

May 14, 2026

Via Email Only

Lomond Heights Public Infrastructure District
c/o Ben Ferry, Matt Rasband, Pete Evans (Trustees)
1240 East 2100 South, Suite 300
Salt Lake City, Utah 84106

Re: Engagement for Legal Services - Client Agreement

Ben, Matt and Pete,

Thank you for retaining me and my colleagues at York Howell (the “**Firm**”) to represent Lomond Heights Public Infrastructure 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.

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 creation of the district, general administration of the district, coordinating with D.A. Davidson, consultants, advisors, and attorneys in connection a special assessment public financing transaction, 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 the Firm’s standard retainer fee of **\$5,000.00**. Our hourly charges for legal services will be charged against the retainer. My hourly rate is **\$450.00**, and the hourly rate for legal assistants/paralegals who work on this matter will be **\$185.00**. 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. The initial retainer will be held in a trust account, and you authorize the Firm to use such funds to pay our legal fees and other charges as they are incurred. If the retainer funds are exhausted, the Client will pay our monthly statements for additional fees and costs in a timely manner. You acknowledge that the retainer is not an estimate of total fees and costs, but merely an advance for security. 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 onto the Client 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 the Client cannot pay a statement in full within thirty (30) days of receipt, please contact us to make payment arrangements.

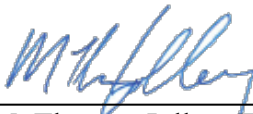
4. **Client Responsibilities.** In addition to the Client's obligation to make payment as provided for herein and to comply with the terms of the Client Agreement, described below, the Client agrees to provide full and timely cooperation with the Firm's request for information and documentation. The 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,



M. Thomas Jolley, Esq.

MTJ:at
Encl.

ACKNOWLEDGMENT:

I agree to the terms of the above letter and the enclosed Client Agreement this 14th day of May 2026.

Lomond Heights Public Infrastructure District

By: Ben Ferry

Its: District Chair

By: Pete Evans

Its: District Treasurer/Vice Chair

By: Matt Rasband

Its: District 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. The undersigned 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.

BCP Ben Lomond LLC

By: _____

Its: _____

Date: _____