



# GILMORE BELL

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April 7, 2022

Weber County, Utah  
2380 Washington Blvd  
Ogden, Utah 84401

Snowbasin Resort Company  
3925 E. Snowbasin Road  
Huntsville, UT 84317

Re: Engagement as Special Counsel for Weber County, Utah

This will record the terms of our engagement as special counsel for Weber County, Utah (the "County") in analyzing and exploring the use of a public infrastructure district ("PID") and tax increment financing ("TIF") at the discretion of the County to assist Snowbasin Resort Company (the "Developer") in the proposed development within the unincorporated boundaries of the County (the "Development").

Our services as special counsel will include educating the County and the Developer on PIDs and how they may be utilized in the Development and the preparation, negotiation, and review of any documents required for the formation of a PID or use of TIF. Our engagement is at the will of the County and will terminate at the end of the review processes described herein.

While it is difficult to predict the complexity and length of such process, our discounted fee for services provided as special counsel is anticipated to be between \$15,000 to \$25,000, based on our experience in similar circumstances, plus reimbursement for out of pocket costs. An invoice for a portion of the services performed to date in the amount of \$5,000 is attached hereto and is due at this time. All fees for services provided as special counsel are payable by the County, provided that the Developer agrees to promptly reimburse the County for all such costs as shall be invoiced by the County.

Our fees are not contingent upon the formation of any PID or approval of any TIF. The creation of any Districts or use of TIF shall be at the discretion of the County, and the entering into of this agreement in no way guarantees that any Districts will be formed, TIF approved, or bonds issued for the Developer or the Development. If the review process extends over the course of several months, progress payment may be requested. In addition if the review process is abandoned or deferred beyond a reasonable period, such as 3 months, we will negotiate a reasonable fee for the work undertaken to that point with the Developer, based on the circumstances.

The County is our client in this engagement and we are not representing the Developer. The Developer is represented by its own counsel, and we note that such counsel may also serve as general counsel to any PID for the Development. We also note for the parties that we anticipate serving as bond and disclosure counsel (as applicable) for any PID(s) and related TIF ultimately created at the County's discretion.

If these terms are acceptable, please sign and return a copy of this letter. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "RANDALL M. LARSEN", written in a cursive style.

RANDALL M. LARSEN

AGREED AND ACCEPTED:

WEBER COUNTY, UTAH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SNOWBASIN RESORT COMPANY

By:  \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: 4/18/22 \_\_\_\_\_