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December 1, 2023

VIA EMAIL — jivey@isp-law.com

Heather Gardens Metropolitan District
c/o Jennifer Ivey, Esq.

Re: Dispute with Heather Gardens Association

Dear Sirs/Madams:

We have been asked to represent the Heather Garden Metropolitan District (“HGMD”) in connection with a dispute involving its Management Agreement with the Heather Gardens Association (the “Association”), which representation may involve the filing of litigation against the Association based on its breaches of that agreement.

This will confirm our agreement to take on that representation in exchange for HGMD’s agreement to pay our fees for the work we perform. My hourly rate for this matter is \$485. If other attorneys are required to work on this matter, including persons who work with our firm on a contract basis, those other professionals will be billed at hourly rates ranging from \$150 per hour to \$400 per hour, depending upon their level of experience. Additionally, our paralegal may bill time on this matter. If so, her rate is \$105 per hour. Any of the hourly rates charged by professionals performing services on this matter may change during this engagement. If so, we will advise you prior to any such changes being made.

In addition to addressing the question of fees, this letter addresses the question of costs. In that regard, our firm will have the authority to incur on your behalf costs typically incurred in matters like this, such as filing costs. In the event we believe it is necessary to incur any single expense exceeding \$500, the expense will relate to a matter we will have discussed with you before the expense is incurred.

We submit statements to clients monthly. The statements contain an itemization of fees and costs incurred for the prior month and are due within 15 days of receipt. We reserve the right to impose interest on any balance that is not paid on a timely basis at the Colorado statutory rate of 8% per annum, compounded annually. Please also note that if timely payments are not made, we reserve the right to withdraw from our representation. Additionally, although



at this time we are not asking HGMD to deposit a retainer with us, we reserve the right to request a retainer should our invoices not be timely paid.

Our successful representation depends in part upon HGMD's cooperation with us. "Cooperation" means that HGMD will timely respond to our requests for information, assist us when called upon to work on this matter, and, above all, furnish us with a candid and complete disclosure of all relevant facts. Hence, HGMD's candor and cooperation are necessary conditions of this relationship, in the absence of which our firm will be entitled to withdraw from its representation.

It is agreed and understood that, if there is a dispute in any way arising out of or related to this engagement, venue for the resolution of any such dispute will be exclusively in the Second Judicial District for the State of Colorado, which covers the City and County of Denver. Alternately, at either of our elections, any such dispute will be resolved by arbitration before the Judicial Arbiter Group here in Colorado before a retired judge selected at random by the administrator for the Judicial Arbiter Group from the panel of arbitrators associated with that organization at the time such an arbitration is commenced, with the procedural rules for that arbitration to be determined by that judge.

Please confirm the HGMD's agreement to this arrangement by signing this letter on the space below, sending us a scanned copy, and retaining the original copy for yourself.

We are pleased to have the opportunity to undertake this representation.

Very truly yours,

Peter C. Forbes

Heather Gardens Metropolitan District	
<u>Daniel Taylor</u> By: <u>President HGMD</u> Its: Date: <u>12-7-23</u>	<u>Robin O'Meara</u> Secretary HGMD 12-7-23