

AMENDMENT TO AGREEMENT FOR THE SUPPLY OF WATER

This Amendment to Agreement for the Supply of Water, dated September __, 2022 ("Amendment"), is made by and between the Town of Hopedale, acting by and through its Board of Water and Sewer Commissioners, with offices at 78 Hopedale Street, Hopedale, Massachusetts 01747 ("Hopedale"), the Town of Mendon, acting by and through its Board of Water Commissioners, with offices at 20 Main Street, Mendon, Massachusetts 01756 ("Mendon"), and Bluewater Property Group, LLC, with offices at 100 Front Street, West Conshohocken, PA 19504 (together with its successors and assigns, "Bluewater"). Hopedale, Mendon and Bluewater shall be referenced, collectively, as the "Parties."

WHEREAS, Hopedale and Mendon are the parties to that Agreement For The Supply of Water, dated January 1, 2018 ("Agreement"), under which Hopedale has agreed to and does supply domestic water service to certain residential properties within the Town of Mendon, as specified in Exhibit A to the Agreement; and

WHEREAS, the Agreement limits the purposes for which the water supplied by Hopedale may be used, and specifically prohibits use for non-residential purposes except business uses permitted in single-family residences under the Mendon Zoning Bylaw and certain business and religious uses existing as of January 1, 2005; and

WHEREAS, the property currently known as 23 Cape Road in Mendon (the "Property") is the subject of a proposed commercial development (the "Development") by Bluewater; and

WHEREAS, Bluewater has requested Hopedale to provide a water system connection solely for purposes of fire suppression, or fire service, in the event the Development receives all necessary permits and licenses for construction and Bluewater (or its successors or assigns) constructs the Development (the "Cape Road Fire Service Connection"); and

WHEREAS, Mendon has endorsed Bluewater's request by making a separate request to Hopedale for approval of the Cape Road Fire Service Connection; and

WHEREAS, Hopedale is willing to provide the Cape Road Fire Service Connection, subject to the terms and conditions stated in this Amendment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein set forth, the sufficiency of which each party expressly acknowledges, Hopedale, Mendon and Bluewater hereby agree as follows:

1. Upon: (a) approval of the Development by all applicable boards and authorities in Mendon, (b) the expiration of any applicable appeal periods and/or the final resolution of any appeals confirming approval of the Development, (c) Bluewater's written notification to Mendon that it or its successors or assigns has acquired the Property and is proceeding with the

construction of the Development, and (d) submission of a written application to Hopedale for the Cape Road Fire Service Connection (“Connection”) (hereinafter referred to collectively as the “Conditions”), Hopedale shall provide the Connection, utilizing the existing infrastructure, as it may be modified, to allow for construction of the Development, connecting the Hopedale and Mendon water supply systems pursuant to the Agreement. The physical connection between the Development and the existing infrastructure and any modifications to the existing infrastructure and water line easement located on the Property shall be the sole responsibility of Bluewater (or its successors or assigns), subject to approval by Hopedale and Mendon, which approvals shall not be unreasonably withheld, conditioned or delayed. Bluewater (or its successors or assigns) shall be solely responsible for all costs associated with the Connection and modifications to existing infrastructure.

2. The Connection shall not be made until and unless Bluewater (or its successors or assigns) pays Hopedale a single connection fee in the amount of Two Hundred Thousand Dollars (\$200,000.00), as set forth in Bluewater’s letter of February 10, 2022 to the Hopedale Water and Sewer Department (the “Connection Fee”), a copy of which is attached hereto as Exhibit A. The Parties expressly agree that the Connection is subject to payment of the Connection Fee. Bluewater (or its successors or assigns) shall not be obligated to pay the Connection Fee if the Development is not constructed.

3. Hopedale will invoice Mendon for the cost of any water supplied through the Connection in accordance with the billing procedures specified in the Agreement at the applicable fire service rate, which as of the date of this Amendment is a flat rate of \$150.00 per three-month quarterly period. All procedures for payment and remedies for nonpayment specified in the Agreement shall be applicable to the Connection. Bluewater (or its successors and assigns) shall be considered a customer of the Mendon Water Commission and shall be subject to all charges for service and fees outlined in Mendon’s Rules and Regulations.

4. This Amendment relates solely to the Connection, and nothing herein shall obligate Hopedale to make any additional water service connections for, or supply additional water to, any other property in the Town of Mendon, except as set forth in the Agreement.

5. Provided that Bluewater (or its successors or assigns) acquires the Property and obtains the Connection, Bluewater (or its successors and assigns) and each property owner within the Development shall comply with all rules, regulations and orders duly adopted by Hopedale, as amended from time to time, which are applicable to water users within the Town of Mendon pursuant to the Agreement and shall be subject to enforcement of such rules, regulations and orders to the same extent as any water customers subject to the Agreement. Mendon shall cooperate with Hopedale’s efforts to enforce its rules, regulations and orders, including, without limitation, by taking reasonable enforcement efforts, as outlined in the Agreement, at Hopedale’s request. Each property owner within the Development shall comply with all rules, regulations and orders duly adopted by Mendon, as amended from time to time, which are applicable to all water users within the Town of Mendon.

6. Hopedale shall supply the Development with water of the same quality as the quality of water Hopedale supplies to its residents, and makes no representations or warranties regarding the quality of the water that may be supplied through the Connection.

7. This Amendment is subject to all applicable state and federal laws, regulations, orders, decisions and requirements, including without limitation the regulations of the Massachusetts Department of Environmental Protection.

8. If Bluewater acquires the Property and proceeds with the Development, Bluewater (or its successors or assigns) shall take reasonable measures to ensure that any successor owners of the Property within the Development are aware of this Amendment. If Bluewater (or its successors or assigns) acquires the Property and proceeds with the Development, Bluewater (or its successors or assigns) shall notify Mendon and Hopedale upon the transfer of the Property to another party and disclose the terms of this Amendment to its successor.

9. With the reasonable cooperation of Hopedale, Mendon shall be responsible for obtaining any permissions, consents, approvals, easements or licenses from Bluewater (or its successors and assigns) that are reasonably necessary to effectuate the purpose of this Amendment.

[Signatures appear on the following page(s).]

BOARD OF WATER AND SEWER COMMISSIONERS
OF THE TOWN OF HOPE DALE

John Bent Edward Bent
James Moran James M. MORAN
Bob L. Adam ANDERSON

Print Names:

Title(s):

Duly authorized

BOARD OF WATER COMMISSIONERS
OF THE TOWN OF MENDON

Allan Kent Allan Kent
Kevin Ruuden KEVIN RUUDEN
Vincent J. Roy Vincent J. Roy

Print Names:

Title(s):

Duly authorized

Bluewater Property Group, LLC

By: BS

Print Name: Stephen J Butte

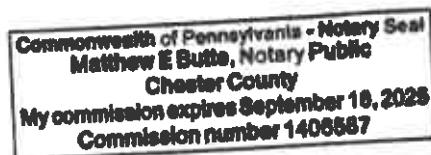
Title: Manager

Duly authorized

State of Pennsylvania

County of Montgomery SS:

On this 24th day of August, 2022, before me, the undersigned notary public, personally appeared Stephen J Butte, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document in my presence and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public Matthew E. Butte
My commission expires: September 16, 2025

Exhibit A

BLUEWATER
PROPERTY GROUP

February 10th, 2022

Town of Hopedale, Massachusetts
Water & Sewer Department
78 Hopedale Street
Hopedale, MA 01747
Attention: Tim Watson, Manager

RE: 23 Cape Road, Mendon, MA; Proposed Amendment/Extension to Agreement for the Supply of Water dated January 1, 2018 by and between the Town of Hopedale, MA ("Hopedale") by and through its Board of Water and Sewer Commissioners and the Town of Mendon, MA ("Mendon") ("Water Agreement")

Dear Mr. Watson:

As you know, Bluewater Property Group LLC ("BPG") is currently conducting due diligence under its contract to purchase a portion of the property located at 23 Cape Road, Mendon, MA ("Property") for development.

In connection with BPG's proposed project at the Property, BPG is seeking a water main connection for fire suppression purposes to the existing Mendon water system. The Mendon water system is supplied with water from the Town of Hopedale and is subject to the Water Agreement. We understand that this fire connection will require an amendment to, or extension of, the existing Water Agreement.

BPG is willing to commit to a tap fee in the amount of \$200,000 to the Town of Hopedale for this fire connection. Upon payment of this tap fee, BPG shall be permitted to use the Hopedale water supply via this water main connection for fire suppression purposes. This tap fee shall be specific to BPG's proposed project and shall not benefit the Property if BPG's project does not move forward. BPG's commitment of this tap fee is conditioned on (i) BPG receiving all final, unappealable approvals and entitlements for the proposed project at the Property, and (ii) BPG's acquisition of the Property.

Please let us know a convenient time to discuss the above.

Regards,



Connor M. Downey
Vice President
Bluewater Property Group LLC