WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is entered into this _____ day of _____, 2014 by **The Three Socios, LLC**, a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 ("Three Socios") and **The Journey Baptist Church**, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Church").

WHEREAS, Three Socios owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 125 known as Tax Map 238, Lot 4 (the "Three Socios Lot").

WHEREAS, the Church owns certain real property in the Town of Barrington, Strafford County, New Hampshire located off Route 125 known as Tax Map 235, Lot 83 (the "Church Lot"), which is adjacent to the Three Socios Lot. The Three Socios Lot and the Church Lot are sometimes referred to herein individually as a "Parcel," and each of Three Socios and the Church are sometimes referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Three Socios seeks to develop the Three Socios Lot as a gas station and convenience store, which will include the installation of underground fuel storage tanks and related equipment, or as any other commercial use in Three Socios' sole discretion that has been properly permitted and approved by the appropriate governmental authorities (the "Development").

WHEREAS, Three Socios intends to install a water supply well, underground pipes and related equipment on the property owned by Barrington Village Place, LLC known as Barrington Tax Map 238 Lot 14 (see Well and Water Line Easement recorded at Strafford County Registry of Deeds Book 4163, Page 317) (collectively the "Well") and a pump house, underground pipes and related equipment (collectively the "Pump House") on the property owned by George Tsoukalas known as Barrington Tax Map 238, Lot 7 to supply potable water to (i) the Three Socios Lot; (ii) the Church Lot; (iii) the lot known as Town of Barrington Tax Map 238, Lot 7; and (iv) any other lots that Three Socios so desires (the "Served Lots") (the Well, Pump House and pipes and related

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equipment providing water to the Served Lots are collectively referred to herein as the "Water System").

NOW, THEREFORE, in consideration of the premises, the mutual undertakings contained herein, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Three Socios and the Church agree as follows:

1. Construction.

A. Three Socios shall be solely responsible for all work and expenses related to the design and initial construction of the Water System, and the connection of the Water System to the existing plumbing that supplies water to the Church Lot. Three Socios shall be entitled to inspect the existing plumbing on the Church Lot prior to the construction of the Water System and shall not be responsible for any pre-existing defects or damage identified, which shall remain the sole responsibility of the Church. Upon connection of the Church Lot to the Water System, Three Socios shall be entitled to re-inspect the plumbing, and shall be solely responsible for any replacement and/or repairs to the Church's plumbing required as a result of the connection to Water System which are unrelated to any pre-existing defect or damage. Three Socios shall be solely responsible for the expense of any replacement and/or repairs of any pre-existing underground piping across or through the Church Lot that is used for connection to the Water System required solely as a result of the connection to the Water System and which are unrelated to any pre-existing defect or damage. Thereafter, Three Socios shall have no further responsibility for any modifications, alterations, or replacements of the Church's plumbing. Three Socios agrees to perform such work in a good and workmanlike manner in compliance with applicable state and local building codes (including the International Plumbing Code (IPC), 2009 version or such other plumbing code that may be subsequently adopted by the State of New Hampshire or the Town of Barrington, as in effect and applicable at the time of such construction or repair, provided however, that nothing herein shall be construed to require Three Socios to upgrade any of the Church's plumbing to comply with such code(s) to the extent the Church's plumbing does not presently comply), and in accordance with a mutually agreeable construction timetable. Recognizing that the Church requires a regular and constant supply of water, Three Socios shall provide reasonable advance notice to the Church prior to shutting off the water to the church building during any period of construction and shall use reasonable efforts, whenever possible, to limit the shutoffs to those hours of the day and days of the week when the Church is not in operation.

B. Upon full installation and connection of the Water System, the Church shall discontinue the use of the existing well and water supply serving the Church Lot and to obtain its water from the Water System. Three Socios shall be solely responsible for any costs and expenses required to discontinue the existing well and water supply on the Church Lot. The Church agrees not to construct or install any new wells on the Church Lot.

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C. Three Socios shall be solely responsible for all work related to the operation, maintenance and repair of the Water System, except that the Church shall be solely responsible for work and expenses related to the maintenance and repair of any portions of the Water System that lie within the Church Lot unless caused by the negligence of Three Socios. Three Socios shall comply, at its sole expense, with all applicable laws, rules and regulations regarding monitoring and treatment of water at the wellhead/pump-house, and provide evidence of such compliance to the Church upon request. Notwithstanding the foregoing, the Church shall be responsible at its sole cost and expense for any monitoring and testing of water required on the Church Lot. If the Church's monitoring/testing indicates a problem with the water supply which is not evident in the wellhead monitoring/testing, the Church shall be responsible to obtain a diagnosis of the cause of such problem and shall provide a copy of such diagnosis to Three Socios. The Church shall be solely responsible to remedy the cause(s) of such problems that exist within the Church Lot, and Three Socios shall be solely responsible to remedy the cause(s) of such problems that exist outside of the Church Lot.

D. The Church shall be responsible to reimburse Three Socios its Share (as hereinafter defined) of Three Socios' actual documented expenses related to the maintenance, repair or replacement of the water pump or pumps that pump water for the Water System. As used herein, the Church's Share shall be a fraction, the numerator of which shall be 1 and the denominator of which shall be the number of lots connected to the Water System at the time such expenses are incurred. Except as provided in this Section 1.D., the Church shall not be responsible for any costs related to the operation, maintenance, repair or replacement of the Water System.

E. Three Socios shall supply reasonable quantities at reasonable pressure, but not less than the required amount of gallons per day as established by state and local building codes (including the currently mandated International Plumbing Code (IPC), 2009 version, or such other plumbing code that may be subsequently adopted by the State of New Hampshire or the Town of Barrington and is in effect and applicable at the time of such construction or repair), of potable water to the Church Lot from the Water System at no charge to the Church consistent with the Church's current consumption and any reasonable increase due to growth in the Church's congregation, as set forth in more specifically in Exhibit A hereto, as allowed by applicable permits and approvals for the Water System. As used herein, *"potable"* is defined as water free from impurities in quantities sufficient to cause disease as determined by the New Hampshire Department of Environmental Services or any other governmental body with regulatory authority over the Water System. It is understood that the Church's current water use is for consumption by employees, guests and invitees of the Church Lot as part of its customary church operations, including a kitchen, and that the use as set forth in Exhibit A will continue. If the Church's demand for water materially increases, Three Socios will use reasonable efforts to accommodate such increased demand, provided that such accommodations do not impose additional direct costs on Three Socios or conflict with the Water System's design and permit capacity. The Church shall not sell or otherwise supply water from the Water System to anyone other than the aforementioned persons.

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F. Three Socios will indemnify, defend, and hold the Church (and its mortgagees) harmless from and against any claim, cost, damage, expense (including, without limitation, reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim for environmental cleanup costs resulting from the discharge, release or migration of Hazardous Materials (as defined below) by Three Socios on the Church Lot. As used herein, the term "Hazardous Materials" shall be deemed to refer to any oil, petroleum, friable asbestos, hazardous waste, hazardous material, or other waste or material regulated or limited by applicable federal, state, or local environmental laws or regulations. Three Socios shall in no way be liable for any loss, damage, or expense that the Church may sustain or incur by reason of any change, failure, interference, disruption, or unavailability in the supply of the water furnished to the Church Lot, unless caused by the negligence or willful misconduct of Three Socios, its officers, directors, agents, employees, licensees, contractors or invitees.

2. Commencement Date/Termination. Notwithstanding anything else in this Agreement, the obligations of the Parties under this Agreement shall commence upon Three Socios' receipt of all final unappealable permits and approvals necessary for the Development and Water System and Three Socios' election to construct the Development and Water System, failing which Three Socios is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Agreement on behalf of the Parties. If a public water supply becomes available to serve the Church Lot, the Church shall connect to such public water supply at Three Socios' sole cost and expense, and Three Socios shall no longer be obligated to supply water to the Church Lot. Upon drilling of the well(s) for the Water System but prior to the discontinuation by the Church of its existing well, Three Socios shall have the right to conduct testing in its sole discretion to determine the adequacy of the Water System, including water quantity and quality, to supply water to the intended users. If Three Socios is unsatisfied with the results of such testing, in its sole discretion, Three Socios shall be entitled to terminate this Agreement and record a notice of termination in the Strafford County Registry of Deeds on behalf of the Parties.

3. No Barriers. Each Party covenants and agrees that it shall not erect barriers on its Parcel which would have the effect of impeding the use and maintenance of the Water System except to the extent necessitated to effectuate repairs within such area or as required by governmental authorities. Each party covenants and agrees that any improvements or subsequent replacements and/or alterations placed on or any portion or either Party's Parcel shall be constructed in a manner which shall not impede the use and maintenance of the Water System.

5. Runs with Land. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of every portion of the respective Parcels and their successors, assigns, tenants, guests, licenses, invitees and mortgagees. Three Socios shall be entitled to assign the Water System and operation thereof to a third party subject to the Church's consent which consent shall not be unreasonably withheld.

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6. Miscellaneous.

(a) Cooperation. The Parties agree to execute and deliver all such other documents and to take any action that may be reasonably required to effectuate the transactions contemplated by this Agreement.

(b) No Partnership. Neither anything in this Agreement contained nor any acts of the parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties to this Agreement.

(c) Compliance with Law. The parties shall use, possess, and maintain the Water System in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations. Neither party shall act in any manner that will violate the conditions of any permits or approvals for the Water System, or impair the integrity of the water supply.

(d) Remedies. If Three Socios, its successors or assigns defaults in its obligations hereunder and such default is not cured within 10 days after Three Socios receives written notice of such default from the Church (or such additional time as reasonably necessary to complete the cure provided that Three Socios is diligently pursuing the same), the Church may, but shall not be obligated to, remedy such default and shall be reimbursed by Three Socios together with interest from the date of disbursement at the prime rate as published by the Wall Street Journal and an administrative fee of Ten (10%) of the cost of the cure.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals as of the day and year first above written.

THE THREE SOCIOS, LLC

By:_____
Its:_____
Duly Authorized

THE JOURNEY BAPTIST CHURCH

By:_____
Its:_____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ___ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Three Socios, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public
My commission expires

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ___ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____, the duly authorized _____ of The Journey Baptist Church known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public
My commission expires

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EXHIBIT A

Approximately 15,630 square foot church building with 300 seats.

Description of use(s) within space	Square Feet
Total	

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