

BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS, PROVIDING FOR THE ISSUANCE OF CITY OF FORT WORTH, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$94,000,000; PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF A TAX SUFFICIENT TO PAY THE INTEREST ON SAID CERTIFICATES OF OBLIGATION AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AT MATURITY; PLEDGING CERTAIN REVENUES IN SUPPORT OF SAID CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS :
COUNTIES OF TARRANT, DENTON, WISE, PARKER AND JOHNSON :
CITY OF FORT WORTH :

WHEREAS, the City of Fort Worth, Texas (the "City" or the "Issuer"), is a "home-rule" city operating under a home-rule charter adopted pursuant to Section 5 of Article XI of the Texas Constitution, with a population according to the latest federal decennial census of in excess of 50,000, and with outstanding long-term indebtedness that is rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, on the 14th day of February, 2023, the City Council of the City passed an ordinance authorizing and directing notice of its intention to issue the Certificates of Obligation herein authorized to be issued, to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code, in an amount not to exceed \$94,000,000; and

WHEREAS, the City caused said notice of intention to be published in the *Fort Worth Star-Telegram* on February 17, 2023 and February 24, 2023, and said notice of intention was continuously posted on the City’s Internet website beginning on February 16, 2023; and

WHEREAS, no petition, signed by 5% of the qualified electors of the Issuer as permitted by Section 271.049 of the Texas Local Government Code protesting the issuance of such Certificates of Obligation, has been filed; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, due to fluctuating conditions in the public debt markets, the City Council, in adopting this Ordinance, is delegating the sale and delivery of the Certificates of Obligation hereinafter authorized to the Pricing Officer, as defined herein, subject to the parameters set forth in this Ordinance; and

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code, and Chapter 1371 of the Texas Government Code ("Chapter 1371");

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:

Section 1. **DEFINITIONS.** That as used in this Ordinance, unless a different meaning clearly appears from the context, the capitalized terms set forth in this Ordinance shall have the meaning set forth below. Any reference in this Ordinance to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in **Exhibit A** to this Ordinance.

The term "*Attorney General*" shall mean the Attorney General of the State.

The term "*Authentication Certificate*" shall have the meaning given said term in Section 6(a) hereof.

The term "*Authorized Denomination*" shall mean \$5,000 and any integral multiple of \$5,000.

The term "*Authorized Representative*" means the City Manager and the Chief Financial Officer/Director of Financial Management Services of the City, acting individually but not collectively.

The term "*Bidding Instructions*" means the Notice of Sale and Bidding Instructions distributed to potential purchasers of Certificates sold pursuant to a competitive sale.

The term "*Business Day*" shall mean a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the States of Texas or New York are authorized or required by law or executive order to remain closed or the New York Stock Exchange or DTC is closed.

The terms "*Certificates*" and "*Certificates of Obligation*" shall mean and include collectively the Initial Certificate and all substitute Certificates of Obligation exchanged therefor, as well as all other substitute Certificates of Obligation and replacement Certificates of Obligation issued pursuant hereto; and the term "*Certificate*" shall mean any of the Certificates.

The terms "*City*" and "*Issuer*" shall mean the City of Fort Worth, Texas.

The term "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

The term "*Comptroller*" shall mean the Comptroller of Public Accounts of the State.

The term "*Defeasance Securities*" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured

by the agency or instrumentality, and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

The term "*Defeased Certificate*" shall have the meaning given said term in Section 23(a) hereof.

The term "*Designated Trust Office*" shall have the meaning given said term in Section 6(a) hereof.

The term "*DTC*" shall have the meaning given said term in Section 17 hereof.

The term "*Eligible Investments*" shall mean those investments in which the City is now or hereafter authorized by law (including, but not limited to, Chapter 2256, Texas Government Code) and its investment policy to purchase, sell and invest its funds and funds under its control.

The term "*Fiscal Year*" shall mean the regular fiscal year used by the City, which currently runs from October 1 through September 30, or any twelve consecutive months period established by the City.

The term "*Initial Certificate*" shall have the meaning given said term in Section 3(a) hereof.

The term "*Interest and Redemption Fund*" shall have the meaning given said term in Section 8 hereof.

The term "*MAC*" means the Municipal Advisory Council of Texas.

The term "*MSRB*" shall mean the Municipal Securities Rulemaking Board.

The term "*Official Bid Form*" means the bid form prepared in accordance with the Bidding Instructions and submitted by potential purchasers of any Certificates sold pursuant to a competitive sale.

The term "*Official Statement*" shall have the meaning given said term in Section 3(c) hereof.

The term "*Paying Agent/Registrar*" shall have the meaning given said term in Section 6(a) hereof.

The term "*Preliminary Official Statement*" shall have the meaning given said term in Section 3(c) hereof.

The term "*Pricing Officer*" means the City Manager and the Chief Financial Officer/Director of Financial Management Services of the City, acting individually but not collectively.

The term "*Pricing Certificate*" shall have the meaning given said term in Section 3(b) hereof.

The term "*Purchase Agreement*" means a purchase agreement (i) between the City and the Underwriters, pertaining to the purchase of the Certificates by the Underwriters sold through a negotiated sale conducted as a public underwriting, and (ii) between the City and the Purchaser, pertaining to the purchase of the Certificates by the Purchaser sold through a negotiated sale conducted as a private placement.

The term "*Purchaser*" or "*Purchasers*" means (a) the entity or entities listed in the Official Bid Form accepted by the City as the best bid for the Certificates, in the case of the sale of Certificates sold through a competitive sale or (b) the bank or other financial institution listed in a Purchase Agreement executed in connection with a negotiated sale conducted as a private placement of Certificates.

The term "*Registered Owner*" shall have the meaning given said term in Section 6(a) hereof.

The term "*Registration Books*" shall have the meaning given said term in Section 6(a) hereof.

The term "*Regulations*" shall have the meaning given said term in Section 13 hereof.

The term "*Rule*" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "*SEC*" shall mean the United States Securities and Exchange Commission.

The term "*State*" shall mean the State of Texas.

The term "*Surplus Revenues*" shall mean those revenues from the operation of the City's Water and Sewer System remaining after payment of all operation and maintenance expenses thereof and payment of debt service and other obligations secured by net revenues of the City's Water and Sewer System now or hereafter outstanding and incurred.

The term "*Underwriters*" means the investment banking firms listed in a Purchase Agreement executed in connection with a negotiated sale conducted as a public underwriting of Certificates.

Section 2. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the Issuer's Certificates of Obligation, to be designated the "City of Fort Worth, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023", are hereby authorized to be issued and delivered in the principal amount not to exceed \$94,000,000, for the purpose of providing part of the funds for paying contractual obligations to be incurred by the Issuer in connection with the (i) construction, improvement and equipment of City Hall, including related street and sidewalk improvements, (ii) construction, improvement and equipment of the Fort Worth Convention Center, including related street and sidewalk improvements, and (iii) payment of fiscal, engineering and legal fees incurred in connection therewith.

Section 3. DELEGATION OF SALE OF CERTIFICATES; PARAMETERS.

(a) *Maximum Maturity of Certificates.* That the Certificates shall be sold as fully registered Certificates, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners of the Certificates, or to the registered assignee or assignees of the Certificates, in any Authorized Denomination, maturing not later than March 1, 2043, payable serially or otherwise on the dates, in the years and in the principal amounts, and dated, all as set forth in the Bidding Instructions and the Official Bid Form, in the case of Certificates sold through a competitive sale, and the Purchase Agreement, in the case of Certificates sold through a negotiated sale. The City Council hereby affirmatively waives the provision in its "Financial Management Policy Statements – Chapter V - Debt" specifying that the average life of general obligation bonds issued by the City will be no greater than approximately ten and one half years. The foregoing notwithstanding, the City agrees to cause to be delivered to the Paying Agent/Registrar one (1) initial Certificate numbered T-1 (the "Initial Certificate") and registered in the name as set forth in the Official Bid Form, in the case of Certificates sold through a competitive sale, or the Purchase Agreement, in the case of Certificates sold through a negotiated sale, following the approval by the Attorney General and the registration by the Comptroller, as further provided in the FORM OF CERTIFICATE.

(b) *Delegation of Authority.* (i) Method of Sale. As authorized by Chapter 1371, each Authorized Representative is hereby authorized to effect the sale of all or any of the Certificates authorized to be sold by this Ordinance, whether by competitive sale, or by negotiated sale conducted either through a public underwriting of the Certificates, a private placement of the Certificates, or both. The determination of each Authorized Representative, acting for and on behalf of the City, relating to the method of and the terms and conditions relating to the sale of Certificates pursuant to this Ordinance shall have the same force and effect as if such determination were made by the City Council. In effecting the sale of the Certificates authorized to be sold by this Ordinance, each Authorized Representative, acting for and on behalf of the City, may determine any additional or different designation or title by which any series of Certificates shall be known, and the aggregate principal amount of Certificates, if any, to be issued. The sale of the Certificates, including specifically the terms of the purchase price of the Certificates, shall be subject to the limitations set forth in Section 2 of this Ordinance, and the provisions in subsection (c) of this Section. Prior to the delivery of any Certificates authorized to be sold by this Ordinance, whether by competitive sale or negotiated sale, an Authorized Representative shall execute a certificate (a "Pricing Certificate") addressing the matters described in this subsection with respect to the Certificates sold under authority granted by this Ordinance.

(ii) Competitive Sale. Each Authorized Representative, acting for and on behalf of the City, is hereby authorized to seek competitive bids for the sale of the Certificates authorized to be sold by this Ordinance, and is hereby authorized to prepare and distribute the Bidding Instructions and the Official Bid Form with respect to seeking competitive bids for the sale of the Certificates. The Bidding Instructions shall contain the terms and conditions relating to the sale of the Certificates, including the date bids for the purchase of the Certificates are to be received, the date of the Certificates, any additional designation or title by which the Certificates shall be known, the aggregate principal amount of the Certificates to be sold, the price at which the Certificates will be

sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale and delivery of the Certificates so sold including, without limitation, the use of municipal bond insurance for the Certificates. Each Authorized Representative, acting for and on behalf of the City, is hereby authorized to receive and accept bids for the sale of Certificates in accordance with the Bidding Instructions on such date as determined thereby. The Certificates so sold shall be sold at such price as such Authorized Representative shall determine to be the most advantageous to the City, which determination shall be evidenced by the execution thereby of the Official Bid Form submitted by the best and winning bidder. The Certificates shall bear interest at the rates per annum set forth in the Official Bid Form accepted as the best bid. One Certificate in the principal amount maturing on each maturity date as set forth in the Official Bid Form shall be delivered to the Purchasers, and the Purchasers shall have the right to exchange such Certificates as provided in Section 5 hereof without cost. The FORM OF CERTIFICATE shall be revised to reflect the terms of the sale of the Certificates as reflected in the Official Bid Form accepted as the best bid for the Certificates. The Certificates shall initially be registered in the name as set forth in the Official Bid Form. In case any officer whose signature shall appear on the Certificates shall cease to be such officer before the delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(iii) Negotiated Sale – Underwriting. Each Authorized Representative, acting for and on behalf of the City, is hereby authorized to sell all or any portion of the Certificates authorized to be sold by this Ordinance by a negotiated sale conducted as a public underwriting, and should each Authorized Representative determine to sell Certificates by negotiated sale conducted as a public underwriting, each Authorized Representative may designate the senior managing underwriter for the Certificates so sold by a negotiated sale pursuant to this Section 3(b)(iii), and such additional investment banking firms as deemed appropriate by each Authorized Representative to assure that the Certificates are sold on the most advantageous terms to the City. Should Certificates be sold through a negotiated sale conducted as a public underwriting, each Authorized Representative, acting for and on behalf of the City, is authorized to enter into and carry out a Purchase Agreement with the Underwriters for the Certificates, at such price, with and subject to such terms as determined by each Authorized Representative, subject to the provisions of this Ordinance. One Certificate in the principal amount maturing on each maturity date as set forth in the Purchase Agreement shall be delivered to the Underwriters, and the Underwriters shall have the right to exchange such Certificates as provided in Section 5 hereof without cost. The Certificates shall initially be registered in the name designated by the Underwriters as set forth in a Purchase Agreement. In case any officer whose signature shall appear on the Certificates shall cease to be such officer before the delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Purchase Agreement shall be in the form and substance as shall be

acceptable to the Authorized Representative, including, without limitation, to contain such terms and conditions as may be provided in accordance with subsection (d) of this Section.

(iv) Negotiated Sale – Private Placement. Each Authorized Representative, acting for and on behalf of the City, is hereby authorized to sell all or any portion of the Certificates authorized to be sold by this Ordinance by a negotiated sale conducted as a private placement, and should each Authorized Representative determine to sell Certificates by negotiated sale conducted as a private placement, each Authorized Representative may negotiate the sale of Certificates pursuant to this Section 3(b)(iv) with a bank or other financial institutions as deemed appropriate by each Authorized Representative to assure that the Certificates are sold on the most advantageous terms to the City. Should Certificates be sold through a negotiated sale conducted as a private placement, each Authorized Representative, acting for and on behalf of the City, is authorized to enter into and carry out a Purchase Agreement with the Purchaser of the Certificates, at such price, with and subject to such terms as determined by each Authorized Representative, subject to the provisions of this Ordinance. One Certificate in the principal amount maturing on each maturity date as set forth in the Purchase Agreement shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange such Certificates as provided in Section 5 hereof without cost. The Certificates shall initially be registered in the name designated by the Purchaser as set forth in a Purchase Agreement. In case any officer whose signature shall appear on the Certificates shall cease to be such officer before the delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Purchase Agreement shall be in the form and substance as shall be acceptable to the Authorized Representative, including, without limitation, to contain such terms and conditions as may be provided in accordance with subsection (d) of this Section.

(c) *General; Other Parameters*. (i) The City Council authorizes the City Manager and the Chief Financial Officer/Director of Financial Management Services of the City to provide for and oversee the preparation of a preliminary official statement and the final official statement (the “Official Statement”) in connection with the issuance of the Certificates, and to approve the preliminary official statement and the Official Statement and deem the preliminary official statement final, and to provide the Official Statement to the Purchasers, in connection with Certificates sold through a competitive sale, or the Underwriters, in connection with Certificates sold through a negotiated sale, in compliance with the Rule. The Official Statement in the form and content approved by an Authorized Representative shall be deemed approved by the City Council and constitute the Official Statement authorized for distribution to and use by the Purchasers of the Certificates, in connection with Certificates sold through a competitive sale, or the Underwriters, in connection with Certificates sold through a negotiated sale. The Certificates shall not have a true interest cost in excess of 6.00% and shall not have a net effective interest rate, calculated in accordance with Chapter 1204, Texas Government Code, in excess of 15%.

(ii) An Authorized Representative shall not execute the Official Bid Form or a Purchase Agreement unless (A) the Certificates bear a rating at a level such that the Certificates satisfy the requirements of Chapter 1371 to constitute “obligations”, as such

term is defined in Chapter 1371, and (B) the best bidder, in the case of Certificates sold pursuant to a competitive sale, each Underwriter, in the case of Certificates sold pursuant to a negotiated sale conducted as a public offering, or the Purchaser, in the case of Certificates sold pursuant to a negotiated sale conducted as a private placement, has confirmed to an Authorized Representative that either it has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or is exempt from making such filings under Section 2252.908(c)(4), Texas Government Code. Within thirty (30) days of receipt of any disclosure filings from the best bidder for the Certificates, the City will acknowledge such disclosure filings in accordance with the rules of the Texas Ethics Commission. Any finding or determination made by an Authorized Representative relating to the issuance and sale of the Certificates shall have the same force and effect as a finding or determination made by the City Council.

(iii) The foregoing notwithstanding, the purchase price to be paid for the Certificates sold pursuant to this Ordinance shall not be less than 95% of the aggregate principal amount thereof. The authority delegated to the Authorized Representative to effect the sale of the Certificates expires at the close of business on September 30, 2023.

(d) *Purchase Agreement.* Should Certificates be sold by a negotiated sale, each Authorized Representative is hereby authorized, appointed, and designated to act on behalf of the City in the selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining and fixing the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the aggregate principal amount of the Certificates to be sold, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates, including, without limitation, the use of municipal bond insurance for the Certificates, all of which shall be specified in the Purchase Agreement. Each Authorized Representative, acting for and on behalf of the City, is authorized to enter into with the Underwriters, in the case of Certificates sold through a negotiated sale conducted as a public underwriting, and the Purchaser, in the case of Certificates sold through a negotiated sale conducted as a private placement, and to carry out the conditions specified in a Purchase Agreement for the Certificates, at such price and subject to such terms as are set forth therein.

Section 4. **RIGHT OF PRIOR REDEMPTION.** (a) *Optional Redemption.* That the Certificates may be subject to redemption prior to their scheduled maturities at the option of the City, on the dates and in the manner provided in the Bidding Instructions, in the case of Certificates sold through a competitive sale, or the Purchase Agreement, in the case of Certificates sold through a negotiated sale. Should the Certificates be subject to redemption prior to their scheduled maturities, if less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions of Certificates, within a maturity and in the principal amounts for redemption; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities

depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates shall be selected in accordance with the arrangements between the City and the securities depository. The FORM OF CERTIFICATE shall be revised to reflect any optional redemption of the Certificates, to the extent provided in the Bidding Instructions and incorporated by reference into the Official Bid Form accepted by an Authorized Representative as the best bid on the Certificates, in connection with a competitive sale, or to the extent provided in the Purchase Agreement, executed in connection with a negotiated sale. The optional redemption of Certificates at the option of the City may be made conditional upon the occurrence of certain events, as may be provided for in the FORM OF CERTIFICATE.

(b) *Mandatory Redemption.* Should the Official Bid Form or a Purchase Agreement, as the case may be, provide for the mandatory sinking fund redemption of the Certificates, the terms and conditions governing any mandatory sinking fund redemption and the payment of mandatory sinking fund payments shall be set forth therein, and the FORM OF CERTIFICATE shall be revised to reflect any mandatory sinking fund redemption of the Certificates, to the extent provided in the Official Bid Form accepted by an Authorized Representative as the best bid for the Certificates, in connection with a competitive sale, or to the extent provided in the Purchase Agreement, executed in connection with a negotiated sale.

(c) *General Notice.* Notice of any redemption of Certificates shall be given in the following manner, to-wit, a written notice of such redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption at least thirty (30) days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at the address shown on the Registration Books of the Paying Agent/Registrar. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not be regarded as being Outstanding except for the right of the owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination at the written request of the owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. The maturities of Certificates to be called for redemption shall be determined by the City. The Certificates or portions to be redeemed within each such maturity shall be selected by lot or other customary random method selected by the Paying Agent/Registrar in accordance with any requirements of a securities depository, if applicable (provided that a portion of a Certificate may be redeemed only in an Authorized Denomination). The City shall give written notice to the Paying Agent/Registrar of any such redemption of Certificates at least sixty (60) calendar days (or such shorter period as is acceptable to the Paying Agent/Registrar) prior to such redemption.

(d) *Additional Notice.* (i) In addition to the manner of providing notice of redemption of Certificates as set forth above, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB and to any national information service that disseminates redemption notices. Any notice sent to the MSRB or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the owner of any Certificate who has not sent the Certificates in for redemption sixty (60) days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed including the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, if any, the amounts called for redemption, the mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Certificate may be redeemed including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include a CUSIP number relating to each amount paid to such registered owner.

Section 5. **INTEREST.** That the Certificates shall bear interest at the rates per annum set forth in the FORM OF CERTIFICATE set forth in **Exhibit A** to this Ordinance. The interest on the Certificates shall be payable to the registered owner of any such Certificate on the dates and in the manner provided in the FORM OF CERTIFICATE set forth in **Exhibit A** to this Ordinance. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 6. **CHARACTERISTICS OF THE CERTIFICATES.** (a) *Registration, Transfer, Conversion and Exchange; Authentication.* That the City shall keep or cause to be kept at the designated corporate trust office of BOKF, NA (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect, at the Designated Trust Office of the Paying Agent/Registrar, the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Except as otherwise provided in the FORM OF CERTIFICATE, the owner of each

Certificate requesting a conversion, transfer, exchange and delivery of such Certificate shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign the "Paying Agent/Registrar's Authentication Certificate" in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"), and, except as provided below, no such Certificate shall be deemed to be issued or Outstanding unless the Authentication Certificate is so executed; however, the foregoing notwithstanding, the Authentication Certificate need not be executed if any such Certificate is accompanied by an executed "Comptroller's Registration Certificate" in the form set forth in the FORM OF CERTIFICATE. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Chapter 1206, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller. As of the date this Ordinance is approved by the City, the City has been advised that the Designated Trust Office of the Paying Agent/Registrar is its Dallas, Texas corporate trust office, approved by the Attorney General, and registered by the Comptroller. As of the date this Ordinance is approved by the City, the Designated Trust Office is its Dallas, Texas corporate trust office.

(b) *Payment of Certificates and Interest.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of, premium, if any, and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates.

(c) *In General.* The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or

Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Authentication Certificate.

(d) *Substitute Paying Agent/Registrar.* The City covenants with the owners of the Certificates that at all times while the Certificates are outstanding a competent and legally qualified entity shall act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. Such entity may be the City, to the extent permitted by law, or a bank, trust company, financial institution, or other agency, as selected by the City. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred and twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Additional Notice of Redemption.* (i) In addition to the manner of providing notice of redemption of Certificates as set forth in Section 3 hereof, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB. Any notice sent to the MSRB shall be sent so that such notice is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of redemption to the registered owner of any Certificates who has not sent the Certificates in for redemption sixty (60) days after the redemption date. The failure to send, mail or receive any such notice described in this clause (i), or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate.

(ii) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed including the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called of each Certificate, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Certificate may be redeemed including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include a CUSIP number relating to each amount paid to such registered owner.

(f) *DTC Book-Entry-Only System of Registration.* That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company, New York, New York ("DTC"), initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Certificates in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent nor covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. To effect the establishment of the foregoing book-entry system, the City has executed and filed with DTC the "Blanket DTC Letter of Representations" in the form provided by DTC to evidence the City's intent to establish said book-entry system. The foregoing notwithstanding, if Certificates are sold through a negotiated sale conducted as a private placement, the Purchase Agreement governing such sale of Certificates shall provide whether the Certificates so sold shall be subject to the book-entry system described in this Section.

Section 7. FORM OF CERTIFICATES. That the form of the Certificates, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, respectively, shall be in substantially the form as set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the

Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 8. **INTEREST AND REDEMPTION FUND.** That a special fund or account, to be designated the "City of Fort Worth, Texas Combination Tax and Revenue Certificates of Obligation Series 2023 Interest and Redemption Fund" (the "Interest and Redemption Fund") is hereby created and shall be established and maintained by the Issuer. The Interest and Redemption Fund shall be kept separate and apart from all other funds and accounts of the Issuer and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Redemption Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the original amount of the Certificates as a sinking fund each year. Said rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the Issuer for each year while any of the Certificates are outstanding and unpaid, and said ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Redemption Fund. Said ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 9. **REVENUES.** That the Certificates of Obligation are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Redemption Fund created pursuant to Section 8, to pay the principal of and interest on the Certificates of Obligation. The amount of Surplus Revenues pledged to the payment of the Certificates of Obligation shall not exceed \$1,000. Notwithstanding the requirements of Section 8, if revenues, including Surplus Revenues, are actually on deposit or budgeted for deposit in the Interest and Redemption Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Redemption Fund or budgeted for deposit therein.

Section 10. **TRANSFER.** That the Issuer shall do any and all things necessary to accomplish the transfer of moneys to the Interest and Redemption Fund of this issue in ample time to pay such items of principal and interest due on the Certificates as shall become due and mature on any interest payment date, at maturity or by redemption prior to maturity. The Paying Agent/Registrar shall destroy all paid Certificates and furnish the City with an appropriate certificate of cancellation or destruction.

Section 11. **SECURITY FOR FUNDS; INVESTMENTS.** (a) *Security; Application of Chapter 1208, Government Code.* That the Funds and Accounts created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds. The Interest and Redemption Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 8 and 9, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(b) *Investments.* Money in any Fund or Account established by this Ordinance may, at the option of the City, be invested in Eligible Investments; provided that all such deposits and investments shall have a par value (or market value when less than par) exclusive of accrued interest at all times at least equal to the amount of money credited to such Funds or Accounts, and shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times; and provided, further, that the investment of such moneys shall be governed by and consistent with the City's investment policy. Such investments shall be valued in terms of current market value as of the last day of each Fiscal Year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at their par or face principal amount. Such investments shall be sold promptly when necessary to prevent any default in connection with any Certificates.

Section 12. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.** (a) *Replacement Certificates.* That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the Registered Owner applying for a replacement Certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 6(a) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 13. **FEDERAL INCOME TAX MATTERS.** That the Issuer covenants to refrain from any action which would adversely affect, or to take such action as to ensure, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates (less amount deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five

percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with

(1) proceeds of the Certificates invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or the proceeds of any prior obligations to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For purposes of the foregoing (a) and (b), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the regulations promulgated by the U.S. Department of the Treasury pursuant to the Code (the "Regulations") and, in the case of

refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code, the Regulations, or rulings promulgated by the U.S. Department of the Treasury pursuant to the Code. In the event that regulations or ruling are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of the foregoing, the Mayor, the City Manager, any Assistant City Manager and the Chief Financial Officer/Director of Financial Management Services of the City are authorized to execute any certificates or other reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. In order to facilitate compliance with the above clause (i), a "Rebate Fund" may be established by the City for the sole benefit of the United States of America, and the Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Certificates. The Rebate Fund would be established for the additional purpose of compliance with section 148 of the Code.

Until superseded by another action of the City, the written procedures to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate approved by the City on September 13, 2022, apply to the issuance of the Certificates, and are incorporated by reference into this Ordinance.

Section 14. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the Issuer covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 2 of this Ordinance (each such purpose shall be referred to herein and Section 15 hereof as a "Project") on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for the proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion from nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. **DISPOSITION OF PROJECT.** That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. **CONTINUING DISCLOSURE OBLIGATION.** That if the Certificates are sold by public offering, and are subject to the Rule, the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(a) *Annual Reports.* (i) That the City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City of the general type described in **Exhibit B** hereto, and (2) if not provided as part of the financial information and operating data, annual financial statements of the City, when and if available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in **Exhibit B** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2023. If audited financial statements are not available by the end of the twelve (12) month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial information containing the information described in the tables referenced in **Exhibit B** hereto under the heading "*Annual Financial Statements and Operating Data*" by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audited financial statements become available.

(ii) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. Filings shall be made electronically, in such format as is prescribed by the MSRB.

(b) *Disclosure Event Notices.* The City shall notify the MSRB of any of the following events with respect to the Certificates, in a timely manner not in excess of ten Business Days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Obligated Person, and which reflect financial difficulties.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (a).

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

As used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated Person" means the City.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be Outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City agrees to undertake such obligation in accordance with the Rule as amended.

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 17. **DTC REGISTRATION.** That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially may act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The definitive Certificates delivered to the Purchaser shall be registered in the name of CEDE & CO., the nominee of DTC, and DTC shall hold the Certificates on behalf of the Purchaser. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. DTC may maintain a book-entry system which will identify ownership of the Certificates in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way covenant that any book-entry system established with DTC will be maintained in the future. If for any reason should any of the originally delivered Certificates duly file with the Paying

Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. The City heretofore has executed a "Blanket Issuer Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 18. **DEFAULT AND REMEDIES.**

(a) *Events of Default.* That each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default":

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 19. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the City Manager or the designee thereof is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Certificates, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

Section 20. OFFICIALS AUTHORIZED TO ACT ON BEHALF OF THE CITY. That the Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer/Director of Financial Management Services of the City, the City Secretary or any Assistant City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Certificates, including, but not limited to, conforming documents to receive the approval of the Attorney General and to receive ratings from municipal bond rating agencies. The City Council authorizes the payment of the fee of the Office of the Attorney General for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 21. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 2 hereof for which the Certificates are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Redemption Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance

hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 22. **AMENDMENT OF ORDINANCE.** (a) *Approval of Amendments.* That the holders of the Certificates aggregating a majority of the aggregate principal amount of then outstanding Certificates shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that without the consent of the holders of all of the Certificates at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Certificates so as to:

- (1) Make any change in the maturity of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal payable on the outstanding Certificates;
- (4) Modify the terms of payment of principal of or interest on the outstanding Certificates or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Certificates then outstanding;
or
- (6) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(b) *Notice of Proposed Amendment.* If at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks; *provided, however,* that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Certificates. Such publication is not required, however, if notice in writing is given to each holder of Certificates.

(c) *Consent to and Approval of Amendment.* Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) *Passage of Amendatory Ordinance.* Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Certificates shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) *Consent Irrevocable.* Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar therefor and the City, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the then outstanding Certificates as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) *Determination of Ownership of Certificates.* For the purposes of this Section, the ownership and other matters relating to all Certificates registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(g) *Amendments not Requiring Consent.* The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance without the consent of the holders of the Certificates for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to holders of the Certificates or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, including, without limitation, those matters described in Section 16(c)(v) hereof, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the holders of the Certificates; or

(3) To modify any of the provisions of this Ordinance in any other respect whatsoever, provided that such modification shall be, and be expressed to be, effective only after all previously issued Certificates outstanding at the date of the adoption of such modification shall cease to be outstanding.

Section 23. **DEFEASANCE.** (a) *Defeased Certificates.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection

(c) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 23(a)(i) or (ii) shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Issuer expressly (1) reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 23(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) *Paying Agent/Registrar Services.* Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) *Selection of Certificates for Defeasance.* In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random

method as it deems fair and appropriate; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer of all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates shall be selected in accordance with the arrangements between the City and the securities depository.

Section 24. **APPRAISAL REQUIREMENTS.** That the City has satisfied or will satisfy the appraisal requirements of Section 252.051, Texas Local Government Code, in the acquisition, if any, of real property with proceeds of the Certificates.

Section 25. **PREAMBLE.** That the findings set forth in the preamble to this Ordinance are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes.

Section 26. **RULES OF CONSTRUCTION.** That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person shall mean that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as described herein. The titles and headings of the Sections and subsections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

Section 27. **IMMEDIATE EFFECT.** That in accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution Page Follows]

Section 28. **OPEN MEETING.** That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

ADOPTED AND EFFECTIVE April 11, 2023.

Mayor, City of Fort Worth, Texas

ATTEST:

City Secretary,
City of Fort Worth, Texas

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

City Attorney,
City of Fort Worth, Texas

Exhibit A

FORM OF CERTIFICATE

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF TARRANT, DENTON, WISE, PARKER AND JOHNSON
CITY OF FORT WORTH, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2023

MATURITY DATE INTEREST RATE DELIVERY DATE CUSIP
[June 8, 2023]

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF FORT WORTH, TEXAS (the "City" or the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to _____, or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____ DOLLARS

and to pay interest thereon, from the Delivery Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on [March 1, 2024, and semiannually on each September 1 and March 1] thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than March 1, 2024, such interest is payable semiannually on each September 1 and March 1 following such date. Interest on this Certificate shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office"), of BOKF, NA, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class, postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying

Agent/Registrar, as hereinafter described. Any accrued interest due at maturity or redemption as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due. All Certificates of this Series are issuable solely as fully registered certificates, without interest coupons, in any integral multiple of \$5,000 (an "Authorized Denomination").

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated _____, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, FOR THE PURPOSE OF PROVIDING PART OF THE FUNDS FOR PAYING CONTRACTUAL OBLIGATIONS TO BE INCURRED BY THE CITY, AS SET FORTH IN THE CERTIFICATE ORDINANCE; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON _____, 20__ or on any date thereafter, the Certificates of this Series maturing on _____, 20__ and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to their stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

THE CERTIFICATES are also subject to mandatory redemption in part by lot pursuant to the terms of the Ordinance, on _____ in each of the years _____, with respect to Certificates maturing _____, 20____, in the following years and in the following amounts, at a price equal to the principal amount thereof and accrued and unpaid interest to the date of redemption, without premium:

<u>Year</u>	<u>Principal (\$)</u>
-------------	-----------------------

* Final Maturity

To the extent, however, that Certificates subject to sinking fund redemption have been previously purchased or called for redemption in part and otherwise than from a sinking fund redemption payment, each annual sinking fund payment for such Certificates shall be reduced by the amount obtained by multiplying the principal amount of Certificates so purchased or redeemed by the ratio which each remaining annual sinking fund redemption payment for such Certificates bears to the total remaining sinking fund payments, and by rounding each such payment to the nearest \$5,000 integral; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, the particular Certificates to be called for mandatory redemption shall be selected in accordance with the arrangements between the City and the securities depository.

NOTICE OF any such redemption of Certificates shall be given in the following manner, to-wit, a written notice of such redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption not less than 30 days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. Any notice so mailed shall be conclusively presumed to have been duly given notwithstanding whether one or more registered owners may have failed to have received such notice. By the date fixed for any such redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof,

will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

AS PROVIDED IN THE CERTIFICATE ORDINANCE, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of the Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of an unredeemed balance of a Certificate called for redemption in part.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof, and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined water and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the Issuer, attested by the manual or facsimile signature of the City Secretary, and approved as to form and legality with the manual or facsimile signature of the City Attorney, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

XXXXX
City Secretary, City of Fort Worth, Texas

XXXXX
Mayor, City of Fort Worth, Texas

APPROVED AS TO FORM:

XXXXX
City Attorney, City of Fort Worth, Texas

(SEAL)

[FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE]

(To be executed if this Certificate is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the proceedings adopted by the Issuer as described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

BOKF, NA, Paying Agent/Registrar

By _____
Authorized Signatory

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

the within Certificate of Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate of Obligation on books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

[FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE]

OFFICE OF COMPTROLLER : REGISTER NO. _____
STATE OF TEXAS :

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

The Initial Certificate shall be in the form set forth above, except that the form of the single fully registered Initial Certificate shall be modified as follows:

(i) immediately under the name of the Certificate the headings "Maturity Date", "Interest Rate", "Delivery Date" and "CUSIP" shall be omitted; and

(ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

Delivery Date: [June 8, 2023]

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF FORT WORTH, TEXAS (the "Issuer") promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

<u>Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

and to pay interest thereon from the delivery date specified above, on [March 1, 2024 and semiannually on each September 1 and March 1] thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Exhibit B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 16 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

The City has agreed to update annually financial information and operating data with respect to the City of the general type included in the official statement for the Certificates as set forth in tables 1 through 6, inclusive, and 8 through 15, inclusive, contained in such official statement, and Appendix B to such official statement, "**Excerpts from the Annual Financial Report of the City of Fort Worth, Texas**". The above-described financial information and operating data with respect to the City is hereby incorporated by reference, and in Section 16 of this Ordinance the City has agreed to annually update such financial information and operating data in accordance with Rule 15c2-12, promulgated by the United States Securities and Exchange Commission.

Accounting Principles

The accounting principles referred to in Section 16 of this Ordinance are the accounting principles described in the notes to the annual financial report referred to above.

THE STATE OF TEXAS :
COUNTIES OF TARRANT, DENTON, WISE, PARKER AND JOHNSON :
CITY OF FORT WORTH :

I, Jannette S. Goodall, City Secretary of the City of Fort Worth, in the State of Texas, do hereby certify that I have compared the attached and foregoing excerpt from the minutes of the regular, open, public meeting of the City Council of the City of Fort Worth, Texas held on April 11, 2023, and of the ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023, which was duly passed at said meeting, and that said copy is a true and correct copy of said excerpt and the whole of said ordinance.

In testimony whereof, I have set my hand and have hereunto affixed the seal of said City of Fort Worth, this ____ day of April, 2023.

City Secretary of the
City of Fort Worth, Texas

(SEAL)