

December 12, 2025

Via Email Only

Copper Rim Infrastructure Financing District
c/o Seth Robertson, Matt Stone, Quin Stephens (Trustees)
610 North 800 West
Centerville, Utah 84014

Re: Engagement for Legal Services - Client Agreement

Seth, Matt, and Quin,

Thank you for retaining me and my colleagues at York Howell (the “**Firm**”) to represent Copper Rim Infrastructure Financing District (the “**Client**”). This letter outlines the terms of our engagement. The terms of this letter and the enclosed “Client Agreement” will govern our relationship and apply to the services we provide now or in the future.

1. **Scope of Services.** You have asked us to represent and counsel the Client, and to serve as district counsel, including advising and assisting with the general administration of the district, coordinating with the board of trustees on scheduling and conducting required board meetings, maintaining district records, meeting state and local legal compliance requirements and satisfying ongoing bond disclosure requirements, etc.

2. **Staffing.** I will be the lawyer primarily responsible for the referenced matters and will be assisted by other attorneys and paralegals as I deem necessary. You should feel free to contact me at any time to discuss any thoughts or questions that you may have regarding this matter.

3. **Basis for Fees Charged.** The Client agrees to pay costs and fees incurred during our representation of the Client. Legal fees are billed by the hour. My hourly rate is **\$450.00**, and the hourly rate for other attorneys and paralegals who work on this matter may be more or less than my rate depending on their experience. My hourly rate may change from time to time with or without prior notice. All hourly rates will be indicated on monthly billing statements. We will strive to be efficient and timely in providing the requested services. Fees for legal time do not include any hard costs associated therewith such as out-of-pocket costs including recording or filing fees, which will be paid by our office and then passed on to you for reimbursement. We will send you a statement each month of outstanding fees and costs; payment is due when you receive such statement. Interest will be charged on all amounts more than thirty (30) days past due. If you cannot pay a statement in full within thirty (30) days of receipt, please contact us to make payment arrangements.

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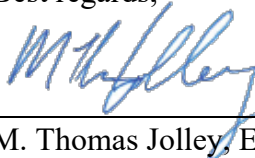
4. **Client Responsibilities.** In addition to the Client's obligation to make payment as provided for herein and to comply with the terms of the Client Agreement, described below, the Client agrees to provide full and timely cooperation with the Firm's request for information and documentation. The Client understands that the Firm's ability to represent the Client's interests will be compromised by the failure of the Client, or its representatives, to provide complete, accurate, and truthful information and to supply all relevant documents or other materials which the Firm requests.

5. **Client Agreement.** Enclosed is a copy of our standard Client Agreement, which further explains our fees, billing arrangements, and other terms of our representation. This agreement, which outlines the Firm's standard terms of engagement, is enclosed and except as modified above, it will govern our engagement and constitute part of this agreement. If you agree to the terms of this letter as supplemented by the Client Agreement, please sign and return the enclosed copy of this letter.

If you have any questions regarding the foregoing, I would appreciate the opportunity to discuss them with you. Unless you notify me in writing, I will assume that the terms and conditions set forth herein, including those included in the Client Agreement, are satisfactory and are agreed to by you.

Please let me know if you have any questions. I look forward to working with you.

Best regards,

A handwritten signature in blue ink, appearing to read "M. Thomas Jolley", is written over a horizontal line.

M. Thomas Jolley, Esq.

MTJ:at

Encl.

December 12, 2025

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ACKNOWLEDGMENT:

I agree to the terms of the above letter and the enclosed Client Agreement this 12th day of December, 2025.

Copper Rim Infrastructure Financing District

Signed by:

Matt Scott

3008D571BF7E42F...

By: Matt Scott

Its: Chair

DocuSigned by:

Quin Stephens

345974F319B240A...

By: Quin Stephens

Its: Vice Chair/Treasurer

DocuSigned by:

Seth Robertson

80AE57B4A760405...

By: Seth Robertson

Its: Clerk/Secretary

DEVELOPER GUARANTEE OF PAYMENT

The undersigned developer acknowledges and agrees that the Client named above is not anticipated to have significant revenue until issuance of certain assessment bonds, and therefore agrees to guarantee payment of all legal fees and costs arising from this engagement, as set forth herein, until such time as the Client is able to bear all such legal fees and costs. Developer acknowledges it will benefit from the legal services provided to the Client. This guarantee of payment is independent from any reimbursement agreement which may be entered between the Client and the undersigned developer.

CW Copper Rim 1, LLC

Signed by:

Matt Scott

3008D571BF7E42F...

By: Matt Scott

Its: Chair

Date: 12/15/2025

CLIENT AGREEMENT YORK HOWELL

1. Fees. Except as otherwise set forth in the Engagement Letter, the fees of the Firm will be at hourly rates based upon time actually spent which shall be billed in increments of one-tenth (1/10) of an hour. The hourly rate for each attorney and paralegal will be the standard rates charged by the Firm. The Firm generally revises its schedule of standard rates once a year. If such revision is made, then the revised rates will be applicable.

2. Costs and Expenses. In addition to Fees, the Client will be responsible to pay for the following costs and expenses (which will be billed at the direct cost to the Firm): federal, state, and local filing fees, overnight mail, travel expenses, deposition expenses, and other similar expenses. All of these expenses will be reasonable and customary.

3. Invoices. The Firm will send the Client a monthly statement for outstanding fees, costs, and expenses. Payment is due upon receipt of the invoice. If the invoice is not paid within thirty (30) days from the date the invoice was issued, then interest will be charged on the unpaid balance at the rate of one and a half percent (1.5%) per month (18% per annum) from the date the invoice was issued. If full payment cannot be made within 30 days of receipt, then please contact the Firm to make payment arrangements.

4. Waiver and Estoppel Regarding Payment and Services. The Firm is providing legal services to the Client in reliance on the agreement to pay each invoice promptly. The Client also acknowledges that it is the policy of this Firm to stop work when invoices are not paid in full. The Client hereby agrees to contact the Firm in writing within thirty (30) days from the date the invoice was issued to discuss any questions and/or objections to any information or calculations that are set forth in a particular invoice. If the Client fails to contact the Firm in writing within the thirty (30) day notice period, then the Client acknowledges and agrees that the Client has deemed the information contained in the invoice as accurate and reasonable, so the Client will have waived any rights previously possessed to challenge that invoice in the future. In the event that the Firm continues to perform work after the expiration of the thirty (30) day notice period, then the Client acknowledges and agrees that the Firm is performing that work in reliance on acceptance of the invoice as accurate and reasonable, so that the Client will thereafter be estopped from disputing the information and/or amount due for that invoice. If the Client fails to receive an invoice from this Firm in a given month, then the Client shall contact the Firm to request an invoice. Any failure to request an invoice will not excuse the Client from being bound by this Client Agreement.

5. Advancement of Funds and Security Deposit. The Firm may require the Client to advance funds to cover costs and expenses anticipated from representation. The Firm may also require the Client to provide a security deposit for future fees, costs, and expenses. Any advances or security deposits will be held in the client trust account of the Firm until disbursed in payment for incurred fees, costs, and expenses. If a security deposit is held, then the Client is still obligated to pay each monthly invoice if the Firm chooses not to apply funds of the security deposit towards the invoice. At the conclusion of the Services, any remaining security deposit will be refunded to the Client. The Firm does not pay interest on the security deposit.

6. Delinquent Accounts. If fees, costs, or expenses are not timely paid, then the Firm may decline to take further actions or otherwise advance the matters until satisfactory arrangements for payment have been made. If satisfactory arrangements are not made, then the Client hereby consents to the withdrawal of the Firm as counsel. The Firm may have a statutory lien upon a cause of action or counterclaim for

compensation. The Client agrees to pay reasonable attorneys' fees, court costs, and expenses incurred in collection of any delinquent amount owed to the Firm. The Firm may refer the Client's account to a collections agency and communicate with such agency regarding the Firm's representation of Client as necessary to facilitate collection of unpaid amounts.

7. Client Relationship. The Firm will not represent other persons or entities that constitute a legal conflict of interest unless the Client consents. The Firm will provide the Client with opinions, in the best judgment of the Firm, as to possible options and possible outcomes. Those expressions of opinion may not reflect the actual outcome. Neither the Firm nor any attorney of the Firm makes any promises, guarantees, binding representation, or assurances regarding the ultimate outcome of any Services.

8. Client Files. Any documents the Client provides the Firm in connection with the Services will be stored electronically and the Firm will not retain a hard copy. The Firm will maintain these electronic files for a period of three (3) years. Unless the Client has made specific written arrangements with the Firm, then the Firm may delete such documents in the regular course of business without further notice to the Client after the three (3) year retention period.

9. Termination of Representation. The Firm reserves the right to withdraw from representation of the Client for failure to honor this Client Agreement or Engagement Letter or for any reason as permitted or required under Utah Rules of Professional Conduct or by the rules of the Court of the State of Utah. In the event that the Firm withdraws, then the Client agrees to promptly pay for all services rendered and all charges and expenses incurred prior to the date of such withdrawal. The Client may terminate representation at any time provided that the Client does so in writing. In the event that the Client terminates representation, then the Client agrees to promptly pay for all services rendered and all charges and expenses incurred prior to the date of such termination. Upon execution and receipt of the documents listed in the Services, the attorney-client relationship will conclude unless the Firm and the Client enter into a new agreement for additional services.

10. Client Communications. Unless the Client informs the Firm in writing, the Firm may communicate with the Client and deliver documents directly by and through mail, e-mail, and facsimile machine. If the Client has any concerns, please inform the Firm in writing immediately. The Firm assumes that third parties do not have access to the e-mail address provided to the Firm, and accordingly, the Client can receive confidential correspondence through that e-mail. The Firm also assumes that the Client is receiving and reviewing e-mails transmitted to the Client from the Firm unless the Client alerts the Firm otherwise. Please be certain that e-mail filters do not block e-mails from the Firm and that allowable size of incoming e-mails accepts emails from the Firm with attachments. The Client must retain all correspondence to and from the Firm, including emails and attachments. The Client shall notify the Firm of any change in the Client's contact information and the Firm has no obligation to request updated contact information from the Client.

11. Governing Law and Venue. This Client Agreement is entered into in the State of Utah and shall be construed and interpreted in accordance with laws of the State of Utah without giving effect to its conflict of law provisions. Even though the Firm or employees of the Firm may travel and deal with matters elsewhere, all services are deemed to be performed in Salt Lake County, State of Utah. The Client agrees to submit to the exclusive jurisdiction and venue of Salt Lake County, State of Utah.

12. Mandatory Arbitration and Waiver of Right to Jury. In the event a dispute arises concerning any aspect of the relationship between the Client and the Firm or any attorney of the Firm, including fee disputes or claims of malpractice, the Client and the Firm agree to the following procedure: (1) discuss and attempt to negotiate a resolution; and then if no resolution is made, (2) submit to the final and binding arbitration in Salt Lake County under the Commercial Rules of the American Arbitration Association then

in effect. The Client and the Firm understand and acknowledge that by entering into this Client Agreement that each Party has surrendered and waived the right that it would otherwise possess to submit a dispute between the Parties for a resolution by a court or jury, including the right to appeal to a higher court. THE FIRM AND THE CLIENT HEREBY UNCONDITIONALLY WAIVE ANY RIGHTS TO A JURY TRIAL FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THEIR RELATIONSHIP OR ANY SERVICES.

13. Privacy Policy. The confidentiality of Client information is a matter of the highest priority to the Firm. Confidentiality is fundamental to the attorney-client relationship that is reflected in the attorney-client privilege. The attorney-client privilege is designed to encourage clients to disclose information (with minor exceptions) to their attorneys without fear of it being disclosed.

Typically, the Client provides most of the information to the Firm related to the Services, although the Firm may obtain information from other sources. If otherwise permitted by the attorney-client privilege, then the Firm will disclose personal non-public information about the Client to third parties in the following circumstances:

- A.** As part of or in connection with an application, report, notice, form, deed, contract, or other document filed or recorded with a governmental entity or provided to another third party at the direction of the Client or with the consent of the Client;
- B.** When required by rules of procedure or rules of evidence in the course of litigation, or by the rules governing any arbitration, mediation, or administrative proceeding in which the Firm represents the Client;
- C.** When required or if the Firm believes it would be beneficial to the Client in dealing with parties that have regulatory or other discretionary authority over the Client or the interests of the Client;
- D.** When discussing matters within the scope of the representation with other parties that have a fiduciary or professional relationship with the Client involving the same matters;
- E.** When discussing information that is publicly available such as results of litigation, successful or unsuccessful strategies used in the past, issues encountered in other cases, etc.;
- F.** When determining if a conflict of interest exists or could arise if the Firm accepts a case or matter; and
- G.** In other circumstances, when in the judgment of the Firm, a disclosure will be in the best interests of the Client.

Please inform the Firm about any concerns regarding disclosures in any of the foregoing circumstances so there is a clear mutual understanding of what disclosures will or could be made. Please note, however, that circumstances may arise where the Firm's representation of the Client cannot be kept completely confidential. For example, if the Firm declines to represent a party adverse to the Client because of a conflict of interest, then it may be clear that the Firm represents the Client even if the Client is not specifically identified to the adverse party.

14. Professional Advice. The Firm will not provide advice regarding financial investments, financial planning or taxes that can be relied upon unless the Services specifically state that a legal opinion letter will be included. Additionally, unless specifically specified as a Service in the Engagement Letter, the costs associated with the work outlined in the Engagement Letter do not include assistance with any federal, state, or local audits even if the Services include preparation of documents that are the subject of any audit. Costs or legal fees relating to any audit assistance would require a separate engagement letter and a separate fee for any legal services rendered. Any advice related to taxes provided is not intended to be used, and cannot be used, for purposes of avoiding penalties imposed under the United States Internal Revenue Code or promoting, marketing, or recommending to another person any tax-related matter.