

BYLAWS
OF
COLONIAL DRIVE SEWER ASSOCIATION

Table of Contents

ARTICLE I - PURPOSE	3
ARTICLE II-MEMBERSHIP	3
Section 2.1 Definition of Member	3
Section 2.2 Becoming a Member.....	3
Section 2.3 Term of Membership	4
Section 2.4 Sale of Member Property	4
ARTICLE III - MEETING OF MEMBERS	4
Section 3.1 Annual Meeting	4
Section 3.2 Other Meetings	4
Section 3.3 Place of Meeting	4
Section 3.4 Notice of Meetings.....	5
Section 3.5 Waiver of Notice.....	5
Section 3.6 Quorum	5
Section 3.7 Voting	5
Section 3.8 Proxy	5
Section 3.9 Conduct of Meetings.....	6
ARTICLE IV-BOARD OF DIRECTORS	6
Section 4.1 Definition of the Board of Directors.....	6
Section 4.2 Election	6
Section 4.3 Term.....	6
Section 4.4 Resignation, Removal, and Vacancies.....	7
Section 4.5 Duties and Powers	7
Section 4.6 Adoption of Annual Budget.....	8
Section 4.7 Compensation for Services	8
Section 4.8 Committees	8
Section 4.9 Meetings.....	8
Section 4.10 Action by Consent	8
Section 4.11 Quorum and Voting	9

Section 4.12 Conflict of Interest	9
ARTICLE V –OFFICERS.....	9
Section 5.1 Number, Election, and Term of Officers	9
Section 5.2 Duties of Officers.....	9
Section 5.3 Removal of Officers.....	10
ARTICLE VI – ASSESSMENTS AND RATES	10
Section 6.1 Need for Sewer Assessments	10
Section 6.2 Definition of Sewer Assessments	10
Section 6.3 Definition of Special Assessments	10
Section 6.4 Increase in Sewer Assessments.....	11
Section 6.5 Surplus of Funds	11
Section 6.6 Obligation of Members to Pay Sewer Assessments	11
ARTICLE VII – INDEMNIFICATION.....	12
ARTICLE VIII – SEVERABILITY.....	12
ARTICLE IX – AMENDMENTS.....	12
ARTICLE X -EFFECTIVE DATE	12
ARTICLE XI - GENERAL PROVISIONS	12

BYLAWS
OF
COLONIAL DRIVE SEWER ASSOCIATION

ARTICLE I - PURPOSE

This Colonial Drive Sewer Association (“Association”) is established to maintain and administer the common sewer facilities (referred to as the “Colonial Drive Sewer System”, or “CDSS”), which include the sewer pump, pump house, common sewer lines, and all other sewer appurtenances, including electricity for the sewer pump house, for the common good of the inhabitants of Colonial Drive in Moultonborough, New Hampshire.

ARTICLE II-MEMBERSHIP

Section 2.1 Definition of Member

Membership is open to only owners (“Owner”) of property (“Property”) on Colonial Drive in Moultonborough, New Hampshire, as recorded at the Carroll County Registry of Deeds, and where the Property has an existing connection to the existing sewer system located within Colonial Drive and the Owner joins the Association. Once a Property is a member (“Member”) of the Association, the Property remains a Member until the connection to the Colonial Drive Sewer System is permanently disconnected. Multiple owners of a Property shall act as one whole and single Owner.

Section 2.2 Becoming a Member

An Owner of Property within the Colonial Drive subdivision may become a Member upon completing the following:

- (a) the Owner establishes that the Property is connected to and is served by the CDSS at the time of the formation of this Association;
- (b) the Owner signs a declaration and acceptance (“Declaration and Acceptance”) binding the Owner and Property to the Association’s declaration of covenants and restrictions, to be recorded in the Carroll County Registry of Deeds; and
- (c) the Owner records the Declaration and Acceptance at the Carroll County Registry of Deeds.

Other than those Owners of Property serviced by the CDSS, the Association may:

- (1) refuse to allow any further expansion of the CDSS;
- (2) allow selective expansion in any way the Association sees fit;
- (3) act in an inconsistent fashion from year to year as the Association sees necessary for the benefit of its Members.

The Association has no responsibility to provide sewer service to any other property not connected to and served by the CDSS at the time of the formation of the Association, unless and

until the Members elect to extend sewer service to owners of such property.

Section 2.3 Term of Membership

Once the Owner of a Property becomes a Member of the Association, the Member shall remain a Member of the Association so long as they continue to own the Property and the Property continues to be connected to the sewer system. If the Owner continues to own the Property and wishes to resign from the Association, the Owner must:

- (a) permanently disconnect their Property from the CDSS at their own expense;
- (b) notify in writing the Association's Board of Directors of the completion of such disconnection; and
- (c) submit a written resignation which includes a personal guarantee to not reconnect to the CDSS.

Section 2.4 Sale of Member Property

Should the Owner of Member Property sell the Property, the new owner or owners shall automatically become Members of the Association. It shall be the responsibility of the seller to notify the buyer of the membership obligations in writing prior to the sale of the Property. The act of using the CDSS by the new property owner, their guests, residents, agents, or assigns shall indicate their acceptance of membership in the Association and shall obligate the new property owner to pay their share of the costs of the CDSS in accordance with the Association's bylaws.

ARTICLE III - MEETING OF MEMBERS

Section 3.1 Annual Meeting

The annual meeting of the Association will be held on or about the month of October or at such other reasonable time as the Board of Directors may determine.

The purposes of the Association's annual meeting is to elect directors, appoint officers, and transact such other business as may properly come before the meeting.

Section 3.2 Other Meetings

Other meetings may be called at any time by the Board of Directors or by twenty-five percent (25%) of the entire Members entitled to cast votes, provided appropriate notice is given as set forth in Section 3.4.

Section 3.3 Place of Meeting

All meetings of the Association or of the Board of Directors will be held in Moultonborough, New Hampshire, with the exact location to be determined by the Board of Directors and set

forth in the notice of each such meeting.

Section 3.4 Notice of Meetings

Except as otherwise provided by New Hampshire law, notice of each meeting shall be served personally, by email, or in writing. Wherever email is available, notice of meetings will be delivered using electronic email means of communication unless written communication is reasonably requested by the Member.

Notices of meetings will be delivered a minimum of fifteen (15) days prior to the date of the meeting. The notice will clearly set forth the date, time, location, and purpose(s) of any meeting.

Section 3.5 Waiver of Notice

Whenever notice is required, a waiver of such notice, in writing signed by the person(s) entitled to such notice, whether before or after the time stated for notice, will be deemed the equivalent of giving of such notice.

Section 3.6 Quorum

One-half of the voting Members in person or by proxy shall be considered a quorum at any meeting and once established will remain in effect until the meeting is officially adjourned. Except as elsewhere provided herein, once a quorum has been established, any proper action may be taken at any meeting upon the affirmative vote of a simple majority of Members present in person or certified proxy and voting.

If a meeting cannot be conducted because a quorum has not been met, those present, in person and by proxy, may adjourn the meeting for at least fifteen (15) days and notice of the new meeting date shall be given to all Association Members.

Section 3.7 Voting

All Members in good standing shall be entitled to one (1) undivided vote per Property at any meeting of the Members of the Association.

A Member is in good standing if not delinquent in payment of Association assessments. In any meeting of Members, the Owners of Property shall be entitled to cast the number of votes equal to the number of Property owned. Except as elsewhere provided herein, a vote at any meeting of the membership of the Association of a simple majority of the Members present in person or by proxy, after a quorum has been established, shall be the vote of the Association.

Section 3.8 Proxy

Each Member may submit a proxy vote to the Board of Directors or to any other single Member. Proxy given to any single Member of the Association in good standing is valid only for the agenda of a single meeting. Proxy votes must be witnessed by a Notary Public or by two (2) non-members. Certified proxy votes must be presented to the Association's Secretary prior to any vote at a membership meeting.

Section 3.9 Conduct of Meetings

The conduct of all meetings of the Association shall generally conform to Roberts Rules of Order to the extent that Members may decide by vote.

ARTICLE IV-BOARD OF DIRECTORS

Section 4.1 Definition of the Board of Directors

The Board of Directors shall consist of three (3) Members of the Association, duly elected pursuant to these bylaws, who shall conduct and manage the affairs of the Association. The incorporators of the Association shall elect the initial Board of Directors. The initial Board of Directors shall have a composition and terms of office in conformity with the requirements of this Article. After the election of the initial Board of Directors, the incorporators shall relinquish management of the affairs of the Association to the Board of Directors.

Section 4.2 Election

At each annual meeting, the Members shall elect members of the Board of Directors from the Members in good standing at the time of the annual meeting.

Section 4.3 Term

Directors, other than the Initial Director, shall be elected for terms of three (3) years, such terms to be staggered such that one-third of the total number of Directors (or such number as to approximate one-third insofar as practicable) shall be elected or appointed each year.

Therefore, at the first meeting of the Members held, the members shall elect one Director to a one-year term, one Director to a two-year term, and one Director to a three-year term.

The term of any Director elected or appointed to fill a vacancy prior to the expiration of a term due to death, resignation or other cause shall be for the remainder of the term of the Director whose death, resignation, or other cause created the vacancy.

Members of the Board of Directors shall serve until their respective successors are elected, or until death, resignation, or removal, provided that if any member of the Board of Directors ceases to be the Owners of a Property, their membership on the Board of Directors shall immediately terminate.

Section 4.4 Resignation, Removal, and Vacancies

Any member of the Board of Directors may resign at any time by giving written notice to the Association's Secretary. The effective date of resignation shall be the date on which the Board member submitted their written resignation to the Association's Secretary.

A member of the Board of Directors may be removed by two-thirds (2/3) of the Members voting, in person or by proxy, at any meeting of the Association, provided notice of the meeting includes the proposed action of removal. Whenever there is a vacancy on the Board of Directors between annual meetings, the Board of Directors shall appoint a Director to the vacancy until the next annual meeting.

Section 4.5 Duties and Powers

Except as otherwise provided in these bylaws, all the powers, duties, and functions of the Association conferred by these bylaws, State statutes, common law, court decisions or otherwise, shall be exercised, performed, and controlled by the Board of Directors.

The Board of Directors shall have general charge of the day-to-day affairs, property, and assets of the Association. The Board of Directors shall have the authority to make all rules and set all procedures governing the functioning or operation of the Association, so long as not inconsistent with the Federal, State, or local law, or the Association's bylaws.

These powers include, but are not limited to, determination of Association budget, setting of assessments and late charges, as well as procedures regarding disconnection for failure to pay assessments.

It shall be the duty of the directors ("Directors") to carry out the aims and purposes of this Association and, to this end, to manage and control all of its property and assets.

The Board of Directors may, from time to time, appoint as advisors persons whose advice, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the Association's purposes. Such advisors shall not receive any stated salary for their services as such, but by resolution of the Board of Directors reimbursement for reasonable expenses incurred in connection with the duties of such advisors may be allowed.

The Board of Directors is authorized to employ persons, attorneys, agents, vendors, and assistants, as in its opinion are needed for the administration of the Association and to pay reasonable compensation for services and expenses thereof.

Except as provided by law, these bylaws, every function, authority, power and duty of the Association may, in the Board of Director's discretion, be hired or contracted by it to be done, or delegated to, others acting under its general direction, supervision, and control.

The Board of Directors shall have the power to terminate and replace any participating Director,

custodian, or agent for breach of fiduciary duty under the laws of the State of New Hampshire.

Section 4.6 Adoption of Annual Budget

The Board of Directors shall adopt a budget for each calendar year to be presented to the Members of the Association at the annual meeting. The common expense budget shall include expenses incurred for maintenance of the sewer pump, pump house, and common sewer lines.

Section 4.7 Compensation for Services

Directors shall be precluded from rendering services for compensation to the Association in any capacity. However, Directors may be reimbursed for reasonable expenses associated with carrying out their duties as members of the Board of Directors in accordance with such policies as may be established by the Board from time to time.

Section 4.8 Committees

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of at least one Director, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him by law.

Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present.

Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association. Each committee shall appoint their chair of the committee. Any committee member may be removed by the Board of Directors whenever in their judgment the best interest of the Association shall be served by such removal.

Section 4.9 Meetings

The Board of Directors shall meet at the call of the Chairperson or any two (2) members of the Board of Directors. The Board of Directors may conduct meetings in person, by telephone, or electronically, at the discretion of the Chairperson. The meetings of the Board of Directors are subject to the notice requirements and waiver of notice provisions set forth above.

Section 4.10 Action by Consent

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to the action is signed by all members of the Board of Directors and filed with the minutes of meetings. Action by consent

shall not be used at a time or in a manner so as to exclude members of the Board of Directors from attendance at a meeting.

Section 4.11 Quorum and Voting

Each member of the Board of Directors shall be entitled to one (1) undivided vote at any meeting of the Board of Directors. The presence of a majority of the Board of Directors at any duly called meeting will constitute a quorum and will remain in effect until the meeting is officially adjourned. A simple majority of the Directors present after a quorum has been established shall be the vote of the Board of Directors except as otherwise provided.

Section 4.12 Conflict of Interest

A conflict of interest or an appearance of a conflict of interest may arise when a Director has a direct or indirect interest in another entity, which enters into a transaction with the Association. Direct or indirect interest includes any legal, equitable, or fiduciary interest or position in an entity by a Director or a member of a Director's family. Any such interest shall be disclosed and made a matter of record at the time of election to the Board of Directors and maintained through an annual procedure and when the interest becomes a matter of Board action. No Director having a conflict of interest in any manner shall be counted in determining the quorum for the meeting, nor present when the matter is discussed or voted on. Meeting minutes shall reflect that the disclosure was made, that the Director abstained and was not present during the discussion or vote, and that a quorum existed not counting such Director. The conflict-of-interest provisions of this Section shall be in addition to and not in lieu of the applicable provisions of New Hampshire law regarding conflicts of interest.

ARTICLE V –OFFICERS

Section 5.1 Number, Election, and Term of Officers

The officers of the Association shall consist of a President, Treasurer, and Secretary, as elected by the Board of Directors at the first meeting of the Board of Directors following the Association's annual meeting. Initial Officers shall be elected at the first annual meeting of the Association.

The term of office of each officer shall be one (1) year, until the following first Board of Director's meeting following the Association's annual meeting.

Section 5.2 Duties of Officers

Officers of the Association shall each have such duties as generally pertain to their respective positions. The President shall be the chief executive officer of the Association and preside over all meetings of the Association or the Board of Directors as Chairperson. The President shall not also be the Treasurer. The Treasurer shall be responsible for all financial transactions of the Association and maintain complete and current financial records. All Association checks written for more than two thousand dollars (\$2,000.00) must be signed by both the Treasurer

and another officer. The Secretary will be responsible for maintaining the minutes for all meetings of the Association and the Board of Directors.

Section 5.3 Removal of Officers

Any officer of the Association may be removed by a majority of the Board of Directors voting at any duly called meeting of the Board of Directors. Officer vacancies shall be filled by the Board of Directors by majority vote until the next annual Association meeting.

ARTICLE VI – ASSESSMENTS AND RATES

Section 6.1 Need for Sewer Assessments

The Association is a nonprofit or not-for-profit homeowners association for the sole purpose of operating and maintaining the CDSS. To carry out this function, the Association must own, operate, maintain, and provide for the eventual replacement of a variety of equipment, structures, pipes, pumps, controls, and appurtenances and own all easements necessary and used in connection with the CDSS.

Section 6.2 Definition of Sewer Assessments

The estimated costs of operating, maintaining, and repairing of the CDSS for the forthcoming year presented by the Board of Directors, as may be changed by the membership at the annual Association meeting, or special meeting called for the purpose of setting or adjusting the sewer rate, calculated by taking the total anticipated costs plus a reasonable amount for unplanned costs and less any anticipated revenues from Members and any surpluses carried over from the previous year, if any, then dividing that by the anticipated number of paying Members, shall be the assessment charged to every Member for each Property. Rates for customers shall be similarly calculated and shall include any additional costs associated with the customers not being Members of the Association.

By their nature, funds from assessments shall be held in trust as reserves of the Association until such time as they are spent for the intended purposes. The funds shall not be treated as, may not be used as, and are not profits of the Association.

Section 6.3 Definition of Special Assessments

There are two types of special assessments:

- (a) Special assessments which the Board of Directors may assess every Member and every customer equally to cover the cost of some unanticipated emergency repair or replacement made for the purpose of avoiding loss of service, or action by order of a regulatory body having jurisdiction in the matter, which in the opinion of the Board of Directors, had to be made or should have been made, without the benefit of a member meeting.

(b) Special assessments charged against one or more Members or customers for expenses and other costs incurred by the Association as a direct result of the conduct of those one or more Members or customers, their guest, residents, agents, invitees or licensees. Such special assessment shall be presented by the Board of Directors at any meeting of the Members, and unless changed by the membership, they shall become specialty assessed against the offending Members or customers. The purpose of this Section 6.3(b) is to prevent costs being unnecessarily paid by all members due when such costs were incurred because of the conduct of one or more individuals.

Section 6.4 Increase in Sewer Assessments

A special meeting of Members may be called at any time for the purpose of increasing the sewer assessments due to a budget overrun, short fall, or inadequacy of funds or other reasonable purpose. At such meeting, the Board of Directors shall present their proposed changes which shall become effective unless changed by the membership at the meeting. In addition, the Board of Directors shall have the authority to levy special assessments for emergencies or under lawful order to preserve sewer service to residents and comply with laws of the State of New Hampshire, when, in the Board of Director's judgment, it is unreasonable to call for a special meeting of Members.

Section 6.5 Surplus of Funds

In the event there is a surplus of funds from the operation of the CDSS, and if appropriate, surplus from assessments, such funds shall be used to reduce the estimated cash requirements for the forthcoming year unless the Members vote to contribute said capital to the Association for the express purpose of specific capital improvements or replacement.

Unless otherwise provided by law, in the event the intended purpose of some or all of assessment funds becomes invalid or there is a surplus of funds, such funds may be applied to other qualified (capital) assessment purposes, or returned to the Members as the Members shall so decide.

Section 6.6 Obligation of Members to Pay Sewer Assessments

Each Member is responsible for their share of the costs associated with the operation and other obligations of the Association. Each Member and customer is obligated to pay the sewer assessment within thirty (30) days of issuance of quarterly assessments. If the assessment has not been paid by the due date, then the Member is in arrears and is no longer in good standing. The Association shall charge a service charge of twelve percent (12%) per annum on unpaid Member or customer accounts on a monthly basis for every month the sewer assessment remains unpaid.

(a) Each sewer assessment shall be a separate, distinct, and personal debts and obligations of the Member against whom the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment shall be maintainable without waiving the lien securing the same. The amount of any assessment, whether sewer rate,

assessment or special assessment, plus interest at a rate of twelve percent (12%) per annum, and costs, including reasonable attorneys' fees shall become a lien upon the Member property.

(b) The Association does not have the right to shut off the sewer service of a Member or customer on account of nonpayment of sewer assessments.

ARTICLE VII – INDEMNIFICATION

The Association shall indemnify and hold harmless its Board of Directors, each member of the Board of Directors, and each officer of the Association from any and all suits, claims, liability, judgments, costs, attorney's fees, charges and expenses whatsoever arising from the acts or omissions of same, so long as the Director or officer being indemnified has not acted in bad faith or engaged in intentional misconduct, knowing violation of the law, or derived an improper personal benefit with regard to the conduct giving rise to such claims, liability, judgments, costs, attorney's fees, charges and expenses.

ARTICLE VIII – SEVERABILITY

The provision of these bylaws shall be deemed independent and severable. The invalidity, partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforcement of any other provision hereof.

ARTICLE IX – AMENDMENTS

These bylaws may be amended by a simple majority vote of those Members present at any meeting of the Association's membership, duly called and with a quorum present, providing the proposed amendments are set forth in the notice of the meeting. Unless otherwise provided, these bylaws may be amended, modified, or repealed, and new bylaws may be adopted in whole or in part, by the affirmative vote of a majority of the Members of the Association, provided, however, that the bylaws of the Association may not be amended in a manner inconsistent with existing covenants and restrictions of record or inconsistent with State and Federal laws governing not for profits entities.

ARTICLE X -EFFECTIVE DATE

These bylaws shall take effect immediately upon the approval of a simple majority vote of the Members of the Association.

ARTICLE XI - GENERAL PROVISIONS

The Association may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against liability asserted against them and incurred by them in any such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under provisions of these bylaws.

Adopted: SEPTEMBER 6, 2023 Attested by: [Signature], Secretary

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the “Agreement”) made as of the effective date, as defined herein below, by and between Agape Community Church, a New Hampshire voluntary corporation (“Seller”) with a mailing address of 80 Bean Road, Moultonborough, New Hampshire, 03254; and Colonial Drive Sewer Association, a New Hampshire voluntary corporation having a mailing address of c/o 47 Colonial Drive, Moultonborough, New Hampshire, 03254 (“Buyer”). Seller and Buyer are collectively referred to as the “Parties” or individually as a “Party.” The terms Buyer and Seller are for convenience and are not to imply that this is a contractual transfer.

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to transfer from Seller, certain of the property rights and assets associated with the Colonial Drive sewer system.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. TRANSFER OF ASSETS.

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement and the performance by the Parties hereto of their respective obligations hereunder; Seller agrees to sell, assign, transfer, and deliver to Buyer, and Buyer agrees to transfer from Seller, Seller’s right, title, and interest in and to the properties and assets of Seller associated with the Colonial Drive sewer system set forth on Schedule 1.1 (collectively, the “Transferred Assets”). The Transferred Assets constitute all of the assets and properties held by Seller pertaining to the Colonial Drive Sewer System.

1.2 Excluded Assets. Notwithstanding any provision of this Agreement to the contrary, the Buyer shall not acquire and there shall be excluded from the Transferred Assets, any and all property and assets owned by the Seller that do not pertain to or are associated with the operation of the Colonial Drive Sewer System.

1.3 No Assumed Liabilities. Buyer will not assume any liabilities or obligations of Seller, or the sewer system, or any obligations or liabilities relating to the Transferred Assets, except as expressly and specifically set forth herein. It is expressly understood that Buyer will not assume, pay or be liable for any liability or obligation of Seller or any affiliates of Seller of any kind or nature at any time existing or asserted, whether known, unknown, fixed, contingent or otherwise.

1.4 The Closing. The closing of the transactions contemplated by this Agreement will take place via exchange of documents and signatures within thirty (30) days following the approval, if required, by the New Hampshire Public Utilities Commission (“NHPUC”) of the Buyer’s transfer of the Transferred Assets or at such other time, place, and method as Buyer and Seller mutually agree (which time and place are designated as the “Closing”).

1.5 Transfer of Transferred Assets. At the Closing, Seller will deliver or cause to be delivered to Buyer good and sufficient instruments of transfer and assignment of easements or rights attached hereto as Exhibit A, transferring to Buyer title to all of the Transferred Assets, together with all required consents, and such other certificates, instruments, and documents customary to asset transfer transactions of the kind contemplated hereunder, which Buyer and its counsel may reasonably request. Such instruments of transfer: (a) will be in form and substance reasonably satisfactory to Buyer and its legal counsel; (b) will effectively vest in Buyer good and marketable title to all of the Transferred Assets free and clear of all claims, mortgages, pledges, security interest, charges, liens, restrictions and encumbrances of any kind (collectively, “Liens”); and (c) where applicable, will be accompanied by evidence of the discharge of all Liens, if any, against the Transferred Assets.

1.6 Purchase Price. This is a noncontractual transaction. The Parties recognize that the Buyer has previously paid substantial sums to repair and replace sewer infrastructure in the Colonial Drive Sewer System. For this reason, the Seller and Buyer agree to no consideration.

1.7 Transfer Taxes and Recording Charges. Any real estate transfer fees under applicable law incurred in connection with this Agreement or the transactions contemplated hereby will be borne and paid equally by the Seller and Buyer. The Parties are aware that being a noncontractual transfer, there is no real estate transfer tax. The Parties are aware of recording fees and the Twenty-five dollar (\$25.00) fee for New Hampshire’s land conservation program.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER.

As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows.

2.1 Organization. Seller is a duly organized, validly existing and in good standing under the laws of the State of New Hampshire, with full power and authority to conduct its business as it is now conducted and to own, lease and operate its properties and assets.

2.2 Required Action. All actions necessary to be taken by Seller in connection with the transactions contemplated by this Agreement have been duly and validly taken, including any Board approvals, and this Agreement has been duly and validly authorized, executed and delivered by Seller. Seller has the full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document, and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the “Seller Documents”) and to carry out the transactions contemplated hereby and thereby. This Agreement and each other Seller Document constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except as limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors’ rights generally; and (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 No Conflict. The execution, delivery, and performance by Seller of this Agreement and each other Seller Document does not and will not: (a) violate the Articles of Organization or by-laws of Seller, in each case as amended to date; (b) constitute a violation of, or conflict with or result in any breach of, acceleration of any obligation under, right of termination under, or default under, any agreement or instrument to which Seller is a party or by which Seller or the Transferred Assets is bound except which will have been waived on or prior to the Closing; (c) violate any judgment, decree, order, statute, rule or regulation applicable to Seller; (d) require Seller to obtain any approval, consent or waiver of, or to make any filing with, any person or entity (governmental or otherwise), other than those that have been obtained or made or will be obtained or made prior to the Closing; or (e) result in the any Lien on any of the Transferred Assets.

2.4 Taxes on Transferred Assets. Seller has paid or caused to be paid all applicable federal, state, local, and other taxes and deficiencies, or other additions to taxes such as interest, fines, and penalties owed by it (collectively, "Taxes"), required to be paid by it through the date hereof, whether disputed or not. Neither the Internal Revenue Service nor any other governmental authority ("Governmental Authority") is now asserting or, to the knowledge of Seller, threatening to assert against Seller any deficiency or claim for additional Taxes on the Transferred Assets.

2.5 Title. Seller has good and marketable title to all of the Transferred Assets free and clear of all Liens. Upon the sale, assignment, transfer and delivery of the Transferred Assets to Buyer hereunder and under the Seller Documents, there will be vested in Buyer good and marketable title to the Transferred Assets, free and clear of all Liens.

2.6 Condition of Transferred Assets. To Seller's knowledges, all of the tangible Transferred Assets are in good repair and do not require any material modifications or repairs. The Transferred Assets constitute all of the assets and properties held for use by Seller to conduct the Business as presently conducted.

2.7 No Litigation. Seller is not now involved in and, to the knowledge of Seller is not threatened to be involved in, any other litigation or legal or other proceedings related to or affecting the Transferred Assets other than claims which have been tentatively settled by agreement signed and dated July 25, 2023 between the Buyer, Seller, and Lamprey Suburban Septic. To the Seller's knowledge, the Transferred Assets are not subject to any adverse order, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality.

2.8 Consents. Except for the approval of Government Authorities in Section 5.9(i) and Section 5.10(e), the receipts of which are preconditions to Closing, no approval or consent with any person or entity not a party to this Agreement is required to be obtained or made by Seller in connection with the execution and delivery of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby and thereby.

2.9 Brokers. Seller has not retained any broker or finder or other person who would have any claim against any of the parties to this Agreement for a commission or brokerage fee in

connection with this Agreement or the transactions contemplated hereby.

2.10 Municipal Actions. There are no pending or, to Seller's knowledge, threatened condemnation or eminent domain proceedings affecting any of the Transferred Assets.

2.11 Preferential Rights. No person, other than Buyer, has any right to acquire the Transferred Assets or any part thereof, or any right of first refusal, option or other preferential right to transfer all or any portion of the Transferred Assets.

2.12 Accuracy of Information. Seller has provided Buyer with all information relevant to the Transferred Assets that is in Seller's possession or control, and to Seller's knowledge, all such information is complete and correct.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER.

As a material inducement to Seller entering into this Agreement, Buyer hereby represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized and in good standing under the laws of the State of New Hampshire with full power and authority to own, maintain, and operate the Transferred Assets.

3.2 Required Action. All actions necessary to be taken by Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer. Buyer has the full right, authority, power and capacity to execute and deliver this Agreement and each other agreement, document, and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "Buyer Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement and each other Buyer Document constitutes, or when executed and delivered will constitute, the legal, valid and binding obligations of Buyer enforceable in accordance with its respective terms, except as limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally; and (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.3 No Conflicts. The execution, delivery, and performance of this Agreement and each other Buyer Document does not and will not: (a) violate the Articles of Organization or by-laws of Buyer, as amended to date; (b) constitute a violation of, or conflict with or result in any breach of, acceleration of any obligation under, right of termination under, or default under, any agreement or instrument to which Buyer is a party or by which it is bound; (c) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer; or (d) require Buyer to obtain any approval, consent or waiver of, or to make any filing with, any person or entity (governmental or otherwise), other than those that have been obtained or made or will be obtained or made prior to the Closing.

3.4 Brokers. Buyer has not retained any broker or finder or other person who would have any claim against any of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby.

SECTION 4. ADDITIONAL COVENANTS OF SELLER.

4.1 Indemnification by Seller.

(a) Seller will indemnify and hold harmless Buyer against and in respect of any and all losses, liabilities, costs, damages, assessments, taxes, judgments, deficiencies, and expenses of any nature whatsoever (including reasonable attorneys' fees and other costs and expenses through all appeals) (collectively, "Damages") based upon, arising out of or in connection with: any claim relating to: (i) the operation of the Transferred Assets before the Closing; or (ii) any liability or obligation of Seller arising prior to Closing with respect to which claims or demands have been or will be made against the Seller.

(b) If any third party shall notify Buyer with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against Seller under this Section 4.1, then the Buyer shall promptly notify Seller in writing; *provided, however*, that failure to give notice will only relieve Seller of liability if Seller has suffered actual material prejudice by such failure. Seller will: (i) subject to the following sentence, control the defense of any such claim; (ii) reimburse the Buyer for any reasonable legal expenses directly incurred in such defense, as such expenses are incurred; and (iii) have the right to consent to judgment on, or otherwise settle, an indemnified claim with the prior written consent of the Buyer, which consent will not be unreasonably conditioned, delayed, or withheld; *provided, however*, that the Buyer may withhold its consent if the judgment or settlement imposes an unreimbursed or continuing obligation on the Buyer or does not include an unconditional release of the Buyer. The foregoing notwithstanding, Seller shall have the right to control the defense of a Third Party Claim (and to continue to control the defense of such claim) only if: (i) such claim involves only money damages and does not seek an injunction or other equitable relief; (ii) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Buyer, likely to establish a precedential custom or practice materially adverse to the Buyer; and (iii) the Seller conducts the defense of the Third Party Claim actively and diligently.

SECTION 5. PRE-CLOSING COVENANTS AND CONDITIONS

5.1 Solicitation. Between the execution hereof and the date of Closing, Seller shall: (a) not contract to sell the Transferred Assets to any other person; and (b) inform any prospective buyer inquiring as to the status of the Transferred Assets that the Transferred Assets are under contract of sale to Buyer. Buyer and Seller agree to keep the terms of this Agreement and the transfer confidential, except to the extent disclosure is necessary to obtain State or Federal regulatory approval.

5.2 Government and Other Notices. Seller shall promptly notify Buyer of: (a) any notices concerning the Transferred Assets that Seller receives from any Governmental Authority; and (b) any litigation concerning the Transferred Assets.

5.3 Conduct Prior to Closing. Prior to the date of Closing, Seller agrees to not interfere with the maintenance and repair of the Transferred Assets by the Buyer and agrees to use best efforts to maintain and preserve the Transferred Assets.

5.4 Risk of Loss. The risk of loss in and to the Transferred Assets shall remain vested in Seller until the date of Closing.

5.5 Condemnation or Casualty. If prior to the date of Closing, any Transferred Asset is damaged or destroyed by casualty, or if any part of the Transferred Assets are subject to any eminent domain notice or proceeding by any Governmental Authority, then Buyer shall have the option exercisable by notice given to Seller, to either: (a) terminate this Agreement, whereupon all obligations of all parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto except for provisions which are expressly stated to survive such termination; or (b) proceed with the transfer of the Transferred Assets.

5.6 Reasonable Best Efforts. Prior to the date of Closing, Seller shall use its reasonable best efforts to cause the conditions precedent set forth herein to be fully satisfied. Prior to the date of Closing, Buyer shall use its reasonable best efforts to cause the conditions precedent set forth herein to be fully satisfied.

5.7 Supplemental Disclosure. Prior to the date of Closing, Seller shall promptly disclose in writing to Buyer any matter which was, or if existing at the date of this Agreement would have been, required to be set forth or described in a schedule. Any such disclosure by Seller pursuant to this Section shall be complete and correct and in a form acceptable to Buyer; and (b) shall not be deemed to amend or supplement any schedule with respect to any matter relating to any period prior to the date hereof.

5.8 Non-Competition. After the Closing, Seller will not, directly or indirectly, for itself or any other person, offer sewer service.

5.9 Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transaction contemplated by this Agreement are subject to the fulfillment, satisfaction or waiver, at or prior to the date of Closing, of each of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of Seller contained in this Agreement, and any certificate or document delivered by Seller to Buyer pursuant to the provisions hereof, including but not limited to the absence of any litigation pending or threatened, before any court or Governmental Authority which could have an adverse effect on the Transferred Assets or the transactions contemplated hereby; shall be true and correct at the

time of execution hereof to the extent required by the terms hereof and shall be true and correct on the date of Closing as if made on and as of such date;

(b) Performance. Seller shall have performed and complied with all agreements, covenants, obligations and conditions required by this Agreement to be performed or complied with by them prior to or on the date of Closing in the manner and within the time periods set forth herein;

(c) Closing Documents. Seller shall have executed, acknowledged, and delivered such deeds, endorsements, and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance reasonably satisfactory to Buyer and its legal counsel (it being acknowledged that all documents that will be recorded shall be in a form capable of being properly recorded in the appropriate public recording office in accordance with all laws), sufficient to sell, convey, transfer and assign to Buyer title to the Transferred Assets free of all encumbrances;

(d) Other Documents and Activities. Seller shall have executed and delivered all other documents and certificates required to be delivered by Seller under the provisions of this Agreement and any other document;

(e) Discharge and Release of Encumbrances, if Any. Seller shall have paid and discharged all those amounts owed to each holder of indebtedness for borrowed money of Seller that, if not paid and discharged on or prior to the date of Closing, would prevent the Transferred Assets from being transferred to Buyer free and clear of all encumbrances;

(f) Certificates. Seller shall have executed and delivered a certificate, appended to which shall be copies of resolutions, duly adopted by the members of Seller, which shall be in full force and effect on the date of Closing, authorizing the execution, delivery and performance by Seller of this Agreement and any other document and the consummation of the transactions contemplated hereby and thereby;

(g) Good Standing Certificates. Seller shall have delivered certificates, dated as of a date not earlier than ten (10) days prior to the date of Closing, certifying as to the good standing of Seller and payment of all applicable taxes, issued by the appropriate officials of the State of New Hampshire;

(h) No Changes. There shall have been no material adverse change in the condition of the Transferred Assets;

(i) Governmental Authorizations. Buyer shall have obtained all Governmental Authorizations required for Buyer to own and operate the Transferred Assets following the Closing, including but not limited to any and all necessary approvals from the NHPUC.

5.10 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transaction contemplated by this Agreement are subject to the fulfillment, satisfaction or waiver, at or prior to the date of Closing, of each of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement, and any certificate or document delivered by Buyer to Seller pursuant to the provisions hereof shall be true and correct on the date of Closing as if made on and as of such date;

(b) Performance. Buyer shall have performed and complied with all agreements, covenants, obligations, and conditions required by this Agreement to be performed or complied with by it prior to or on the date of Closing in the manner and within the time periods set forth herein;

(c) Other Documents and Activities. Buyer shall have executed and delivered all other documents and certificates required to be delivered by Buyer under the provisions of this Agreement and any other document;

(d) Certificate. Buyer shall have executed and delivered a Secretary's Certificate, appended to which shall be the applicable documentation evidencing that the execution, delivery and performance by Buyer of this Agreement and any other document and the consummation of the transactions contemplated hereby and thereby have been approved and authorized by the Buyer;

(e) Governmental Authorizations. Seller shall have obtained all Governmental Authorizations required for Seller to sell the Business, including but not limited to, any and all necessary approvals from the NHPUC, in a form satisfactory to Seller.

SECTION 6. NOTICES.

All notices and other communications required to be given hereunder, or which may be given pursuant or relative to the provisions hereof, will be in writing and will be deemed to have been given when delivered in hand, emailed, or mailed, postage prepaid, by first class United States mail, certified return receipt requested as follows:

<u>If to Seller:</u>	Kevin W. Straughan, President	<u>If to Buyer:</u>	Michael Thurston
	Agape Community Church		Colonial Drive Sewer Association
	80 Bean Road		c/o 47 Colonial Drive
	Moultonborough, NH 03254		Moultonborough, NH 03254
	agapehomestead@yahoo.com		thur2230@roadrunner.com

or to such other substitute address as designated by the applicable Party in a written notice provided in accordance with this Section 6.

SECTION 7. MISCELLANEOUS.

7.1 Assignability: Effect. This Agreement will not be assignable by Buyer or Seller except with the written consent of the other, which consent will not be unreasonably delayed, conditioned, or withheld. This Agreement will be binding upon and will inure to the benefit of, the Parties hereto and their respective successors and assigns.

7.2 Headings. The subject headings used in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

7.3 Amendments: Waivers. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by Buyer and Seller or, in the case of a waiver, the party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

7.4 Entire Agreement. This Agreement, together with the schedules, attachments and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements between them relating to the subject matter hereof.

7.5 Severability. In the event that any provision or any portion of any provision of this Agreement will be held to be void or unenforceable, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) will continue in full force and effect.

7.6 Governing Law. This Agreement and the transactions contemplated hereby will be governed and construed by and enforced in accordance with the laws of the State of New Hampshire.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute the same instrument.

7.8 Expenses. Each Party will pay its own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its counsel and accountants for all activities of such counsel and accountants undertaken pursuant to this Agreement, whether or not the transactions contemplated hereby are consummated.

7.9 Further Assurances. Each of the parties hereto, from time to time after the date of Closing, will execute, acknowledge and deliver such other instruments of conveyance and transfer

and will take such other actions and execute and deliver such other documents, assignments, deeds, certifications and further assurances as any party hereto may reasonably require to carry out, evidence and confirm the intended purposes of this Agreement or the transactions contemplated hereby.

7.10 Effect of Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned by: (a) the mutual written consent of Seller and Buyer; (b) the Buyer for failure of any condition set forth in Section 5 above; or (c) the Seller for failure of any condition set forth in Section 5 above. In the event of the termination of this Agreement pursuant to any specific provision of Section 5 above, written notice thereof will forthwith be given to the other Party specifying the provision hereof pursuant to which such termination is made, and this Agreement will forthwith become null and void, and there will be no liability on the part of Seller or Buyer or their respective directors, officers, employees, shareholders, representatives, agents or advisors. Nothing contained in this Section will relieve Seller or Buyer from liability for willful breach of this Agreement or any fraudulent or unlawful act.

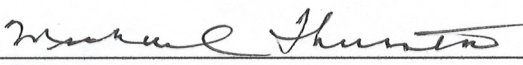
7.11 Survival of Representations, Warranties and Agreements. The representations and covenants and agreements contained in this Agreement will survive the Closing or termination of this Agreement, as the case may be, and will continue until they terminate in accordance with their terms.

7.12 Effective Date. This Agreement is executed by the Parties as of the dates set forth below and shall be effective upon the date of the last to sign.

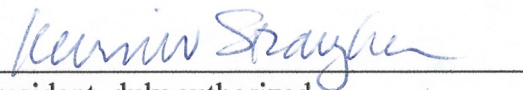
7.13 Telefacsimile/Electronic Mail Signatures/Counterparts. A telefacsimile or electronic mail signature shall be deemed an original. The Parties acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall constitute an original for all purposes.

Seller and Buyer have caused this Asset Transfer Agreement to be executed as a sealed document as of the date first above written.

BUYER: **COLONIAL DRIVE SEWER ASSOCIATION**

Date: 9/8 2023 By: 
President, duly authorized

SELLER: **AGAPE COMMUNITY CHURCH**

Date: 9/8 2023 By: 
President, duly authorized

Schedule 1.1
Transferred Assets

All assets currently used for the provision of sewer system in the Colonial Drive development, including but not limited to the following:

1. The sole and exclusive right, title, and interest in real estate easements “for the construction and maintenance of the sewer pump station and associated sewer lines” identified in the attached plan entitled “Subdivision Plan – Lands of Center Harbor Christian Church (Tax Map 40 Lots 38 & 38F), Bean Road, Moultonborough, Carroll County, NH, 22 November 2004”, recorded at Plan Book 213, Pages 27-28.
2. The sole and exclusive right, title, and interest in rights and easements reserved in the attached *Colonial Oaks Bean Road and Oakwood Lane Moultonborough, New Hampshire Declaration of Covenants, Restrictions and Easements* recorded at Book 2498, Page 533 and the attached *First Amendment of Declaration of Covenants, Restrictions and Easements for Colonial Oaks Bean Road and Oakwood Lane Moultonborough, New Hampshire* recorded at Book 2584, page 407.
3. All sewer system pipes, appurtenances, mains, fixtures, and related assets used in the transmission of sewer within the Colonial Drive subdivision, excluding customer-owned service lines.
4. All permits, licenses, or other rights, if any, granted by governmental authorities that are used or necessary for the lawful operation or ownership of the sewer system located in Colonial Drive in Moultonborough, New Hampshire.
5. Electric service account for the sewer pump station with New Hampshire Electric Cooperative.

AFTER RECORDING, PLEASE RETURN TO:

Colonial Drive Sewer Association
c/o NH Brown Law, PLLC
20 Noble Street
Somersworth, NH 03878

**Carroll County New Hampshire Registry of Deeds
Book 3740 Page 0007 Page 1 of 4**

**Recorded on 09/19/2023 at 11:48 AM
TID: 4266507 Doc # 202300082140**

DECLARATION OF COVENANTS AND RESTRICTIONS

This declaration of covenants and restrictions (hereinafter, "Declaration") made and declared this 6TH day of SEPTEMBER, 2023 by the Colonial Drive Sewer Association (hereinafter, "Association") a New Hampshire voluntary corporation having a mailing address of c/o 47 Colonial Drive, Moultonborough, New Hampshire, 03254, is as follows:

WHEREAS, the Association desires to provide for improvements to and continuing maintenance, repair, and upgrade of the sewer system and related infrastructure (hereinafter, "Colonial Drive Sewer System", or "CDSS") serving or otherwise benefiting property situated in the Colonial Drive subdivision in Moultonborough, New Hampshire (hereinafter, "Colonial Drive"); and

WHEREAS, the Association desires to ensure that the CDSS is properly functioning consistent with applicable engineering and environmental standards.

NOW THEREFORE, the Association declares that the real property submitted to this Declaration shall be held, transferred, and occupied subject to the covenants, restrictions, easements, assessments, charges, and liens hereinafter set forth.

1. The Association shall be obligated to maintain the CDSS located in and serving residents in Colonial Drive. The Association shall take action to enforce the covenants and restrictions contained in this Declaration and shall collect assessments for the purpose of maintaining the proper function of the CDSS and enforcing the covenants and restrictions.

2. Property currently serviced by the CDSS at the time of the formation of the Association may become a member ("Member") of the Association, consistent with the process described in the approved Association bylaws, by the current property owner(s) ("Owner"): (a) signing a declaration and acceptance ("Declaration and Acceptance") that subjects the Member property ("Member Property") to the covenants and restrictions set forth herein; and (c) recording said Declaration and Acceptance in the Carroll County Registry of Deeds.

3. Owners of Member Property shall have the right, upon payment of all assessments as hereinafter described, to the use and enjoyment of the Association's CDSS subject to bylaws adopted by the Board of Directors, including but not limited to provisions regulating the setting and collection of assessments.

4. The Association's Board of Directors has the right to decline service to any eligible property owner if acceptance of said deed would result in the overburdening of the sewer system.

5. Each Owner, by signing a Declaration and Acceptance, shall be deemed to covenant and agree to pay to the Association annual and special assessments as determined by the Association's Board of Directors for each Member Property owned by the Owner.

6. The amount of the general assessment shall be set at least annually by the Association's Board of Directors and shall be based on the total Association's administrative costs and an adequate reserve fund for sewer system maintenance, repair, and capital improvement costs, the formula for which is expressed in the Association bylaws. The amount of any special assessment shall be set as-needed by the Association's Board of Directors and shall be against a specific Owner and shall be based on the cost of repairs, maintenance, replacement, or similar costs to maintain the proper function of the CDSS and which costs were directly or indirectly caused by the specific actions of the Owner or the Owner's agent.

7. Any portion of an annual or special assessment remaining unpaid after the due date shall accrue interest at a rate of twelve percent (12%) per annum on a monthly basis for every month the sewer assessment remains unpaid. All unpaid assessments, accrued interest, and all costs of collection thereof, including reasonable attorney's fees, shall become a charge and continuing lien upon the Member Property and shall also be a joint and several personal obligations of the Owner(s) of the Member Property. Said liens shall apply to the premises served by the CDSS. Said lien shall apply to any and all additions and easements that become a part of the premises served. Further subdivision of the Property shall not defeat application of the lien on the premises served.

8. The lien for unpaid assessments provided for herein shall be subject to any first mortgage lien of record existing at the time the lien is created.

9. A purchaser of a Member Property shall take title to Member Property subject to the lien for all unpaid assessments made against previous owners thereof, except that a first mortgage or other purchaser at a foreclosure sale of a first mortgage lien or at a sale in lieu of such first mortgage foreclosure shall not be liable for payment of assessments unpaid and due as of the time of acquisition of the new owner, but the new owner shall be liable for assessments becoming due thereafter.

10. It shall be the responsibility of the Owner(s) to inform, prior to any sale of Member Property, any buyer of Member Property of the membership obligations.

11. In the event of dissolution of the Association, distribution of Member funds shall be in accordance with RSA 292:9, as amended or revised, governing the dissolution of voluntary corporations.

12. No structures may be erected over the sewer facilities or sewer easement areas, without the advanced written approval from the Association's Board of Directors.

13. The covenants and restrictions of this Declaration shall run with and bind all Member Property and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, successors, and assigns.

14. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any entity, person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to recover damages, or to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. The covenants and restrictions set forth herein, or in any Declaration supplement thereto, may be amended by a simple majority vote of the Members at any annual or special meeting of the Association's membership, duly called pursuant to the Association's by-laws.

16. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect or invalidate any other provision which shall remain in full force and effect.

<REMAINDER OF PAGE BLANK>

IN WITNESS WHEREOF, the Colonial Drive Sewer Association has caused this instrument to be signed on the day and date herein before written.

COLONIAL DRIVE SEWER ASSOCIATION

By: Michael Thurston

Print Name: MICHAEL THURSTON

Title: PRESIDENT

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL, SS

This instrument was acknowledged before me on the 6th day of SEPT., 2023, by Michael Thurston, as President of the Colonial Drive Sewer Association.

Valerie
Notary Public/Justice of the Peace

My Commission Expires: June 2, 2026



AFTER RECORDING, PLEASE RETURN TO:

[Enter Address]

DECLARATION AND ACCEPTANCE

KNOW ALL PERSONS BY THESE PRESENT that _____, (hereinafter, “Grantor”), of ___ Colonial Drive, Moultonborough, New Hampshire, 03254, hereby declares that certain real property located at ___ Colonial Drive, Moultonborough, New Hampshire, more particularly described as Lot Number __, as shown on a plan entitled “Subdivision Plan – Lands of Center Harbor Christian Church (Tax Map 40 Lots 38 & 38F) Bean Road Moultonborough Carroll County, NH 22 November 2004” prepared by David M. Dolan Associates, P.C., dated 22 November 2004, and recorded on January 12, 2006 in the Carroll County Registry of Deeds as Book 213, Page 27 and 28, where a more particular description of said lot may be found as if set forth herein at length, shall henceforth and forever be subject to a Declaration of Covenants and Restrictions of the Colonial Drive Sewer Association dated September 6, 2023 and recorded in the Carroll County Registry of Deeds on September 19, 2023 at Book 3740, Page 0007.

MEANING AND INTENDING to benefit and burden the real property of the Grantor that was acquired by Warranty Deed dated _____ and recorded in the Carroll County Registry of Deeds on _____ at Book ____, Page _____.

WITNESS my hand and seal this ___ day of _____, 2023.

Witness

[enter name]

Witness

[enter name]

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On this ___ day of _____, 2023 appeared the above-named _____ personally known to me (or satisfactorily proven) to be the persons whose names appear on the within instrument and acknowledged that they executed the same for the purposes herein contained.

Notary Public/Justice of the Peace

Print Name
My Commission Expires: _____

The undersigned, as a duly authorized officer of the Colonial Drive Sewer Association, hereby acknowledges receipt of and accepts the Declaration of Acceptance as hereinabove set forth.

COLONIAL DRIVE SEWER ASSOCIATION

Dated: _____ 2023

By:
Its Duly Authorized President

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

This instrument was acknowledged before me on _____, 2023 by _____ as President of Colonial Drive Sewer Association.

Notary Public/Justice of the Peace

Print Name
My Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

Colonial Drive Sewer Association
c/o NH Brown Law, PLLC
20 Noble Street
Somersworth, NH 03878

SEWER FACILITIES
DEED OF TRANSFER
AND
EASEMENT AGREEMENT

(non-contractual transfer)

AGAPE COMMUNITY CHURCH, a New Hampshire voluntary corporation, with a physical and mailing address of 80 Bean Road, Moultonborough, New Hampshire, in its corporate capacity and on behalf of its officers and directors, and together with any successors and assigns (hereinafter collectively referred to as “Grantor”) GRANTS TO the **COLONIAL DRIVE SEWER ASSOCIATION**, a voluntary corporation existing under the laws of the State of New Hampshire, with a mailing address of c/o 47 Colonial Drive, Moultonborough, New Hampshire, its successors, assigns, licensees, lessees and permittees (hereinafter collectively referred to as “Grantee”), WITH WARRANTY COVENANTS, Grantor’s right, title, and interest in and to its properties and assets associated with the Colonial Drive sewer system located in or near Colonial Drive in Moultonborough, New Hampshire, subject to the terms and conditions as described below:

All right, title, and interest to all existing sewer easements previously established to allow access to operate, maintain, improve, upgrade, repair or replace the following sewer facilities serving Colonial Drive:

1. The sole and exclusive right, title, and interest in real estate easements “for the construction and maintenance” of the sewer pump station and sewer lines identified in the plan entitled “Subdivision Plan – Lands of Center Harbor Christian Church (Tax Map 40 Lots 38 & 38F), Bean Road, Moultonborough, Carroll County, NH, 22 November 2004”, recorded at Plan Book 213, Pages 27-28.
2. The sole and exclusive right, title, and interest in rights and easements pertaining to the sewer system reserved in Article III of the *Colonial Oaks Bean Road and Oakwood Lane Moultonborough, New Hampshire Declaration of Covenants, Restrictions and Easements* recorded at Book 2498, Page 533 and the *First Amendment of Declaration of*

Covenants, Restrictions and Easements for Colonial Oaks Bean Road and Oakwood Lane Moultonborough, New Hampshire recorded at Book 2584, page 407.

3. All sewer system pipes, appurtenances, mains, fixtures, and related assets used in the transmission of sewer within the Colonial Drive subdivision, excluding customer-owned service lines.
4. All permits, licenses, or other rights, if any, granted by governmental authorities that are used or necessary for the lawful operation or ownership of the sewer system located in Colonial Drive in Moultonborough, New Hampshire.
5. Electric service account for the sewer pump station with New Hampshire Electric Cooperative.

The above sewer mains, manholes, appurtenances, and rights, titles, and interests are hereinafter collectively referred to as the "Sewer Facilities".

It is agreed that the sewer services pipes, mains, manholes, and related equipment installed within the Colonial Drive subdivision and the above easement areas, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns.

The rights, titles, and interests herein conveyed shall run with the land and shall burden the land in perpetuity.

< REMAINDER OF PAGE BLANK >

EXECUTED and effective this _____ day of _____ 2023.

AGAPE COMMUNITY CHURCH

Kevin W. Straughan, President

STATE OF NEW HAMPSHIRE
CARROLL COUNTY, SS

On this ___ day of _____, 2023 appeared the above named Kevin W. Straughan, personally known to me (or satisfactorily proven) to be the person whose name appears on the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized President of Agape Community Church, on behalf of the corporation.

Before me,

Notary Public/Justice of the Peace

My commission expires: _____

[seal]

The Grantee herein accepts the rights, titles, and interests herein conveyed and agrees to comply with the terms and conditions of said conveyance and easement.

COLONIAL DRIVE SEWER ASSOCIATION

Name: Michael S. Thurston
Title: President
Duly authorized by a September 6, 2023 vote of the
Colonial Drive Sewer Association

STATE OF NEW HAMPSHIRE
CARROLL COUNTY, SS.

On this ___ day of _____, 2023 appeared the above named Michael S. Thurston, personally known to me (or satisfactorily proven) to be the person whose name appears on the within instrument and acknowledged that he executed the same for the purposes herein contained, as the duly authorized President of Colonial Drive Sewer Association, on behalf of the corporation.

Before me,

Notary Public/Justice of the Peace
My commission expires: _____
[seal]

Subject: RE: Please Assist - FW: Agape Community Church - AGO-CTU jurisdiction
Date: Thursday, August 31, 2023 at 3:35:49 PM Eastern Daylight Time
From: Haley, Michael
To: Marcia Brown
Attachments: image001.png, image002.png, RE: For Assistance - Request for Determination/Confirmation - FW: Agape Community Church.eml
 Attorney Brown,

We have reviewed your August 17, 2023, letter describing a proposed transaction between Agape Community Church and a homeowners' association formed by the residents of Colonial Drive. As I relayed to you in the attached August 18, 2023, email, based upon the information you have provided, the transaction does not appear to involve a matter within the jurisdiction of the Charitable Trusts Unit. Our office does not intend to take any action with respect to this transaction.

Michael Haley
 Assistant Director
 Charitable Trusts Unit
 New Hampshire Department of Justice
 33 Capitol Street
 Concord, NH 03301
 Tel: (603) 271-6771
 Fax: (603) 271-2110
Michael.R.Haley@doj.nh.gov

STATEMENT OF CONFIDENTIALITY

The information contained in this electronic message and any attachments to this message may contain confidential or privileged information and are intended for the exclusive use of the addressee. If you are not the intended recipient, please notify the Attorney General's office immediately at (603) 271-3658 or reply to justice@doj.nh.gov and destroy all copies of this electronic message and any attachments.

From: Marcia Brown <mab@nhbrownlaw.com>
Sent: Thursday, August 31, 2023 11:27 AM
To: DOJ: Charitable Trusts Unit <charitabletrustsunit@doj.nh.gov>
Cc: agapehomestead <agapehomestead@yahoo.com>; Michael Thurston <thur2230@roadrunner.com>
Subject: Re: Agape Community Church - AGO-CTU jurisdiction

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good morning,

As I'm preparing the closing documents, I am reaching out to get the AGO-CTU's position on the acquisition and whether the CTU needs to approve Agape Community Church's transfer of assets to the homeowners association.

To aid your review, I've attached the title opinion that Agape (formerly names Center Harbor Christian Church) owns the assets, not Agape Ministries Servants (which is the charity registered with the CTU. See Attorney Mark Dunn's conclusion on the bottom of page 3.

Thank you in advance for your reply.

*Best Regards,
Marcia*

Marcia A. Brown
Attorney at Law

(603) 219-4911
mab@nhbrownlaw.com
20 Noble Street
Somersworth, NH 03878
www.nhbrownlaw.com



Environmental Law - Utility Law

CONFIDENTIAL COMMUNICATION: This message is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify us immediately by return e-mail and delete this e-mail and all attachments from your system.

From: Marcia Brown <mab@nhbrownlaw.com>
Date: Thursday, August 17, 2023 at 3:19 PM
To: <charitabletrustsunit@doj.nh.gov>
Subject: Agape Community Church

Good afternoon,
Attached is a request for a determination, or confirmation, that the AGO-CTU does not have jurisdiction over a transaction between Agape Community Church and the residents of Colonial Drive in Moultonborough. Agape Ministries Servants is a related entity to Agape Community Church, however, the sewer assets subject to the transaction are owned by the church and not Agape Ministries Servants. Thank you in advance for your opinion on jurisdiction.

*Best Regards,
Marcia*

Marcia A. Brown
Attorney at Law

(603) 219-4911

mab@nhbrownlaw.com

20 Noble Street

Somersworth, NH 03878

www.nhbrownlaw.com



Environmental Law - Utility Law

CONFIDENTIAL COMMUNICATION: This message is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify us immediately by return e-mail and delete this e-mail and all attachments from your system.