

This Second Amendment to Issuing and Paying Agent Agreement, dated as of March 27, 2025 (this "Second Amendment"), is 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 100 Fort Worth Trail 12th Floor, 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 2017 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 2017 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) 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, to authorize the execution of a First Amendment to Issuing and Paying Agent Agreement (the "First Amendment"), 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.

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

(f) On February 25, 2025, the City adopted an ordinance (the "2025 Ordinance") to increase the aggregate principal amount at any one time outstanding not to exceed \$700,000,000, to authorize the execution of this Second Amendment, and to authorize additional changes to conform documents, including the 2017 Issuing and Paying Agent Agreement and the First Amendment, to changes in state law enacted subsequent to the effective date of the 2023 Ordinance.

(g) For all purposes, the term "Agreement" shall mean the 2017 Issuing and Paying Agent Agreement, as amended by the First Amendment, and as further amended by this Second Amendment; the term "Ordinance" shall mean, collectively, the 2017 Ordinance, the 2023 Ordinance and the 2025 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, and the Second Amendment to Calculation Agent Agreement, dated as of March 27, 2025, 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 Dealer Agreement, dated as of March 1, 2023, and the Second Amendment to Dealer Agreement, dated as of March 27, 2025, 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 \$225,000,000 shall be deemed to read and mean \$700,000,000.

(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
100 Fort Worth Trail, 12th 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 and 24 to read as follows:

"23. Reserved.

24. Reserved."

(d) The 2017 Issuing and Paying Agent Agreement is amended by replacing sections 33, 34 and 35 with the following new section 33:

"33. State Law Verifications. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of verifications below during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) The Bank hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(b) The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) The Bank hereby verifies that it and any of 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 against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) The Bank hereby verifies that it and any of 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) The Bank further verifies that it has on file with the Attorney General of the State (the "Attorney General") a standing letter with respect to the representations and verifications in subsections (a) – (d) above, in a form accepted by the Attorney General, and such letter remains in effect as of the date of this Agreement. The Bank agrees that it will not rescind any applicable standing letter at any time for so long as the Bank remains the Issuing and Paying Agent for the Commercial Paper Notes unless the same is immediately replaced with a standing letter acceptable to the Attorney General. The Bank agrees to provide to the City or Bond Counsel, upon request by the City or Bond Counsel, written verification to the effect that its standing letter with the Attorney General remains in effect and may be relied upon by the City and the Attorney General, which may be in the form of an e-mail."

(e) Section 36 of the 2017 Issuing and Paying Agent Agreement is hereby renumbered as section 34.

(f) 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, Ordinance No. 25970-02-2023 and Ordinance No. ____-02-2025 (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 \$700,000,000 (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>
Jesus "Jay" Chapa	City Manager	_____
Reginald Zeno	Chief Financial Officer	_____
Tony Rousseau	Assistant Finance Director	_____

Alex Laufer Debt Manager _____

Jay Rutledge Financial Services Manager _____

Executed this ____ day of _____, 2025.

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 _____, 2025.

Notary Public

(Notary Seal)"

Section 3. Miscellaneous.

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

(b) This Second 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 Second 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 Second Amendment shall be effective as of the execution and delivery of this Second Amendment by both parties hereto.

[Execution Page Follows]

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

CITY OF FORT WORTH, TEXAS

By: _____
Name: Jesus "Jay" Chapa
Title: City Manager

ATTEST:

By: _____
Name: Jannette S. Goodall
Title: City Secretary

(SEAL)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____