

REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT (this “Agreement”) dated as of December 17, 2020 (the “Effective Date”) by and between the **CITY OF NASHUA**, a New Hampshire municipal corporation (the “City”) and **NPAC CORP.**, a New Hampshire corporation (“NPAC”).

BACKGROUND

WHEREAS, NPAC as borrower, and MCD Subsidiary 14, LLC, a New Hampshire limited liability company (“Lender”) as lender entered into a Loan Agreement dated as of the Effective Date (the “Project Loan Agreement”) pursuant to which Lender agreed to lend an aggregate amount equal to \$9,555,000 (the “Project Loan”); and

WHEREAS, NPAC has agreed to reimburse the City from proceeds of the Project Loan for certain Reimbursable Costs (as defined herein) which the City has previously funded; and

WHEREAS, the City incurred the Reimbursable Costs with the understanding that it would be reimbursed for the same from proceeds of the Project Loan;

NOW, THEREFORE, in consideration of the foregoing, the agreement of the City to fund certain Reimbursable Costs and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and NPAC hereby agree as follows:

1. Capitalized terms used herein without a definition shall have the meanings assigned to them in the Project Loan Agreement.
2. The City hereby represents and warrants that attached hereto as **Exhibit A** is a true and accurate listing of project costs that it has incurred and satisfied and which are to be reimbursed pursuant to this Agreement (the “Reimbursable Costs”).
3. NPAC agrees to reimburse the City in the amount of \$1,309,911.45 for the Reimbursable Costs from proceeds of the Project Loan on the date hereof in accordance with the terms of the Flow of Funds Memorandum of even date and to which the City and NPAC are parties.
4. From time to time hereafter, the City and/or NPAC will execute and deliver, or will cause to be executed and delivered, such additional instruments, certificates or documents, and will take all such actions, as may reasonably be requested by the other party, for the purpose of implementing or effectuating the provisions of this Agreement.
5. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of New Hampshire. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by, unenforceable or invalid under

applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. This Agreement shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of which party drafted this Agreement, or any particular provision hereof, or supplied the form of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements and documents contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other agreement or documents contemplated herein, this Agreement and such other agreements or documents shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other agreements or documents contemplated herein.

7. This Agreement may be supplemented, amended or modified only by the agreement of the parties hereto. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

8. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or .PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .PDF shall be deemed to be their original signatures for all purposes.

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The signature page follows.]

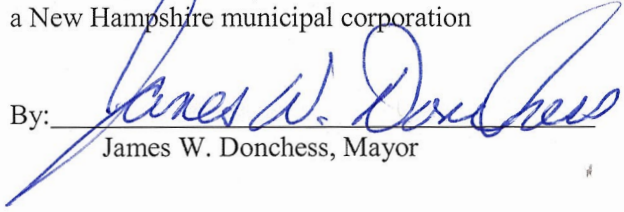
COUNTERPART SIGNATURE PAGE

CITY OF NASHUA

IN WITNESS WHEREOF, the undersigned has caused this document to be executed its duly authorized signatory as of the day and year written above.

CITY OF NASHUA,
a New Hampshire municipal corporation

By: _____


James W. Donchess, Mayor

COUNTERPART SIGNATURE PAGE

NPAC CORP.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed its duly authorized signatory as of the day and year written above.

NPAC CORP.

a New Hampshire business corporation

By: _____

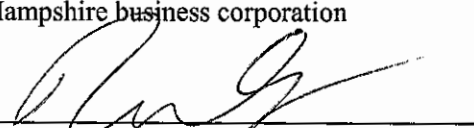

Richard G. Lannan, President

Exhibit A
(Reimbursable Costs)

Post Date	Amount	Vendor Name	Notes
4/23/2019	\$244,474.94	ICON ARCHITECTURE INC	Architect
6/4/2019	\$51,049.99	ICON ARCHITECTURE INC	
6/12/2019	\$89,784.65	ICON ARCHITECTURE INC	
6/30/2019	\$104,581.53	ICON ARCHITECTURE INC	
11/1/2019	\$171,423.57	ICON ARCHITECTURE INC	
12/11/2019	\$100,616.66	ICON ARCHITECTURE INC	
4/15/2020	\$22,170.18	ICON ARCHITECTURE INC	
5/5/2020	\$44,475.10	ICON ARCHITECTURE INC	
5/26/2020	\$50,714.22	ICON ARCHITECTURE INC	
6/16/2020	\$153,670.27	ICON ARCHITECTURE INC	
10/7/2020	\$94,002.47	ICON ARCHITECTURE INC	
11/12/2020	\$153,031.92	ICON ARCHITECTURE INC	
2/25/2019	\$9,192.40	HAYNER / SWANSON INC	Survey
5/1/2019	\$1,473.55	HAYNER / SWANSON INC	
6/3/2019	\$4,120.00	S W COLE ENGINEERING INC	Geotech
6/26/2019	\$6,180.00	S W COLE ENGINEERING INC	
4/8/2019	\$300.00	PENNICHUCK WATER	Hydrant test Fire Flow test
6/30/2019	\$8,650.00	RPF ENVIRONMENTAL INC	Hazmat
TOTAL:	\$1,309,911.45		