



Professional Services Agreement 2016

This Professional Services Agreement (the "Agreement") is entered into as of this 1st day of January, 2016 (the "Effective Date") by and between Rosebrook Water Company, ("Consultant"), a New Hampshire based company and Omni Hotels Management Corporation, ("Client"), as agent for CLP Bretton Woods TRS Corp. (the "Owner"), with respect to the Owner's property commonly known as "Omni Mount Washington Resort" in Bretton Woods, NH. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client and Consultant hereby agree as follows:

1. **Description of Services.** Consultant shall perform the professional services ("Services") that are described on Exhibit "A" attached hereto.
2. **Compensation for Services.**
 - a. **Payments to Consultant:** Client shall pay Consultant for the services on a time and materials basis in accordance with Consultant's Schedule of Fees attached hereto as Exhibit "B" (the "Schedule of Fees").
 - b. **Invoices:** Consultant will invoice Client at the beginning of each month for the agreed upon amount of \$3,754.15/month which is 33% of the employee's wages. Additional services will be invoiced as an additional amount due and are outlined in Exhibit B (the "Schedule of Fees"). Payment is due to Consultant within fifteen days.
3. **Confidentiality.** All intellectual, technical, and commercial information of or concerning Client, whether oral or written, obtained by Consultant in the course of performing the Services (the "Confidential Information") shall be deemed to be confidential, restricted, and proprietary to Client. Consultant shall not reproduce or disclose any Confidential Information except as necessary to efficiently carry out the Services. Information that is (a) in the public domain, (b) known to or in the possession of Consultant prior to obtaining it in the course of performing the Services, or (c) developed by Consultant or others independently from Client and outside of the course of performing the Services, shall not be deemed Confidential Information. Consultant may disclose Confidential Information if and as required to do so by subpoena or court order.
4. **Promotion.** Consultant shall acquire no right under this Agreement to use, and shall not use, the name or any mark of Client, of any other affiliated company in any of Consultant's advertising, publicity, or promotion to express or imply any endorsement by the above-named parties of Consultant's services or in any other manner whatsoever.
5. **Termination.** Client or Consultant may, at any time, for any reason and without cause, terminate this Agreement or suspend rendering of services hereunder upon a 30 day written notice to either party. Upon such termination, Consultant shall immediately stop work and Client shall pay Consultant the agreed upon amount for all Services performed by Consultant through the date of termination.
6. **Insurance.** Consultant shall purchase and maintain policies of insurance which names Client and Owner as additional insureds and will protect against claims which may arise out of Consultant's provision of the Services under this Agreement, including coverage for the following:
 - a. Commercial General Liability Insurance with minimum limits of \$2,000,000 combined single limit bodily injury and property damage liability per occurrence.
 - b. Workers' Compensation Insurance as required by applicable law.
 - c. General Environmental Insurance as required by applicable law.

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7. Miscellaneous.

- a. **Notices:** Any notice, request, demand or other communication given or required to be given hereunder ("notice") shall be in writing and personally delivered, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized courier service such as Federal Express, addressed to the person who executed this Agreement on behalf of the party to whom notice is being given at such person's primary business address.
- b. **Governing Law:** This Agreement shall be governed by the laws of the State of New Hampshire, and any questions arising hereunder shall be construed or determined according to such laws.
- c. **Relationship of Parties:** This Agreement shall not be construed in any way to create a partnership of joint venture between the parties. The sole relationship of Consultant to Client is that of an independent contractor.
- d. **Attorneys' Fees:** If any party commences an action of Suit against another party arising out of the Agreement, whether it be an action for damages, equitable or declaratory relief, or otherwise, the prevailing party in such action or suit, whether or not suit proceeds to final judgment or whether it is settled out of court, shall be entitled to its reasonable attorneys' fee and court and other costs and expenses incurred. Except in the case of an out of court settlement, the prevailing party shall be the party who is entitled to recover its costs of suit, and a party not entitled to recover its costs shall not recover attorneys' fees.
- e. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as the Effective Date.

"Consultant"
Rosebrook Water Company, Inc.

BY: *L. Balladares* Date: 11/5/15
Its: Finance Manager

"Client":
CLP Bretton Woods TRS CORP.
d/b/a Omni Mount Washington Resort
By: Omni Hotels Management Corporation, its agent

BY: *[Signature]* Date: 11-9-15
Its: Int. Mgr. Dir.

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EXHIBIT "A"

Scope of Services

The basic services for the above Agreement are described as follows:

Drinking Water:

1. Water quality sampling at Top of Quad Restaurant in accordance with NH Department of Environmental Services (NHDES) Master Sampling schedule.
2. Water quality sampling at The Lodge in accordance with NH Department of Environmental Services (NHDES) Master Sampling schedule.

Wastewater:

1. Daily maintenance and upkeep of Hotel and Spa/Nordic Center pump stations, lagoons and lagoon area, pumps, blowers, blower building and weekly inspection of infiltration basins.
2. Inspection of pump stations at Base Lodge and First Aid Buildings. Pabyans and Bretton Arms pump stations and leach fields also included.
3. Sampling and testing for the Groundwater and Surface Water Quality Monitoring Program near Hotel rapid infiltration basins. Frequency as required by NHDES.
4. Recording of data from the piezometers near rapid infiltration basins once per week/52 weeks per year.
5. Weekly sampling and testing of influent and effluent samples.

Monthly reporting to NHDES.

Other Services Provided

Emergency on-call response availability 24 hours per day, 7 days per week. 52 weeks per year.

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EXHIBIT "B"

Schedule of Fees

The monthly fee has been established to be approximately \$3,754.15 per month for the services described in Exhibit "A". This number will be adjusted from time to time in order to allow for salary/benefits increases for its employees. Notification will be provided in advance of any increase or change in monthly fee.

Any services provided outside normal business hours will be considered after hours and will be billed to client at a rate of \$75.00 per hour.

Any work that is additional to the scope that is outlined in Exhibit "A" will be billed out on a time and material basis.

Consultant will invoice Client at the beginning of each month for services to be performed during that month. Additional work performed will be invoiced that the time of service.

Payment is due from Client within fifteen days of invoice date.



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

Effective January 01, 2016

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:

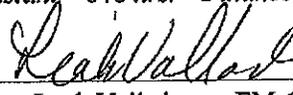
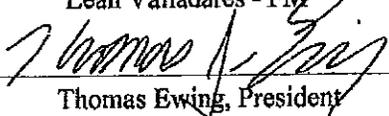
1. **Management:** RBWC shall be responsible for the overall management, finances, operation and maintenance of the company, as directed by the RWS Board of Director's, including its plant, the ongoing operation, and maintenance in accordance to the Operations Manual, State and Federal regulations.
2. **Accounting/Administrative:** 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. RBWC shall assist in all aspects in preparation of the Annual Meeting. RBWC will also have a representative at each Board Meeting as needed.
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 \$97,859.50 for the year ending December 31, 2016. Payable on the first of each month in the amount of \$8,155.00.

Term of Agreement: The term of the agreement shall be for one year from January 01, 2016 to December 31, 2016 with an automatic renewal unless there is a 90-day written notice of termination 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 2016 to execute the services outlined above in items 1-6:

*Plant Manager- 648 hrs. * Plant Assistant - 648 hrs. *Finance Manager- 816 hrs. * Accounting Clerk- 972 hrs.

		20 NOV 15
Rosebrook Water Company, Inc.	Leah Valladares - FM	Date
		20 NOV 15
Resort Waste Services Corporation	Thomas Ewing, President	Date