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Muni-Tech, Inc.

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344 John Dietsch Boulevard
Unit # 3
North Attleboro, MA 02760

AGREEMENT

Agreement made this 17th day of October 2013 by the **City of Central Falls, RI** (hereinafter called Municipality) and **Muni - Tech, Inc.** a Massachusetts Corporation.

WHEREAS, in the event a person or firm causes injury or damage to the property of Municipality;

WHEREAS, the Municipality decides to proceed at law against said person or firm creating a legal liability in said third party to pay damages and/or repairs arising therefrom;

WHEREAS, Muni-Tech, Inc. is desirous to pursue the rights of Municipality against said third parties to effectuate payment of damages and/or repairs at no cost to Municipality;

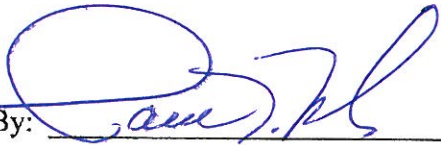
NOW THEREFORE, it is hereby agreed as follows:

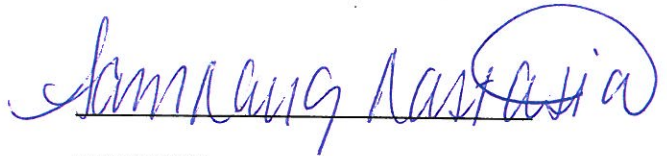
1. **Right to Pursue Claim.** Municipality may hereby assign at its discretion to Muni-Tech, Inc. the right to pursue said claims described above at no cost to Municipality.
2. Muni-Tech, Inc. agrees to repair or replace any damages to the property of Municipality caused by said third parties at no cost to Municipality and to the

satisfaction of said Municipality, providing the third party that caused said damage is insured.

3. In the event of payment of loss or expense under this agreement, Muni-Tech, Inc. shall be paid by third parties or its insurance carrier to the extent of amount of such payment to effectuate said repairs.
4. Muni-Tech, Inc. shall indemnify Municipality from any costs and claims incurred as a result of its actions as permitted herein.
5. Either party may terminate this Agreement thirty (30) days after written notice thereof.

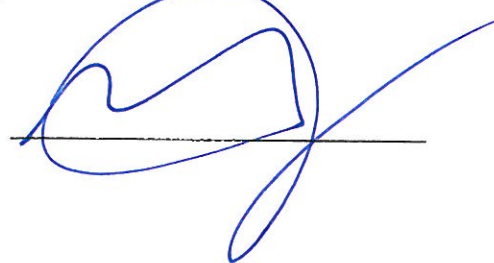
Muni-Tech, Inc.

By:  _____

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WITNESS

City of Central Falls

By:  _____

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WITNESS