

**DISSEMINATION AGENCY AGREEMENT**  
with respect to the

CONTINUING DISCLOSURE UNDERTAKING  
OF THE  
BOARD OF EDUCATION OF WEBER SCHOOL DISTRICT, UTAH  
(as an “Obligated Person”)  
for the purpose of providing  
continuing disclosure information  
under Paragraph (b)(5) of Rule 15c2-12

DATED: \_\_\_\_\_, 2023

THIS DISSEMINATION AGENCY AGREEMENT (the “*Agency Agreement*”) is executed and delivered by the Board of Education of Weber School District, Utah (the “*Issuer*”), and Zions Bancorporation, National Association (the “*Dissemination Agent*”), in connection with the issuance by the Issuer of \$ \_\_\_\_\_ General Obligation School Building Bonds (Utah School District Bond Guaranty Program), Series 2023 (the “*Bonds*”). The Bonds are being issued pursuant to a Resolution of the Issuer adopted on January 4, 2023, including as a part of such resolution that certain Certificate of Determination, dated \_\_\_\_\_, 2023 (collectively, the “*Resolution*”).

Simultaneously with the execution and delivery of this Agency Agreement, the Issuer has executed and delivered its Continuing Disclosure Undertaking, dated as of the date hereof (as it may be amended from time to time, the “*Undertaking*”) relating to the Bonds.

The Issuer and the Dissemination Agent covenant and agree as follows:

*Section 1. PURPOSE OF THIS AGREEMENT.* This Agency Agreement is executed and delivered by the Issuer and the Dissemination Agent as of the date hereof in order to assist the Issuer in complying with the filing requirements contained in the Undertaking.

*Section 2. DEFINITIONS.* Unless the context clearly requires otherwise: (a) capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Undertaking and (b) the terms set forth below shall have the following meanings herein.

“*Authorized Issuer Representative*” means the President, the Superintendent or the Business Administrator of the Issuer or such other official of the Issuer as may be designated in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” means any person from time to time acting as the Dissemination Agent under this Agency Agreement, initially, Zions Bancorporation, National Association.

“*Fiscal Year*” means the annual accounting period of the Issuer as from time to time in effect, initially a period commencing on July 1 of each year and ending on the next succeeding June 30.

“Official Statement” means the Official Statement, dated \_\_\_\_\_, 2023, relating to the Bonds.

*Section 3. CUSIP NUMBERS; FINAL OFFICIAL STATEMENT; DOCUMENTS.* The CUSIP Numbers of the Bonds are set forth in Section 3 of the Undertaking and are incorporated herein by reference. In connection with the execution and delivery of this Agency Agreement, the Issuer has provided the Dissemination Agent with a copy of the Official Statement and the Undertaking.

*Section 4. ANNUAL FINANCIAL INFORMATION DISCLOSURE.* The Issuer covenants that it will deliver its Annual Financial Information and its Audited Financial Statements for each Fiscal Year then ended, beginning with the Fiscal Year ending June 30, 2023 (in the form and by the dates set forth in *Exhibit I* to the Undertaking), to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports, and as further described in the Undertaking, signed by a duly authorized official of the Issuer, to the Dissemination Agent for dissemination as set forth in Section 6.

*Section 5. EVENTS NOTIFICATION; REPORTABLE EVENTS DISCLOSURE.* The Issuer covenants that it will provide or cause to be provided a written description of Reportable Events Disclosure, in a timely manner and signed by an Authorized Issuer Representative, to the Dissemination Agent for dissemination as set forth in Section 7 hereof. The Dissemination Agent shall have no duty or responsibility to review the determination of the Issuer that such Event is a Reportable Event or the written description of such Reportable Event.

*Section 6. MANNER AND TIME BY WHICH ANNUAL FINANCIAL INFORMATION DISCLOSURE IS TO BE DISSEMINATED BY THE DISSEMINATION AGENT; DUTY OF DISSEMINATION AGENT.* Annual Financial Information will be provided by the Issuer to the Dissemination Agent not less than two (2) business days prior to the date such information must be delivered to the MSRB. Audited Financial Statements will be provided by the Issuer.

Thirty (30) days prior to the date the Issuer is required to provide information to the Dissemination Agent, the Dissemination Agent shall notify the Issuer that such information is due, and shall inform the Issuer (by telephone, confirmed in writing) of any changes known to the Dissemination Agent in the form or media requirements of the MSRB, which has occurred since the date of the last filing by the Issuer (or since the date hereof, as the case may be).

The Dissemination Agent is hereby directed by the Issuer to cause the Annual Financial Information and the Audited Financial Statements to be delivered to EMMA in such manner so that such entities receive the information within two (2) business days after receipt of such information by the Dissemination Agent.

The Dissemination Agent agrees to so disseminate such information in the form delivered to it by the Issuer. The Dissemination Agent is acting hereunder solely in an agency capacity, as

more fully described in Section 14 hereof, and as such is merely a conduit for the Issuer, and shall have no liability or responsibility for the form, accuracy or completeness of any information furnished hereunder. Any information furnished by the Dissemination Agent hereunder may contain a legend to such effect.

The Dissemination Agent shall promptly file a report with the Issuer stating the date the Annual Financial Information Disclosure was filed.

In the event that the Dissemination Agent has not received the Annual Financial Information Disclosure by the dates on which such information is required to be filed, the Issuer hereby instructs the Dissemination Agent to promptly notify the MSRB of such failure, in substantially the form attached hereto as *Exhibit I* and the Dissemination Agent shall promptly deliver to the Issuer a copy of such notification.

*Section 7. MANNER AND TIME BY WHICH REPORTABLE EVENTS DISCLOSURE IS TO BE MADE PUBLIC BY THE DISSEMINATION AGENT.* The Dissemination Agent is hereby directed by the Issuer to cause Reportable Events Disclosure to be delivered to the MSRB, in such manner so that such entity receives the information in a timely manner.

The Dissemination Agent agrees to so disseminate such information in the form delivered to it by the Issuer. The Dissemination Agent is acting hereunder solely in an agency capacity, as more fully described in Section 14 hereof, and as such is merely a conduit for the Issuer, and shall have no liability or responsibility for the accuracy or completeness of any information furnished hereunder. Any information furnished by the Dissemination Agent hereunder may contain a legend to such effect.

The Dissemination Agent shall promptly file a report with the Issuer stating the date the Reportable Events Disclosure was filed.

*Section 8. TRANSMITTAL MEDIA.* All such Annual Financial Information Disclosure or any written description of a Reportable Event shall be furnished by the Issuer to the Dissemination Agent in the form or format required by the MSRB. Such filing shall be made to the following address, or to such other address as may be specified in writing to the Issuer by the Dissemination Agent from time to time:

Zions Bancorporation, National Association  
Attention: Corporate Trust Department  
One South Main, Twelfth Floor  
Salt Lake City, Utah 84133-1109

Unless expressly approved in writing by the Dissemination Agent prior to any filing, information delivered to the Dissemination Agent by facsimile transmission shall not satisfy the obligation of the Issuer to deliver information under this Agency Agreement.

*Section 9. CONSEQUENCES OF FAILURE OF THE ISSUER TO PROVIDE INFORMATION.* In the event that the Issuer shall fail to provide Annual Financial Information Disclosure when the same

is due pursuant to the Undertaking, the Issuer has instructed the Dissemination Agent in Section 6 hereof to notify the MSRB.

A default hereunder (a) shall not be deemed a default under the Resolution and (b) shall not, in and of itself, constitute a violation of any of the Issuer's obligations set forth in the Undertaking.

*Section 10. AMENDMENTS; WAIVER.* Notwithstanding any other provision of this Agency Agreement, the Issuer and the Dissemination Agent may amend this Agency Agreement, and any provision of this Agency Agreement may be waived, if such amendment or waiver is supported by a resolution of the Issuer authorizing such amendment or waiver.

*Section 11. TERMINATION OF THIS AGENCY AGREEMENT.* Either party to this Agency Agreement may terminate this Agency Agreement by giving written notice to the other party at least 30 days prior to such termination. The Dissemination Agent shall be fully discharged at the time any such termination is effective. The Issuer is not required to appoint a successor Dissemination Agent.

*Section 12. ADDITIONAL INFORMATION.* Nothing herein shall be deemed to prevent the Issuer from delivering any other information to the Dissemination Agent, using the means of dissemination set forth herein or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event in addition to that which is required hereby. If the Issuer includes any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required hereby, the Issuer shall have no obligation hereunder to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

*Section 13. INDEMNIFICATION.* The Issuer agrees to hold harmless and to indemnify the Dissemination Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) that may be incurred by the Dissemination Agent by reason of, or in connection with the performance of its duties, the exercise of any of its powers or rights, or the disclosure of information in accordance with this Agency Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful misconduct or negligence of the Dissemination Agent in the performance of its express duties hereunder.

*Section 14. RIGHTS, DUTIES AND LIMITATIONS WITH RESPECT TO THE DISSEMINATION AGENT.*

(a) The Dissemination Agent undertakes to perform such duties and only such duties as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agency Agreement against the Dissemination Agent.

(b) In the absence of bad faith on its part, the Dissemination Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Dissemination Agent and conforming to the requirements hereof.

(c) In the case of any Annual Financial Information Disclosure or any Reportable Events Disclosure or any opinions which by any provision hereof are specifically required to be furnished to the Dissemination Agent, the Dissemination Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of Section 8 hereof, but shall be under no duty to verify independently or investigate the accuracy or completeness of any information contained therein or the correctness of any opinion furnished hereunder.

(d) No provision of this Agency Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, including without limitation any written direction signed by an Authorized Issuer Representative.

(f) Any information, including the Annual Financial Information Disclosure or a description of a Reportable Event of the Issuer mentioned herein shall be sufficiently authenticated for purposes of dissemination hereunder if it is accompanied by a written instrument signed by an Authorized Issuer Representative.

(g) The Dissemination Agent may consult with counsel of its choice and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon, it being understood for purposes of this provision, that such counsel may be counsel to the Issuer.

(h) The Dissemination Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document.

*Section 15. COMPENSATION.* The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Agency Agreement, in an amount to be agreed upon from time to time hereunder and to reimburse the Dissemination Agent upon its request for all reasonable expenses, disbursements and advances incurred by the Dissemination hereunder (including any reasonable compensation and expenses of counsel) except any such expense, disbursement or advance that may be attributable to its negligence or bad faith.

*Section 16. BENEFICIARIES.* This Agency Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent, and shall create no rights in any other person or entity.

*Section 17. RECORDKEEPING.* The Dissemination Agent shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure including the content of such disclosure, the names of the entities where such disclosure was filed and the date of filing such disclosure, any return receipts from the entities receiving such disclosure, and copies of such

information shall be available to the Issuer upon reasonable request the payment of reasonable copying and delivery charges. Nothing herein shall require or permit delivery of any Annual Financial Information, Audited Financial Statements or Reportable Events Disclosure to any Bondholder, broker, prospective investor or any other third party by the Dissemination Agent.

*Section 18. GOVERNING LAW.* This Agency Agreement shall be governed by the laws of the State of Utah.

*Section 19. COUNTERPARTS.* This Agency Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*(Signature page follows.)*

DATED as of the day and year first above written.

BOARD OF EDUCATION OF WEBER SCHOOL  
DISTRICT, UTAH

[SEAL]

By \_\_\_\_\_  
President

Address: 5320 South Adams Avenue Parkway  
Washington Terrace, Utah 84405

ATTEST AND COUNTERSIGN:

By \_\_\_\_\_  
Business Administrator

ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION, as Dissemination Agent

By \_\_\_\_\_  
Trust Officer

Address: Zions Bancorporation, National  
Association  
Attention: Corporate Trust Department  
One South Main, Twelfth Floor  
Salt Lake City, Utah 84133-1109

**EXHIBIT I**

**FORM OF**

**NOTICE OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION  
PURSUANT TO SECTION (b)(5) OF RULE 15C2-12**

NAME OF ISSUER: Board of Education of Weber School District, Utah (the “*Issuer*”)

**NAME OF BONDS**

**CUSIP Nos.**

General Obligation School Building Bonds  
(Utah School District Bond Guaranty Program)  
Series 2023

Responsive to Section (b)(5)(i)(D) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, notice is hereby given that the Board of Education of Weber School District, Utah (the “*Issuer*”), failed to file annual financial information by the date set forth in the continuing disclosure undertaking relating to its general obligation bonds referenced above. Because \_\_\_\_\_, the Issuer did not provide such information when due. However, the Issuer provided such annual financial information as soon as \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_

BOARD OF EDUCATION OF WEBER SCHOOL  
DISTRICT, UTAH

By \_\_\_\_\_  
Business Administrator