

September 8, 2016

Kasher Corp.  
P.O. Box 626  
Billerica, MA 01821

**Re: Wells Village Condominium development**

Dear Fran,

This letter constitutes the **AGREEMENT** between **Kasher Corporation** (Kasher), a Massachusetts corporation, of P.O. Box 626, Billerica, Massachusetts 01821, **Hampstead Water Services Company**, a division of **Lewis Builders Development, Inc.** a New Hampshire corporation (HAWSCO), of 54 Sawyer Ave, Atkinson, New Hampshire, and **Hampstead Area Water Company, Inc.** (HAWC), a New Hampshire corporation, also of 54 Sawyer Ave, Atkinson, New Hampshire. All provisions contained herein are expressly contingent upon HAWC obtaining approval from the Public Utilities Commission (PUC).

- A. HAWSCO agrees to design and build a Water System (System) to serve 50 residential condominium units in the Wells Village development to be built by Kasher, located in the Town of Sandown, New Hampshire.
- B. The Contract Price for the System is \$286,800.00 unless otherwise agreed in writing by both parties, which Kasher agrees to pay, for the construction of the System, and which shall be paid in accordance with Paragraph G below.
- C. HAWC agrees to petition the New Hampshire Public Utilities Commission (PUC) for permission and approval to purchase, finance said purchase and to franchise the System.
- D. The total cost for the system for HAWC is \$462,305.00, as shown on the Project Cost Estimate attached as Exhibit 7, of which HAWC will pay \$50,000 pursuant to the terms of a promissory note (Exhibit 5) and the remainder will be contributed by Kasher to HAWC as Contribution in Aid of Construction (CIAC). Subject to approval of the PUC, HAWC agrees to pay to Kasher \$1,000.00 (or such other amount as the PUC may permit,) for each residential unit hook-up to the System (Hook-up Compensation). Payment to be made by a promissory note as set forth in paragraph H below.
- E. Upon approval by the PUC, HAWC further agrees to operate, repair, maintain, manage, and administer the System, in order to provide sufficient domestic potable water to all units within the development, in ways acceptable to the NHDES and PUC. As a condition to this purchase, Kasher shall provide to HAWC a detailed breakdown of all costs incurred by

Francis McCarthy  
Kasher Corporation  
Letter Agreement dated September 8, 2016

Kasher to build those portions of the System, including all associated costs for land, preliminary engineering, well installation, and facilities installation and testing, etc., which portions are constructed by persons or entities other than HAWSCO. Kasher shall execute a Bill of Sale to HAWC in the form attached as Exhibit 2 upon the completion of the system.

F. Kasher agrees to also grant to HAWC a Water Rights Deed and Easements in the form attached as Exhibit 3, which is necessary for HAWC to operate, repair, maintain, manage, and administer the System.

G. Payment Schedule:

Kasher agrees to pay HAWSCO under the following schedule:

1. a deposit of 50% (**\$143,400.00**) for HAWSCO to order materials and schedule work.
2. a further payment of 25% (**\$71,700.00**) at the commencement of work.
3. monthly invoiced progress payments until the completion of the work.

H. HAWC agrees to pay Kasher by promissory note, in the form attached as Exhibit 5, the sum of \$1,000 per residential condominium unit, payable upon hook up to the Water System, located within the Wells Village development. No payment shall be due from HAWC to Kasher, under any note, until HAWSCO has received payment-in-full, of the contract price.

I. The total does not include ledge. Should ledge be encountered during the installation, it will be billed to Kasher on a time and material basis (estimated cost is \$125 per lineal foot for ledge removal, including blasting). Thirty Six (36) hours of Police Detail is included in this quote. Any additional Police Detail required by HAWSCO is not covered in this quote and will also be charged to Kasher on a time and material basis. If either ledge or Police Detail is required, a written change order will be issued detailing same, and signed by both parties.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**KASHER CORPORATION**

By: \_\_\_\_\_  
Francis McCarthy, President, duly authorized

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Letter Agreement dated September 8, 2016

**LEWIS BUILDERS DEVELOPMENT, INC.**  
**d/b/a HAWSCO**

**HAMPSTEAD AREA WATER CO, INC.**

By: \_\_\_\_\_  
Christine Lewis Morse, its President

By: \_\_\_\_\_  
Harold J. Morse, its President

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