AGREEMENT

This agreement is made as of November 1, 2012, between Theresa Crawshaw, of 24 Tate Road, Gilford, NH 03247, and White Rock Water Company, Inc., of PO Box 7394, Gilford, NH 03247. In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Crawshaw, shall, in her capacity as president of White Rock, attend to all actions necessary or desirable for the proper administration of White Rock not contracted to C&C Water Services, Inc. or some other entity. Such actions shall include, but are not limited to:

Manage cash, including reconciling accounts and paying bills;

Negotiate, execute, record and implement contracts with providers;

Oversee contractors, including, but not limited to C&C Water Services, Inc.;

Oversee attorneys, accountants and other professionals;

Consult with, consider advice of, and decide issues referred to professionals;

Research, procure, receive, implement and store goods and services; and

Oversee regulatory matters, including, PUC, DRA and DES.

Crawshaw, in her discretion, shall determine the time, method, order and place of performance of the work covered by this contract.

- 2. For the work covered by this contract, White Rock shall pay Crawshaw, without demand, a fixed fee of Two Hundred Ninety Dollars (\$290.00) per month, for each month, or portion thereof, during the term of this contract. Such payments shall commence on the last day of the month in which falls the effective date of this contract, and shall continue on the same day of each month thereafter.
- 3. Either White Rock or Crawshaw may terminate this agreement, with or without cause, upon one month written notice. Upon termination, White Rock shall pay the fee due for the month in which said termination is effective.
- 4. Crawshaw, shall at all times be an independent contractor, and not an employee, of White Rock. Crawshaw, shall file all returns of, and pay all taxes upon the income received pursuant to this agreement.

5. This agreement shall be effective on November 1, 2012.

IN WITNESS WHEREOF, Crawshaw, and White Rock have hereunto affixed their signatures as of the date first above written.

Theresa Crawshaw

WHITE ROCK WATER CO., INC. By:

Theresa Crawshaw, President

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