

This First Amendment to Dealer Agreement, dated as of March 1, 2023 (this "First Amendment"), is between the CITY OF FORT WORTH, TEXAS (the "City") and J.P. MORGAN SECURITIES LLC. (the "Dealer"). 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 "Ordinance").

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

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

(e) On February 14, 2023, the City adopted an ordinance amending the 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 Dealer Agreement, and to authorize additional changes to conform documents, including the 2017 Dealer Agreement, to changes in federal and state law enacted subsequent to the effective date of the Ordinance.

(f) For all purposes, the term "Agreement" shall mean the 2017 Dealer 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 "Issuing and Paying Agent Agreement" shall mean the Issuing and Paying Agent Agreement dated as of December 1, 2017, between the City and U.S. Bank National Association, as amended by the First Amendment to Issuing and Paying Agent Agreement dated as of March 1, 2023, between the City and U.S. Bank Trust Company, National Association.

Section 2. Amendments to 2017 Dealer Agreement.

(a) For all purposes, any reference in the 2017 Dealer 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 14(a) of the 2017 Dealer Agreement is amended to read as follows:

The City:

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

(c) The 2017 Dealer Agreement is amended by amending section 16 and by adding new sections 17, 18, 19 and 20, to read as follows:

“Section 16. 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, the Dealer hereby represents that as a “Company”, as defined in Section 808.001, Texas Government Code, the Dealer, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Dealer, does not Boycott Israel and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Dealer, 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 the Dealer, 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.

Section 17. Foreign Terrorist Organization. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution of this Agreement, the Dealer hereby represents and warrants that as a "Company", as defined in Sections 806.001 and 807.001, Texas Government Code, Dealer, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Dealer, is not a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 and 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.

Section 18. 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, the Dealer 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, the Dealer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Dealer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 19. 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, the Dealer 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, the Dealer understands “affiliate” to mean an entity that controls, is

controlled by, or is under common control with the Dealer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

20. Attorney General Standing Letter. The Dealer represents that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications in Sections 16 through 19 of this Agreement in a form acceptable to the Texas Attorney General. In addition, if the Dealer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Dealer 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”), the Dealer shall promptly notify the City and Co-Bond Counsel (if it has not already done so) and provide to the City or Co-Bond Counsel, upon request by the 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 the Dealer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Dealer 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.”

(d) Appendix A to the 2017 Dealer Agreement is amended to read as follows:

“APPENDIX 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 specimen signature of each Authorized Representative is set forth beside their respective names.

<u>Authorized Representatives</u>	<u>Title</u>	<u>Specimen Signature</u>
Reginald Zeno	Chief Financial Officer	_____
Jay Rutledge	Treasury Supervisor	_____
John Samford	Assistant Finance Director	_____

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 Seal)

Notary Public

Section 3. Miscellaneous.

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

(b) This First Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this First Amendment.

(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

J.P. MORGAN SECURITIES LLC

By: _____

Name: _____

Title: _____