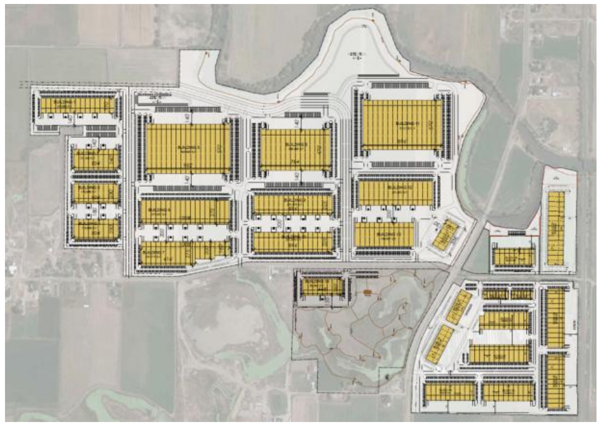
ENGAGEMENT AGREEMENT
SEC POST-ISSUANCE SERVICES



Promontory Commerce Center Public Infrastructure District No. 1, in Weber County, Utah (the "District"), and GBP PCC, LLC, a Utah limited liability company (the "Developer") have bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12 (the "*Rule*"), and hereby engages DAC to provide the services outlined in this Engagement Agreement. The District and Developer may apply the DAC Bond™ logo to future bond issue offering documents, alerting regulatory bodies, rating agencies, broker-dealers, and investors that the District and Developer will utilize the DAC System for ongoing informational filings required by continuing disclosure undertakings executed by both parties. The District and Developer are responsible for notifying DAC of any changes to CUSIP numbers, including, but not limited to, new CUSIPs assigned to existing bonds due to a remarketing or refunding bond issue.

Compliance and Repository Services:

1. Provide, with respect to the District and Developer, a list of required financial information and operating data to be provided by the District and Developer in accordance with its continuing disclosure undertakings, including whether Audited Financial Statements are required to be included in the Annual Financial Information and the date by which such Annual Financial Information is to be provided for each issue of bonds listed in Exhibit A and for future issuances added to the DAC System (collectively, "*bonds listed on the DAC System*"). Confirm the list of required financial information and operating data, as well as commencement and future due dates, with counsel for the District and/or the District and Developer, as applicable.

2. Review the historical information filed on EMMA as of the date of engagement to determine whether there have been past compliance failures by the District and Developer with its prior continuing disclosure undertakings in the past five fiscal years, provide a report of the findings of such review, including any remedial measures that must be taken (a "*Continuing Disclosure 5 Year Compliance Review*").

3. Provide an integrated, customizable repository for seamless disclosure of the District's and Developer's municipal bonds under Rule 15c2-12 and their non-municipal or municipal direct/taxable issues.

4. Assign a designated Client Service Manager to be the District's and Developer's point person for any compliance-related questions or issues that may arise, and who is supported by a team of financial and legal professionals.

5. Draft templates consolidating all Annual Financial Information requirements ("*consolidated templates*") in accordance with the District's and Developer's continuing disclosure undertakings for all outstanding bonds listed on the DAC System.

6. Establish an automated email reminder system ahead of annual, quarterly, and monthly reporting due dates as required by each continuing disclosure undertaking for all outstanding bonds listed on the DAC System. Link consolidated templates or other documents to each automated reminder where appropriate.

7. Review consolidated templates completed by the District and Developer and notify the District and Developer of any omissions or errors for a timely resolution.

8. Access the official statements filed in the primary market for all outstanding bonds listed on the DAC System and file "incorporated by reference" on EMMA to publish the information in the secondary market.

9. Provide automated monthly reminders to the District and Developer of events deemed by the SEC to require notice within 10 business days of occurrence in accordance with the Rule.

10. Convert financial statements, financial information, operating data, event notices, and other documents into PDF-readable format as currently required by the EMMA system's filing protocols.

11. Disseminate original documents provided by the District and Developer to EMMA. Documents disseminated by DAC to EMMA will have a certification coversheet in the form of Exhibit B attached as provided for in continuing disclosure undertakings for all outstanding bonds listed on the DAC System unless otherwise directed by the Pledged Districts and Developer. The District and Developer are solely responsible for the content and accuracy of each document provided to DAC.

12. Notify the District and Developer of any predictably material information, subject to vetting by industry experts, that comes to DAC's attention through industry involvement, professional knowledge, and/or leading private and public resources available to DAC (e.g., Bloomberg, S&P, Moody's, Fitch, Kroll, the Bond Buyer) that may require event notice filing, including but not limited to rating agency actions and substitution of trustees or credit providers.

13. Review proposed undertakings and offering document summary language for new issues of the District and Developers for clarity, consistency and completeness prior to closing when provided in a timely manner.

14. Update CUSIP numbers from DAC's EMMA feed as requested.

15. Retain all EMMA filings and receipts associated with the bonds listed on the DAC System, including the unique DAC transmission identification numbers assigned to each filing and details about which CUSIPs were linked to each filing.

16. Monitor EMMA daily feeds and work with the MSRB on a business to business (B2B) basis to resolve any detected service issues.

17. Offer up to 10-12 hours of NASBA-approved continuing education annually.

18. Assist the District and Developer in developing written SEC policies and procedures.

19. Store operating data in a database for conversion to structured data pursuant to the Federal Data Transparency Act ("FDTA") in preparation for EMMA's protocols regarding machine-readable filing requirements. Participate in and sponsor the development of open-source conversion tools for marketplace testing.

Investor Relations Services:

20. Offer a customizable User Dashboard accessible to investors housing all associated offering documents, undertakings, filing due dates, operating data templates, filings, filing receipts and DAC-produced Certificates of Excellence highlighting the District's and Developer's history of compliance.

21. Provide bondholder reports listing investors and any outstanding bonds as reported to the SEC upon request.

22. Maintain an online, real-time question-and-answer forum for investors.

23. Create and publish an EMMA homepage as soon as the MSRB permits.

For the services outlined above, DAC charges a one-time $2,500 set-up fee for each new issue and a $5,000 annual filing fee until build-out by the developer is achieved through written notification to DAC. The annual fee thereafter will be $3,500. Fees under this Agreement may be adjusted periodically with notice, and as mutually agreed upon by both parties. The total fees due are:

An initial set-up fee for Series 2026 Special Assessment Bonds	**$ 2,500**
Ongoing annual filing/storage fee	**5,000**
Due within 30 days of the closing of Series 2026 Bonds	**$ 7,500**

Additional Services Offered Upon Request:

The District's and Developer's written request for Additional Service shall constitute consent to be invoiced and an agreement to pay for such service without necessitating revision or amendment of this Engagement Agreement.

1. Provide access to DAC's Secure Muni Data Room (SMDR), featuring complex security precautions for bond closing information

2. Host any scheduled investor calls using audio/video technology for $500 per call.

3. Provide agreed-upon procedures delineating past compliance with all continuing disclosure undertakings for bonds listed on the DAC system (a "*Compliance Certification*") for use in future bond sales at the prevailing market rate per request.

The services described herein under this contract will be exclusively performed in Florida. DAC will bill for its services during the initial setup of the DAC System before releasing information to investors. Either party may cancel this agreement with thirty (30) days' written notice. All monies due to DAC must be paid in full at the time of cancellation.

Any assistance services provided by DAC are not intended to be "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Act*"). You acknowledge that DAC shall not be acting as a "municipal advisor" with respect to your "municipal financial products" or the "issuance of municipal securities" (as such terms are defined in the Act).

DAC will make the System available to the District and Developer subject to the Terms of Use posted on the System. The District and Developer acknowledge and agree that the Terms of Use form a part of this Agreement and agree to comply with the Terms of Use in its use of the System. The District and Developer understand that to use the System, each of the District and Developer registered users must acknowledge acceptance of the Terms of Use on the District's and Developer's behalf, and the District and Developer represent that its users are authorized to accept the Terms of Use on the District's and Developer's behalf. The District and Developer may not use the System with respect to any bond issues of any third party or for any bonds issued by the District and Developer other than the bonds listed on the DAC System.

The DAC System is protected by one or more issued patents, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. The District and Developer agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants the District and Developer a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to the District and Developer by DAC and will make any further use of the System an infringement of DAC's intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.

By: Paula Stuart

Paula Stuart
CEO
Digital Assurance Certification
Dated: April 8, 2026

By:

Name:
Title:

Promontory Commerce Center Public Infrastructure District No. 1

Name:
Title:

GBP PCC, LLC., a Utah limited liability company, as Developer

Agreed to and effective on this date:

Exhibit A

DAC will provide disclosure dissemination services for the following bond issues:

	Bond Issue	MAX CUSIP
1	**Series 2026 Special Assessment Bonds (PROMONTORY COMMERCE CENTER ASSESSMENT AREA)**	TBD

Please notify DAC if the above-referenced list of eligible bond issues is accurate, noting any additions or deletions needed to reflect the municipal securities covered under this agreement accurately.

Call dates represent the last filing required for the secondary market. If these bonds require ongoing disclosure beyond the call date, please notify DAC.

The District and Developer agree to notify DAC of any changes or additions to its CUSIP numbers.

TBD = To be determined

Exhibit B

DAC Bond®

"Obligor Name"

Municipal Market Disclosure Information Cover Sheet

Type of Filing: ________________ FINANCIAL INFORMATION

Date of Filing:

Certification Authorized by	Disclosure Dissemination Agent Contact
Name: Title: Entity:	DAC 315 East Robinson Street, Suite 300, Orlando, FL 32801-1674 407 515 - 1100 emmaagent@dacbond.com

This information is also available on DAC's website: www.dacbond.com

Signature of Issuer:
/s/

The information set forth herein has been obtained from the obligated entity and other sources believed to be reliable, but such information is not guaranteed as accuracy or completeness and is not to be construed as a promise or guarantee. This ________ Financial Information may contain, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion contained herein are subject to change without notice, and the delivery of this ________ Financial Information will not, under any circumstances, create any implication that there has been no change in the affairs of the entity, or other matters described.

This Filing Applies to:

1.

   CUSIPS: