

MANAGEMENT AGREEMENT

THIS AGREEMENT MADE this 21st day of December, 2009, by and between Atlantic Operating and Management Corp. ("Management"), and Forest Edge Water Company, Inc. ("Water Company"), both with an address of Main Street, North Conway, New Hampshire 03860.

WHEREAS, Water Company is a water utility serving customers in Conway, Carroll County, New Hampshire; and

WHEREAS, Management is in the business of, *inter alia*, providing management services to businesses in the general Carroll County area; and

WHEREAS, Water Company wishes to employ Management for the purpose of providing management services to Water Company.

NOW THEREFORE, for consideration paid and in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. Term. This Agreement shall have a term extending through December 31, 2011, unless extended by mutual agreement of the parties hereto.

2. Services. Management shall provide general management services to Water Company, including, but not limited to, bookkeeping, billing, customer relations, oversight of the day-to-day operations of Water Company, and such other management services as may be necessary to operate Water Company in a manner so as to provide adequate services to its customers.

3. Compensation. The compensation to be paid by Water Company to Management shall be as follows:

- A. \$15.00 per hour for bookkeeping services; and
- B. \$50.00 per hour for operational management.

4. Estimated Hours. The parties estimate that approximately ten hours per month of operational management shall be required, and that approximately fifteen hours a month of bookkeeping services shall be required. However, Management agrees to provide whatever additional hours that may be necessary for purposes of managing Water Company and servicing the customers of Water Company.

5. Termination. In the event that Management fails to provide the services required hereunder, Water Company shall provide written notice to Management of the failure of Management to provide the services. In the event that Management fails to take adequate steps to correct any breach of its obligations hereunder within thirty days from the date of said notice, Water Company may immediately terminate this Agreement.

6. Miscellaneous. This Agreement is to be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. Any action arising hereunder shall be brought in the Carroll County Superior Court. This Agreement represents the full and complete understanding of the parties hereto, and this Agreement shall only be amended in writing, executed by all parties hereto. This Agreement may not be assigned without the consent of the non-assigning party, which may be withheld in its sole discretion.

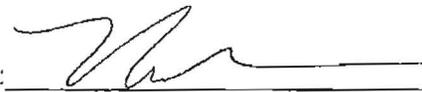
7. Notices. All notices required to be given hereunder shall be in writing, and shall be delivered in hand, or by certified mail, return receipt requested, or by a nationally recognized courier service. Notice shall be deemed to be given when deposited in the U.S. mail, or delivered to such courier service, or on the date that notice is hand delivered.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the date and year first above written.

Atlantic Operating and Management Corp.

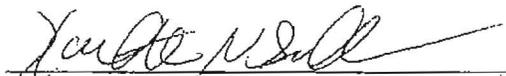


Witness

By: 

Nathaniel Sullivan, President

Forest Edge Water Company, Inc.



Witness

By: 

Nathaniel Sullivan, President