ACCESS EASEMENT

The Three Socios, LLC, a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 (hereinafter referred to as the "Grantor"), for consideration paid, grants to **The Journey Baptist Church**, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Grantee"), with QUITCLAIM COVENANTS, a perpetual and non-exclusive easement to pass and repass over a portion of the property of Grantor known as Barrington Tax Map 238, Lot 4 (the "Three Socios Lot"), which abuts certain property owned by Grantee known as Barrington Tax Map 235, Lot 83 (the "Church Lot"), said easement being shown as "40.00' Access Easement in Favor of Tax Map 235, Lot 83, 12,861 SF" on a plan entitled "Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH" dated _____, prepared by Jones & Beach Engineers, Inc. and recorded in the Strafford County Registry of Deeds as Plan #_____ (the "Easement Area").

A. PURPOSE. The purpose of this Easement is to provide the Grantee, their guests and invitees the right to access the Church Lot by foot, cars, trucks, and other motor vehicles typically driven on public roadways to and from Route 125. Any other uses of the Easement Area not specifically set forth herein are subject to obtaining Grantor's prior written approval, which may be withheld at its sole discretion.

B. COMMENCEMENT DATE/TERMINATION. The obligations of the parties under this Easement Deed shall commence upon Grantee's receipt of all final unappealable permits and approvals necessary for the Grantor's proposed development of the Three Socios Lot in its sole discretion, and Grantor's election to proceed with said development, failing either of which Grantor is authorized to record in the Strafford County Registry of Deeds a notice of termination of this Access Easement on behalf of the parties. Notwithstanding anything in this Agreement to the contrary, the Easement granted herein shall automatically terminate if the Church Lot is used as a gas station and/or convenience store.

C. MAINTENANCE OF EASEMENT AREA. The Grantor shall be responsible, at its sole cost and expense, to maintain and repair the Easement Area, including the landscaping located therein, except for damage caused by the negligence or willful misconduct of the Grantee, for which Grantee shall be solely responsible. All work shall be performed in a good,

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workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Notwithstanding the foregoing, the Grantee shall promptly repair any damage to the Easement Area that is caused by or results from the exercise of its rights pursuant to this Easement, reasonable wear and tear excepted.

D. COMPLIANCE WITH LAW. The Grantee shall use, possess and repair the Easement Area in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations, and in accordance with any and all federal, state and local permits and approvals.

E. INDEMNIFICATION/INSURANCE. The Grantee shall indemnify and hold the Grantor harmless from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with the Grantee's use of the Easement Area, including the use of the Easement Area by the Grantee's guests and invitees, unless such damage, injuries, losses, expenses, fees and costs were caused by the gross negligence or willful misconduct of the Grantor.

The Grantee shall procure and maintain in full force and effect general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Easement Area to afford protection to the limit of not less than $1,000,000.00 for injury or death of a single person, and to the limit of not less than $1,000,000 for any one occurrence. Any policy of insurance provided for in this paragraph shall name Grantor as insured as its interests may appear, and, upon demand by the Grantor, the Grantee shall provide the Grantor with a certificate evidencing the fact that such insurance has been obtained. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Grantor. The failure to maintain such insurance shall permit the Grantor to terminate this Easement, following written notice to the Grantee, and a failure to procure such insurance for a period not to exceed thirty (30) days.

F. BINDING EFFECT. The rights, duties and obligations of the Grantor and Grantee are binding upon their respective heirs, executors, administrators, successors and assigns.

G. BENEFITTED PARCEL. The easement herein granted runs to the benefit of the Church Lot more particularly described in a Warranty Deed dated April 10, 2013 and recorded in the Strafford County Registry of Deeds at Book 4116, Page 404 and shall be held by the Grantee, its successors and assigns, as appurtenant to the Church Lot.

H. BURDENED PARCEL. The Three Socios Lot more particularly described in a Fiduciary Deed dated July 6, 2011 and recorded in the Strafford County Registry of Deeds at Book 3937, Page 522 shall hereinafter be subject to the Easement created hereby as an encumbrance thereon.

[Signature Page Follows]

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DATED this _____ day of _____, 2014.

THE JOURNEY BAPTIST CHURCH

By: _____
Name:
Title:
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 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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THE THREE SOCIOS, LCC

By: _____
Name:
Title:
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

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