

December 15, 2020

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

Re: \$\_\_\_\_\_ City of Fort Worth, Texas Tax Notes, Taxable Series 2021B

Ladies and Gentlemen:

\_\_\_\_\_, and its successors or assigns as restricted herein (collectively, the "Purchaser"), hereby offers to purchase from the City of Fort Worth, Texas (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, December 15, 2020, 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, less an origination fee of \$\_\_\_\_\_.
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 \$\_\_\_\_\_, payable in annual installments on March 1 in each of the years 2022 through 2026, 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 \_\_\_\_\_% per annum, with interest on the Notes payable on September 1, 2021, and on each March 1 and September 1 thereafter until maturity or prior prepayment. Installment deliveries of the Notes may be made as provided for in the Ordinance.

The unpaid principal of the Notes shall be subject to prepayment at the option of the Issuer, in whole or in part, on September 1, 2021 and on any date thereafter, at a prepayment price equal to the principal to be prepaid plus accrued interest to 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 December 15, 2020 (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 January \_\_, 2021, 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 BOKF, NA, Dallas, Texas, 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.
  - (f) 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, the Issuer shall deliver its comprehensive annual financial report (“CAFR”) for the fiscal year ended September 30, 2020, by email to \_\_\_\_\_ within nine (9) months of the end of such fiscal year; provided, however, if the CAFR is not available on or before Closing, the Issuer shall provide unaudited financial information pending the delivery of the CAFR.
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 hereby confirms to the Issuer that it has made a disclosure filing to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code. Within thirty (30) days of receipt of the disclosure filings from the Purchaser, the Issuer will acknowledge receipt of the disclosure filings from the Purchaser in accordance with the rules of the Texas Ethics Commission.
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. 2021A Tax Notes: The Purchaser acknowledges the sale by the City on the date hereof of its Tax Notes, Series 2021A, to be delivered concurrently with the delivery of the Notes.
13. 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 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.

*{Signatures begin on next page}*

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

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED BY THE CITY OF FORT  
WORTH, TEXAS:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

(SEAL)