

March __, 2022

City of Fort Worth, Texas
200 Texas Street
Fort Worth, Texas 76102

Re: \$72,185,000 City of Fort Worth, Texas Tax Notes, Series 2022

Ladies and Gentlemen:

Webster Bank, National Association, and its successors or assigns as restricted herein (collectively, the "Purchaser"), hereby offers to purchase from the City of Fort Worth, Texas (the "City" or the "Issuer") the captioned Notes (the "Notes"), and, upon acceptance of this offer by the Issuer, such offer will become a binding agreement between the Purchaser and the Issuer. This offer must be accepted by 11:59 p.m., Central time, March 8, 2022, and if not so accepted will be subject to withdrawal. Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Ordinance (defined below).

1. Purchase Price: The purchase price for the Notes will be at par.
2. Terms of Note: The Notes shall be sold for cash, will be approved by the Attorney General of the State of Texas, and will be initially delivered in the form of one fully-registered Note representing the full maturity amount of the Note of \$72,185,000, payable in annual installments on March 1 in each of the years 2023 through 2029, in the amounts set forth in the Ordinance. The Notes shall bear interest from the date of initial delivery of the Notes to the Purchaser at the interest rate of 1.73% per annum, with interest on the Notes payable on September 1, 2022, and on each March 1 and September 1 thereafter until maturity or prior prepayment.

The unpaid principal of the Notes shall be subject to prepayment at the option of the Issuer, in whole or in part, on any date, at a prepayment price equal to the principal to be prepaid plus accrued interest to the date of prepayment, upon the Issuer providing to the Purchaser thirty (30) days prior written notice of the prepayment, specifying the date of prepayment. The Notes shall have such other terms and conditions as are set forth in the ordinance authorizing the issuance of the Notes adopted by the City Council of the Issuer on March 8, 2022 (the "Ordinance"). The Purchaser acknowledges receipt prior to the date hereof of a draft of the Ordinance. The Notes shall be secured by and payable from ad valorem taxes of the Issuer, in the manner described in the Ordinance.

3. Closing: At the Closing (defined below) the Issuer shall deliver, and the Purchaser shall purchase, the Notes. Upon payment of the purchase price therefor, the Issuer shall deliver the Notes to the Purchaser. Payment of the purchase price and delivery of the Notes shall occur at 10:00 a.m. Central time, on March 29, 2022, or at such other time as shall be mutually agreed upon by the Issuer and the Purchaser (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, or such other location as may be mutually agreed upon by the Issuer and the Purchaser.
4. Paying Agent/Registrar: The Notes will be fully registered as to principal and interest, and the Purchaser shall serve as the initial paying agent and registrar for the Notes.
5. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Notes, unless the following requirements have been satisfied prior to Closing:
 - (a) The Issuer shall have adopted the Ordinance.

- (b) The Purchaser shall have received a certified copy of the Ordinance.
- (c) The Purchaser shall have received a certificate executed by an authorized officer of the Issuer that no litigation of any nature has been filed or, to the best of his or her knowledge, threatened, pertaining to, affecting or contesting: (1) the issuance, delivery, payment, security or validity of the Notes; (2) the ability of the Issuer or the authority of the officers of the Issuer to issue, execute and deliver the Notes; or (3) the boundaries of the Issuer.
- (d) The Notes shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
- (e) McCall, Parkhurst & Horton L.L.P. and Kelly Hart & Hallman LLP, Co-Bond Counsel, shall have issued their approving legal opinion as to the due authorization, issuance and delivery of the Notes and as to the exemption of the interest thereon from federal income taxation.
- (f) The Issuer shall have executed a Federal Tax Certificate and IRS Form 8038-G with respect to the Notes.
- (g) Nothing shall have occurred prior to the Closing which in the reasonable judgment of the Purchaser has had or could reasonably be expected to have a materially adverse effect on the Issuer's business, property or financial condition.

The Issuer shall not have any obligation to consummate the sale of the Notes unless the Purchaser shall provide to the Issuer, its Co-Financial Advisor and Co-Bond Counsel within five (5) Business Days of the Closing an executed Issue Price Certificate in the form provided by Bond Counsel.

6. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Notes. The Purchaser is a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act of 1933, as amended), accustomed to purchasing tax-exempt obligations such as the Notes. McCall, Parkhurst & Horton L.L.P. and Kelly Hart & Hallman LLP, Co-Bond Counsel, have not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the Issuer or the Notes, and the Purchaser has not looked to Co-Bond Counsel for, nor has Co-Bond Counsel made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Notes. The Notes (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the Issuer, particularly with respect to its ability to pay obligations supported by the ad valorem taxes of the Issuer, such as the Notes. The Purchaser has had the opportunity to obtain information from the Issuer regarding the financial condition of the Issuer and has received from the Issuer all information that it has requested in order for it to assess and evaluate the security and source of payment for the Notes. The Purchaser is purchasing the Notes for its own account or for that of an affiliate as evidence of a loan to the Issuer and has no intention to make a public distribution or sale of the Notes. In no event will the Purchaser sell the Notes, other than through loan participations to a purchaser which is a Qualified Institutional Buyer (as defined in Rule 144A under the Securities Act of 1933, as amended).

7. Financial Information: In consideration of the purchase of the Notes by the Purchaser, while the Notes are outstanding, the Issuer shall deliver to the Purchaser its annual audited financial statements, including operating statistics, within 270 days of the Issuer's fiscal year end, or, if the audit has not been completed, a copy of the Issuer's unaudited financial statements within such time period with the annual audited financial statements provided within 30 days of their availability. The Issuer shall also provide the Purchaser with such other financial reports as the Purchaser may reasonably request.
8. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDINANCE, THE ATTORNEY GENERAL OPINION, THE OPINION OF CO-BOND COUNSEL AND THE NOTES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.
9. Compliance with Section 2252.908, Texas Government Code: The Purchaser is a wholly-owned subsidiary of Webster Financial Corporation, a publicly-traded company, and is exempt from the disclosure filing requirements under Section 2252.908(c)(4), Texas Government Code.
10. No Boycott of Israel: The Purchaser hereby represents, warrants and verifies that, to the extent that this Purchase Agreement is a contract to which Chapter 2271, Texas Government Code, as amended, applies, and subject to applicable federal law, the Purchaser, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Purchaser, (i) does not boycott Israel or (ii) will not boycott Israel during the term of this Purchase Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this Section have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended. The Purchaser understands the term "affiliate" as used in this Section to mean an entity that controls, is controlled by, or is under common control with the Purchaser and exists to make a profit.
11. Iran, Sudan and Foreign Terrorist Organizations: The Purchaser hereby represents, warrants and verifies that, to the extent this Purchase Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Purchaser, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Purchaser is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code, as amended. The Purchaser understands the term "affiliate" as used in this Section to mean an entity that controls, is controlled by, or is under common control with such Purchaser and exists to make a profit.
12. Verification Regarding Energy Company Boycotts: To the extent this Purchase 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 Purchaser 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 Purchase Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill 13) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill 13), 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 Texas law; or (B) does business with a company described by (A) above.

13. Verification Regarding Discrimination Against Firearm Entity or Trade Association: To the extent this Purchase 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 Purchaser 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 against a firearm entity or firearm trade association during the term of this Purchase Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

“discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill 19), (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,

“firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill 19, as 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 (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

“firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill 19), means any 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 (the “IRC”), as an organization described by section 501(c) of the IRC.

For purposes of this Section, the Purchaser understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. In addition to the verifications provided in this Section, the Purchaser represents that it (i) has reviewed the “All Bond Counsel” letter issued by the Office of the Attorney General of Texas dated September 22, 2021 (the “ABC Letter”) and (ii) is compliant with the terms of the ABC Letter, including specifically such Purchaser’s submission of a letter consistent with the terms of the ABC Letter.

14. Compensation of Purchaser’s Counsel: The City agrees to pay the fees of the Purchaser’s counsel in connection with the purchase of the Notes, which payment of such fees by the City will not exceed, for services provided in connection with the purchase of the Notes, \$12,500.
15. Counterparts: This Purchase Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute on and the same instrument. This Purchase Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by electronic mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.
16. Effective Date and Term of Purchase Agreement: This Purchase Agreement is to be effective on the date first written above and shall terminate upon the payment by the Purchaser to the Issuer of the agreed purchase price of the Notes set forth in Section 1 hereof in exchange for delivery of the Notes by the Issuer to the Purchaser, unless terminated earlier pursuant to the terms hereof.

[Execution Page Follows]

If this Purchase Agreement meets with the Issuer's approval, please execute it in the place provided below.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ACCEPTED BY THE CITY OF FORT
WORTH, TEXAS:

City Manager

City Secretary

(SEAL)