

July 27, 2022

Mr. Kent Whitmer
The Whitmer Law Firm
Town Attorney
Town of Fraser, CO
P.O. Box 370
Fraser, CO 80442

Dear Mr. Whitmer:

On behalf of Hilltop Securities Inc. (“Hilltop”) we appreciate the opportunity to provide financial consulting services in conjunction with the Town of Fraser’s (the “Town”) consideration of an amendment to the First Amended and Restated Service Plan for the West Mountain Metropolitan District, West Meadow Metropolitan District, and Byers View Metropolitan District. The Town has requested that we review the proposed amendment, which includes the creation of West Mountain Metropolitan District Nos.2 - 5 focusing on the financial projections and the permitted debt structures in the proposed service plans.

The following outlines the scope of this engagement (collectively, the “Requested Services”):

Scope of Services:

- Evaluate the financial ramifications of the proposed amendment to the First Amended and Restated Service Plan, both to the Town of Fraser and to private citizens living with metro districts.
- Determine whether the proposed mill levy amount is reasonable and its effect on property owners in the metro districts.
- Determine whether the proposed amendment is reasonable.
- Advise on areas of concern for the Town.
- Summarize the foregoing in a memorandum to the Town.

Limitations of Review

Hilltop’s expertise is in the area of structuring and marketing tax-exempt financings. Hilltop’s review of the Financing Plan will be based on the assumptions provided by the developer and proponents of the Districts. Our report should not be viewed as an independent confirmation of the developer’s assumptions related to the real estate market, property valuations, construction buildout, or absorption rates. If the Town wishes to seek such confirmation, then an independent market study of real estate conditions and the potential development of new residential projects should be sought separately from a qualified firm or firms.

Duration and Compensation:

This engagement shall begin as of as of the date this agreement is executed by the Town, and shall remain in effect until (i) the completion of all the Requested Services set forth above, or (ii) notification provided by the Town to Hilltop that it is terminating the process of forming the District, or (iii) the termination of this agreement by either party upon giving at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. Hilltop's compensation for performing these services on behalf of the Town will be based on hourly rates as follows:

Senior Managing Director:	\$350
Senior Vice President:	\$300
Vice Presidents:	\$250
Assistant Vice Presidents:	\$200
Associate/Analyst:	\$150

An invoice shall be submitted by Hilltop after the completion of the Requested Services and the Town has completed its review, whether or not the Service Plan is approved by the Town. The minimum compensation to Hilltop for completing the Requested Services shall be \$7,500. If this engagement is terminated under provision (ii) or (iii) above, prior to completion of all of the Requested Services, Hilltop shall submit an invoice and be compensated for hours worked through the effective date of the termination.

Miscellaneous:

The Town of Fraser and Hilltop Securities Inc. acknowledge and agree that:

- In any event, regardless of the cause of action, Hilltop's total liability (including loss and expense) to the Town of Fraser in the aggregate shall not exceed the gross amount of fees received by Hilltop pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop and the Town of Fraser and the pricing of the services set forth above reflect such limitations.
- This letter agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be fully performed therein.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning an executed copy to me.

Sincerely,

Jason Simmons
Senior Managing Director

Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____