 2025-December 31, 2025 calendar year will be submitted by January 31, 2026, and will determine the Town's payment obligations for fiscal year July 1, 2026-June 30, 2027.

(iii) The Developer will enter into an agreement and or memorandum of understanding with Brunswick Housing Authority (BHA) in substantially the form attached hereto as Exhibit 4 to demonstrate compliance with the workforce housing requirements and provide all necessary documentation for BHA to monitor and verify the income of the tenants prior to executing leases for the rent restricted units. Brunswick Housing Authority will advise the Town Manager regarding the Developer's adherence to

the workforce housing requirements and submit annual documentation certifying the rents of the restricted units. Compliance with such requirements shall be determined by the Town Manager in his or her sole discretion based on input and reporting from the BHA.

(iv) The requirements of this Section 3.1(b)(i)&(ii) will only apply for calendar years starting with the calendar year following the receipt of a Certificate of Occupancy from the Town by the housing development project on the Developer Property and the workforce housing requirements will only go into effect three (3) months following the date of the Certificate of Occupancy. For example, if the housing development project on the Developer Property obtains a Certificate of Occupancy any time between January 1, 2024 and December 31, 2024, then the Developer must submit to BHA a certification as required under Section 3.1(b)(ii) above, for the 2024 calendar year by January 31, 2025; and such certification must show compliance starting three (3) months from the date of the Certificate of Occupancy through December 31, 2024. For example, if the Certificate of Occupancy was dated August 5, 2024, then the Developer must demonstrate compliance starting November 5, 2024 through December 31, 2024 in the certification in order to receive a CEA payment for the July 1, 2025-June 30, 2026 fiscal year.

(c) Notwithstanding anything to the contrary contained herein, in the event the Developer does not submit the Workforce Housing Requirements Compliance Certification Form on an annual basis for three (3) consecutive years by the deadline identified herein, the Town shall have no further payment obligations and shall make no further payments under this Agreement.

(d) Notwithstanding anything to the contrary contained herein, no further payment obligations shall apply under this Agreement when the total payments to the Developer reach two million dollars (\$2,000,000).

(e) The calculation of the amount available in the Base Redevelopment Subaccount is based on tax payments received and deposited. The Town may withhold from the otherwise approved payment to the Developer any amounts relating to tax abatements, refunds, or items deemed uncollected that reduce the balance in the Base Redevelopment Subaccount. In addition, if a payment has already been made to the Developer including any amounts relating to tax abatements, refunds or items deemed uncollected that reduce the balance in the Base Redevelopment Subaccount, the Developer must repay such amount to the Town within thirty (30) days of the Town's written notice of such repayment obligation. If the Developer does not make such repayment before the Town's next payment to the Developer pursuant to this Agreement, the Town may reduce such next payment by the amount of the obligated Developer repayment.

(f) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property on the Developer Property remain unpaid, because of a valuation dispute or otherwise, the Town shall be under no obligation to pay Developer's share of the Tax Increment Revenues to the Developer. In such a circumstance, the property taxes actually paid with respect to such Tax

Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value, to be applied first to payment in full of the applicable Town percent share of the Tax Increment Revenues for the year concerned and deposited into the Town Subaccount in accordance with Article II hereof.

Section 3.2. Failure to Make Payment.

In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into Base Redevelopment Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.10 hereof in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of tax increment revenues of the Districts payable to the Developer hereunder, whether or not actually deposited into Base Redevelopment Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

**ARTICLE IV
FURTHER INSTRUMENTS AND BOOKS AND RECORDS**

Section 4.1. Further Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town; and provided further that the cost of

executing and delivering such further instruments (including the reasonable and related costs of counsel to the Town with respect thereto) shall be borne exclusively by the Developer.

Section 4.2. Access to Books and Records.

(a) All non-confidential books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Base Redevelopment Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by the Developer, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of the Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts used from the Base Redevelopment Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by Town, its agents and employees.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the Town to pay any amounts due to the Developer when the same shall become due and payable;

(b) Any failure by the Town to make deposits into Base Redevelopment Subaccount as and when due;

(c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town’s affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within

a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town; and

(e) If any secured lender of Developer accelerates the indebtedness owed to it; and

(f) If any written representation or warranty given to the Town by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the Town that were later changed by mutual consent; and

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.9, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.9 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Upon execution, this Agreement shall remain in full force from the date of such Agreement and shall expire upon the earlier of: (1) the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town hereunder; or (2) June 30, 2043 unless sooner terminated pursuant any applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST**

Section 7.1. Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of the Developer within the Districts, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The Developer shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as provided in Section 7.1 hereof and any assignment to Admiral Fitch Partners LLC undertaken due to a transfer of ownership of the Developer Property to such entity in connection with a financing transaction to facilitate the construction of the housing development project on the Developer Property which is affirmatively herein authorized, and except for the purpose of securing financing for improvements by or on behalf of the Developer within the Districts, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld. The Developer shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. Notwithstanding this Subsection 8.1, unless the Town affirmatively approves of such action, the Town shall have the unilateral right to terminate this Agreement upon the dissolution, merger or consolidation of the Developer, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

(a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual

capacity, and neither the Town Council nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement.

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Brunswick, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager
Town of Brunswick
85 Union Street
Brunswick, Maine 04011

With a copy to:

Philip Saucier, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029

If to the Developer:

Admiral Fitch Partners LLC
PO Box 805
Brunswick, ME 04011

With a copy to:

Bryce W. Morrison
Bernstein Shur
100 Middle Street
West Tower
Portland, ME 04101

If to BHA:

Brunswick Housing Authority
PO Box A
Brunswick, ME 04011

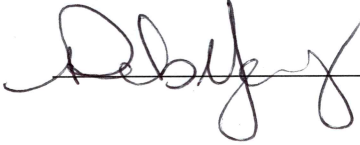
With a copy to:

Cito Selinger
c/o Curtis Thaxter
P.O. Box 7320
Portland, ME 04112-7320

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

IN WITNESS WHEREOF, the Town, the Developer and BHA (only with respect to Section 3.1(b) hereof) have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

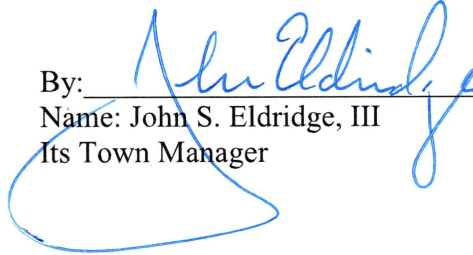
WITNESS:



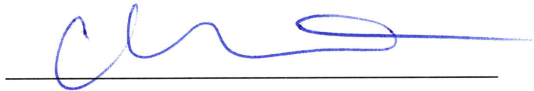
TOWN OF BRUNSWICK

By: _____

Name: John S. Eldridge, III
Its Town Manager



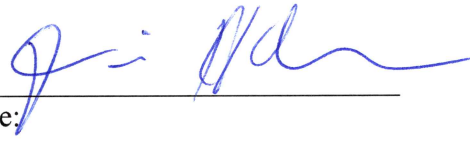
WITNESS:



ADMIRAL FITCH PARTNERS LLC

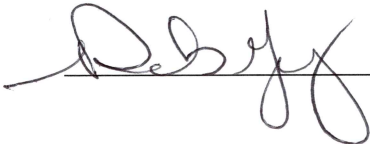
By: _____

Name:
Its



Acknowledged and Agreed to With Respect to Section 3.1(b) Only:

WITNESS:



BRUNSWICK HOUSING AUTHORITY

By: _____

Name:
Its

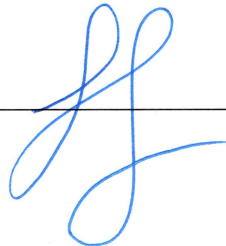
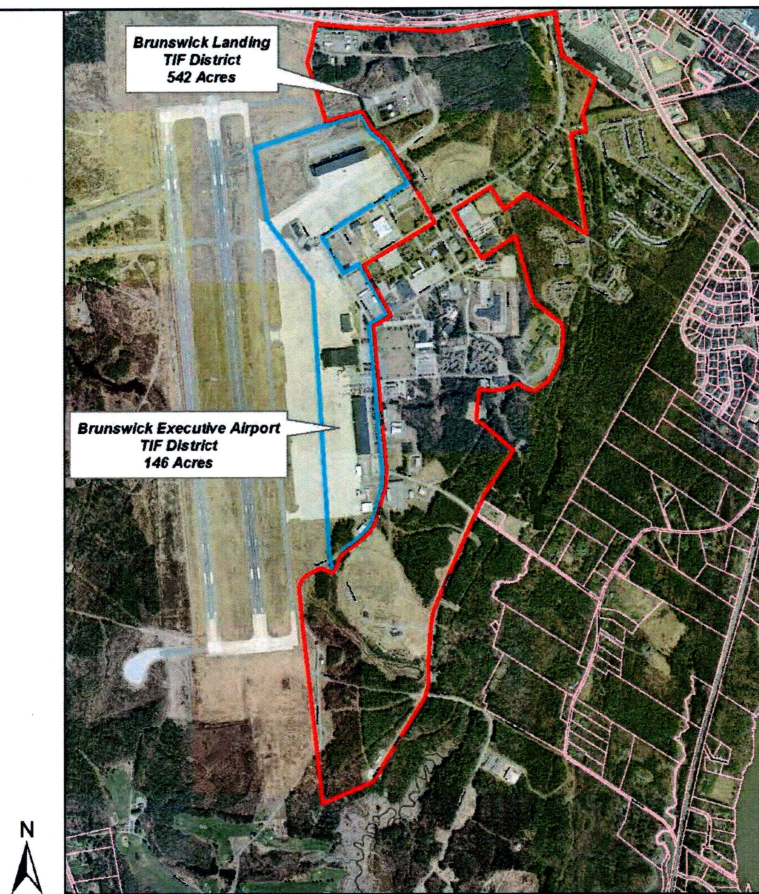


Exhibit 1: Map of Districts

NOTE: The entire area formerly known as the Naval Air Station Brunswick ("NAS Brunswick") was tax exempt while owned by the federal government and was identified on the Town of Brunswick (the "Town") tax maps as Tax Map 40, Lot 0. The NAS Brunswick property will remain tax exempt while owned by MRRRA, which is a tax exempt entity. Individual parcels will become taxable when transferred or leased to a taxable entity. As of July 2013, the Town of Brunswick identified some individual parcels within the District(s) that have become taxable. These individual parcels are in the process of being placed on the Town's tax maps.



1 inch = 1,600 feet

Drawn by: JRH, Date: February 13, 2013

EXHIBIT A from Brunswick Landing II TIF District & Brunswick Executive Airport II TIF District Development Programs

Exhibit 2: Property Map
Developer Property – area outlined in red

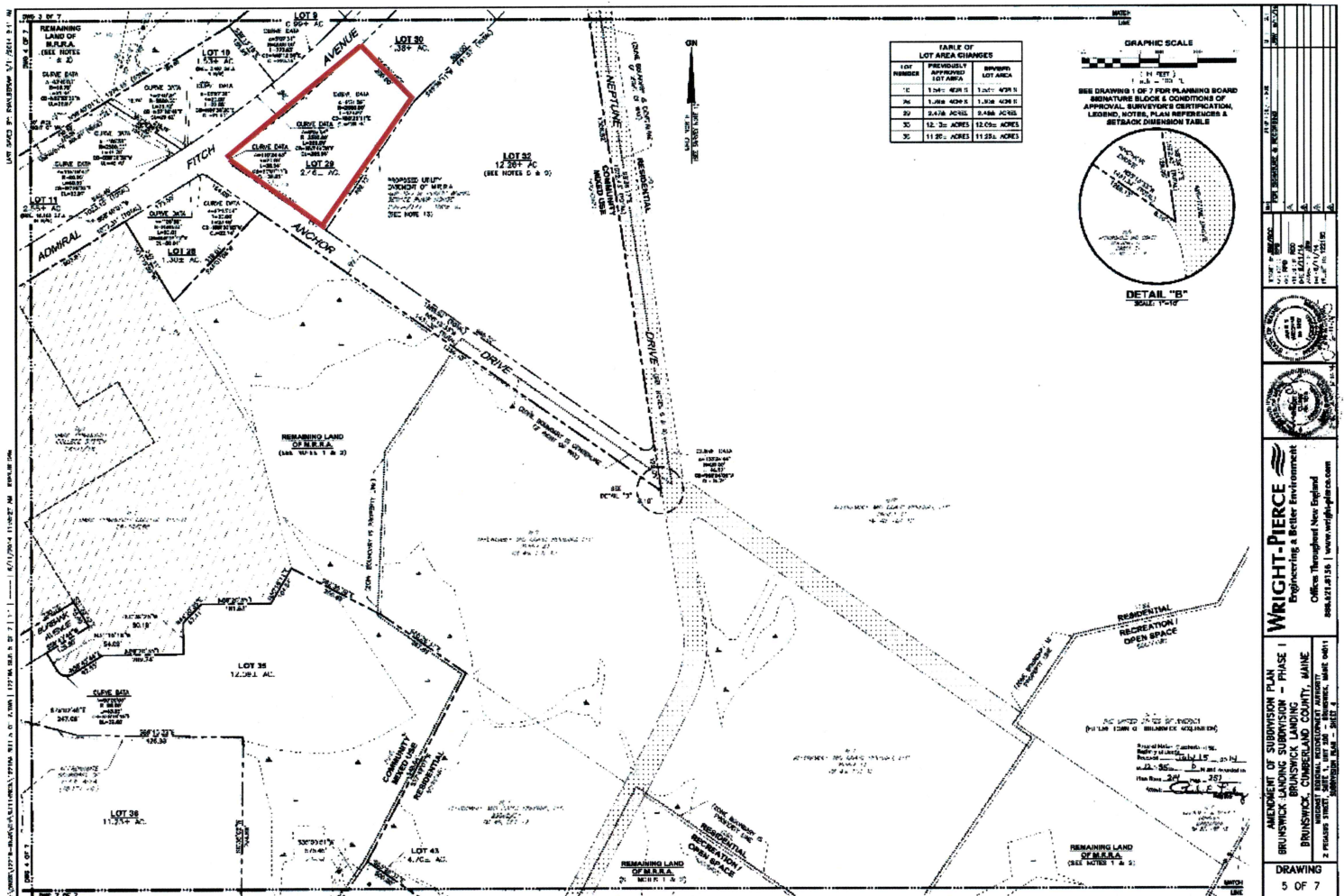


Exhibit 3: Workforce Housing Requirements
Compliance Certification Form
Town of Brunswick and Holman Homes, LLC
Credit Enhancement Agreement
Annual rent verification

In accordance with the Credit Enhancement Agreement between the Town of Brunswick and Holman Homes, LLC, Holman Homes, LLC hereby submits the following list of apartments and restricted monthly rent amounts for certification by Brunswick Housing Authority.

Signed: _____

Printed name: _____

Date: _____

In accordance with the Credit Enhancement Agreement between the Town of Brunswick and Holman Homes, LLC, Brunswick Housing Authority hereby certifies review and verification of the restricted rents as of December 31, _____.

Signed: _____

Printed name: _____

Date: _____

<u>Unit type</u>	<u>Apt #</u>	<u># of tenants</u>	<u>Monthly rent</u>	<u>Rent verified (Y/N)</u>	<u>Rent allowed at 100% of AMI</u>	<u>Variance</u>
Studio	_____	_____	_____	_____	_____	_____
Studio	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____	_____	_____

Exhibit 4:
MOU Certification Service Contract with Brunswick Housing Authority

MEMORANDUM of UNDERSTANDING

March 20, 2023

This Memorandum of Understanding (MOU) is entered into this 20th day of March, 2023 by and between Admiral Fitch Partners, LLC herein referred to as "Developer" and Brunswick Housing Authority herein referred to as "BHA" for the purpose of certifying compliance for the provision of affordable units within the housing development located at 99 Admiral Fitch Ave, Brunswick, Maine, in accordance with a Credit Enhancement Agreement between the Developer and the Town of Brunswick.

WITNESSETH:

WHEREAS it is established in the Credit Enhancement Agreement that the Developer shall engage a third party to certify that a certain number of units in said development are provided to families with incomes not to exceed the agreed upon Area Median Income limits at a rent that is affordable to those incomes;

WHEREAS the BHA provides, manages and administers affordable housing programs within the Town of Brunswick;

WHEREAS the Developer and BHA both seek to ensure affordable units are provided for qualified households in accordance with the CEA;

NOW THEREFORE, for valuable consideration and in consideration of the mutual promises, covenants and undertakings set forth herein and in subsequent agreements, the parties acknowledge:

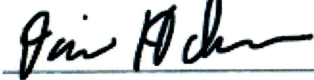
1. BHA agrees to provide certification services to the Developer upon the initial lease up of the affordable units located at 99 Admiral Fitch Ave, Brunswick, Maine. BHA shall verify household income and the contract rents subject to the CEA.
2. Developer shall be responsible for notifying the BHA of vacancies in a designated affordable unit in which BHA shall certify the incoming household for said unit.
3. The fee for said certification shall be established as \$50.00 per certification and shall remain in effect until such times as both parties amend this fee by mutual agreement.
4. BHA shall be responsible for billing the Developer for said services.
5. The Developer shall be responsible for making payment in a timely fashion.

This MOU shall remain to be in effect for as long as both parties agree that this relationship is mutually satisfying and beneficial. Either party may terminate this agreement with a 30-day written notice of termination.

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


WITNESS:

Admiral Fitch Partners, LLC



By: David Holman
Co-Owner Admiral Fitch Partners LLC

Brunswick Housing Authority


By: John A. Hodge
Executive Director