

DEPOSIT AGREEMENT

BOKF, NA (the “Bank”), as paying agent for the City of Fort Worth, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013C (the “Obligations”) issued by the City of Fort Worth, Texas (the “Issuer”) hereby acknowledges, agrees and certifies for the benefit of the Issuer and the owners of the Obligations as follows:

1. The Bank understands that certain maturities of the Obligations, as described in the notice of redemption attached hereto as **Exhibit A** (referred to herein as the “Called Obligations”), have been called for cancellation and redemption on March 22, 2023 (the “Redemption Date”).

2. The Bank acknowledges that the total amount due on the Redemption Date for such Called Obligations is \$9,176,760.16, representing principal in the amount of \$9,155,000.00 plus accrued interest in the amount of \$21,760.16. Funds in payment of such principal and interest will be deposited with the Bank upon receipt of such funds from the Issuer on or before the Redemption Date.

3. The Bank acknowledges that the fees and expenses due to the Bank with respect to the Called Obligations to and through their redemption and final payment have been paid or will be duly provided for. The Bank will continue to act as paying agent for the Called Obligations under the existing paying agent agreement with the only remedy for nonpayment of its fees being an action for amounts owing under such agreement.

4. The Bank acknowledges receipt of notice of redemption of the Called Obligations to effect the redemption of the Called Obligations on the Redemption Date.

5. The Issuer certifies that it will cause to be deposited the amounts stated in paragraphs 2 and 3 with the Bank on or before the Redemption Date.

6. The Bank shall deposit any moneys received from the Issuer for the payment of the Called Obligations into one or more trust accounts to be held in an agency capacity, with such moneys to be collateralized to the extent required by law.

7. The Bank represents and warrants, for purposes of Section 2252.908 of the Texas Government Code, that the Bank is a wholly owned subsidiary of a publicly traded business entity.

8. Pursuant to Section 2271.002, Texas Government Code, the Bank hereby represents that as a “Company”, as defined in Section 808.001, Texas Government Code, the 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, the 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 the 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 2271.002, Texas Government Code.

9. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution of this Agreement, the Bank hereby represents and warrants that as a “Company”, as defined in Section 808.001, Texas Government Code, the Bank, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, (i) does not engage in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 808 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, and (ii) is not a company listed by the Texas Comptroller of Public Accounts under Sections 808.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

10. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended and Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session) as amended, the value of services to be provided by the Bank under this Deposit Agreement will not exceed \$100,000; therefore, the provisions of each of the cited statutory provisions do not apply to this Deposit Agreement.

11. This Deposit Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Deposit Agreement. The delivery of copies of this Deposit Agreement as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

[Execution Page Follows]

EXECUTED as of February 14, 2023.

CITY OF FORT WORTH, TEXAS

City Manager

(SEAL)

City Secretary

APPROVED AS TO FORM:

City Attorney

BOKF, NA

By: _____
Name: _____
Title: _____

**EXHIBIT A
NOTICE OF REDEMPTION**

(attached)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Comb. Tax & Rev C/O's, Series 2013C, S13C:					
SERIALS	03/01/2025	3.375%	920,000.00	03/22/2023	100.000
	03/01/2026	3.500%	915,000.00	03/22/2023	100.000
	03/01/2027	3.750%	915,000.00	03/22/2023	100.000
	03/01/2028	5.000%	915,000.00	03/22/2023	100.000
	03/01/2029	4.000%	915,000.00	03/22/2023	100.000
	03/01/2030	4.000%	915,000.00	03/22/2023	100.000
	03/01/2031	4.125%	915,000.00	03/22/2023	100.000
	03/01/2032	4.250%	915,000.00	03/22/2023	100.000
	03/01/2033	4.375%	915,000.00	03/22/2023	100.000
	03/01/2034	4.375%	915,000.00	03/22/2023	100.000
			9,155,000.00		