



Management Agreement between Rosebrook Water Company, Inc. and Resort Waste Services Corporation.

Effective January 01, 2015

ROSEBROOK WATER Duties

Rosebrook Water Company, Inc. (RBWC) will provide the management and administrative services necessary to insure that Resort Waste Services Corporation. (RWS) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES).

The services to be provided include:

1. Management: RBWC shall be responsible for the overall management, finances, operation and maintenance of the company, as directed by the RWS Board of Director's, including its plant, the ongoing operation, and maintenance in accordance to the Operations Manual, State and Federal regulations.
2. Accounting: RBWC shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of tax returns and other financial reporting requirements.
3. Customer Accounting: RBWC shall be responsible for the preparing and issuing the quarterly billing, processing of customer payments, monitoring accounts receivables and addressing other customer related matters.
4. Customer Relations: RBWC shall be responsible for establishing and maintaining communications with residential and commercial customers including the properties related to the Mount Washington Hotel and Resort Complex in ordinary course of business.
5. Accounts Payable: RBWC shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: RBWC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects, subject to review and approval by the RWS Board of Director's.

Compensation: This agreement is firm-fixed priced in the amount of \$95,112 for the year ending December 31, 2015. Payable on the first of each month in the amount of \$7,926.00.

Term of Agreement: The term of the agreement shall be for one year from January 01, 2015 to December 31, 2015 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the four employees directly involved in maintaining the water system, accounting and administrative functions as outlined in paragraphs 1-6. RBWC shall provide the following estimated minimum hours of support in 2015 to execute the services outlined above in items 1-6:

Plant Manager- 648 hrs.	Plant Assistant - 648 hrs.
Finance Manager- 1012 hrs.	Accounting Clerk- 972 hrs.

Rosebrook Water Company, Inc.	<i>Leah Valladares</i> Leah Valladares - FM	1/21/15 Date
Resort Waste Services Corporation	<i>Thomas Ewing</i> Thomas Ewing, President	21 JAN 2015 Date