

VERIFICATION

State of New Hampshire
Town of Carroll

I, Marjory Taylor, state that I am Controller of Rosebrook Water Company, Inc., that I have personal knowledge of the following original affiliate agreements and that the attached documents are true and correct copies of those affiliate agreements:

Attachment 1 -- Management Agreement between BW Club, LLC and Rosebrook Water Company, Inc., effective January 1, 2011. Please note that this agreement was never signed.

Attachment 2 -- Management Agreement between BW Services, LLC and Rosebrook Water Company, Inc., effective August 1, 2011.

Attachment 3 -- Management Agreement between MWH Construction Company, LLC and Rosebrook Water Company, Inc., effective January 1, 2012.

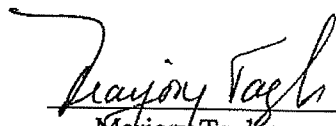
Attachment 4 -- Contract between MWH Construction Company, LLC and Rosebrook Water Company dated March 23, 2010 for work related to the pump house generator in the amount of \$54,000.

Attachment 5 -- Management Agreement between Rosebrook Water Company, Inc. and Resort Waste Management, Inc., effective January 1, 2013.

I also state under penalty of perjury that I have personal knowledge of the following summary of an unwritten arrangement for other services between affiliated entities and that it is a true and correct summary:

Attachment 6 -- Unwritten arrangement with MWH Construction Company, LLC to provide other services to Rosebrook Water Company, Inc.

Date: 01-02-2013


Marjory Taylor

ATTACHMENT 1

Management Agreement between BW Club, LLC and Rosebrook Water Company, Inc.

effective January 01, 2011

BW CLUB Duties

BW Club (BWC) will provide the management and administrative services necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

1. Management: BWC shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
2. Accounting: BWC shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of the PUC Annual Report, tax returns and other financial reporting requirements.
3. Customer Accounting: BWC 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: BWC shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties. Also, BWC shall be responsible for establishing and maintaining communications with developers including reviewing and approving facilities to serve such developers and working with such developers to contribute cash and/or plant necessary to serve them.
5. Accounts Payable: BWC shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: BWC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
7. Governmental Agencies: BWC shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
8. Education: BW Club shall be responsible for acquiring and maintaining the technical and business knowledge to manage, operate and maintain the water system by joining and participating in the New England and New Hampshire Water Works Associations.

9. Finance: BWC shall be responsible for managing the cash resources including the CIAC funds. Also, BWC shall be responsible for working with the owner, state and financial institutions to make sure funds are available to meet present and future capital requirements..
10. Regulatory: BWC shall be responsible for obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.

Compensation: BWC shall be paid \$7,200 per month for the services listed in paragraphs 1-10 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RBW will pay a proportionate share of workers' compensation insurance monthly. a).

Term of Agreement: The term of the agreement shall be for one year from January 01, 2011 to December 31, 2011 with an automatic renewal unless there is a 90-day notice from either party.

- a). This amount represents salary, benefits & facilities charges for the three employees directly involved in maintaining the water system and the three employees (Controller, accounting clerk, administrative assistant) who handle all administrative functions as outlined in paragraphs 1-10.

ATTACHMENT 2

Management Agreement between BW Services, LLC and Rosebrook Water Company, Inc.

Effective August 01, 2011

BW SERVICES Duties

BW Services (BWS) will provide the management and administrative services necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

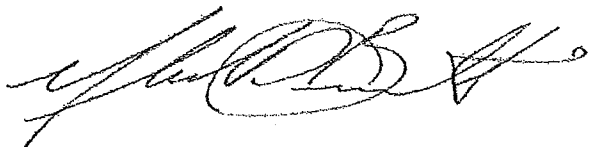
1. Management: BWS shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
2. Accounting: BWS shall maintain the books and records of the Company and shall be responsible for overseeing the preparation of the PUC Annual Report, tax returns and other financial reporting requirements.
3. Customer Accounting: BWS 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: BWS shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties. Also, BWS shall be responsible for establishing and maintaining communications with developers including reviewing and approving facilities to serve such developers and working with such developers to contribute cash and/or plant necessary to serve them.
5. Accounts Payable: BWS shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: BWS shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
7. Governmental Agencies: BWS shall be responsible for maintaining communications and for developing cooperative relationships with NHDES, NHPUC and the Town of Carroll.
8. Education: BW Services shall be responsible for acquiring and maintaining the technical and business knowledge to manage, operate and maintain the water system by joining and participating in the New England and New Hampshire Water Works Associations.

9. Finance: BWS shall be responsible for managing the cash resources including the CIAC funds. Also, BWS shall be responsible for working with the owner, state and financial institutions to make sure funds are available to meet present and future capital requirements..
10. Regulatory: BWS shall be responsible for obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.

Compensation: BWS shall be paid \$6,700 per month for the services listed in paragraphs 1-10 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RBW will pay a proportionate share of workers' compensation insurance monthly. a).

Term of Agreement: The term of the agreement shall be for one year from August 01, 2011 to July 31, 2012 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the three employees directly involved in maintaining the water system and the two employees (Controller and accounting clerk) who handle all administrative functions as outlined in paragraphs 1-10.

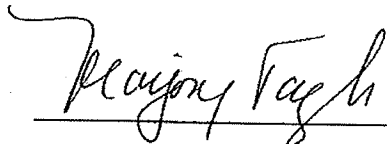


06/30/2011

Rosebrook Water Company

Michael Brunetti, Director

Date



07/01/2011

BW Services, LLC

Marjory Taylor, Controller

Date

ATTACHMENT 3

Management Agreement between MWH Construction, LLC and Rosebrook Water Company, Inc.
effective January 01, 2012

MWH Construction Duties

MWH Construction (MWHC) will provide the technical management necessary to insure that Rosebrook Water Company, Inc. (RBW) operates in an efficient and businesslike manner and in compliance with regulations of the New Hampshire Department of Environmental Services (DES) and the Public Utilities Commission (PUC).

The services to be provided include:

1. Management: MWHC shall be responsible for the overall on-site technical management, construction expertise and maintenance of the company including its plant and the ongoing operation and as well as the addition to and replacement of such plant. The Manager of MWHC shall work directly with the Manager of Water and Wastewater Plant Operations.
2. Engineering / Contractors: MWHC shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.
3. Regulatory: MWHC shall participate in obtaining PUC approval of any franchise expansion, financings and rate changes necessary to serve present and future customers including working with accountants and lawyers.
4. Equipment: MWHC shall make available to RBW equipment for repair or maintenance that otherwise would necessitate a rental agreement between RBW and an outside party, e.g. a lull.

Compensation: MWHC shall be paid \$1,450 per month for the services listed in paragraphs 1-4 above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements (a).

Term of Agreement: The term of the agreement shall be for one year from January 01, 2012 to December 31, 2012 with an automatic renewal unless there is a 90-day notice from either party.

Management Agreement between MWH Construction, LLC and Rosebrook Water Company, Inc.

effective January 01, 2012

a). This amount represents salary, benefits & facilities charges for only the one employee directly involved in managing the water system . All construction projects performed by the MWHC company as a whole shall be billed on a 'labor and materials' or contract basis.

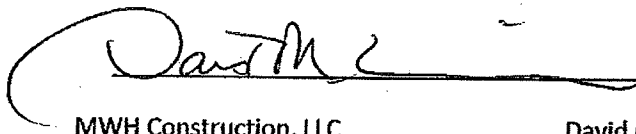


01/04/2012

Rosebrook Water Company

Michael Brunetti, Director

Date



01/09/2012

MWH Construction, LLC

David Currier, Manager

Date

ATTACHMENT 4

New Generator for Pump House

BUILDER: MWH CONSTRUCTION COMPANY, LLC

A New Hampshire based Limited Liability Company

By: [Signature]
Michael D. Brunetti
President

Date: 3/23/10

#923
POSTED
3-10

OWNER:

Nancy Oleson
Nancy Oleson (manager/operator)

Date: 3/23/10

1. CONTRACT PRICE: In consideration for the performance of Builder's obligations under the Agreement, Owner agrees to pay to Builder, in accordance with Exhibit "B" attached to this Agreement, an amount calculated as follows: Work will be done on a "cost plus 15%" not to exceed an amount greater than \$54,000.00.

2. CONSTRUCTION DEPOSIT: Simultaneously with Owner's execution of this Agreement, Owner has delivered a check to Builder in the amount which equals 50% of the total Construction Cost (\$54,000.00 x 50% = \$27,000.00) twenty seven thousand dollars. By signing this Agreement, Builder acknowledges receipt, subject to collection. The Construction Deposit, as increased by all amounts paid on account of change orders executed by the parties pursuant to Paragraph 4(b) ("Construction Deposit") shall be consideration for Builder's time, effort and expense in working with Owner in an effort to reach agreement on plans and specification for the Improvements, to develop a construction budget and agree upon a Contract Price, and otherwise to undertake such steps as reasonable necessary to enter into this Agreement and to prepare for construction of the Improvements as contemplated by this Agreement. Owner agrees that the Construction Deposit shall be non-refundable except in the event of termination of this Agreement by Owner prior to commencement of construction due to Builder's inability, failure, or refusal to perform any of Builder's covenants under this Agreement. Owner agrees that Builder may deposit the check into Builder's general account and need not deposit or hold it in a separate escrow/trust bank account. Owner acknowledges and agrees that Builder shall have the right to use the Construction Deposit for whatever purposes Builder sees fit. Owner recognizes and accepts the risk of depositing the Construction Deposit with associated salesperson, in deciding to pay the Construction Deposit to Builder. Builder and Owner acknowledge and agree that any real estate broker involved in this transaction shall have no responsibility for, or control over, the Construction Deposit, no knowledge of the financial condition or financial

Construction Services Agreement

Builder: MWH Construction Company, LLC

Address: 210 Mt. Washington Hotel Road
Bretton Woods, NH 03575

Tax ID Number: 02-0514412

Telephone: (603) 278-8936

Email: dcurrier@bwlandco.com

Owner: Rosebrook Water Company

Address: Route 302 Bretton Woods, NH 03575

Work Telephone: (603) 278-4491

Email: noleson@omnihotels.com

Property: Pumphouse located off Route 302 behinds Drummonds Mountain Shop

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made by and between the Builder and the Owner identified above, effective as of the date set forth below ("Effective Date")

AGREEMENT

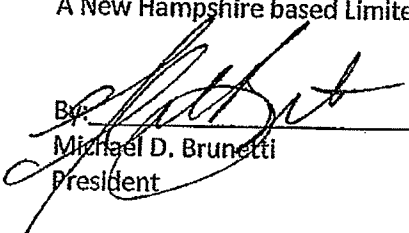
Owner is the owner of the Property referenced above (the "property") and Builder is a contractor engaged in the business of constructing homes and related improvements. Owner agrees to engage Builder to construct and/or related improvements ("improvements") for Owner on the property and Builder agrees to undertake such construction in accordance with the attached terms and Conditions and Special Stipulations, all of which are incorporated by this reference.

OWNER WAIVES ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE IMPROVEMENTS EXCEPT BUILDER'S LIMITED WARRANTY DESCRIBED IN PARAGRAPH SEVEN OF THE ATTACHED TERMS AND CONDITIONS.

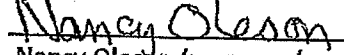
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING. THIS AGREEMENT SHALL BECOME A BINDING CONTRACT ONLY WHEN BOTH OWNER AND BUILDER HAVE SIGNED IT BELOW AND INITIALED ANY HANDWRITTEN CHANGES.

In witness whereof, the parties have set their hands and seals as of the date indicated under their signatures.

BUILDER: MWH CONSTRUCTION COMPANY, LLC
A New Hampshire based Limited Liability Company

By: 
Michael D. Brunetti
President

Date: 3/23/10

OWNER: 
Nancy Oleson (manager/operator)

Date: 3/23/10

1. **CONTRACT PRICE:** In consideration for the performance of Builder's obligations under the Agreement, Owner agrees to pay to Builder, in accordance with Exhibit "B" attached to this Agreement, an amount calculated as follows: Work will be done on a "cost plus 15%" not to exceed an amount greater than \$54,000.00.
2. **CONSTRUCTION DEPOSIT:** Simultaneously with Owner's execution of this Agreement, Owner has delivered a check to Builder in the amount which equals 50% of the total Construction Cost. (\$54,000.00 x 50%=\$27,000.00) twenty seven thousand dollars. By signing this Agreement, Builder acknowledges receipt, subject to collection. The Construction Deposit, as increased by all amounts paid on account of change orders executed by the parties pursuant to Paragraph 4(b) ("Construction Deposit") shall be consideration for Builder's time, effort and expense in working with Owner in an effort to reach agreement on plans and specification for the Improvements, to develop a construction budget and agree upon a Contract Price, and otherwise to undertake such steps as reasonable necessary to enter into this Agreement and to prepare for construction of the Improvements as contemplated by this Agreement. Owner agrees that the Construction Deposit shall be non-refundable except in the event of termination of this Agreement by Owner prior to commencement of construction due to Builder's inability, failure, or refusal to perform any of Builder's covenants under this Agreement. Owner agrees that Builder may deposit the check into Builder's general account and need not deposit or hold it in a separate escrow/trust bank account. Owner acknowledges and agrees that Builder shall have the right to use the Construction Deposit for whatever purposes Builder sees fit. Owner recognizes and accepts the risk of depositing the Construction Deposit with associated salesperson, in deciding to pay the Construction Deposit to Builder. Builder and Owner acknowledge and agree that any real estate broker involved in this transaction shall have no responsibility for, or control over, the Construction Deposit, no knowledge of the financial condition or financial

stability of Builder, and no ability or obligation to ensure that the Construction Deposit is the sole responsibility of Builder and Owner.

3. TITLE TO PROPERTY: Title to the property shall remain with Owner. Nothing in this agreement shall be construed to vest legal or equitable title to the Property in Builder.

4. CONSTRUCTION OF IMPROVEMENTS: Builder shall construct the Improvements on the Property substantially in accordance with the plans and specifications described in Exhibit "A", as they may be modified by any change orders executed by the parties (the "Plans"), and in accordance with all applicable building codes and ordinances. Exhibit "A" and any such change orders are incorporated into this Agreement by this reference. If the parties have not agreed upon plans and specifications for the Improvements as soon as reasonably possible, such agreement to be evidenced by each party executing a copy of such plans and specifications, which shall then be attached as or incorporated by reference on Exhibit "A" to this Agreement. If the parties have not agreed upon and executed plans and specifications for the Improvements within thirty days after the Effective Date, then either party may terminate this Agreement by written notice to the other at any time prior to reaching agreement upon and executing such plans and specifications.

(a) PLAN APPROVAL: Builder and Owner acknowledge that no clearing, grading, or other construction activity may be commenced on the Property until the architectural and landscape plans and specifications for the Improvements and certain other items as required by the respective Homeowner's association, Architectural Review Committee and/or Town offices has been completed. The parties agree to execute any change orders necessary to accommodate reasonable changes in the Plans required to obtain such approval.

(b) CHANGE ORDERS: Any changes to the Plans shall be agreed to in writing by both parties on the form of change order provided by Builder, which shall reflect the adjustment, if any, to be made in the Contract Price set forth on the second page of this Agreement ("Contract Price") as a result of such change order. Owner shall pay to Builder any additional charges for alterations, additions, omissions, or deviations agreed to in any such change order at the time of Builder's next construction draw following implementation of the change unless otherwise specified in the change order. NO WORK WILL BE CONDUCTED WITH OUT A SIGNED CHANGE ORDER BY BOTH BUILDER AND OWNER.

(c) CONSTRUCTION SCHEDULE: Builder shall apply for a building permit on the Property within five (5) business days after receipt of approval for the Plans or with five (5) business days after the Effective Date of this Agreement, if the Plans have already been approved, and shall commence construction of the Improvements within five (5) business days after issuance of the building permit ("Commencement Date"). Builder shall make all reasonable efforts to achieve substantial completion and have a

certificate of occupancy issued for the Improvements by the Estimated Substantial Completion Date specified on the first page of this Agreement; however, in any event Builder shall achieve substantial completion and obtain a certificate of occupancy within seven months after the Commencement Date ("Completion Deadline"), subject only to additional time required to accommodate change orders (as set forth in the change order), manufacturer's or shipper's delay in delivery of materials ordered in a timely manner, delays occasioned by inclement weather (not to exceed a total fourteen (14) additional days), acts of God, material or labor shortages, or other conditions beyond the reasonable control of Builder described in Paragraph 21 of this Agreement. If, prior to the Completion Deadline, the Improvements on the Property are substantially damaged or destroyed then the deadline for completion of construction shall be extended for a reasonable period of time not to exceed ninety (90) days in order to enable Builder to repair such damage. Owner agrees that the Improvements shall be considered substantially complete even though minor punch list items and mechanical adjustments may not be completed. Builder shall furnish Owner with a copy of the certificate of occupancy for the Improvements within three (3) business days after issuance.

(d) CONSTRUCTION ACTIVITIES: Builder agrees to comply, and to be responsible for compliance by its employees, subcontractors and suppliers, with all rules of the respective Homeowner's Association.

(e) PERMITS AND APPROVALS: Builder shall comply with the requirements of applicable zoning for the Property and obtain, at Builder's expense, all permits, all permits, inspections, and authorizations from municipal, count, state, and federal agencies that may be required for the construction of the Improvements.

(f) MATERIALS: If Builder is unable to obtain the exact materials specified in the Plans through Builder's ordinary or usual sources of supply, Builder shall have the right to substitute materials of similar pattern, design and quality; however, as to any materials constituting fixtures or finishes, Builder shall notify Owner prior to any such substitution and give Owner a reasonable opportunity to approve Builder's proposed substitution or specify an alternative.

(g) STANDARD OF CONSTRUCTION: Builder agrees to construct the Improvements in a good and workmanlike manner, consistent with generally accepted building industry standards and all applicable building codes. Owner acknowledges that Builder is not required to perform work that exceeds such standards and Builder is not responsible for addressing or correcting conditions located outside the Property even if they affect the Property.

(h) INDEMNIFICATION AND RELEASE: Builder shall release, indemnify and hold Owner harmless from and against all injuries, claims, damages, losses, and expenses, including but not limited to, attorneys fees and court costs, arising out of or resulting

from any negligent act or omission of Builder, its subcontractors, anyone directly or indirectly employed by Builder or its subcontractors, or any other person for whose acts they may be liable, or arising out of breach of this Agreement by Builder, its subcontractors, or their respective agents or employees.

5. APPROVAL OF CONTRACTORS: Owner acknowledges that contractors constructing homes in the Community ("Contractors") are subject to the prior approval of the Homeowner's Association, in accordance with such criteria as the Association may establish in order to provide the smooth and orderly development of the community. Owner's decision to enter into this Agreement shall be conclusive evidence that Owner is independently satisfied with regard to Builder's qualification and/or building product. Owner acknowledges that Owner has not relied on the advice or representations of the Listing Broker in arriving at this conclusion and Owner waives any and all claims and rights Owner has or may have, now or in the future, against the Listing Broker, or their agents relating to approval of Builder or any Contractor in this transaction with respect to any and all such claims and rights.

6. INSPECTION OF PROPERTY:

(a) **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT:** Builder shall deliver to Owner, within (5) days after issuance of a certificate of occupancy for the Improvements, a disclosure statement identifying any material defects known to Builder which would constitute a violation of any applicable building code and Owner agrees to execute two copies of such disclosure statement and return one copy to Builder.

(b) **DURING CONSTRUCTION:** Owner shall have the right and responsibility, at reasonable times during Builder's normal business hours, and without interfering with work on the Property, to enter upon the Property to inspect the Property. However, due to safety and insurance considerations, Owner shall not enter upon the Property unless accompanied by Builder or Builder's representative. Owner agrees to assume all responsibility for Owner's acts and the acts of Owner's representatives, guests, and invitees in exercising Owner's rights under this Paragraph and agrees to indemnify and hold Builder and any real estate broker or salesperson involved in this transaction harmless from any damage or injury arising out of the exercise of these rights by Owner or any person authorized by Owner. If Owner becomes aware of a problem or defect during any such inspection, Owner shall promptly notify Builder.

(c) **FINAL WALK-THROUGH; PUNCH LIST:** Upon substantial completion of the Improvements, Builder shall notify Owner and Builder and Owner shall schedule a mutually convenient time within seven (7) days thereafter during regular business hours (8:30 a.m. – 5:00 p.m.) to conduct a "walk-through" inspection of the Improvements. At that time, Owner and Builder shall prepare a final punch list identifying any material defects noted by Owner and each party shall execute the punch list. For purposes of this Agreement and the Inspection, "material defects" shall include only:

- (i) deviations from applicable building codes, regulations and ordinances;
- (ii) deviations from the Plans (as modified by signed change orders) that materially affect the appearance or function of the Improvements or any component thereof; and
- (iii) Such other matters as would give rise to a claim under the warranty documents described in Builder's warranty documents referenced in Paragraph seven of this Agreement.

Builder shall use its best efforts to address all of the material defects noted on the punch list in a timely manner prior to delivery of possession. However, the fact that any such items remain to be addressed as of the date of issuance of certificate of occupancy or final inspection certificate shall not authorize Owner to withhold from Builder any portion of the Contract Price, as adjusted by change orders, or to place any portion thereof in escrow without Builder's prior written consent. In lieu of repairing any item specified on the punch list, Builder shall have the option of replacing such item or paying reasonable sums to Owner with which to have such repair or replacement made by Owner or a third party.

(d) PRIVATE HOME INSPECTOR: Owner may choose to retain a private home inspector to conduct any inspection of the Property at Owner's sole expense; provided, at the time of such inspection Owner shall provide Builder with proof that such inspector:

- (i) has all business and other licenses required by law;
- (ii) is either (A) a full-time professional inspector and a member of the American Society of Home Inspectors, Inc.; or (B) a registered professional engineer, and
- (iii) has general liability insurance in an amount of least \$500,000.00 and workers compensation, if required by law; and
- (iv) is a certified International Residential Code One and Two Family Dwelling Inspector (or its equivalent under the state building code).

The home inspector shall evaluate the Property solely in accordance with construction standards specified in this Agreement. If the home inspector concludes that there are violations of applicable building codes with respect to the Property, the inspector shall specify in writing the applicable code section and subsection which the inspector contends has been violated.

(e) ACCEPTANCE "AS-IS": If Owner elects not to inspect the Property prior to delivery of possession, Owner agrees to accept the Improvements "AS-IS", subject to Builder's obligations under Builder's limited warranty described in Paragraph 7 of the Agreement.

7. BUILDER'S WARRANTY: Builder shall warrant to Owner that, at the time of delivery of possession, the Improvements with all fixtures are, to the best of the actual knowledge of Builder or its agents, sufficiently (i) free from structural defects, so as to pass without objection in the trade, and (ii) constructed in a workmanlike manner, so as to pass without objection in the trade; and (iii) fit for habitation. Upon delivery of possession of the Improvements pursuant to Paragraph 8, Builder agrees to deliver to Owner Builder's limited warranty on the Improvements, which warranty is not insured by any third party. Owner acknowledged that a sample copy of the form of such warranty either has been provided to Owner or is available from Builder upon request. ANY OTHER WARRANTY OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE DISCLAIMED BY BUILDER AND WAIVED BY OWNER, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR PROHIBITED BY NEW HAMPSHIRE LAW.

8. COMPLETION OF IMPROVEMENTS:

(a) **POSSESSION:** Possession of the Improvements shall be delivered to Owner upon issuance of certificate of occupancy. The term "Possession", as used in this Agreement, means the date upon which Builder tenders possession of the Improvements to Owner, whether or not Owner takes actual occupancy on such date. Unless otherwise agreed to in writing by Builder and Owner, Owner may not place any household goods or other personal items on the Property prior to delivery of possession.

(b) **DELIVERY OF DOCUMENTS:** At the time of delivery of possession, Builder shall provide Owner with certificate of occupancy for the Improvements and any other Owner's manuals, warranty registration cards, etc.

(c) **UTILITIES; CONNECTION CHARGES:** Owner shall be responsible for arranging for all utility services to be turned on or placed in Owner's name on or after delivery of possession and for paying all utility deposits, connection charges, interior service fees, and similar fees applicable to the Property and Improvements that are imposed by governmental entities, utility companies, or other service providers for services provided to the Property or Improvements.

9. PAYMENT FOR WORK; WAIVER OF LIENS:

(a) **COSTS OF CONSTRUCTION:** Builder shall be responsible for timely payment of all costs of construction, including all amounts due to subcontractors, mechanics and material men in connection with the construction of Improvements on the Property.

(b) **MECHANICS AND MATERIALMEN'S LIENS:** New Hampshire law permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor

last performed work or furnished material, or (ii) 90 days from the time of construction, removal, repair, or improvement is terminated. Builder shall at all times keep the Property free of liens arising out of the provision of labor, services and materials in connection with the construction of the Improvements and shall cause any such lien that may be filed to be removed promptly and Builder's expense upon notice from Owner. Builder shall obtain from any and all subcontractors, laborers, mechanics and material men may be entitled to attach to the Property and/or the Improvements. In addition, Builder shall deliver to Owner, upon receipt of each payment hereunder, a contractor's affidavit in a form generally acceptable under New Hampshire law. Builder shall provide the original of each affidavit to Owner retain a copy in Builder's records. Builder shall indemnify and hold Owner harmless from any and all claims of subcontractors or material men for any non-payment by the Builder for work performed or materials supplied to the Property, including the Owner's reasonable attorney's fees and expense of the defense of any such claims.

10. PAYROLL TAXES; INSURANCE: Builder shall withhold and/or pay all federal and state payroll taxes for workmen employed by Builder and shall carry workmen's compensation insurance with minimum limits of \$500,000.00. In addition, Builder shall obtain and maintain at Builder's expense, throughout the term of this Agreement, such insurance as required by the State of New Hampshire. All insurance policies shall name Owner as an additional insured and Builder shall promptly notify Owner of any suspension or cancellation of any insurance coverage required hereunder.

11. BROKERS: Owner and Builder each represent to the other that neither has dealt with a real estate broker or agent in connection with negotiation of the Agreement, unless otherwise specified in the Special Stipulation attached to this Agreement.

12. NOTICE: Any notice to be given hereunder shall be in writing, addressed to the appropriate party, and shall be delivered either in person, by overnight delivery or courier service, or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the parties to which notice is to be sent shall be those set forth on the first page of this Agreement. Either party may change its address for receipt of notices hereunder by written notice to the other in accordance with this paragraph.

13. DEFAULT:

- (a) **BY OWNER:** In the event of Owner's default in the performance of any obligation or covenant under the Agreement, Builder may elect to terminate this Agreement by written notice to Owner, retain all monies paid by Owner to Builder hereunder, including all amounts paid on account of any change orders executed by the parties pursuant to Paragraph 4(b) of this Agreement, as liquidated damages as provided in Section 2. Alternatively, subject to the binding arbitration procedures set forth in Paragraph 14 below, Builder may elect to seek actual damages not to exceed the total amount to which Builder would be entitled hereunder upon completion of the Improvements and any other remedies available under New Hampshire Law. Under no circumstances shall Builder be entitled to recover any consequential or punitive damages from Owner.
- (b) **BY BUILDER:** In the event of Builder's default in the performance of any obligation or covenant under this Agreement, Owner may, at its election by subject to the mandatory binding arbitration procedures set forth in Paragraph 14, either (i) pursue the equitable remedy of specific performance; or (ii) terminate this Agreement by written notice to Builder and pursue any and all remedies available at law or in equity for Builder's default. Under no circumstances shall Owner be entitled to recover any consequential or punitive damages from Builder. In the event that Owner elects to terminate this Agreement, Owner shall also be entitled to enter upon the Property and take possession of all work, tools materials, appliances and equipment on the Property purchased as a cost of construction pursuant to Paragraph 1, whether or not paid for, and through any Contractor approved by the Association, provide the labor, equipment, and/or materials to complete the Improvements and deduct the cost thereof from any monies due to the Builder under this Agreement. In the event that the unpaid balance due to Builder exceeds the expenses incurred by the Owner, the difference shall be paid to Builder, but if such expenses exceed the balance due, Builder agrees to promptly pay the difference to Owner.
- (c) **NOTICE:** Notwithstanding anything to the contrary above, neither party shall be entitled to exercise its remedies hereunder until the non-defaulting party has given the defaulting party at least five (5) days written notice of such default specifying the action necessary to cure such default, and if such default is cured during such 5-day period, this Agreement shall continue in full force and effect.
- 14. MANDATORY BINDING ARBITRATION:** Notwithstanding Paragraph 13 above, Builder and Owner agree to cooperate in avoiding and informally resolving any disputes between them and acknowledge the availability of mediation to assist in resolving any disputes. Builder and Owner further acknowledge that in the event of any controversy, dispute or claim arising out of this Agreement or the breach or alleged breach of this Agreement which the parties are unable to resolve by mediation or other informal means, resolution will best be achieved through arbitration rather than civil litigation

because of the substantial savings of time and expense for all parties and because of the privacy and flexibility associated with arbitration procedures. Thus, Builder and Owner agree that the terms and procedures under Builder's warranty referenced in Paragraph 7 shall apply to any unresolved claim or dispute within the coverage of such warranty referenced in Paragraph 7 shall apply to any unresolved claim or dispute within the coverage of such warranty and any other dispute, including any dispute arising out of or relating to such warranty, shall be submitted to mandatory binding arbitration in accordance with the Federal Arbitration Act and with the rules and procedures of the arbitrator. Unless the parties agree on a different arbitrator, the dispute shall be submitted to either the National Arbitration Forum or the American Arbitration Association, as the party demanding arbitration elects. The award rendered by the arbitrator or arbitrators shall be final and any judgment upon the award rendered by the arbitrator or arbitrators shall be entered in a state court in the county where the Property is located. BY INITIALING BELOW, EACH PARTY ACKNOWLEDGES THAT ARBITRATION CAN INVOLVE THE PAYMENT OF SUBSTANTIAL FEES BY EACH PARTY FOR THE SERVICES OF THE ARBITRATOR. BEFORE EXECUTING THIS AGREEMENT WITH A COMMITMENT TO SUBMIT DISPUTES TO MANDATORY BINDING ARBITRATION, EACH PARTY SHOULD CONSIDER CONSULTING LEGAL COUNSEL ABOUT ARBITRATION, ITS COSTS, ALTERNATIVES TO ARBITRATION, AND OTHER POTENTIAL ARBITRATORS.

Owner's initials

NO

Builder's initials

MB

Neither the parties to this Agreement nor the arbitrator or arbitrators may make any public disclosure of the existence of any controversy, dispute or claim arising out of, or any arbitration proceeding under, this Agreement or any agreement between Builder and the Association or the breach of this Agreement or any such other agreement; provided however, the filing of a civil action in a state court in the county where the Property is located, confirming an arbitration award pursuant to this Paragraph, shall not be deemed a violation of this confidentiality provision.

15. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns; provided, however, Builder shall not assign this Agreement or any interest hereunder, in whole or in part, without prior written consent of Owner.

16. ENTIRE AGREEMENT: This Agreement, together with all exhibits referenced in the Agreement and attached, embodies the entire agreement between the parties and cannot be waived or amended except in writing signed by both parties. Owner agrees that Owner has not been induced by or relied upon any information, representation, warranties or statements, whether oral or written, express or implied, made by Builder or any person representing or purporting to represent Builder that are not expressly set forth or provided for in this Agreement.

17. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Hampshire and laws of the United States applicable to transactions in the State of New Hampshire.

18. NO WAIVER: Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with that provision or any other provision of this Agreement.

19. SEVERABILITY: The provisions of this Agreement are intended to be independent, and in the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement, provided that the unenforceable term is not an essential term of the Agreement.

20. CONSTRUCTION OF AGREEMENT: Builder and Owner acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to the effect of each and every one of the terms, conditions, and restrictions of this Agreement and each acknowledges and agrees to the enforcement thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Typewritten or handwritten provisions inserted in this Agreement that are initialed by the parties shall control over all printed provisions of the Agreement in conflict therewith. Titles or captions of paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. TIME OF ESSENCE: Time is of the essence for this Agreement. All references to the time of day in this Agreement shall refer to the time of day in Bretton Woods, New Hampshire. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period automatically shall be extended to the close of business on the next regular business day.

22. FORCE MAJEURE: The parties to this Agreement shall be excused for the period of delay in the performance of their respective obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, all labor disputes; civil commotion; war; war-like operations; sabotage; governmental or judicial regulation, legislation or controls; inability to obtain any necessary materials or services; or acts of God. Any such delay shall not constitute abandonment and shall not be included in calculating time frames for payment or performance.

23. COUNTERPARTS: This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

24. THIRD-PARTY BENEFICIARIES: Provisions of this Agreement which expressly or implicitly purport to benefit the Association or any real estate broker involved in this transaction shall be enforceable by the Association and/or such broker, as the case may be to the same extent as if the Association or broker were parties to this Agreement.

25. AFFILIATES OF BUILDER: Owner acknowledges that Builder shall be the sole party responsible for the performance of Builder's obligations under this Agreement, and that no other person, firm or entity, including, without limitation, the Bounder or any entity affiliated with Builder, shall have any obligation or liability under this Agreement. Owner therefore waives all claims against all companies and person affiliated with Builder for any loss, cost or damages arising out of Builder's performance or non performance of its obligations to Owner arising out of this Agreement or any other instrument or any other instrument relating to the Property.

26. SPECIAL STIPULATIONS: If initialed by the parties below, the attached special stipulations, as also initialed by the parties, shall be added to and shall be a part of this Agreement and shall control over any inconsistent provisions in other paragraphs of this Agreement:

Owner's initials: _____ Builder's initials: _____

27. OFFER, ACCEPTANCE AND CONTRACT: This document shall constitute an offer by Builder to Owner which shall remain open for acceptance until 5:00pm on **March 30, 2010**. Acceptance shall occur only upon delivery to Builder of at least one counterpart of this Agreement properly executed by Owner.

SCHEDULE:

Work is scheduled to commence on or before May 1, 2010 with substantial completion expected to be on or before June 15, 2010.

EXHIBIT "A"
PLANS AND SPECIFICATIONS

The pumphouse is located on the West side of Route 302. Entrance is across from Irving Gas Station. Take west entrance to Drummond's Mountain Shop drive in (bearing left) approximately 600 ft.

The generator is a Caterpillar Model D125-6 diesel and is proposed to be located on the West side of the pumphouse building unless there are prohibitive mechanical issues.

The electrical service to the building will be changed from 600 to 200 amps with new switch gear and wiring from the existing transformer.

A reinforced concrete pad will be constructed in the location of the generator and necessary trenching, backfill and electrical conduits will be installed.

ATTACHMENT 5

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

Effective January 01, 2013

ROSEBROOK WATER Duties

Rosebrook Water Company, Inc. will provide the management and administrative services necessary to insure that Resort Waste Company, Inc. (RW) 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: RBW shall be responsible for the overall management, finances, operation and maintenance of the company including its plant and the ongoing operation and maintenance as well as the addition to and replacement of such plant.
2. Accounting: RBW 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: RBW 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: RBW shall be responsible for establishing and maintaining communications with residential and commercial customers including the Mount Washington Hotel and related properties in ordinary course of business. .
5. Accounts Payable: RBW shall be responsible for reviewing vendors' invoices and preparing and issuing checks to pay proper bills
6. Engineering / Contractors: RBW shall be responsible for hiring and supervising engineers and contractors necessary for various construction, maintenance and operation projects.

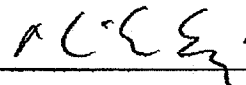
Compensation: RBW shall be paid \$ 5,200 per month for the services listed above on the first of each month, subject to intermediate adjustments resulting from salary increases or additional staffing requirements. In addition, RW will pay a proportionate share of workers' compensation insurance monthly. a).

Term of Agreement: The term of the agreement shall be for one year from January 01, 2013 to December 31, 2013 with an automatic renewal unless there is a 90-day notice from either party.

a). This amount represents salary, benefits & facilities charges for the two employees directly involved in maintaining the water system and the one employee (accounting clerk) who handle all administrative functions as outlined in paragraphs 1-10.



Rosebrook Water Company, Inc. Marjory Taylor, Controller Date 12-31-2012



Resort Waste, Inc. Michael Hahaj, Director Date 12/31/12

ATTACHMENT 6

SUMMARY OF UNWRITTEN ARRANGEMENT FOR SERVICES
FROM MWH CONSTRUCTION COMPANY, LLC

In addition to the 2012 Management Agreement (Attachment 3) and the contract between MWH Construction and Rosebrook Water for work related to installation of a new generator for the pump house (Attachment 4), MWH Construction has provided miscellaneous construction and other services for Rosebrook Water. One specific work item included in the submittal to the PUC staff in Docket No. DW 12-299 (requested transfer of stock ownership) is work related to the replacement of the water storage tank roof in the last year. MWH Construction also provided some services for the water tank power connection project. There was no written contract for that work. The invoices relating to that work were submitted in response to the PUC staff data request in the submittals from Rosebrook Water on December 17, 2012, and a copy of those invoices from MWH Construction for that work are attached hereto.

In addition to this work that was done under the CAIC fund, MWH Construction has provided miscellaneous services to Rosebrook Water. These services include tasks such as Pump house repairs after the water main break in 2010, marking water shut offs, hydrants maintenance & painting, changing batteries on the solar panels at the ski area, MW34 water shut off replacement, and making soda ash.

The payments from Rosebrook Water to MWH Construction have totaled approximately \$189,000. A spreadsheet listing those payments is also attached.

MWH Construction Company, LLC
Job Profitability Summary - RBW
All Transactions

	Act. Cost	Act. Revenue	Dates	Details
Rosebrook Water				
Gen, Telem, Hard line job @ Pump House	\$ 40,469.21	\$ 54,000.00	Apr10-May12	Contracted Job
Trenching	\$ 2,304.60	\$ 3,276.19	Aug11-Oct11	Most trenching is done by machine, but some must be done by hand
H2O shutoffs-marking all properties	\$ 5,683.15	\$ 5,779.70	Jun12-Aug12	They exercised all water shut offs, an annual requirement
				They located many that had not been found previously allowing them to be documented by plant manager.
Hydrants-maint & painting	\$ 3,676.27	\$ 3,756.50	August 2012	Maintenance & Painting of most property hydrants
MW34 water shut off replacement	\$ 676.19	\$ 649.72	March 2012	Dug up and replaced four non-functional water shut offs
Paving	\$ 800.00	\$ 800.00	December 2010	General Manager arranged paving - this is a straight pass through of invoice from BLAKTOP, Inc. to repave after water line repair
Pumphouse	\$ 2,369.47	\$ 2,929.26	Dec09-Mar12	Installed insulation and new wall pieces damaged in the water main break
Pumphouse-concrete floor	\$ 409.00	\$ 631.40	Jul10-Aug10	Replaced the damaged concrete floor that had to be broken up to get to the pipes during the water main break
Soda Ash/delivery	\$ 244.11	\$ 290.98	Feb11-Oct11	When Lull was unavailable, soda ash needed to be unloaded off truck and moved to pumphouse storage area by hand
Water Tank-battery changing	\$ 386.55	\$ 533.72	Nov10-Apr11	Before the telemetry system was in place, the batteries had to be changed manually
Water Tank-clearing trees	\$ 4,317.88	\$ 4,279.88	Oct10 & Sep12	Clearing brush that surrounded the water tank - NHDES sanitary survey
Water Tank-New Roof-CIP	\$ 128,053.27	\$ 128,643.36	Feb12-Dec12	hiring roof contractor, supplying labor, managing project to replace water tank cover
Total Rosebrook Water	\$ 189,389.70	\$ 205,570.71		
Overall Markup %		8.54%		

MWH Construction Company, LLC
 210 Mount Washington Hotel Road
 Bretton Woods, NH 03575

*GTP
 water tank roof*

Invoice

Date	Invoice #
1/31/2012	5422

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
8.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours JAN HOURS FOR RESEARCH AND FOLLOW UP ON WATER TANK NEW ROOF PROJECT (CIP)	33.65	286.03		
<div>#105 POSTED 4-12</div>						
<div>Phone # 603-278-8887</div>					<div>Total\$286.03</div>	

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
2/29/2012	5434

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			2/29/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description			Price Each	Amount
14	D Currier RT Contr...	D Currier RT Contract jobs-true hours FEB 2012 LABOR ON WATER TANK ROOF PROJECT-CIP			33.65	471.10
<div>#105 POSTED 4-12</div>						
Phone #					Total	\$471.10
603-278-8887						

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
3/31/2012	5443

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description			Price Each	Amount
43.5	D Carrier RT Contr...	D Carrier RT Contract jobs-true hours CARTOGRAPHIC ASSOC. COPIES OF PLANS FOR WATER TANK ROOF JOB MARCH 2012 LABOR & MATERIALS FOR WATER TANK ROOF - CIP			33.65 24.00	1,463.78 24.00
					Total	\$1,487.78

Date	Invoice #
4/30/2012	5453

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/30/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
30	D Currier RT Contr...	D Currier RT Contract jobs-true hours APRIL 2012 LABOR	33.65	1,009.50		
H 105 POSTED 4-12						
Phone # 603-278-8887			Total	\$1,009.50		

ROSEBROOK WATER COMPANY

3755

MWH Construction Co. LLC

Date	Type	Reference
3/31/2012	Bill	5442
4/30/2012	Bill	198 FINAL
4/30/2012	Bill	✓ 5422
4/30/2012	Bill	✓ 5434
4/30/2012	Bill	✓ 5443
4/30/2012	Bill	✓ 5453

	Original Amt.	Balance Due	5/17/2012 Discount	Payment
	649.72	649.72		649.72
	12,000.00	12,000.00		12,000.00
	286.03	286.03		286.03
	471.10	471.10		471.10
	1,487.78	1,487.78		1,487.78
	1,009.50	1,009.50		1,009.50
		Check Amount		15,904.13

Connecticut Bank-Reg

15,904.13

13272

Holtan Business Forms & Systems • 207-678-2888 Order # P01004-1

MWH Construction Company, LLC
210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
5/31/2012	5459

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount
20	D Currier RT Contr... MARK UP- Outsid...	D Currier RT Contract jobs-true hours mark up for labor OR materials +10% ON LABOR MAY 2012 HOURS FOR WATER TANK ROOF PROJECT CIP	33.65 67.30	673.00 67.30

#105
POSTED
5-12

Phone #
603-278-8887

Total \$740.30

ROSEBROOK WATER COMPANY

3769

MWH Construction Co. LLC
Date Type Reference
5/31/2012 Bill 5459

6/26/2012
Original Amt. Balance Due Discount
740.30 740.30
Check Amount

Payment
740.30
740.30

Connecticut Bank-Reg

740.30

13272

Holtan Business Forms & Systems • 207-878-2886 Order # P81004-1

MWH Construction Company, LLC

210 Mount Washington Hotel Road
 Bretton Woods, NH 03575

Invoice

Date	Invoice #
6/30/2012	5472

Bill To

Rosebrook Water
 210 Mt Washington Hotel Rd.
 Bretton Woods, NH 03575

Ship To

PAID
07/17/2012

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			6/30/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
53.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	1,800.28		
	MARK UP- Outsid...	mark up for labor OR materials +10% ON LABOR	180.00	180.00		
		JUNE LABOR FOR RESEARCH ON WATER TANK ROOF				
			Total	\$1,980.28		

Phone #

603-278-8887

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
7/31/2012	RBW 12-18

7-31-12C

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/31/2012			Water Tank-New Roof-CIP

Quantity	Item Code	Description	Price Each	Amount				
55	D Currier RT Contr...	D Currier RT Contract jobs-true hours JULY 2012 LABOR FOR RESEARCH ON WATER TANK NEW ROOF	33.65	1,850.75				
<p>#105</p> <p>POSTED 7-12</p>								
<table border="1"> <tr> <td>Phone #</td></tr> <tr> <td>603-278-8887</td></tr> </table>			Phone #	603-278-8887	<table border="1"> <tr> <td>Total</td><td>\$1,850.75</td></tr> </table>		Total	\$1,850.75
Phone #								
603-278-8887								
Total	\$1,850.75							

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
8/31/2012	5486

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
63.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours AUG 2012 LABOR-DRAWING UP CONTRACT FOR ROOF CONTRACTOR, CALLS W/MIKE DUFFY FROM HORIZONS, MARKING TREES TO BE CUT FOR START OF PROJECT. #105 POSTED 8-12	33.65	2,136.78		
			Total	\$2,136.78		

Phone #
603-278-8887

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

*Part of
water tank
New Roof cap*

Date	Invoice #
8/31/2012	5485

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-clearing trees
Quantity	Item Code	Description	Price Each	Amount		
24	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	432.00		
24	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	384.00		
22	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	740.30		
		AUG 2012 LABOR FOR CLEARING TREES & BRUSH FOR WORK TO BE DONE AT WATER TANK NEW ROOF JOB.				
		#105 POSTED 8-12				
			Total	\$1,556.30		

Phone #
603-278-8887

Paul

Date	Invoice #
8/31/2012	5491

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
	MARK UP- Outsid...	mark up for labor OR materials-JULY 2012 10% MARKUP LABOR INV #7-31-12	185.08	185.08		
	MARK UP- Outsid...	mark up for labor OR materials-AUG 2012 10% MARKUP LABOR INV #5486	213.68	213.68		
	MARK UP- Outsid...	mark up for labor OR materials-AUG 2012 10% MARKUP LABOR INV #5485	155.63	155.63		
#105 POSTED 8/12						
			Total		\$554.39	
Phone #						
603-278-8887						

Invoice

Paul

Date	Invoice #
8/31/2012	5490

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Shlp	Via	F.O.B.	Project
			8/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description			Price Each	Amount
	Reimb Group	SACO ROOFING DEPOSIT DOWN ON WATER TANK ROOFING JOB **TOTAL JOB \$68,990.00 INCLUDES LABOR, MATERIALS & WARRANTY** CARON BLG #305122/RBW-WATER TANK NEW ROOF 5/8 ANCHOR & SETTING TOOL CARON BLG #305123/RBW-WATER TANK NEW ROOF-27/32 BIT CARON BLG #305578/RBW-WATER TANK NEW ROOF-5/8 HEAVY DUTY EYE NUT & 5/8 X 3' TREADED ROD CARON BLG #305581/RBW-WATER TANK NEW ROOF- 2 5/8 HDI ANCHORS Total Reimbursable Expenses AUG 2012 MATERIALS			20,000.00 59.51 122.45 124.14 100.90	20,000.00 59.51 122.45 124.14 100.90 20,407.00
					Total	\$20,407.00

Phone #

603-278-8887

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
9/30/2012	✓ 5495

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Shp	Via	F.O.B.	Project
			9/30/2012			Water Tank-clearing trees
Quantity	Item Code	Description	Price Each	Amount		
40	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	720.00		
40	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	640.00		
31.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	1,059.98		
	MARK UP- Outsid...	mark up for labor OR materials +10% ON LABOR	242.00	242.00		
		SEPT 2012 LABOR ON CLEARING TRBES FOR WATER TANK NEW ROOF JOB CIP				
		# 105 POSTED 9-12				
			Total	\$2,661.98		
Phone #						

Phone #
603-278-8887

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
9/30/2012	5496

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/30/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
96	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	1,728.00		
88	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	1,408.00		
94.5	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	3,179.93		
	Reimb Group					
		EXIT 41 RENTAL #34147/RBW-WATER TANK NEW	275.00	275.00		
		ROOF-RENTAL OF WOOD CHIPPER FOR BRUSH				
		REMOVAL AROUND WATER TANK				
		TOWN OF CARROLL BLG PERMIT FOR RBW- WATER	240.00	240.00		
		TANK NEW ROOF				
		HOMB DEPOT #9010476/RBW WATER TANK NEW	165.76	165.76		
		ROOF-RATCHET STRAPS & TIE DOWNS, SHOVELS &				
		SCOOPS				
		FOSTER XROADS-DIESEL FOR EQUIP/RBW WATER	65.82	65.82		
		TANK NEW ROOF				
		IRVING -GAS FOR WOODCHIPPER/RBW WATER TANK	15.83	15.83		
		NEW ROOF				
		BW STATION-GAS FOR WOODCHIPPER/RBW WATER	26.05	26.05		
		TANK NEW ROOF				
		CALKINS TOILET #55952/RBW WATER TANK NEW	140.00	140.00		
		ROOF JOB-RENTAL 1 TOILET & DELIVERY FEE				
		9/24-10/24-12				
		Total Reimbursable Expenses		928.46		
	MARK UP- Outsid...	mark up for labor OR materials +10% ON LABOR	631.60	631.60		
		SEPT 2012 LABOR & MATERIALS FOR WATER TANK				
		ROOF JOB CIP				
			Total	\$7,875.99		

Phone #
603-278-8887

#105
POSTED
9-12

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
10/27/2012	5502

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
				10/27/2012			Water Tank-New Roof-CIP	
Quantity	Item Code	Description				Price Each	Amount	
112	D Currier RT Contr...	D Currier RT Contract jobs-true hours				33.65	3,768.80	
88	C Robinson RT Co...	C Robinson RT Contract jobs-true hours				18.00	1,584.00	
82.5	W Whittum RT Co...	W Whittum RT Contract job-true hours				16.00	1,320.00	
56	C Robinson/OT Co...	C Robinson OT Contract jobs-true hours				27.00	1,512.00	
53	W Whittum/OT Co...	W Whittum/OT Contract jobs-true hours				24.00	1,272.00	
	Reimb Group							
		DODGE CONTRACTING #27833/RBW TANK NEW ROOF-LABOR AND MATERIALS TO DO EARTH WORK AROUND TANK				21,888.91	21,888.91	
		SACO ROOFING 2ND INSTALL/RBW TANK NEW ROOF				30,000.00	30,000.00	
		MB TRACTOR & EQUIP RTV FOR WATER TANK JOB TO MOVE PPL AND SUPPLIES UP MOUNTAIN				1,142.50	1,142.50	
		HOME DEPOT #4022083/RBW TANK NEW ROOF-CIRCULAR SAW & BLADES				240.94	240.94	
		HOME DEPOT #1022629/RBW TANK NEW ROOF-RIGID 18V LI-ION 5PC CORDLESS KIT				499.00	499.00	
		HOME DEPOT #9014261/RBW TANK NEW ROOF-BITS, DECKMATE SCREWS,,GALV ROOFING				221.66	221.66	
		HOME DEPOT #9014171/RBW TANK NEW ROOF-DEWALT 18V BATTERY 2PK				99.00	99.00	
		ASH SUPPLY #1994 LABOR & MATERIALS TO FIX MAKITA LS1030 SAW/RBW TANK NEW ROOF JOB				109.23	109.23	
		CRAIGS LIST 10/17/12 2 TIRE CHAINS FOR LULL FOR RBW TANK NEW ROOF				250.00	250.00	
		SACO ROOFING 3RD INSTALL AS QUOTED/RBW TANK NEW ROOF JOB				10,000.00	10,000.00	
		FASTENAL #NHLIT18056 10-16-12/RBW TANK NEW ROOF-SCREWS				436.88	436.88	
		FASTENAL #NHLIT18047 10-16-12/RBW TANK NEW ROOF-ASSORTED SCREWS				274.97	274.97	
		FOSTERS 10-12-12/RBW TANK NEW ROOF- FUEL FOR PUMP & SAW				31.95	31.95	
		FOSTERS 10-17-12/RBW TANK NEW ROOF-FUEL FOR EQUIPMENT				46.92	46.92	
						Total		
Phone #								

Invoice

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Date	Invoice #
10/27/2012	5502

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/27/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description			Price Each	Amount
		NAPA #038615 10-15-12/RBW TANK NEW ROOF-PINTLE HOOK FOR LULL Total Reimbursable Expenses			55.19	55.19
	MARK UP- Outsid...	OCT 1-27 2012 LABOR OCT 1-26 2012 MATERIALS mark up for labor OR materials +10% LABOR			945.68	945.68
<div>#105 POSTED 10-12</div>						
Phone #					Total	\$75,699.63

ROSEBROOK WATER COMPANY

MWH Construction Co. LLC
 Date Type Reference
 10/27/2012 Bill 5502
 10/31/2012 Credit Transfer Cr #3

Original Amt.
 75,699.63
 -55,976.53

Balance Due
 75,699.63
 -55,976.53

11/1/2012
 Discount
 Check Amount

Payment
 75,699.63
 -55,976.53
 19,723.10

3841

Connecticut Bank-Reg

19,723.10

13272

Holtan Business Forms & Systems • 207-878-2688 Order # P81004-1

Attachment Staff 2-7/9
 Docket No. DW 12-289
 Page 41 of 63

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
10/31/2012	5507

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
	Reimb Group	CARON BLG #3110949/RBW TANK NEW ROOF-DECK ADHESIVE & CONCRETE FILL	130.02	130.02		
		CARON BLG #311014/RBW TANK NEW ROOF-PLYWOOD & CONCRETE	1,736.67	1,736.67		
		CARON BLG #311063/RBW TANK NEW ROOF-M SEAL	62.67	62.67		
		CARON BLG #311306/RBW TANK NEW ROOF-PLYWOOD & SILICONE	283.45	283.45		
		CARON BLG #311308/RBW TANK NEW ROOF-ARCH BLADES	106.46	106.46		
		CARON BLG #311307/RBW TANK NEW ROOF-PRO MIN FOAM INSULATION	226.16	226.16		
		CARON BLG #311488/RBW TANK NEW ROOF-SCREWS	21.99	21.99		
		CARON BLG #311488/RBW TANK NEW ROOF-FOAM INSULATION	139.71	139.71		
		CARON BLG #311485/RBW TANK NEW ROOF-EXPANDING TAPE	250.68	250.68		
		CARON BLG #311500/RBW TANK NEW ROOF-WEDGE ANCHORS & BITS	111.19	111.19		
		Total Reimbursable Expenses		3,069.00		
		OCT 2012 CARON BLGS STMT				
			Total		\$3,069.00	

Phone #
603-278-8887

POSTED
10-12

ROSEBROOK WATER COMPANY

- MWH Construction Co. LLC

Date	Type	Reference
10/31/2012	Bill	5507
12/1/2012	Bill	MWHC 001-12-12

Original Amt.
3,069.00
1,450.00

Balance Due
3,069.00
1,450.00

12/4/2012 Discount

Check Amount

Payment
3,069.00
1,450.00
4,519.00

3854

Connecticut Bank-Reg

13272

4,519.00

Holtan Business Forms & Systems • 207-878-2688 Order # PB1004-1

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
10/31/2012	5503

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
8	D Currier RT Contr... Reimb Group	D Currier RT Contract jobs-true hours	33.65	269.20		
		HOME DEPT #2015218/RBW TANK NEW ROOF-TRASH BAGS, BITS & BOLTS	67.28	67.28		
		CALKINS TOILETS #56201/RBW TANK NEW ROOF-10/24-11/24 TOILET RENTAL	115.00	115.00		
		HOME DEPOT #7024719/RBW TANK NEW ROOF-BLUE TARP	169.00	169.00		
		WILCO DIRECT #9578/RBW TANK NEW ROOF-MATERIALS & FABRICATION OF 8" VENT PIPE & HATCH FRAME	3,375.00	3,375.00		
		GN WOODS CONTAINER SERVICE #1465/RBW TANK NEW ROOF-DUMPING FEE FOR MONTH OF OCT 2012	3,009.60	3,009.60		
		Total Reimbursable Expenses		6,735.88		
	MARK UP- Outsidi...	mark up for labor OR materials-11/28-11/31 LABOR +10%	26.92	26.92		
		# 105 POSTED 10-12 Pd 12/16/12 ck# 3856 \$29620				
Phone #			Total	\$7,032.00		

Phone #
603-278-8887

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Date	Invoice #
11/3/2012	5504

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/31/2012			Water Tank-New Roof-CIP
Quantity	Item Code	Description	Price Each	Amount		
16	C Robinson RT Co...	C Robinson RT Contract jobs-true hours	18.00	288.00		
16	D Currier Jr RT Co...	D Currier Jr RT Contract jobs-true hours	10.00	160.00		
10.5	W Whittum RT Co...	W Whittum RT Contract job-true hours	16.00	168.00		
16	D Currier RT Contr...	D Currier RT Contract jobs-true hours	33.65	538.40		
	Reimb Group	SACO ROOFING FINAL CONTRACTED PYMT/RBW TANK NEW ROOF	8,990.00	8,990.00		
		FASTENAL #NHLIT18093/RBW TANK NEW ROOF-BOLTS	15.15	15.15		
		LOWES #88941985/RBW TANK NEW ROOF-BOLTS & BITS	30.96	30.96		
		Total Reimbursable Expenses		9,036.11		
	MARK UP- Outsid...	mark up for labor OR materials- 11/1-11/3/12 LABOR +10%	115.44	115.44		
			# 105 POSTED FEB 2			
Phone #			Total	\$10,305.95		

ROSEBROOK WATER COMPANY

MWH Construction Co. LLC

Date	Type	Reference
11/3/2012	Bill	5504

Original Amt.
10,305.95

Balance Due
10,305.95

11/6/2012
Discount
Check Amount

Payment
10,305.95
10,305.95

3844

Connecticut Bank-Reg

13272

10,305.95

Holtan Business Forms & Systems • 207-878-2868 Order # P81004-1

MWH Construction Company, LLC

210 Mount Washington Hotel Road
Bretton Woods, NH 03575

Invoice

Date	Invoice #
11/29/2012	5509

Bill To
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/29/2012			Water Tank-New Roof-CIP

Quantity		Item Code	Description	Price Each	Amount
24	D Currier RT Contr... Reimb Group		D Currier RT Contract jobs-true hours	33.65	807.60
			HOME DEPOT #7015779/RBW TANK NEW ROOF-ROOFING ICE & WATER SHIELD, BULBS	239.98	239.98
			TUIE/RBW TANK NEW ROOF-PRESSURE WASH INSIDE OF WATER TANK BEFORE REFILLING W FRESH WATER.	5,000.00	5,000.00
			DODGE #27894/RBW TANK NEW ROOF-CLEAN UP AREA AFTER CONSTRUCTION ON NEW ROOF. EXCAVATOR, TOPSOIL, HAY & RYE	2,657.25	2,657.25
			Total Reimbursable Expenses		7,897.23
	MARK UP- Outsid...		mark up for labor OR materials-LABOR +10%	80.76	80.76
<div>#105</div> <div>POSTED 1-12</div> <div>Net 98235.39</div> <div>Pd 12/6/12 ck # 3836 338.14</div>					
Phone #				Total	
603-278-8887				\$8,785.59	

H Construction Company, LLC
10 Mount Washington Hotel Road
Bretton Woods, NH 03575

Credit Memo

Date	Credit No.
11/29/2012	5510

Customer
Rosebrook Water 210 Mt Washington Hotel Rd. Bretton Woods, NH 03575

		P.O. No.	Project
			Water Tank-New Ro...
Description	Qty	Rate	Amount
Misc receipts on jobs		550.20	-550.20
<div style="border: 1px solid black; border-radius: 50%; padding: 20px; transform: rotate(-15deg); display: inline-block;"> <p>Caron Bly Credit</p> </div>			
Total			\$-550.20
Invoices			\$550.20
Balance Credit			\$0.00

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गणेशाय नमः

THANK YOU FOR YOUR BUSINESS!