

This First Amendment to Issuing and Paying Agent Agreement (this "First Amendment") is dated as of March 1, 2023, by and between U.S. Bank Trust Company, National Association (the "Bank") with offices at 100 Wall Street, Suite 600, New York, New York 10005 and the City of Fort Worth, Texas, a Texas home-rule municipality with offices at 200 Texas Street, Fort Worth, Texas 76102 (the "City"). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions.

(a) Pursuant to the Ordinance defined below, the City has authorized the issuance and reissuance from time-to-time of its tax-exempt commercial paper notes (the "Commercial Paper Notes") in the aggregate principal amount not to exceed \$150,000,000 outstanding at any time.

(b) The City authorized the issuance of the Commercial Paper Notes pursuant to its "Ordinance approving and authorizing the issuance by the City of Fort Worth, Texas of its Water and Sewer System Commercial Paper Notes, Callable CP Series, in an aggregate principal amount at any one time outstanding not to exceed \$150,000,000 to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including the appointment of an Issuing and Paying Agent, a Dealer and a Calculation Agent and approval of an Issuing and Paying Agent Agreement, a Dealer Agreement and a Calculation Agent Agreement; approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date", adopted on December 5, 2017 (the "2017 Ordinance").

(c) Pursuant to the Ordinance, the City and the Bank executed and delivered, and there remains in effect, that certain Issuing and Paying Agent Agreement dated as of December 1, 2017 (the "2017 Issuing and Paying Agent Agreement").

(d) There are currently no Commercial Paper Notes outstanding.

(e) On February 14, 2023, the City adopted an ordinance (the "2023 Ordinance") to increase the aggregate principal amount at any one time outstanding not to exceed \$225,000,000 and to authorize the execution of this First Amendment to Issuing and Paying Agent Agreement, and to authorize additional changes to conform documents, including the 2017 Issuing and Paying Agent Agreement, to changes in federal and state law enacted subsequent to the effective date of the 2017 Ordinance.

(f) For all purposes, the term "Agreement" shall mean the 2017 Issuing and Paying Agent Agreement as amended by the First Amendment; the term "Ordinance" shall mean, collectively, the 2017 Ordinance and the 2023 Ordinance; the term "Calculation Agent Agreement" shall mean the Calculation Agent Agreement dated as of December 1, 2017, between the City and Hilltop Securities Inc., as amended by the First Amendment to Calculation Agent Agreement dated as of March 1, 2023, between the City and Hilltop Securities Inc.; and the term "Dealer Agreement" shall mean the Dealer Agreement dated as of December 1, 2017,

between the City and J.P. Morgan Securities LLC, as amended by the First Amendment to the Dealer Agreement dated as of March 1, 2023, between the City and J.P. Morgan Securities LLC.

Section 2. Amendments to 2017 Issuing and Paying Agent Agreement.

(a) For all purposes, any reference in the 2017 Issuing and Paying Agent Agreement to (i) \$150,000,000 shall be deemed to read and mean \$225,000,000 and (ii) U.S. Bank National Association shall be deemed to read and mean U.S. Bank Trust Company, National Association.

(b) Section 19(b) of the 2017 Issuing and Paying Agent Agreement is amended to address changes to notice to the Bank and the City, to read as follows:

“All communications to Bank by or on behalf of City or a Dealer, by writing or telephone, which relate to the completion, delivery or payment of any Commercial Paper Note, are to be delivered to Bank via SPANS Online. If SPANS Online is not functioning, communications may be directed to Commercial Paper Operations at the fax number or email address indicated below or to such other address or telephone number as Bank specifies to City in writing.

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, NY 10005

Attention: Commercial Paper Operations
Facsimile No.: (212) 509-4529
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

Notices and other communications hereunder to Bank (other than communications that relate to the completion, delivery or payment of any Commercial Paper Note) or to City are to be directed to the address or telephone number indicated below, or to such other address or telephone number as the party receiving such notice shall have previously specified in writing to the party sending such notice:

If to City at:

City of Fort Worth, Texas
200 Texas Street, Third Floor
Fort Worth, Texas 76102
Attention: Chief Financial Officer/Director of Financial Management Services
Telephone: (817) 392-8500
Fax: (817) 392-8966
E-Mail: reginald.zeno@fortworthtexas.gov

With a copy to the City Law Department at the same address.

If to Bank at:

U.S Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, NY 10005

Attention: Corporate Trust Administration
Facsimile No.: (212) 509-3384
Telephone No.: (212) 951-8561”

(c) The 2017 Issuing and Paying Agent Agreement is amended by amending sections 23, 24 and 29 to read as follows:

“**23. No Israel Boycott.** To the extent this Agreement constitutes an agreement for the provision of goods and services, pursuant to Section 2270.002, Texas Government Code, Bank hereby represents that as a “Company”, as defined in Section 808.001, Texas Government Code, Bank, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, does not Boycott Israel and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, Bank, as a “Company”, as defined in Section 808.001, Texas Government Code, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank, agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, “Boycott Israel” shall have the meaning given such term in Section 808.001, Texas Government Code.

24. Foreign Terrorist Organization. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution of this Agreement, Bank hereby represents and warrants that as a “Company”, as defined in Sections 806.001 and 807.001, Texas Government Code, Bank, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank, is not a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code. The term “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

29. Tax Reporting. Bank shall have no responsibility for the tax consequences of this Agreement and City shall consult with independent counsel concerning any and all tax matters. City shall provide IRS Form W-9 or Form W-8 for each payee hereunder. If such tax documentation is not so provided, Bank is authorized to withhold taxes as required by applicable U.S. federal law or regulation. To the extent required by the Internal Revenue Code or regulations promulgated thereunder, Bank shall report the amount of interest paid or the amount treated as interest accrued on the Commercial Paper Notes which is required to be reported by the holders of the Commercial Paper Notes on their returns of federal income tax, or assure that such report is made, to such holders and the Internal Revenue Service.”

(d) The 2017 Issuing and Paying Agent Agreement is amended by adding new sections 33, 34, 35 and 36, to read as follows:

“**33. Chapter 2274, Texas Government Code (No Discrimination Against Fossil-Fuel Companies).** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with,

or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Bank within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

34. Chapter 2274, Texas Government Code (No Discrimination Against Firearm Entities and Firearm Trade Associations). To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this Section, Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Bank within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

35. Attorney General Standing Letter. Bank represents that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications in Sections 23, 24, 33 and 34 of this Agreement in a form acceptable to the Texas Attorney General. In addition, if Bank or the parent company, a wholly- or majority-owned subsidiary or another affiliate of Bank receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a “Comptroller Request Letter”), Bank shall promptly notify City and Co-Bond Counsel (if it has not already done so) and provide to City or Co-Bond Counsel, upon request by City or Co-Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that Bank (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of Bank that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

36. Electronic Transmission; Electronic Signatures. Bank shall not have any duty to confirm that the person purporting to send on behalf of City any notice, instruction or other communication (a “Notice”) by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Bank) shall be deemed original signatures for all purposes. City assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Bank, including without limitation the risk of Bank acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Bank in lieu of, or in addition to, any such electronic Notice.”

(e) Exhibit A to the 2017 Issuing and Paying Agent Agreement is amended to read as follows:

**“EXHIBIT A
Certificate of Authorized Representatives**

We are the officers and employees of the City of Fort Worth, Texas (the "City") as specified below. We are duly authorized pursuant to Ordinance No. 23028-12-2017 and Ordinance No. ____-02-2023 (collectively, the "Ordinance") with respect to the City’s Water and Sewer System Commercial Paper Notes, Callable CP Series, established by the Ordinance in an aggregate principal amount at any one time outstanding not to exceed \$225,000,000 (the "Commercial Paper Notes"). The signature of each Authorized Representative is set forth beside their respective names.

<u>Authorized Representatives</u>	<u>Title</u>	<u>Signature</u>
David Cooke	City Manager	_____
Reginald Zeno	Chief Financial Officer	_____
Jay Rutledge	Treasury Supervisor	_____
John Samford	Assistant Finance Director	_____
Alex Laufer	Debt and Compliance Manager	_____

Executed this ____ day of _____, 2023.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this ____ day of _____, 2023.

Notary Public

(Notary Seal)”

Section 3. Miscellaneous.

(a) Except as amended by this First Amendment, the 2017 Issuing and Paying Agent Agreement remains in full force and effect.

(b) This First Amendment may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The delivery of copies of this First Amendment as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

(c) This First Amendment shall be effective as of the execution and delivery of that certain First Amendment to Issuing and Paying Agent Agreement between the City and U.S. Bank Trust Company, National Association, dated as of March 1, 2023.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

CITY OF FORT WORTH, TEXAS

By: _____

Name: David Cooke
Title: City Manager

ATTEST:

By: _____

(SEAL)

Name: Jannette S. Goodall
Title: City Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____