

SPECIAL CONTRACT -- WATER

Contract No. 1

ROSEBROOK WATER COMPANY, INC.

with

M.W.H. PRESERVATION PARTNERSHIP

Term **One (1) year --May 1, 1994 through April 30, 1995.**

Date of Execution **June 17, 1994**

AGREEMENT

Agreement made as of this 17th day of June, 1994, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Meredith, New Hampshire, (hereinafter referred to as the "Company"), and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH").

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel and the Bretton Arms Inn located in Bretton Woods, NH and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service to MWH for the past three years under no signed contract for a set price of \$17,500.00.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to The Mount Washington Hotel and to the Bretton Arms Inn (a small inn located adjacent thereto), sometimes together referred to herein as the "Hotel".

2. This Agreement shall take effect commencing on May 1, 1994 and ending April 30, 1995. MWH agrees to pay to the Company a fixed amount of \$25,000.00, payable in 12 equal monthly installments. MWH shall also pay one-half of the cost to install metering equipment at The Mount Washington Hotel and The Bretton Arms Inn (already installed), but not to exceed the sum of \$2,500.00. This shall be due and payable upon completion of the installation of the metering equipment.

3. The performance by the Company of its obligations under this Agreement are subject to the following conditions:

A. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement.

B. That the Company's existing source of supply continues to be sufficient to supply its customers while supplying the Hotel. If an impairment or insufficiency of supply occurs to the Company's water system and said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, the parties recognize that they may desire to enter into a new agreement containing different terms.

4. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption, and/or any circumstances which would cause the waste of water, i.e. detected leaks, etc.

5. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the Hotel temporarily reduce the amount of water taken by the Hotel. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce

takings by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the Company's customers.

6. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

7. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

8. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

9. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.

BY ITS PRESIDENT



Robert Satter

MWH PRESERVATIION LP

BY ITS GENERAL PARTNER



Mountain Properties Preservation
Corporation by Robert Clement, VP

SPECIAL CONTRACT -- WATER

Contract No. 2

ROSEBROOK WATER COMPANY, INC.

with

M.W.H. PRESERVATION PARTNERSHIP

Term **One (1) year --May 1, 1995 through April 30, 1996,**

Date of Execution **April 6, 1995**

Exhibit A

AGREEMENT

Agreement made as of this ^{6~~7~~4} day of April, 1995, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Meredith, New Hampshire, (hereinafter referred to as the "Company") , and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH"),

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building and Fabyans Restaurant (hereinafter "MWH Properties"), located in Bretton Woods, NH and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a set price of \$25,000.00 to MWH for the period May 1, 1994 to April 30, 1995 under a special contract dated June 17, 1994 that was approved by the New Hampshire Public Utilities Commission on March 28, 1995.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.

2. This Agreement shall take effect commencing on May 1, 1995 and ending April 30, 1996. MWH agrees to pay to the Company a fixed amount of \$25,000.00, payable in 12 equal monthly installments by the 10th of each month and an addition charge of \$.20 per 100 gallons of water in excess of twenty-eight million gallons (28,000,000) consumed during the contract period.

3. The excess water charges, if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty days of the receipt of a Company bill.

4. MWH shall disconnect the Mt. Washington Hotel fountain from the Company water supply no later than July 31, 1995. Until July 31, 1995, MWH shall operate the fountain only during the hours of 7:00 A.M. to 11:00 P.M. If the cost of removing the fountain exceeds \$5,000 then MWH will pay the Company a thirty dollar (\$30.00) per day fee for each day the fountain remains connected to the Company water supply. Fountain fees will be paid within thirty days of the receipt of a Company bill.

5. MWH shall also pay one-half of the cost to install metering equipment at The Mount Washington Hotel and the Bretton Arms Inn (already installed), but not to exceed the sum of \$4,400.00. Payment to the Company shall be due and payable upon completion of the installation of the metering equipment.

6. The performance by the Company of its obligations under this Agreement are subject to the following conditions:

A. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement.

B. That the company's existing source of water supply continues to be sufficient to supply its customers while supplying the Hotel. If an impairment or insufficiency of supply occurs to the Company's water system and said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, the parties recognize that they may desire to enter into a new agreement containing different terms.

7. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption, and/or any circumstances which would cause the waste of water of more than 5000 gallons per day, i.e. detected leaks, etc.

8. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the Hotel temporarily reduce the amount of water taken by the Hotel. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts

of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the company's customers.

9. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

10. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

11. Except for agreements contained in this contract, MWH remains subject to the remaining terms and conditions of the Company's tariff in effect on April 1, 1995.


12. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

13. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall

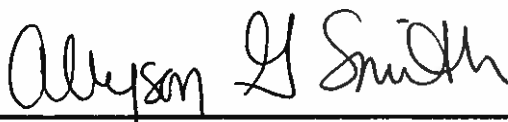
constitute one and the same instrument. This Agreement shall be construed in accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.
BY ITS VICE-PRESIDENT




Robert A. Satter

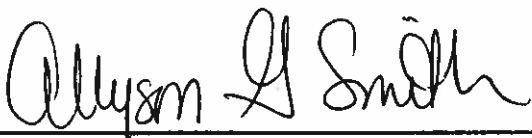


Witness

MWH PRESERVATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER



Mountain Properties Preservation Corporation
Robert Clement, Vice President



witness

**SPECIAL CONTRACT -- WATER
Contract No. 3**

ROSEBROOK WATER COMPANY, INC.

with

MWH PRESERVATION LIMITED PARTNERSHIP

Term One (1) year --May 1, 1996 through April 30, 1997,

Date of Execution March 6, 1996

Exhibit A

AGREEMENT

Agreement made as of this day of March, 1996, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Lincoln, New Hampshire, (hereinafter referred to as the "Company") , and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH"),

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building and Fabyans Restaurant (hereinafter "MWH Properties"), located in Bretton Woods, NH and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a basic price of \$25,000.00 to MWH for the period May 1, 1995 to April 30, 1996 under a special contract dated April 6, 1995 that was approved by the New Hampshire Public Utilities Commission on March 28, 1995, Order 21,597,

and

WHEREAS, there are special circumstances justifying service to MWH Properties at rates other than the normal tariff rates.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.
2. This Agreement shall take effect commencing on May 1, 1996 and ending April 30, 1997. MWH agrees to pay to the Company a fixed amount of \$30,000.00, payable in 12 equal monthly installments of \$2,500 by the 10th of each month and an addition charge of \$.18 per 100 gallons of water in excess of twenty-five million gallons (25,000,000) consumed during the contract period.
3. The excess water charges, if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty days of the receipt of a Company bill.
4. The performance by the Company of its obligations under this Agreement is subject to the following conditions:
 - A. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement pursuant to RSA 378:18.
 - B. That the company's existing source of water supply continues to be sufficient to supply its existing customers while supplying the MWH Properties. If an impairment or insufficiency of supply occurs to the Company's water system and said impairment or insufficiency is permanent and the Company determines that it

could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, or by the imposition of conservation measures, the parties recognize that they may desire to enter into a new agreement containing different terms.

5. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption, and/or any circumstances which would cause the waste of water of more than 5000 gallons per day, e.g. detected leaks, etc.

6. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the MWH Properties temporarily reduce the amount of water taken by the MWH Properties. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the company's customers.

7. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

8. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.


9. Except for agreements contained in this contract, MWH remains subject to the remaining terms and conditions of the Company's tariff in effect on April 1, 1996.

10. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.
BY ITS-PRESIDENT



Robert A. Satter

MWH PRESERVATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER



Mountain Properties Preservation Corporation
Robert Clement, Vice President

mwhsc96.

**SPECIAL CONTRACT -- WATER
Contract No. 4**

ROSEBROOK WATER COMPANY, INC.

with

MWH PRESERVATION LIMITED PARTNERSHIP

Term **One (1) year --May 1, 1997 through April 30, 1998,**

Date of Execution **February 6, 1997**

AGREEMENT

Agreement made as of this 6th day of February, 1997, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Lincoln, New Hampshire, (hereinafter referred to as the "Company") , and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH"),

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building and Fabyans Restaurant (hereinafter "MWH Properties"), located in Bretton Woods, NH and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a basic price of \$30,000.00 to MWH for the period May 1, 1996 to April 30, 1997 under a special contract dated March 6, 1996 that was approved by the New Hampshire Public Utilities Commission on April 30, 1996, Order 22,120.

and

WHEREAS, there are special circumstances justifying service to MWH Properties at rates other than the normal tariff rates.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.
2. This Agreement shall take effect commencing on May 1, 1997 and ending April 30, 1998. MWH agrees to pay to the Company a fixed amount of \$30,000.00, payable in 12 equal monthly installments of \$2,500 by the 10th of each month and an addition charge of \$.18 per 100 gallons of water in excess of twenty-five million gallons (25,000,000) consumed during the contract period. Additionally, pursuant to PUC Order 22,120 dated April 30, 1996, MWH shall pay \$ 251.56 per quarter to reimburse Rosebrook for its approved rate case expenses in DR 96-304.
3. The excess water charges, if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty days of the receipt of a Company bill.
4. The performance by the Company of its obligations under this Agreement is subject to the following conditions:
 - A. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement pursuant to RSA 378:18.
 - B. That the company's existing source of water supply continues to be sufficient to supply its existing customers while supplying the MWH Properties. If an impairment or insufficiency of supply occurs to the Company's water system and

said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, or by the imposition of conservation measures, the parties recognize that they may desire to enter into a new agreement containing different terms.

5. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption, and/or any circumstances which would cause the waste of water of more than 5000 gallons per day, e.g. detected leaks, etc.

6. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the MWH Properties temporarily reduce the amount of water taken by the MWH Properties. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the company's customers.

7. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

8. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

9. Except for agreements contained in this contract, MWH remains subject to the remaining terms and conditions of the Company's tariff in effect on April 1, 1997.

10. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.
BY ITS-PRESIDENT



Robert A. Satter

MWH PRESERVATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER



Mountain Properties Preservation Corporation
Robert Clement, Vice President

f/ww/rbwater/mwhsc97.

**SPECIAL CONTRACT -- WATER
Contract No. 5**

ROSEBROOK WATER COMPANY, INC.

with

MWH PRESERVATION LIMITED PARTNERSHIP

Term **One (1) year --May 1, 1998, through April 30, 1999**

Date of Execution **February 19, 1998**

AGREEMENT

Agreement made as of this 19th day of February, 1998, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Lincoln, New Hampshire, (hereinafter referred to as the "Company"), and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH")

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building, Fabyans Restaurant and Managers Residence (hereinafter "MWH Properties"), located in Bretton Woods, NH, and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a basic price of \$30,000 to MWH for the period May 1, 1997, to April 30, 1998, under a special contract No. 4 dated February 6, 1997, that was approved by the New Hampshire Public Utilities Commission in March, 1997; and

WHEREAS, there are special circumstances justifying service to MWH Properties at rates other than the normal tariff rates.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.

2. This Agreement shall take effect commencing May 1, 1998, and ending April 30, 1999. MWH agrees to pay to the Company a fixed amount of Thirty-four thousand five hundred sixty dollars (\$34,560) for water service to the MWH Properties payable in 12 equal monthly installments of \$2,880 by the 10th of each month and an additional charge of \$.18 per 100 gallons of water in excess of twenty-eight million gallons (28,000,000) consumed during the contract period. MWH shall pay for water service for Bretton Woods properties other than the "MWH Properties" which were acquired by MWH during 1997 based on metered consumption in accordance with the existing tariff.

3. The excess water charges, if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty days of the receipt of a Company bill.

4. The performance by the Company of its obligations under this Agreement is subject to the following conditions:

a. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement pursuant to RSA 378:18.

b. That the Company's existing source of water supply continues to be sufficient to supply its existing customers while supplying the MWH Properties. If an impairment or insufficiency of supply occurs to the Company's water system and

said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, or by the imposition of conservation measures, the parties recognize that they may desire to enter into a new agreement containing different terms.

5. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption and/or any circumstances which would cause the waste of water of more than 5000 gallons per day, e.g. detected leaks, etc.

6. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the MWH Properties temporarily reduce the amount of water taken by the MWH Properties. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the Company's customers.

7. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

8. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

9. Except for agreements contained in this contract, MWH remains subject to the remaining terms and conditions of the Company's tariff issued on April 14, 1997, in compliance with NH Public Utilities Commission Order 22,120.

10. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.

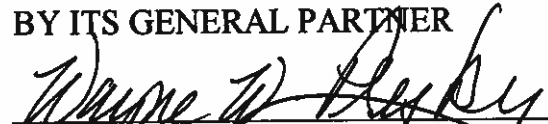
IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.
BY ITS PRESIDENT



Robert A. Satter

MWH PRESERVATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER



Mountain Properties Preservation Corporation
Wayne Presby, Chairman

SPECIAL CONTRACT -- WATER

Contract No. 6

ROSEBROOK WATER COMPANY, INC.

with

MWH PRESERVATION LIMITED PARTNERSHIP

Term: One (1) Year - May 1, 1999, through April 30, 2000

Date of Execution: March 29, 1999

Exhibit A

AGREEMENT

This Agreement is made as of this 29th day of March, 1999, by and between the ROSEBROOK WATER COMPANY, INC., a New Hampshire corporation with its principal place of business in Lincoln, New Hampshire, (hereinafter referred to as the "Company"), and MWH PRESERVATION LIMITED PARTNERSHIP, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH").

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building, Fabyans Restaurant, and Managers Residence (hereinafter "MWH Properties"), located in Bretton Woods, New Hampshire, and desires that the Company provide water service to those facilities;

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a basic price of Thirty-Four Thousand Five Hundred Sixty Dollars (\$34,560.00) to MWH for the period May 1, 1998, to April 30, 1999, under a special contract No. 5 dated February 19, 1998, that was approved by the New Hampshire Public Utilities Commission (the "PUC") in March, 1998; and

WHEREAS, there are special circumstances justifying service to MWH Properties at rates other than the normal tariff rates.

NOW, THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.
2. This Agreement shall take effect commencing May 1, 1999, and ending April 30, 2000. MWH agrees to pay to the Company a fixed amount of Fifty-Six Thousand Dollars (\$56,000.00) for water service to the MWH Properties payable in twelve (12) equal monthly installments of Four Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$4,666.66) by the 10th of each month for an additional charge of \$0.22 per one hundred (100) gallons of water in excess of forty million (40,000,000) gallons consumed during the contract period. MWH shall pay for water service for Bretton Woods properties other than the MWH Properties which were acquired by MWH during 1998 based on metered consumption in accordance with the existing tariff.
3. The excess water charges, if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty (30) days of the receipt of a Company bill.
4. The performance by the Company of its obligations under this Agreement is subject to the following conditions:
 - a. That the Company shall obtain from the PUC approval of this Agreement pursuant to RSA 378:18. MWH agrees to remit One Thousand Five Hundred Dollars (\$1,500.00) to the Company upon the execution of this Agreement as its share of the legal costs required to obtain said approval.

b. That the Company's existing source of water supply continues to be sufficient to supply its existing customers while supplying the MWH Properties. If an impairment or insufficiency of supply occurs to the Company's water system and said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, or by the imposition of conservation measures, the parties recognize that they may desire to enter into a new agreement containing different terms. Upon approval of this Agreement by the PUC, MWH agrees to pay the Company the sum of One Thousand Eight Hundred Dollars (\$1,800.00) as its share of the costs required to engineer a second water main to service the Mount Washington Hotel.

5. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption and/or any circumstances which would cause the waste of water of more than five thousand (5,000) gallons per day, e.g., detected leaks, etc.

6. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon twenty-four (24) hours notice, the MWH Properties temporarily reduce the amount of water taken by the MWH Properties. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings by MWH have ceased to exist and, thereupon, the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and

other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the Company's customers.

7. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

8. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

9. Except for agreements contained in this Agreement, MWH remains subject to the remaining terms and conditions of the Company's tariff issued on April 14, 1997, in compliance with PUC Order 22,210.


10. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in

accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first above written.


ROSEBROOK WATER COMPANY, INC.

By: 
Robert A. Satter, Its President
Duly Authorized

MWH PRESERVATION LIMITED
PARTNERSHIP

By Its General Partner

MOUNTAIN PROPERTIES
PRESERVATION CORPORATION

By: 
Wayne Presby, Chairman
Duly Authorized

**SPECIAL CONTRACT -- WATER
Contract No. 7**

ROSEBROOK WATER COMPANY, INC.

with

MWH PRESERVATION LIMITED PARTNERSHIP

Term Five (5) years --May 1, 2000, through April 30, 2005

Date of Execution December __, 1999

AGREEMENT

Agreement made as of this ____ day of December, 1999, by and between the Rosebrook Water Company, Inc., a New Hampshire corporation with its principal place of business in Haverhill, New Hampshire, (hereinafter referred to as the "Company"), and MWH Preservation Limited Partnership, a New Hampshire limited partnership, with its principal place of business in Bretton Woods, New Hampshire (hereinafter referred to as "MWH")

WITNESSETH:

WHEREAS, MWH owns the Mount Washington Hotel, Bretton Arms Inn, Hotel Administration Building, Fabyans Restaurant and Managers Residence (hereinafter "MWH Properties"), located in Bretton Woods, NH, and desires that the Company provide water service to those facilities; and

WHEREAS, the Company is engaged in business as a public water utility in a franchised area of the Town of Carroll (known as Bretton Woods) and is therefore engaged in gathering and distributing water to the public, and is willing to provide the desired water service to MWH, upon the terms and conditions set forth herein; and

WHEREAS, the Company has provided water service for a basic price of \$56,000 to MWH for the period May 1, 1999, to April 30, 2000, under a special contract No. 6 dated March 29, 1999, that was approved by the New Hampshire Public Utilities Commission in Order 23,221 dated June 2, 1999; and

WHEREAS, there are special circumstances justifying service to MWH Properties at rates other than the normal tariff rates.

NOW THEREFORE, the Company and MWH, for and in consideration of the mutual covenants and agreements set forth herein, do hereby agree as follows:

1. The Company agrees to provide metered water service to the MWH Properties.
2. This Agreement shall take effect commencing May 1, 2000, and ending April 30, 2005. MWH agrees to pay to the Company an annual fixed amount of fifty-six thousand dollars (\$56,000) for water service to the MWH Properties payable in 12 equal monthly installments of \$4,666.66 by the 10th of each month and an additional charge of \$.20 per 100 gallons of water in excess of fifty-two million gallons (52,000,000) consumed during each year of the contract period. Additionally, annually on July 1st of each year during the contract period, MWH shall make a twelve thousand dollar (\$12,000) Contribution in Aid of Construction (CIAC) payment to the Company. This MWH CIAC payment shall be segregated from the Company's operating funds and shall be used solely for capital betterments. In the event the Company, pursuant to a governmental mandate, is required to construct additional capital improvements that result in a NH PUC ordered rate increase, MWH's monthly base fee shall be increased by the percentage increase in the Company's tariff authorized by the NH PUC but such increase shall not exceed \$2,600 annually. MWH shall pay for water service for Bretton Woods properties other than the "MWH Properties" which were acquired by MWH during 1997 based on metered consumption in accordance with the existing tariff.

3. The excess water charges if any, will be computed based on the combined readings of the water meters installed at each of the MWH Properties. These charges will be paid within thirty days of the receipt of a Company bill.

4. The performance by the Company of its obligations under this Agreement is subject to the following conditions:

a. That the Company shall obtain from the New Hampshire Public Utilities Commission approval of this Agreement pursuant to RSA 378:18.

b. That the Company's existing source of water supply continues to be sufficient to supply its existing customers while supplying the MWH Properties. If an impairment or insufficiency of supply occurs to the Company's water system and said impairment or insufficiency is permanent and the Company determines that it could be remedied by the drilling of an additional well or installation of additional plant or equipment, or by specific water treatment, or by the imposition of conservation measures, the parties recognize that they may desire to enter into a new agreement containing different terms.

5. MWH hereby represents and warrants to the Company that it shall use its best efforts to take all reasonable measures for the conservation of water, and shall not permit under any circumstances the waste of water. MWH shall notify the Company immediately of any circumstance which would require it to increase its normal or customary consumption and/or any circumstances which would cause the waste of water of more than 5000 gallons per day, e.g. detected leaks, etc.

6. In the event that the Company's present source of supply is temporarily impaired or insufficient due to unusual circumstances beyond the control of the Company, the Company reserves the right in its discretion to request that, upon 24 hours notice, the MWH Properties temporarily reduce the amount of water taken by the MWH Properties. The Company will promptly notify MWH when the circumstances which led the Company to its decision to so reduce takings

by MWH have ceased to exist and thereupon the right of MWH to take the normal and customary amounts of water shall be restored. This paragraph is intended to permit the Company in its discretion to impose sprinkling bans and other conservation measures in circumstances wherein such conservation measures are necessary, in the Company's sole discretion, to ensure adequate supply for all of the Company's customers.

7. MWH agrees to permit representatives of the Company upon reasonable notice to enter the Hotel property for the purpose of inspecting and/or maintaining the Company's plant and equipment, and for the monthly reading of meters.

8. Despite anything to the contrary in the foregoing, MWH does not waive and specifically reserves hereby, any rights it may have under the rules, regulations and laws which govern the rights, duties and obligations between a franchised public water utility and a customer within the franchised area.

9. Except for agreements contained in this contract, MWH remains subject to the remaining terms and conditions of the Company's tariff issued on April 14, 1997, in compliance with NH Public Utilities Commission Order 22,120.


10. The terms of this Agreement constitute the entire agreement between the parties and no statements, oral or written, made by anyone have been relied upon by any party or shall bind any party unless expressly incorporated herein. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

11. This Agreement may be executed in any number of counterpart originals, each of which shall be an original for all purposes and all of which shall constitute one and the same instrument. This Agreement shall be construed in

accordance with New Hampshire law and shall inure to the benefit of the parties hereto and their respective successors and assigns.

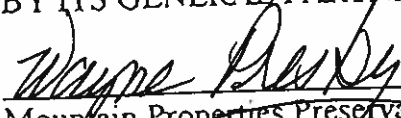
IN WITNESS WHEREOF the parties have caused their names to be subscribed by a duly authorized officer or general partner on the date first written above.

ROSEBROOK WATER COMPANY, INC.
BY ITS PRESIDENT



Robert A. Satter

MWH PRESERVATION LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER



Mountain Properties Preservation Corporation
Wayne Presby, Chairman