

This Second Amendment to Dealer Agreement, dated as of March 27, 2025 (this "First Amendment"), is between the CITY OF FORT WORTH, TEXAS (the "City") and J.P. MORGAN SECURITIES LLC. (the "Dealer"). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions.

(a) Pursuant to the 2017 Ordinance (defined below), the City has authorized the issuance and reissuance from time-to-time of its tax-exempt commercial paper notes (the "Commercial Paper Notes") in the aggregate principal amount not to exceed \$150,000,000 outstanding at any time.

(b) The City authorized the issuance of the Commercial Paper Notes pursuant to its "Ordinance approving and authorizing the issuance by the City of Fort Worth, Texas of its Water and Sewer System Commercial Paper Notes, Callable CP Series, in an aggregate principal amount at any one time outstanding not to exceed \$150,000,000 to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including the appointment of an Issuing and Paying Agent, a Dealer and a Calculation Agent and approval of an Issuing and Paying Agent Agreement, a Dealer Agreement and a Calculation Agent Agreement; approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date", adopted on December 5, 2017 (the "2017 Ordinance").

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

(d) On February 14, 2023, the City adopted an ordinance (the "2023 Ordinance") to increase the aggregate principal amount at any one time outstanding not to exceed \$225,000,000, to authorize the execution of a First Amendment to Dealer Agreement (the "First Amendment"), and to authorize additional changes to conform documents, including the 2017 Dealer Agreement, to changes in federal and state law enacted subsequent to the effective date of the 2017 Ordinance.

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

(f) On February 25, 2025, the City adopted an ordinance (the "2025 Ordinance") to increase the aggregate principal amount at any one time outstanding not to exceed \$700,000,000, to authorize the execution of this Second Amendment, and to authorize additional changes to conform documents, including the 2017 Dealer Agreement and the First Amendment, to changes in state law enacted subsequent to the effective date of the 2023 Ordinance.

(g) For all purposes, the term "Agreement" shall mean the 2017 Dealer Agreement, as amended by the First Amendment, and as further amended by this Second Amendment; the term "Ordinance" shall mean, collectively, the 2017 Ordinance, the 2023 Ordinance and the 2025 Ordinance; the term "Calculation Agent Agreement" shall mean the Calculation Agent Agreement, dated as of December 1, 2017, between the City and Hilltop Securities Inc., as

amended by the First Amendment to Calculation Agent Agreement, dated as of March 1, 2023, and the Second Amendment to Calculation Agent Agreement, dated as of March 27, 2025, between the City and Hilltop Securities Inc.; and the term "Issuing and Paying Agent Agreement" shall mean the Issuing and Paying Agent Agreement, dated as of December 1, 2017, between the City and U.S. Bank Trust Company, National Association, as amended by the First Amendment to Issuing and Paying Agent Agreement, dated as of March 1, 2023, and the Second Amendment to Issuing and Paying Agent Agreement, dated as of March 27, 2025, between the City and U.S. Bank Trust Company, National Association.

Section 2. Amendments to 2017 Dealer Agreement.

(a) For all purposes, any reference in the 2017 Dealer Agreement to \$225,000,000 shall be deemed to read and mean \$700,000,000.

(b) Section 14(a) of the 2017 Dealer Agreement is amended to read as follows:

The City:

City of Fort Worth, Texas
100 Fort Worth Trail, 12th Floor
Fort Worth, Texas 76102
Attention: Chief Financial Officer
Telephone: (817) 392-8500
Fax: (817) 392-8966
E-Mail: reginald.zeno@fortworthtexas.gov

(c) The 2017 Dealer Agreement is amended by replacing section 16 in its entirety with the following:

"16. State Law Verifications. The Dealer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dealer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of verifications below during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) The Dealer hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(b) The Dealer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dealer and any of its parent company, wholly- or majority-owned

subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) The Dealer hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) The Dealer hereby verifies that it and any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) The Dealer further verifies that it has on file with the Attorney General of the State (the "Attorney General") a standing letter with respect to the representations and verifications in subsections (a) – (d) above, in a form accepted by the Attorney General, and such letter remains in effect as of the date of this Agreement. The Dealer agrees that it will not rescind any applicable standing letter at any time for so long as the Dealer remains the Dealer for the Commercial Paper Notes unless the same is immediately replaced with a standing letter acceptable to the Attorney General. The Dealer agrees to provide to the City or Bond Counsel, upon request by the City or Bond Counsel, written verification to the effect that its standing letter with the Attorney General remains in effect and may be relied upon by the City and the Attorney General, which may be in the form of an e-mail."

(d) The 2017 Dealer Agreement is amended by deleting sections 17, 18, 19 and 20 in their entireties.

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

"APPENDIX A

CERTIFICATE OF AUTHORIZED REPRESENTATIVES

We are the officers and employees of the City of Fort Worth, Texas (the "City") as specified below. We are duly authorized pursuant to Ordinance No. 23028-12-2017, Ordinance No. 25970-02-2023 and Ordinance No. ____-02-2025 (collectively, the "Ordinance") with respect to the City's Water and Sewer System Commercial Paper Notes, Callable CP Series, established by the Ordinance in an aggregate principal amount at any one time outstanding not to exceed \$700,000,000 (the "Commercial Paper Notes"). The signature of each Authorized Representative is set forth beside their respective names.

Authorized Representatives

Title

Signature

Jesus "Jay" Chapa	City Manager	_____
Reginald Zeno	Chief Financial Officer	_____
Tony Rousseau	Assistant Finance Director	_____
Alex Laufer	Debt Manager	_____
Jay Rutledge	Financial Services Manager	_____

Executed this ____ day of _____, 2025.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this ____ day of _____, 2025.

(Notary Seal)

Notary Public

Section 3. Miscellaneous.

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

(b) This Second Amendment may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The delivery of copies of this Second Amendment as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

(c) This Second Amendment shall be effective as of the execution and delivery of that certain Second Amendment to Issuing and Paying Agent Agreement between the City and U.S. Bank Trust Company, National Association, dated as of March 27, 2025.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

CITY OF FORT WORTH, TEXAS

By: _____
Name: Jesus "Jay" Chapa
Title: City Manager

ATTEST:

By: _____
Name: Jannette S. Goodall
Title: City Secretary

(SEAL)

J.P. MORGAN SECURITIES LLC

By: _____
Name: _____
Title: _____