

BILL OF SALE

Eastman Community Association, a not for profit corporation, and Eastman Sewer Company, Inc., a for profit corporation, both being New Hampshire corporations with a principal place of business in Grantham, in the County of Sullivan and State of New Hampshire, hereinafter called the Transferor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto the Village District of Eastman, a public corporation organized pursuant to the provisions of RSA 52 and act of the New Hampshire legislature, hereafter called the Transferee, of Grantham, Sullivan County, State of New Hampshire its, successors and assigns, the following property, tangible and intangible, used in and for the operation of the Eastman Sewer Company, Inc.'s collection, treatment and disposal of sewer effluent within those areas of the Eastman development which are served by the Eastman Sewer Company, Inc.:

All assets shown on the attached document entitled "Book Asset Detail, 1/01/12-12/31/12" together with all other assets, whether described in said document or not, including, equipment, tools, inventory, devices, accessories, collection mains and lines, pumping and disposal facilities, manholes, pump stations and related equipment, use of holding ponds, bank accounts, contracts and leases, bank and investment account balances on the date of closing, (i.e. April 16, 2014), the said closing date balance of accounts receivable, books and records (both paper and electronic) pertaining to Eastman Sewer Company Inc.'s operation, permits held by Eastman Sewer Company, Inc. to allow it to conduct its business and miscellaneous infrastructure which is necessary for the collection, treatment and disposal of sewer effluent as is currently connected to or that has access to the present sewer collection system within Eastman development.

The aforesaid assets are sold and conveyed "As Is", "Where Is" and no express or implied warranties for fitness, merchantability or fitness for a particular purpose are made herein.

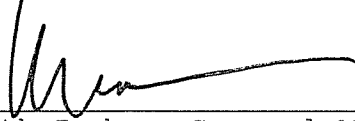
To have and to hold the same unto the said Transferee, its successors and assigns.

Each Transferor does hereby covenant and agree for itself, and its successors and assigns, with the Transferee, that it is the lawful

owner of said property above described, that it has good right to transfer same, and that it will warrant and defend the transfer and its title of said property hereby conveyed to the Transferee, its successors and assigns, against the lawful claims of all persons, and that said property is free from all liens and encumbrances.


Dated this 16th day of April, 2014.

Eastman Community Association



Kenneth Ryder, General Manager

Eastman Sewer Company, Inc.



Brian Harding, General Manager

Book Asset Detail 1/01/12 - 12/31/12

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group:												
82		Retired #70 used pump	12/31/08	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.0
87		Pump Station Auto Dialer	6/03/10	2,500.00	0.00	0.00	263.89	166.67	430.56	2,069.44	S/L	15.0
		No Group		<u>2,500.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>263.89</u>	<u>166.67</u>	<u>430.56</u>	<u>2,069.44</u>		
Group: Disposal Plant Structures												
91		Headworks - Disposal Plant Structu	4/01/10	158,570.00	0.00	0.00	6,937.44	3,964.25	10,901.69	147,668.31	S/L	40.0
92		Headworks - Disposal Plant Structu	4/01/10	19,369.00	0.00	0.00	1,694.79	968.45	2,663.24	16,705.76	S/L	20.0
		Disposal Plant Structures		<u>177,939.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>8,632.23</u>	<u>4,932.70</u>	<u>13,564.93</u>	<u>164,374.07</u>		
Group: Flow Measuring Devices												
94		Hwadworks - Flow Measuring Devi	4/01/10	16,738.00	0.00	0.00	1,464.58	836.90	2,301.48	14,436.52	S/L	20.0
		Flow Measuring Devices		<u>16,738.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>1,464.58</u>	<u>836.90</u>	<u>2,301.48</u>	<u>14,436.52</u>		
Group: MAINS												
7		MAINS	3/31/79	197.00	0.00	0.00	197.00	0.00	197.00	0.00	S/L	30.0
8		MAINS	9/30/91	813.00	0.00	0.00	813.00	0.00	813.00	0.00	S/L	20.0
9		MAINS	10/31/91	2,255.00	0.00	0.00	2,255.00	0.00	2,255.00	0.00	S/L	20.0
10		BUILD UP MAINS	6/02/92	920.00	0.00	0.00	920.00	0.00	920.00	0.00	S/L	15.0
11		MAINS	6/30/97	1,037.45	0.00	0.00	501.41	34.58	535.99	501.46	S/L	30.0
12		RELEASE VALVE	8/31/93	444.00	0.00	0.00	444.00	0.00	444.00	0.00	150DB	15.0
		MAINS		<u>5,666.45</u>	<u>0.00c</u>	<u>0.00</u>	<u>5,130.41</u>	<u>34.58</u>	<u>5,164.99</u>	<u>501.46</u>		
Group: OTHER PLANT & MISC EQUIP												
16		BRUSH CUTTER	7/30/90	416.00	0.00	0.00	416.00	0.00	416.00	0.00	200DB	5.0
17		GENERAL EQUIPMENT	11/30/91	593.00	0.00	0.00	593.00	0.00	593.00	0.00	200DB	7.0
18		COMMUNITOR BLADE	7/07/89	1,235.00	0.00	0.00	1,235.00	0.00	1,235.00	0.00	200DB	5.0
20		DATA INDUSTRIAL SENSOR	8/15/91	2,012.00	0.00	0.00	2,012.00	0.00	2,012.00	0.00	200DB	7.0
21		GEN'L COMM EQUIP	3/31/81	127.00	0.00	0.00	127.00	0.00	127.00	0.00	S/L	15.0
22		MISC EQUIPMENT	7/01/96	340.62	0.00	0.00	340.62	0.00	340.62	0.00	S/L	5.0
23		MISCELLANEOUS	6/30/97	594.00	0.00	0.00	594.00	0.00	594.00	0.00	S/L	5.0
25		BLOWER ROOTS	7/08/92	940.00	0.00	0.00	940.00	0.00	940.00	0.00	200DB	7.0
26		TRASH PUMP 3"	6/26/92	1,252.00	0.00	0.00	1,252.00	0.00	1,252.00	0.00	200DB	7.0
27		SEWER PUMP	10/25/94	2,885.00	0.00	0.00	2,885.00	0.00	2,885.00	0.00	150DB	15.0
28		ELECTRIC PUMP EQUIP	5/31/95	2,755.00	0.00	0.00	2,755.00	0.00	2,755.00	0.00	150DB	15.0
29		WATER METER	7/26/93	1,023.76	0.00	0.00	1,023.76	0.00	1,023.76	0.00	200DB	7.0
30		ROOTS BLOWER	8/23/93	1,245.00	0.00	0.00	1,245.00	0.00	1,245.00	0.00	200DB	7.0
32		PUMPING EQUIPMENT	12/31/98	681.67	0.00	0.00	590.72	45.44	636.16	45.51	S/L	15.0
33		FLOW METER - CLA	8/22/00	2,200.00	0.00	0.00	1,445.71	110.00	1,555.71	644.29	S/L	20.0
34		LAGOON LIFT STATION	10/10/00	3,500.00	0.00	0.00	2,050.00	175.00	2,225.00	1,275.00	S/L	20.0
61		Alarm dialers WCA	12/31/02	4,850.00	0.00	0.00	1,151.25	121.25	1,272.50	3,577.50	S/L	40.0
62		Alarm dialers WCB	12/31/02	4,800.00	0.00	0.00	1,140.00	120.00	1,260.00	3,540.00	S/L	40.0
63		Pump & Piping Effluent Pump Stati	12/31/02	20,190.00	0.00	0.00	19,181.00	1,009.00	20,190.00	0.00	S/L	10.0

Book Asset Detail 1/01/12 - 12/31/12

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: OTHER PLANT & MISC EQUIP (continued)												
64		Flow Meter	4/24/02	4,500.00	0.00	0.00	4,275.00	225.00	4,500.00	0.00	S/L	10.0
71		Hydraulic Pump West Cove A	8/18/05	6,560.84	0.00	0.00	4,155.17	656.08	4,811.25	1,749.59	S/L	10.0
72		Install West Cove Pump	8/18/05	400.00	0.00	0.00	253.33	40.00	293.33	106.67	S/L	10.0
73		Polish Water Pump	8/20/06	14,500.00	0.00	0.00	5,155.57	966.67	6,122.24	8,377.76	S/L	15.0
74		New Pump West Cove A	6/21/06	7,137.30	0.00	0.00	2,617.01	475.82	3,092.83	4,044.47	S/L	15.0
77		Gordon Rupp Pump WCB	4/14/08	4,655.88	0.00	0.00	1,745.96	465.59	2,211.55	2,444.33	S/L	10.0
78		Gorman Rupp Pump WCB (2nd)	8/28/08	4,171.20	0.00	0.00	1,390.40	417.12	1,807.52	2,363.68	S/L	10.0
83		West Cove B PLC	12/31/09	5,000.00	0.00	0.00	666.66	333.33	999.99	4,000.01	S/L	15.0
84		West Cove A PLC	12/31/09	5,000.00	0.00	0.00	666.66	333.33	999.99	4,000.01	S/L	15.0
501		Clorination project	1/20/11	1,997.66	0.00	0.00	122.08	133.18	255.26	1,742.40	S/L	15.0
OTHER PLANT & MISC EQUIP				105,562.93	0.00c	0.00	62,024.90	5,626.81	67,651.71	37,911.22		
Group: OTHER TANGIBLE PLANT												
35		TURBINE METER	9/30/88	968.62	0.00	0.00	968.62	0.00	968.62	0.00	200DB	7.0
36		ROD MACHINE	1/15/91	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	200DB	7.0
37		PUMP STATION WORK	6/30/93	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	200DB	7.0
38		FENCING	7/27/98	12,305.54	0.00	0.00	11,215.60	726.63	11,942.23	363.31	150DB	15.0
60		Generator	12/15/99	10,058.73	0.00	0.00	6,286.34	502.94	6,789.28	3,269.45	S/L	20.0
67		LAGOON PUMP HOUSE	9/26/03	13,355.97	0.00	0.00	2,838.20	333.90	3,172.10	10,183.87	S/L	40.0
79		Piezometer Installed	8/08/08	28,770.00	0.00	0.00	4,914.88	1,438.50	6,353.38	22,416.62	S/L	20.0
80		Piezometer permitting	1/01/08	12,448.00	0.00	0.00	11,064.88	1,383.12	12,448.00	0.00	S/L	4.5
81		Retired 66 Pump Station B	8/28/08	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.0
OTHER TANGIBLE PLANT				81,906.86	0.00c	0.00	41,288.52	4,385.09	45,673.61	36,233.25		
Group: Plant Sewers												
90		Headworks - Plant Sewers	4/01/10	19,176.00	0.00	0.00	838.95	479.40	1,318.35	17,857.65	S/L	40.0
Plant Sewers				19,176.00	0.00c	0.00	838.95	479.40	1,318.35	17,857.65		
Group: Pumping Equipment												
93		Headworks - Pumping Equipment	4/01/10	30,344.00	0.00	0.00	3,603.35	3,034.40	6,637.75	23,706.25	S/L	10.0
97		WCA Upgrade - Pumping Equipme	12/01/10	95,859.00	0.00	0.00	10,384.73	9,585.90	19,970.63	75,888.37	S/L	10.0
502		Holding Pond Upgrade	5/14/12	4,274.17	0.00c	0.00	0.00	213.71	213.71	4,060.46	S/L	10.0
Pumping Equipment				130,477.17	0.00c	0.00	13,988.08	12,834.01	26,822.09	103,655.08		
Group: Pumping Plant Structures												
95		WCA Upgrade - Pumping Plant Str	12/01/10	43,087.00	0.00	0.00	1,166.94	1,077.18	2,244.12	40,842.88	S/L	40.0
96		WCA Upgrade - Pumping Plant Str	12/01/10	10,929.00	0.00	0.00	591.99	546.45	1,138.44	9,790.56	S/L	20.0
505		Eastman Pump Station Roof	6/30/12	3,200.00	0.00c	0.00	0.00	40.00	40.00	3,160.00	S/L	40.0
Pumping Plant Structures				57,216.00	0.00c	0.00	1,758.93	1,663.63	3,422.56	53,793.44		

Book Asset Detail 1/01/12 - 12/31/12

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: PURIFICATION SYSTEM												
39		PURIFICATION SYSTEM - 1	3/31/81	412.00	0.00	0.00	412.00	0.00	412.00	0.00	S/L	30.0
40		PURIFICATION SYSEM - 2	3/31/87	1,930.00	0.00	0.00	1,930.00	0.00	1,930.00	0.00	S/L	5.0
41		PURIFICATION SYSTEM - 3	3/31/88	4,926.00	0.00	0.00	4,926.00	0.00	4,926.00	0.00	S/L	15.0
42		PURIFICATION SYSTEM	5/04/95	1,809.40	0.00	0.00	1,526.86	80.73	1,607.59	201.81	150DB	20.0
43		ENGINERRING FOR TRASHPUM	9/15/92	674.00	0.00	0.00	674.00	0.00	674.00	0.00	200DB	7.0
44		WINCH AND TRIPOD	2/28/95	1,598.17	0.00	0.00	1,598.17	0.00	1,598.17	0.00	200DB	7.0
45		2000 ADDITIONS -CIA	2/01/00	1,484.58	0.00	0.00	1,187.68	74.23	1,261.91	222.67	S/L	20.0
503		Lagoon Motors & Blowers	9/06/12	6,290.67	0.00c	0.00	0.00	314.53	314.53	5,976.14	S/L	10.0
		PURIFICATION SYSTEM		19,124.82	0.00c	0.00	12,254.71	469.49	12,724.20	6,400.62		
Group: SERVICES												
46		SERVICES - 7	3/31/86	818.00	0.00	0.00	818.00	0.00	818.00	0.00	S/L	15.0
47		SERVICES - 8	3/31/87	1,294.00	0.00	0.00	1,294.00	0.00	1,294.00	0.00	150DB	15.0
48		SERVICES - 1	3/31/74	405.00	0.00	0.00	405.00	0.00	405.00	0.00	S/L	30.0
49		SERVICES - 2	3/31/81	57.00	0.00	0.00	57.00	0.00	57.00	0.00	S/L	30.0
50		SERVICES - 3	3/31/82	1,317.00	0.00	0.00	1,317.00	0.00	1,317.00	0.00	S/L	15.0
51		SERVICES - 4	3/31/83	231.00	0.00	0.00	231.00	0.00	231.00	0.00	S/L	15.0
52		SERVICES - 5	3/31/84	397.00	0.00	0.00	397.00	0.00	397.00	0.00	S/L	15.0
53		SERVICES - 6	3/31/85	264.86	0.00	0.00	264.86	0.00	264.86	0.00	S/L	15.0
504		Man Hole Frame & Cover	1/19/12	1,014.66	0.00c	0.00	0.00	19.45	19.45	995.21	S/L	25.0
		SERVICES		5,798.52	0.00c	0.00	4,783.86	19.45	4,803.31	995.21		
Group: SEWER PLANT												
54		DISTRIBUTION RESEVIORS AM	3/31/79	2,332,261.00	0.00	0.00	2,169,814.83	66,636.03	2,236,450.86	95,810.14	S/L	35.0
69		DIPPOSAL OLD PUMP STATION	3/31/79	-9,000.00	0.00	0.00	-9,000.00	0.00	-9,000.00	0.00	S/L	35.0
75		Remove Cost Pump A Replaced 200	3/31/79	-3,500.00	0.00	0.00	-3,500.00	0.00	-3,500.00	0.00	S/L	15.0
76		Rewmmove Cost Polish Pump Replac	3/31/79	-7,250.00	0.00	0.00	-7,250.00	0.00	-7,250.00	0.00	S/L	15.0
500		Split out part of #54	3/31/79	-97,500.00	0.00	0.00	-91,637.00	-3,250.00	-94,887.00	-2,613.00	S/L	30.0
506		Remove 2012 assets replaced	12/31/79	-4,000.00	0.00	0.00	-4,000.00	0.00	-4,000.00	0.00	S/L	10.0
		SEWER PLANT		2,211,011.00	0.00c	0.00	2,054,427.83	63,386.03	2,117,813.86	93,197.14		
Group: SPRAY IRRIGATION SYSTEM												
55		FLOWMATIC VALVE	8/27/92	1,309.00	0.00	0.00	1,309.00	0.00	1,309.00	0.00	200DB	7.0
56		SPRAY IRRIGATION SYSTEM	5/10/95	1,059.71	0.00	0.00	894.25	47.27	941.52	118.19	150DB	20.0
57		SPRAY IRRIGATION SYSTEM	7/31/95	6,359.63	0.00	0.00	5,366.56	283.73	5,650.29	709.34	150DB	20.0
58		SPRAY IRRIGATION SYSTEM	9/30/88	1,992.00	0.00	0.00	1,992.00	0.00	1,992.00	0.00	150DB	20.0
		SPRAY IRRIGATION SYSTEM		10,720.34	0.00c	0.00	9,561.81	331.00	9,892.81	827.53		
		Grand Total		2,843,837.09	0.00c	0.00	2,216,418.70	95,165.76	2,311,584.46	532,252.63		

QUITCLAIM DEED
(EASEMENT)

Eastman Community Association, a not for profit New Hampshire corporation, with a principal place of business in Grantham, in the County of Sullivan and State of New Hampshire, for consideration paid, grants to the Village District of Eastman, organized pursuant to the provisions of RSA 52, of Grantham, County of Sullivan, State of New Hampshire, with a mailing address of P.O. Box 990, Grantham, New Hampshire 03753-0990, with Quitclaim Covenants, the following easements in the Towns of Grantham and Springfield, Sullivan County and State of New Hampshire and the Town of Enfield, Grafton County and State of New Hampshire:

The right, in common with the Grantor, to enter upon and to access all of the presently existing components (including, but not limited to, buildings, facilities, infrastructure, equipment, devices, accessories, collection mains and lines, pumping and disposal facilities, manholes, pump stations and related equipment, use of holding ponds and aeration ponds) of the Eastman sewer collection, treatment and disposal system (hereafter the "sewer system"), which components and sewer system are located within the Eastman development on that real property described in Appendix B of the Eastman Declaration of Covenants and Restrictions dated August 31, 1991, as amended, and which Appendix B is recorded in the Sullivan County Registry of Deeds at Book 947, Page 37.

The aforesaid easement to enter the said real property, which is owned by the Grantor, is to allow the Grantee access to the sewer system in order to operate, repair, maintain and replace the sewer system components in order to adequately and reasonably provide service to the users within the Eastman development who are connected to the sewer system.

Also conveyed herein to the Grantee, to be used in common with the Grantor, is any easement or right which the Grantor may presently have or acquire hereafter, as is set forth in Article XIII of the Eastman Declaration of Covenants and Restrictions, which is

reasonably required for the Grantee to operate the sewer system within the Eastman development.

The within easement grant is subject to the following easements, rights, rights-of-way, restrictions, conditions, covenants, exceptions, encumbrances and reservations, which shall be binding on the Grantor, the Grantee and their successors and assigns:

1. The Grantor and its designees, including its employees and agents, shall have access to the restroom which is located at the West Cove A pump station; provided, however, that Eastman Community Association personnel shall maintain the said restroom in a clean condition.

2. The Grantee shall keep the Grantor regularly informed of any material decisions, work and actions which it intends or may make, perform or do, regarding its operation, repair, replacement and maintenance of the sewer system when those functions are performed on property owned by the Grantor. The Grantor shall be notified, except in an emergency repair situation, of the proposed action at least fourteen (14) days prior to the Grantee performing the said work or taking the said action on the Grantor's aforesaid property. Eastman Community Association shall have the right to approve said work before it is commenced, which approval will not be unreasonably withheld.

3. The Grantee shall assume all responsibilities for compliance, reporting and filing all necessary documents to permit its operation of the sewer system.

4. In the event that the Grantor and the Grantee agree, after the date of this deed, on the design and location of a drip disposal system to dispose of sewer effluent, and if that drip disposal system is built and located on property owned by the Grantor, then the Grantee shall be permitted the right to access said property to construct, operate, repair, maintain and replace components of that drip disposal system.

5. The within conveyance is subject to all covenants, rights, easements, rights-of-way, restrictions, conditions, exceptions, reservations and encumbrances of record, if any, and as may be described in the Eastman Declaration of Covenants and Restrictions, originally dated July 27, 1971 and re-stated and dated August 31, 1991, as amended, re-stated and replaced, and as originally recorded in the Sullivan County Registry of Deeds at Book

498, Page 121 and in the Grafton County Registry of Deeds at Book 1199, Page 495.

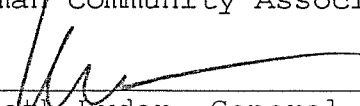
6. In the event that the Grantee discontinues its operation and maintenance of the sewer system, for any reason, the Grantor shall be given the first option to re-acquire the sewer system for one dollar (\$1.00) and other good and valuable consideration and on terms comparable to those which are set forth in the May 29, 2013 Asset and Liability Purchase and Sale Agreement between the Grantor, the Grantee and Eastman Sewer Company, Inc., a copy of which shall be permanently filed at the office of the Grantor. (a copy of said Agreement is also filed with the NH Public Utilities Commission, Docket #DW 13-171, Eastman Sewer Company, Inc.). The Grantee shall provide notice of its decision to discontinue its said operation and maintenance in writing to the Eastman Community Association General Manager and to the President of the Board of said Association. The Grantor shall have one hundred twenty (120) day after its receipt of the written notice to inform the Grantee whether it will re-acquire the sewer system. If the Grantor elects to so re-acquire the sewer system then the Grantee and the Grantor shall negotiate in good faith the terms of a purchase and sale agreement to effectuate the terms of the transfer.

Also hereby conveyed to the Grantee is the right, in common with others, to pass and re-pass over all roads constructed by the Controlled Environment Corporation as part of the Eastman Development, which road are owned by the Grantor, subject however to the right of Controlled Environment Corporation or its successor in interest or title to relocate roads and to dedicate them to the public.

The within conveyance is exempt from any tax on the transfer of real property pursuant to RSA 78-B:2 I.

Dated this 16th day of April, 2014.

Eastman Community Association



Kenneth Ryder, General Manager

STATE OF NEW HAMPSHIRE
SULLIVAN, SS

The foregoing instrument was acknowledged before me this 16th day
of April, 2014 by Kenneth Ryder, General Manager of Eastman
Community Association for the purposes therein contained.

Gayle Burns
Notary Public/Justice of the Peace
Print Name: Gayle A BURNS
My Commission Expires: Dec. 9, 2014

GAYLE A. BURNS
Notary Public - New Hampshire
My Commission Expires December 9, 2014

ASSIGNMENT AND TRANSFER OF PERMITS, BANK ACCOUNTS, CONTRACTS,
ACCOUNTS RECEIVABLES AND ACCOUNTS PAYABLES

Eastman Community Association, a not for profit corporation, and Eastman Sewer Company, Inc., a for profit corporation, both being New Hampshire corporations, with a principal place of business in Grantham, in the County of Sullivan and State of New Hampshire, hereinafter called the **Assignors**, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, assign and deliver unto the **Village District of Eastman**, a village district organized pursuant to RSA 52 and by act of the NH legislature, hereafter called the **Assignee**, with a principal place of business in Grantham, Sullivan County and State of New Hampshire its, successors and assigns, :

All of the **Assignors's** right, title and interest in and to the accounts receivables, accounts payables, permits and contracts as set forth in Exhibits A, B, C and D attached hereto and incorporated herein by reference, and to Lake Sunapee Bank account #8255018010 and to Fidelity Investments account #2BX-975397.

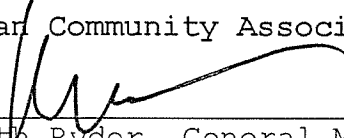
By its acceptance of the within assignment of the aforesaid assets and liabilities the **Assignee** agrees to be bound by all of the terms and conditions set forth in the aforesaid contracts, permits and in the bank and investment account agreements which pertain to the Lake Sunapee Bank and Fidelity Investments accounts.

Additionally, the **Assignee**, by its acceptance of the within Assignment of the aforesaid assets and liabilities, shall be solely liable for the payment of the aforesaid accounts payable as of the date of closing. The **Assignee** agrees to hold the

Assignors harmless from all liability for the payment of the aforesaid accounts payable.

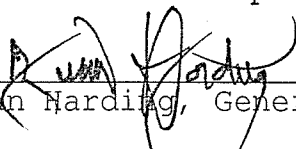
Dated this 16th day of April, 2014.

Eastman Community Association



Kenneth Ryder, General Manager

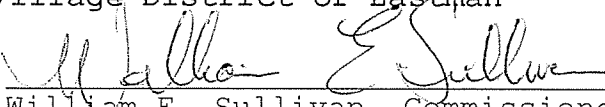
Eastman Sewer Company, Inc.



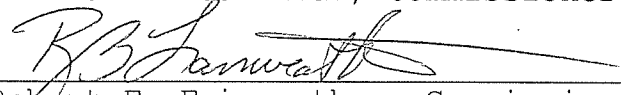
Brian Harding, General Manager

The Village District of Eastman commissioners execute this Assignment on this 16th day of April, 2014 for the purpose of acknowledging the Village District of Eastman's liability for payment of the aforesaid accounts payable shown on Exhibit B as of the date of this Assignment and its obligation to hold the Assignors harmless from liability for said payments and to indemnify the Assignors if the Assignors incur any liability for said accounts payable.

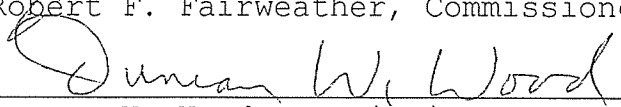
Village District of Eastman



William E. Sullivan, Commissioner



Robert F. Fairweather, Commissioner



Duncan W. Wood, Commissioner

EASTMAN COMMUNITY ASSOCIATION

EASTMAN SEWER COMPANY, INC.

CORPORATE VOTE CERTIFICATION

I, Kenneth Ryder, the Secretary of Eastman Community Association ("ECA"), a New Hampshire not for profit corporation organized under the provisions of RSA 292, with an office and principal place of business in Grantham, New Hampshire, and,

I, Gayle Burns, the Secretary of Eastman Sewer Company, Inc., ("ESC") a New Hampshire corporation with an office and principal place of business in Grantham, New Hampshire,

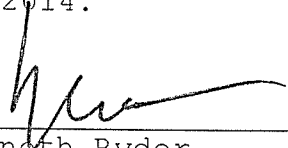
hereby certify that the following votes of the Board of Directors of each respective corporation was passed on the 17 day of December, 2012 for ECA and on the 14 day of December, 2012 for ESC:

VOTED: To authorize Eastman Community Association and the Eastman Sewer Company, Inc:


(a) to convey the assets and liabilities of ESC to the Village District of Eastman ("VDE") pursuant to the terms of an Agreement between ECA, ESC and VDE dated May 29, 2013 regarding the conveyance to VDE of the assets and liabilities of ESC;

(b) to authorize Kenneth Ryder as General Manager of ECA and Brian Harding as General Manager of ESC, on behalf of each respective corporation, to execute and deliver any required documents to VDE, pursuant to the aforesaid Agreement in order to implement the terms of the conveyance contemplated therein.

Dated this 16 day of April, 2014.



Kenneth Ryder



Gayle Burns