



March 30, 2026

Nordic Village PID No. 1  
% Mr. Brook Cole  
482 West 800 North, Suite 204  
Orem, Utah 84057

RE: Updated Nordic Valley Market and Tax Assessment Study

Dear Brook:

Development Strategies is pleased to present this agreement to provide an updated market and tax assessment study (the Study) for your proposed resort-oriented development in and around Nordic Valley Ski Resort with various types of single and multi-family housing, a hotel, and commercial space that will be contained within a public infrastructure district (the District).

The updated Study will be completed by the end of March 2026. The fee to complete the work is \$6,700, invoiced upon completion and due within 30 days. Changes requested after the final report is completed will be billed at our current hourly rates.

We appreciate the opportunity to assist you with this project, and we look forward to working with you again. If this scope of work, schedule, and fee are acceptable, please sign below and on the attached terms and conditions, return a copy to our office, and we will begin work.

Respectfully submitted and approved on behalf of Development Strategies.

Brad Beggs, MAI  
Principal

Please proceed with the scope of work under the terms of this agreement:

*Brook Cole*

\_\_\_\_\_  
Signature of Mr. Brook Cole  
Nordic Village PID No. 1

March 30, 2026

\_\_\_\_\_  
Date of Acceptance

STANDARD TERMS AND CONDITIONS

1. This Agreement is by and between **Development Strategies** and **Nordic Village PID No. 1**, hereinafter referred to as “Client”.
2. The Agreement between the parties consists of these terms and conditions, as well as the attached agreement dated March 30, 2026. Together, these elements will constitute the entire Agreement, superseding all prior negotiations, correspondence, or written or oral agreements. Any changes to this Agreement must be mutually agreed to in writing.
3. Development Strategies will strive to perform its services in a manner consistent with the level of care and skill ordinarily exercised by consulting professionals practicing contemporaneously under similar conditions in the locality of the project. Nothing in this Agreement shall be construed to constitute an expressed or implied warranty, including but not limited to any warranty or merchantability or fitness for a particular use.
4. The Client hereby grants or will obtain access to the subject property necessary for Development Strategies to perform the work outlined in this Agreement. The client will notify any persons or entities possessing the subject property that the Client has granted Development Strategies free access to the premises.
5. Any work requested by Client that is beyond the scope of work stated in the Agreement will be billed at hourly rates.
6. Payment is due within 30 calendar days after receipt of our invoice. If any invoice is not paid in full within 30 calendar days, interest will be charged, commencing on the date payment was due, at a monthly rate of 1%, compounded monthly. In the event full payment of any invoice is not received within 30 days after the date it is due, Development Strategies reserves, in its sole discretion, the right to suspend the performance of services, withhold documents and other deliverables, terminate its agreement with Client, and take all such other legal or equitable actions to recover the amounts due and payable plus any direct costs incurred by Development Strategies but not yet billed. The suspension of services, termination of the Agreement, or the taking of such other actions shall not give rise to any right of set-off by the Client except in the case of gross negligence, willful misconduct, or breach of contract, for which Development Strategies shall be liable to the extent of any loss or damage and related costs.
7. Client understands and agrees that its obligation to pay Development Strategies fully for its consulting services according to this Agreement is in no way dependent or contingent upon the Client securing financing for its project or closing on the funding for said project, nor is it contingent upon the nature of the findings or conclusions contained in Development Strategies’ reports to the Client.
8. The total liability of Development Strategies, its officers, directors, shareholders, employees, and agents, to the Client or any person or entity claiming by or through the Client, for any loss, injury, expense, damage, or other claim directly or indirectly arising from Development Strategies services, the project, or the agreement, including, without limitation, any negligence, breach of contract, professional error or omission, or strict liability on the part of Development Strategies, its officers, directors, shareholders, employees, or agents shall not exceed the total amount of compensation paid under this Agreement.
9. This Agreement may be terminated by either party seven days after written notice in the event of any breach of any provision of this Agreement or the event of substantial failure of performance by the other party, or if the Client suspends the work for more than three months. In the event of termination, Development Strategies will be paid for all services performed up to and including the termination date, plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document the job status at the time of termination.
10. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought on an action for breach of contract warranty, tort, or strict liability, and irrespective of whether caused by or allegedly caused by either party’s negligence.

11. All documents are prepared solely for use by Client and shall not be provided to any other person or entity without Development Strategies' written consent, nor shall they be mentioned, communicated, disclosed, or referred to in any offering, circular, securities offering, loan application, real estate sales documentation, or similar promotional material without the express written authorization of Development Strategies. Client shall defend, indemnify, and hold harmless Development Strategies, its officers, directors, shareholders, employees, and agents from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed, or referred to without Development Strategies' written consent. No party other than Client may rely, and Client shall make no representations to any party that such party may rely on documents delivered hereunder without Development Strategies' express written authorization.
12. The laws of Missouri will govern the validity of this Agreement, including these terms and conditions, their interpretation, and their performance.
13. If any of the provisions in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive the termination of this Agreement for any cause.
14. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither party may assign its interests herein (unless the assignee assumes, in writing, the assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the Agreement.
15. This contract is entered into by the parties for the sole benefit of the parties to the agreement, and nothing in the contract shall be construed to create a right or benefit for any third party.
16. Neither party shall hold the other responsible for damages or performance delays caused by weather and other acts of nature, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
17. The parties have read the foregoing, including any attachments thereto, completely understand the terms, and willingly enter into this Agreement, which will become effective on the date signed below by Client.

**Nordic Village PID No. 1**

**Development Strategies**

**Brook Cole**

**Brad Beggs**

*Authorized Representative (type or print name)*

*Authorized Representative (type or print name)*

*Brook Cole*

*Brad Beggs*

*Signature of Authorized Representative*

*Signature of Authorized Representative*

**Chair**

**Principal**

*Title*

*Title*

**March 30, 2026**

**March 30, 2026**

*Date*

*Date*