

CREDIT ENHANCEMENT AGREEMENT

between

THE TOWN OF BRUNSWICK, MAINE

and

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY

DATED: September 22, 2016

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EXHIBITS

Exhibit 1 Copy of Exhibit A from Development Program – District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of Sept 22, 2016, 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 Midcoast Regional Redevelopment Authority ("MRRA"), a public municipal corporation, with principal place of business of 15 Terminal Road, Suite 200, 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

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 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 (together, the "First Amendments") which will be considered by the Town contemporaneous with this Credit Enhancement Agreement; and

WHEREAS, within the Development Programs, and as contemplated thereby, the Town proposed to execute a credit enhancement agreement with MRRA and potentially other credit enhancement agreements with other developers in the future; and

WHEREAS, on October 7, 2015, the Town and MRRA signed a Memorandum of Agreement outlining terms for the execution of a credit enhancement agreement; and

WHEREAS, the Town and MRRA desire and intend that this Credit Enhancement Agreement be and constitute the MRRA credit enhancement agreement contemplated by and described in the First Amendments to the Development Programs and the aforementioned Memorandum of Agreement; and

WHEREAS, the First Amendments to the Development Programs will be adopted contemporaneous with this Agreement in order to support MRRA's investment in new infrastructure, and/or repair or replacement of existing infrastructure and related physical improvements necessary to maintain the property and attract business; and to enable MRRA to

enter into tax refund arrangements with aeronautical business tenants who are located at the Brunswick Executive Airport; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, 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.

"Aeronautical business" means the act, practice of, or instruction in the art and science of transportation by aircraft, and operation, construction, repair or maintenance of aircraft, airports and air navigation facilities. Such uses shall include:

Air carrier. "Air carrier" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and is certificated under Federal Air Regulations.

Air commerce. "Air commerce" means the carriage by aircraft of persons or property for compensation or hire, when that carriage is a major enterprise for profit and not merely incidental to a person's other business.

Aircraft Construction. "Aircraft construction" means the design, construction, manufacturing or assembly of aircraft that would require the presence of an airfield as an integral part of its business operation for the design, testing, sale or distribution of aircraft.

Aircraft dealer. "Aircraft dealer" means any person engaged in the sale or purchase or manufacture of new or used aircraft.

Air navigation facility. "Air navigation facility" means any facility used in, available for use in, or designed for use in, aid of air navigation, including airports, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft.

Air taxi. "Air taxi" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and who

possesses an Air Taxi Commercial Operators Certificate issued by the Federal Aviation Administration under 14 Code of Federal Regulations, Part 135.

Aviation Fueling Facilities. “Aviation Fueling Facilities” means entities that provide aircraft fueling services.

Basing aircraft. “Basing aircraft” means storing, parking, tying down or mooring aircraft in Maine for more than 30 consecutive calendar days.

Maintenance, Overhaul or Repair (MRO) “MRO” means any business or entity involved in the maintenance, overhaul or repair of aircraft, aircraft components and aircraft completions.

“Aggregate Cap” means the aggregate cap on potential Tax Increment Revenues to be available, but not guaranteed, to MRRA over the life of the TIF Districts as a maximum total of fifteen million dollars (\$15,000,000).

“Agreement” shall mean this Credit Enhancement Agreement between the Town and MRRA 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.

“Brunswick Executive Airport TIF District” means the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District as more fully defined by the Executive Airport Development Program.

“Brunswick Landing TIF District” means the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District as more fully defined by the Brunswick Landing Development Program.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the MRRA 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 MRRA 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.

“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”.

“Districts” means the Brunswick Executive Airport II Municipal Development District (146 acres) and the Brunswick Landing II Development District (542 acres), designated by the Town on March 18, 2013, a map of which is attached as Exhibit A to the Development Programs.

“Effective Date of the Development Programs” means the date of final approval of the First Amendments to the Development Programs by the Commissioner pursuant to the Act.

“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.

“MRRA Property” means real property owned by MRRA within the Districts.

“Original Assessed Value” means zero dollars (\$0), the assessed value of the Districts as of March 31, 2012 (April 1, 2011).

“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 taxable property located within the District.

“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 MRRA and/or individual developers within the Districts, and the “Town Subaccount,” for use by the Town to fund the cost of Town projects as described in the Development Programs. 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 and for each of the years between July 1, 2013 and the Effective Date of the Development Programs (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. 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 (subject to the Aggregate Cap identified in Section 3.1(a) hereof):

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

	Town Subaccount	Base Redevelopment Subaccount
Executive Airport District:		
TIF Revenues generated by “ <u>aeronautical business</u> ” tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit H) Note: “Aeronautical business” is defined in Exhibit I.	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 MRRA, and possibly other developers, as described in Articles II

and III hereof, but in no event shall payments to MRRA exceed the Aggregate Cap of fifteen million dollars (\$15,000,000).

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. Company Payments.

(a) The Town agrees to pay MRRA up to all amounts then on deposit in the Base Redevelopment Subaccount, following an annual Town application process and Town Council approval, on or before either thirty (30) days following the date of such Town Council approval or thirty (30) days following the Tax Payment Date(s), whichever date occurs later. In no instance will the total payments to MRRA exceed the Aggregate Cap of fifteen million dollars (\$15,000,000). The Town is not obligated to make any payments from the Base Redevelopment Subaccount unless and until such payments have been approved pursuant to the Town application process and Town Council approval described in this Section 3.1, Section 7.2 and otherwise in this Agreement. The Town Council may approve a series of payments to MRRA over a period of up to ten (10) years with respect to particular capital improvement projects for which MRRA requires financing and for which a financing lending organization requires a pledge or assignment of such payments as security pursuant to Section 7.1 herein.

(b) Annually, within 7 days of the date of the Town's annual tax commitment, the Town Assessor shall provide a list of the properties within the Brunswick Executive Airport and Brunswick Landing TIF Districts, identifying the TIF revenues to be produced, and the amount representing the 50% aggregate allocation of the TIF revenues which is anticipated to be deposited in the Base Redevelopment Subaccount. Annually, MRRA will submit its request for TIF funds to the Town in the form of a letter to the Town Manager, outlining the intended uses and anticipated costs. As soon as reasonably practical, but no longer than ninety (90) days from receiving the request from MRRA, the TIF Committee will meet to review MRRA's request and make a recommendation to the Town Council. Within ninety (90) days from receiving the TIF Committee's recommendation, the Town Council will take action on MRRA's request for payment of TIF revenues.

(c) 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 MRRA 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 MRRA including any amounts relating to tax abatements, refunds or items deemed uncollected that reduce the balance in the Base Redevelopment Subaccount, MRRA must repay such amount to the Town within thirty (30) days of the Town's written notice of such repayment obligation. If MRRA does not make such repayment before the

Town's next payment to MRRA pursuant to this Agreement, the Town may reduce such next payment by the amount of the obligated MRRA repayment.

(d) 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 located in the District remain unpaid, because of a valuation dispute or otherwise, the Town shall be under no obligation to pay MRRA's share of the Tax Increment Revenues to MRRA. 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.

(a) 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 MRRA for the full amount due to MRRA 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 MRRA.

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 payable to MRRA 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 MRRA, 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 MRRA.

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 MRRA, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of MRRA 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 MRRA 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 MRRA to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or MRRA 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 or 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.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting 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 nondefaulting 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 8.13 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.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Commissioner's approval of the First Amendments to both Development Programs. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Programs and shall expire upon the earlier of: (1) the payment of all amounts due to MRRA hereunder and the performance of all obligations on the part of the Town hereunder; (2) the combined aggregate payment of \$15 million of Tax Increment Revenues from the Town to MRRA regardless of whether such payment is pursuant to this or any credit enhancement agreement; or (3) December 31, 2043; unless sooner terminated pursuant to Section 3.4 or any other 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 MRRA 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 MRRA'S INTEREST**

Section 7.1. Pledge and/or Assignment.

MRRA shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the Town, including any assignment or pledge associated with financing. MRRA shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Tax Obligation of MRRA, Lessees, Assigns and Successors

(a) MRRA agrees that MRRA and its lessees, assigns and successors shall not challenge or appeal the Town's interpretation and application of the aeronautical property tax exemption specified in Title 26 MRSA § 651 and further agrees that all future leases of property in the Executive Airport District shall include language substantially to the effect that:

MRRA and not Lessee is the taxpayer; MRRA has sole decision-making authority regarding real estate taxes for the property, including deciding whether to apply for any possible tax exemptions or tax abatements; and that Lessee agrees that Lessee will not claim third-party status as the taxpayer, will not challenge the tax treatment of the property in any way, including applying for a tax exemption or tax abatement; and Lessee agrees that any violation of these tax-related provisions will be deemed a default under the Lease.

(b) Before the Town Council will approve any request by MRRA for payments for a business purporting to qualify as an “aeronautical business,” as that term is defined herein, the Town must be given the opportunity to review the draft lease between MRRA and the business prior to execution of the lease in order to ensure that the Town is satisfied with the language prohibiting the business from challenging the tax treatment of the property. (c) Should legislative action or judicial interpretation result in the Town changing its interpretation and application of the aeronautical property tax exemption causing the values of Hangars 4, 5, and 6 to become tax exempt, MRRA agrees that the aggregate cap shall be reduced to correspond to the dollar amount of the property tax exemption.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or MRRA, 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 MRRA, 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 MRRA 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 MRRA.

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 MRRA contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of MRRA in his or her individual capacity, and no official, officer, employee or agent of MRRA 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 MRRA relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

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. Dismissal of Lawsuit

Within ten (10) business days of receipt of unconditional approval from DECD on the First Amendments to the Development Programs, MRRA shall file a motion to dismiss with prejudice and without costs, pending litigation between the Town and MRRA in Cumberland County Superior Court, Docket No. CV-2014-201.

Section 8.11. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or MRRA 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:

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

If to MRRA:

Executive Director
MRRA
15 Terminal Road
Suite 200
Brunswick, ME 04011

With a copy to:

John S. Kaminski
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101

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 and MRRA 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

Nephtalyn L. Blum

By: John S. Eldridge, III

Name: John S. Eldridge, III
Its Town Manager

WITNESS:

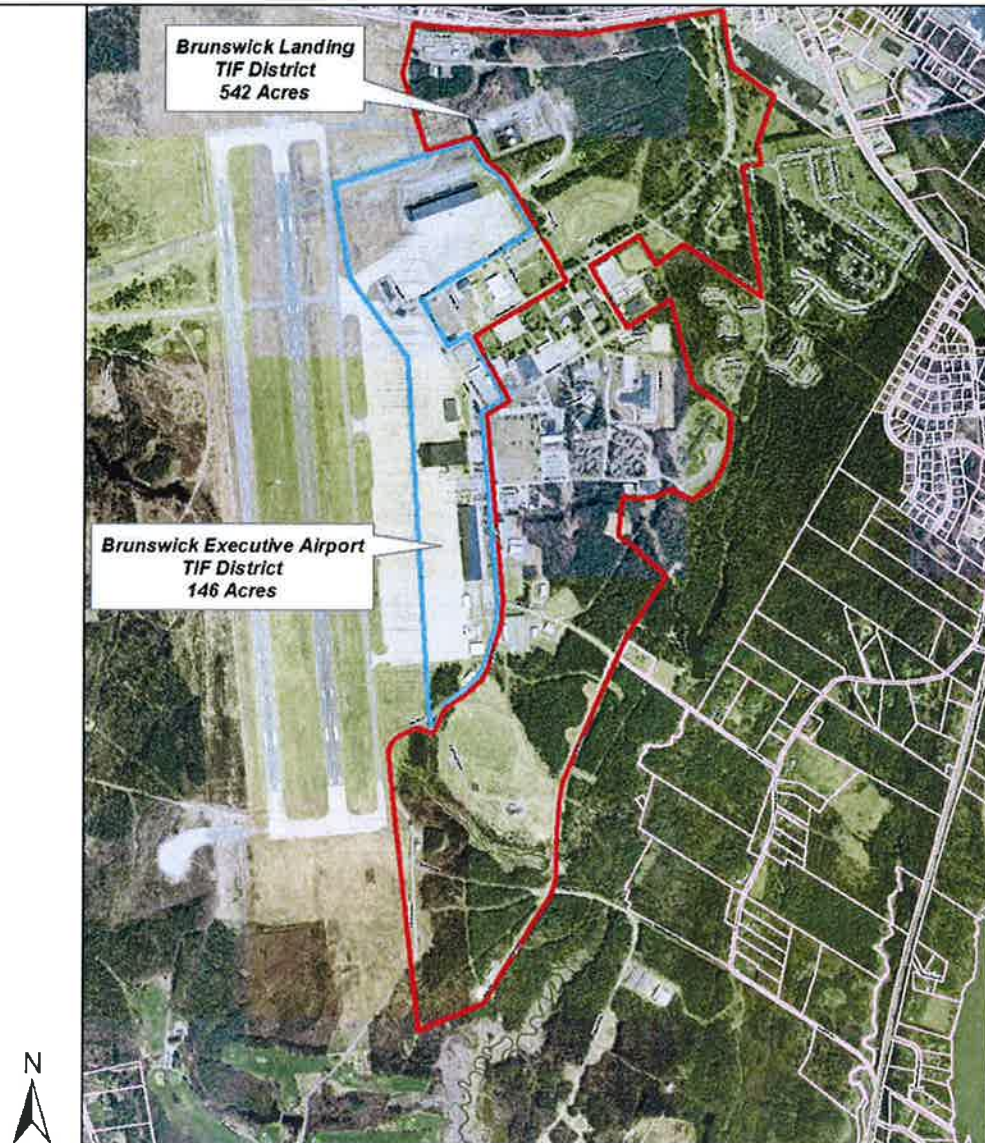
MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY

Linda E. Smith

By: Steven Levesque

Name: Steven Levesque
Its Executive Director

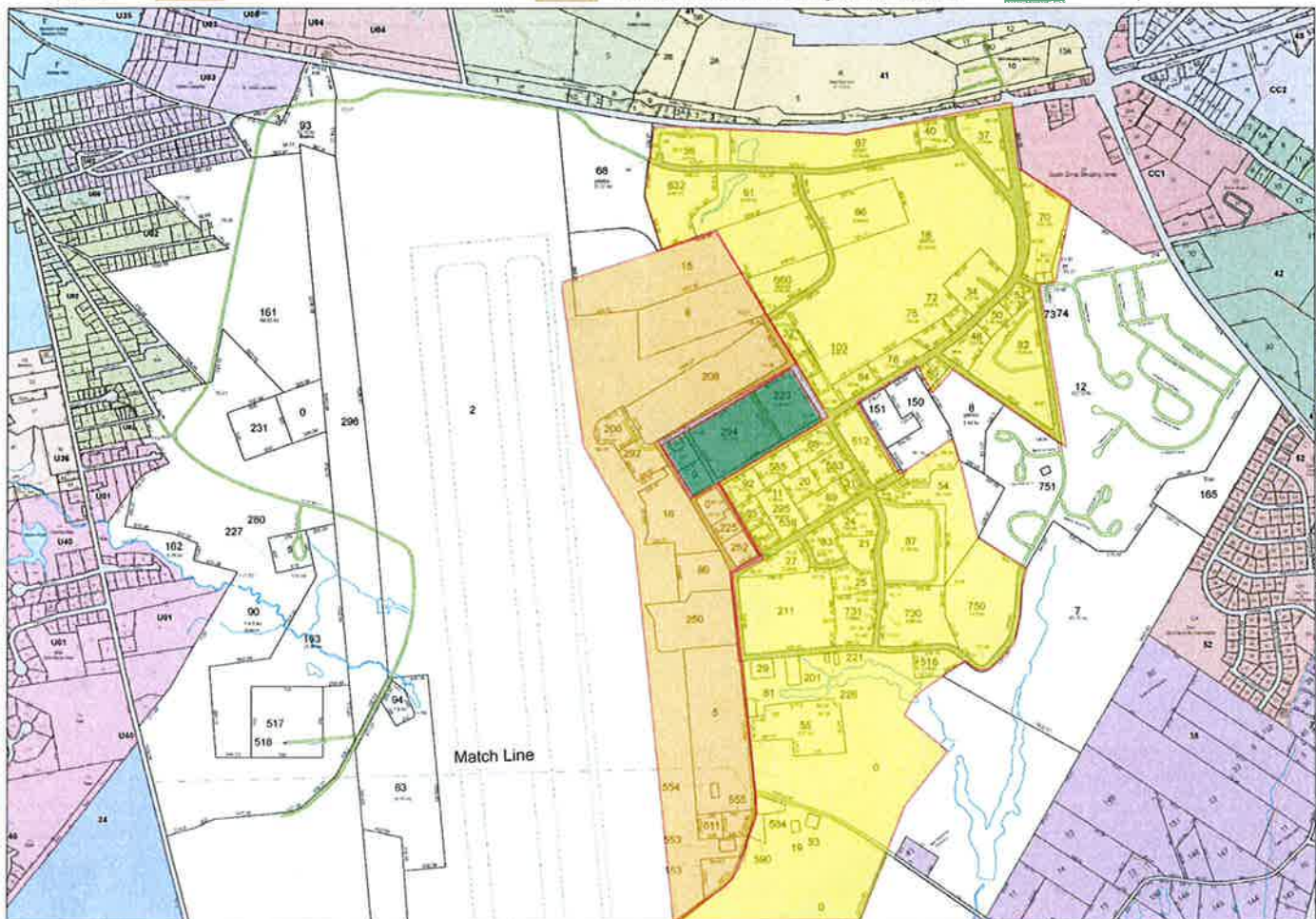
NOTE: The entire area formerly known as the Naval Air Station Brunswick ("NAS Brunswick") was tax exempt while owned by the federal government and was identified on the Town of Brunswick (the "Town") tax maps as Tax Map 40, Lot 0. The NAS Brunswick property will remain tax exempt while owned by MRRA, 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.

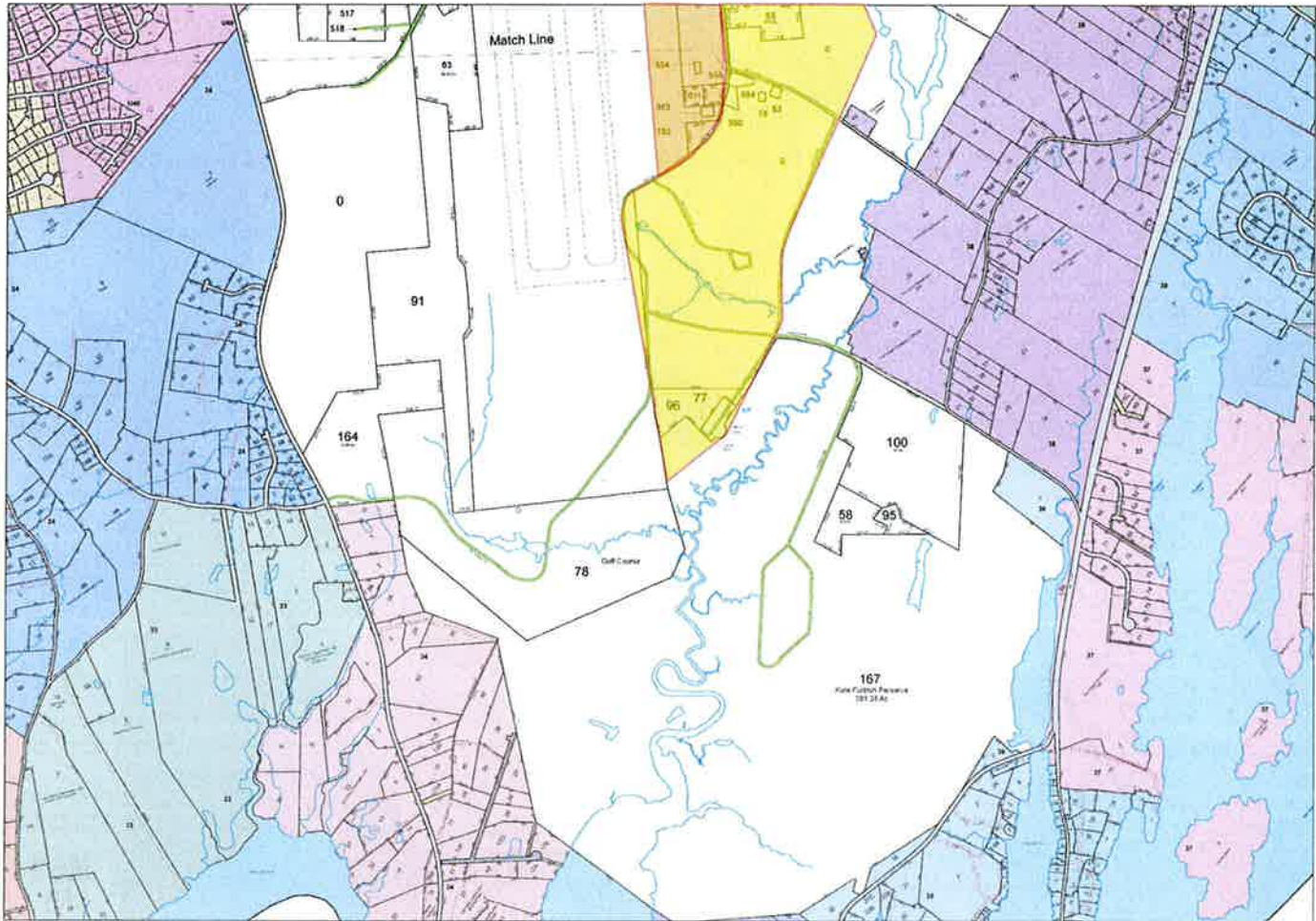


1 inch = 1,600 feet

Drawn by: JRH, Date: February 13, 2013

Legend: = Brunswick Landing TIF District = Brunswick Executive Airport TIF District = Molnlycke TIF District





Town of
BRUNSWICK
Maine



- Legend**
- Public Road
 - Private Road
 - ROW
 - Water
 - Hydrography Line
 - ROW Property Access
 - Other Road
 - Town Boundary
 - Other Lot Boundary
 - Parcel Lines

Disclaimer:
The information is provided as a
reference only and is not intended
to be used for any purpose other than
that for which it was prepared.
The Town of Brunswick and its
employees are not responsible for the accuracy or
completeness of the data.



1 inch = 500 feet

Revised To: April 1, 2014
Maps Prepared by:
Town of Brunswick

MAP
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