

ISSUING AND PAYING AGENT AGREEMENT

THIS ISSUING AND PAYING AGENT AGREEMENT (the "Agreement") is dated as of September 1, 2022, by and between U.S. Bank Trust Company, National Association (the "Bank") with offices at 100 Wall Street, Suite 1600, New York, New York 10005 and the City of Fort Worth, Texas, a Texas home-rule municipality with offices at 200 Texas Street, Fort Worth, Texas 76102 (the "City") regarding the City's commercial paper program (hereinafter referred to as the "Program").

WITNESSETH:

WHEREAS, at the request of City, Bank is prepared to act (a) as depositary for the safekeeping of certain notes of City, to-wit, its City of Fort Worth, Texas General Purpose Commercial Paper Notes, Series ECP, which may be issued and sold in the United States commercial paper market under the Program (the "Commercial Paper Notes"; such Commercial Paper Notes when issued in book-entry form being hereinafter referred to as "Book-Entry Commercial Paper Notes" and when issued in the form of certificated promissory notes being hereinafter referred to as "Certificated Commercial Paper Notes"), (b) as issuing agent on behalf of City in connection with the issuance of the Commercial Paper Notes, (c) as paying agent to undertake certain obligations to make payments in respect of the Commercial Paper Notes, and (d) as depositary to receive certain funds on behalf of City, as set forth herein, and

WHEREAS, this Agreement will govern Bank's rights, powers and duties as such depositary, issuing agent and paying agent for the Commercial Paper Notes and City's rights and obligations in connection therewith.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Appointment of Bank. City hereby appoints Bank and Bank hereby agrees to act, on the terms and conditions specified herein, as depositary with respect to unissued Certificated Commercial Paper Notes (as hereinafter defined) and to funds received by Bank pursuant to Sections 6 and 7 hereof (the "Note Funds"), and issuing and paying agent for the Commercial Paper Notes issued under the Program. The Commercial Paper Notes will be sold through such commercial paper dealers and/or placement agents as City shall have notified Bank in writing from time to time (collectively, the "Dealers"). City has engaged Loop Capital Markets LLC to serve as the initial Dealer.

2. Letter of Representations. City will promptly deliver to Bank an executed version of the form of Letter of Representations (the "Letter of Representations") provided by the Depository Trust Company ("DTC"). City understands and agrees that such Letter of Representations when executed by City and Bank and accepted by DTC shall supplement the provisions of this Agreement and that City, Bank, and DTC shall be bound by the terms and provisions of the Letter of Representations, including any procedures and operational arrangements applicable thereunder.

3. Commercial Paper Notes.

(a) Book-Entry Commercial Paper Notes shall be represented by one or more master notes ("Master Note" or "Master Notes") which shall be executed by manual or facsimile signature by an Authorized Representative (as hereafter defined). Bank will hold the Master Note(s) in safekeeping for the account of DTC, in accordance with Bank's customary practice.

(b) If Certificated Commercial Paper Notes are to be issued, they shall be in the form provided by City, shall be serially numbered and shall have been executed in the manner provided in the Ordinance (as hereinafter defined), but shall otherwise be uncompleted. City will from time to time furnish Bank with an adequate supply of Certificated Commercial Paper Notes, as City, in accordance with the provisions of the Ordinance, in its sole and absolute discretion, considers appropriate.

(c) Each Certificated Commercial Paper Note or Master Note, as the case may be, delivered to Bank shall be accompanied by a letter from City identifying the Certificated Commercial Paper Note(s) or Master Note(s) transmitted therewith, and Bank shall acknowledge receipt of such certificated Commercial Paper Note(s) or Master Note(s) on the copy of such letter or pursuant to some other form of written receipt deemed appropriate by it at the time of delivery to it of such Certificated Commercial Paper Note(s) or Master Note(s). Pending the issuance of Certificated Commercial Paper Notes as provided in Section 5 hereof, all Certificated Commercial Paper Notes delivered to Bank shall be held by Bank for the account of City, for safekeeping in accordance with Bank's customary practice.

4. Authorized Representatives. Annually or more frequently, if requested in writing by Bank, to reflect changes thereto, City will furnish to Bank certificates in the form of **Exhibit A** ("Incumbency Certificates") of a City officer certifying the incumbency and specimen signatures of officers or agents of City authorized to execute Commercial Paper Notes on behalf of City by manual or facsimile signature and/or to take other action hereunder on behalf of City (each an "Authorized Representative"). Until Bank receives and has a reasonable time to act upon a subsequent Incumbency Certificate of City, Bank is entitled to rely on the last such Incumbency Certificate delivered to Bank for purposes of determining the Authorized Representatives. Bank shall not have any responsibility to City to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Notes, or to determine whether any facsimile or manual signature resembles the specimen signature(s) filed with Bank by a duly authorized officer of City. Any Commercial Paper Notes bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be binding on City after the authentication thereof by Bank notwithstanding that such person shall have died or shall have otherwise ceased to hold his or her office on the date such Commercial Paper Note is countersigned or delivered to Bank. City represents and warrants it may appoint other officers, employees and agents of City (an "Authorized Person") including without limitation any Dealers, to give notices and /or issuance instructions to Bank under this Agreement, provided that notice of the appointment of each Authorized Person is delivered to Bank in writing. Each such appointment shall remain in effect unless and until revoked by City in a written notice to Bank.

5. Issuance of Commercial Paper Notes.

(a) Issuance Requests shall be in the form attached hereto as Exhibit B. Issuance

Requests may be delivered by an Authorized Representative through an electronic instruction and reporting communication service offered by either the Dealer or Bank pursuant to Section 10 hereof, in each case received by Bank at the address specified in Section 19 hereof prior to 2:00 p.m. on the day on which such Issuance Request is to be operative.

If Bank, at its option, acts upon an Issuance Request received after 2:00 p.m. on the day on which the Issuance Request is to be operative, City understands and agrees that (a) such Issuance Request shall be acted upon on a best efforts basis, and (b) Bank makes no representation or warranty that the issuance and delivery of any Commercial Paper Note pursuant to such Issuance Request shall be completed prior to the close of business on such date.

Any Issuance Request given by telephone shall be confirmed to Bank in writing, either by regular mail (upon receipt), electronic transmission or facsimile, by an Authorized Representative prior to 2:00 p.m. in the form of Exhibit B hereto on the day on which such Issuance Request is to be operative.

(b) Bank's duties and responsibilities in connection with the issuance of the Commercial Paper Notes shall include:

a. holding the Master Commercial Paper Notes in safekeeping and completing or causing to be completed, each Master Commercial Paper Note as to amount, date, maturity date, interest rate and interest amount upon receipt of Issuance Requests in accordance with the Ordinance;

b. (1) verifying that the aggregate principal amount of Commercial Paper Notes described in each Issuance Request (together with the interest thereon), plus the aggregate principal amount of all Commercial Paper Notes then outstanding (together with the interest thereon), less the aggregate principal amount of any of the then Outstanding Commercial Paper Notes to be retired concurrently with the issuance of the Commercial Paper Notes described in the Issuance Request (including interest thereon), does not exceed the maximum principal amount of the Commercial Paper Notes authorized in section 2.01 of the Ordinance to be outstanding at any one time (the "Authorized Amount"), and (2) assigning to each Issuance Request received from City a CUSIP number;

c. causing to be delivered a Commercial Paper Note on behalf of City upon receipt of instructions from an Authorized Representative, as to the series, principal amount, registered owner, Issue Date, Original Maturity Date, Extended Maturity Date, Original Rate and Extended Rate by way of data entry transfer to the DTC MMI Same Day Funds Settlement System ("SDFS"), and to receive from SDFS a confirmation receipt that such delivery was effected; and

d. holding the amounts on deposit in the appropriate funds and accounts established pursuant to the Ordinance separate from all other funds, accounts and subaccounts of Bank, and applying such amounts in accordance with the terms hereof and of the Ordinance.

Bank shall have no duty or responsibility to make any transfer of the proceeds of the sale of the Commercial Paper Notes, or to advance any moneys or effect any credit with respect

to such proceeds or transfers unless and until Bank has actually received the proceeds of the sale of the Commercial Paper Notes.

6. Proceeds of Sale of the Commercial Paper Notes.

(a) Contemporaneously with the execution and delivery of this Agreement, Bank will establish an account designated as the City of Fort Worth, Texas General Purpose Series ECP Note Payment Account (the "Note Payment Account"). On each day on which a Dealer or its agent receives Commercial Paper Notes (whether through the facilities of DTC in the manner set forth in the Letter of Representations or by delivery in accordance with the provisions of this Agreement), all proceeds received by Bank in connection with such sale shall be credited in immediately available funds to the Note Payment Account. From time to time upon written instructions received by Bank from an Authorized Person or Authorized Representative, Bank agrees to transfer immediately available funds from the Note Payment Account to City for deposit in the City of Fort Worth, Texas General Purpose Series ECP Note Construction Account (the "Construction Account") created in the ordinance establishing the Program (the "Ordinance"), held by City. City agrees to provide Bank with wiring instructions to effect transfers to the Construction Account. If Bank chooses, in its sole discretion, to credit City's account before Bank has collected funds for delivery of Commercial Paper Notes, it is understood that such credit shall be an advance to City to be promptly repaid to Bank from proceeds of sale of Commercial Paper Notes. If any such advance is not repaid by 5:00 p.m. on the day it is made, City shall repay such advance on the next Business Day together with interest thereon at the rate charged by Bank for such advance, which rate shall not be less than the Prime Rate as defined and subject to the limitation described in Section 7(d).

(b) Moneys deposited in the Note Payment Account may be invested by Bank in Eligible Investments as specified in and pursuant to a written direction of the Chief Financial Officer/Director of Financial Management Services of City or the designee thereof, and Bank may conclusively presume that any investment in which Bank is so directed qualifies as an Eligible Investment. City recognizes and agrees that Bank will not provide supervision, recommendations or advice relating to either the investment of funds or the purchase or disposition of any investment and Bank shall not have any liability for any loss in an investment made pursuant to the terms of the written direction received from City. Bank has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, City waives receipt of such confirmations. Bank may elect, but shall not be obligated, to credit the Note Payment Account with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in the Note Payment Account, or to credit to the Note Payment Account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for Note Payment Account transactions. Notwithstanding anything else in this Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and Bank shall be authorized to reverse or offset any such transactions or advances of funds in the event that Bank does not receive good funds with respect thereto, and (ii) nothing in this Agreement shall constitute a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code Sec. 9-206, as it is applied under Texas law. Bank may also off-set against and deduct from the Note Payment Account with respect to checks or other deposits that have been credited to the Note Payment Account but are subsequently returned unpaid or reversed.

7. Payment of Commercial Paper Notes.

(a) By 1:00 p.m. on the date that any Commercial Paper Notes is scheduled to be paid on its Original Maturity Date, City shall ensure that there shall have been transferred to Bank for deposit in the Note Payment Account immediately available funds at least equal to the principal amount of and interest on any Commercial Paper Notes scheduled to be paid on such Original Redemption Date. When any Commercial Paper Note is presented to Bank for payment by the holder thereof (which may, in the case of Book-Entry Commercial Paper Notes, be DTC or a nominee of DTC) on its Original Maturity Date, payment shall be made from and charged to the Note Payment Account to the extent funds are available in said account. The foregoing notwithstanding, if the payment of any Commercial Paper Note is not made on its Original Maturity Date and the maturity of the Commercial Paper Note has been extended to an Extended Maturity Date, the payment of the interest on such Commercial Paper Note due and accruing shall be paid on the Original Maturity Date.

(b) Each Commercial Paper Note presented to Bank for payment at or prior to 2:15 p.m. on any Business Day at or after its Original Maturity Date shall be paid by Bank on the same day as such presentation (or if presented after 2:15 p.m. on any such Business Day, then on the next succeeding Business Day) to the extent funds are available in the Note Payment Account. The foregoing notwithstanding, if the principal of any Commercial Paper Note is not paid on its Original Maturity Date, the maturity of such Commercial Paper Note shall automatically be extended to its Extended Maturity Date, payment of the principal of such Commercial Paper Note shall occur on its Extended Maturity Date or on its date of prior redemption. If the Original Maturity Date is before the 15th day of the month, and the City exercises its option in accordance with the Ordinance to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date, interest accruing after the Original Maturity Date shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, the Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, and the City exercises its option in accordance with the Ordinance to extend the Original Maturity Date of this Commercial Paper Note to an Extended Maturity Date, interest accruing after the Original Maturity Date shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, the Commercial Paper Note.

(c) By 1:00 p.m. on the date that any Commercial Paper Note is scheduled to mature, whether on its Original Maturity Date or Extended Maturity Date or upon redemption after the Original Maturity Date, City shall ensure that there shall have been transferred to Bank for deposit in the Note Payment Account immediately available funds at least equal to the amount of Commercial Paper Notes maturing or being redeemed on such date. When any matured or redeemed Commercial Paper Note is presented to Bank for payment by the holder thereof (which may, in the case of Book-Entry Commercial Paper Notes, be DTC or a nominee of DTC), payment shall be made from and charged to the Note Payment Account to the extent funds are available in said account.

(d) Bank may, but shall have no obligation to, make a payment pursuant to Section 7(a) hereof, whether on an Original Maturity Date, an Extended Maturity Date or a redemption date, prior to receipt from City of sufficient immediately available funds. In such case, City

agrees to promptly repay such advance provided that, if such advance is not repaid by 5:00 p.m., New York time, on the day it is made, City shall repay such advance on the next Business Day together with interest thereon at the Prime Rate. No prior action or course of dealing on the part of Bank with respect to advances of the purchase price or payments of matured or redeemed Commercial Paper Notes shall give rise to any claim or cause of action by City against Bank in the event that Bank refuses to pay or settle any Commercial Paper Notes for which City has not timely provided funds as required by this Agreement. In no event shall the Prime Rate exceed the Maximum Interest Rate. As used in this Agreement, "Prime Rate" means the rate per annum interest which U.S. Bank Trust Company, National Association ("USBTCNA") announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by USBTCNA in its sole discretion and is not necessarily the lowest rate of interest offered by USBTCNA to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time. City shall assure the prompt reimbursement to Bank of any such advance (including the interest thereon).

8. Redemption of Commercial Paper Notes. Upon receipt from Dealer of a written notice directing Bank to redeem Commercial Paper Notes in the form of **Exhibit C** (a "Direction to Redeem") by no later than 9:00 a.m. on the second Business Day prior to the date fixed for redemption, Bank shall correspondingly (i) notify DTC by no later than 12:00 noon on the second Business Day prior to such redemption date that notice of redemption to redeem such Commercial Paper Notes has been received, and (ii) by no later than 4:30 p.m., New York time, on the second Business Day prior to the date fixed for redemption, cause such notice to redeem such Commercial Paper Notes in the form of **Exhibit D** (a "Redemption Notice") on the date fixed for redemption to be posted on EMMA.

9. Representations and Warranties of City. City hereby warrants and represents to Bank, and, each request to issue Commercial Paper Notes shall constitute City's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to Bank pursuant to this Agreement will be, duly authorized, executed and delivered by City. Bank's appointment to act for City hereunder is duly authorized by City.

(b) The issuance and delivery of the Commercial Paper Notes will not violate any state or federal law and the Commercial Paper Notes do not require registration under the Securities Act of 1933, as amended.

(c) This Agreement constitutes, and the Commercial Paper Notes, when completed, countersigned, and delivered pursuant hereto, will constitute, City's legal, valid and binding obligations enforceable against City in accordance with their terms, except as such enforceability may be limited by principles of governmental immunity of political subdivisions, bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter enacted to the extent constitutionally applicable affecting the rights of creditors generally and by general principles of equity.

(d) City is a home-rule municipality and political subdivision duly organized and

validly existing under the laws of Texas, and no liquidation, dissolution, bankruptcy, windup or similar proceedings have been instituted with respect to City.

(e) City has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(f) City has taken all actions which are required for the authorization of the issuance of the Commercial Paper Notes, including specifically the adoption of the Ordinance, which Ordinance authorized the execution, delivery and performance of this Agreement, and such actions do not require the approval or consent of any holder or trustee of any indebtedness or obligations of City.

(g) The issuance of Commercial Paper Notes by City (i) does not and will not contravene any provision of any governmental law, regulation or rule in effect under the laws of the State of Texas applicable to City, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon City.

(h) The issuance and delivery of the Commercial Paper Note(s) have been effected under the terms of the Ordinance.

10. Reliance on Instructions. Bank shall incur no liability to City in acting hereunder upon instructions contemplated hereby which Bank reasonably believed in good faith to have been given by an Authorized Representative or an Authorized Person, as the case may be. Instructions transmitted via SPANS Online (as defined in Section 18 hereof) shall be the equivalent to the giving of a duly authorized written instruction which Bank may act upon without liability. In the event a discrepancy exists between any telephonic instructions and any other such instructions, the telephonic instructions as understood by Bank will be deemed to control.

11. Cancellation of Commercial Paper Notes. Upon payment by Bank of Certificated Commercial Paper Note(s) presented for payment, Bank shall mark such Certificated Commercial Paper Note(s) as paid and (i) in due course cancel Certificated Commercial Paper Note(s) presented for payment and from time to time return such canceled Certificated Commercial Paper Notes to City, or (ii) destroy such Certificated Commercial Paper Notes(s) and deliver to City from time to time a destruction certificate identifying all Certificated Commercial Paper Notes destroyed since the issuance of the prior destruction certificate. Upon the written request of City, Bank agrees to cancel and return to City all unissued Certificated Commercial Paper Notes in Bank's possession at the time of such request.

12. Termination.

(a) This Agreement may be terminated at any time by either Bank or City by sixty (60) days' prior written notice to the other, provided that, so long as City continues to pay the fees and expenses of Bank as set forth herein, Bank agrees to continue acting as issuing and paying agent hereunder until such time as Bank's successor has been selected and has entered into an agreement with City to that effect. Such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

(b) If no successor has been appointed within such 60-day period, then Bank shall

have the right to petition a court of competent jurisdiction for the appointment of Bank's successor hereunder. Bank shall be reimbursed for any and all reasonable expenses in connection with any such petition and appointment.

(c) On the Business Day following the date of termination of this Agreement, Bank shall destroy all Certificated Commercial Paper Notes in Bank's possession and shall transfer to City all funds, if any, then on deposit in the Note Payment Account after deduction and payment to Bank of all reasonable fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder. In the event Bank withholds funds for fees and expenses that it expects to incur, and such expected fees and expenses are either not incurred or are less than expected, Bank shall promptly transfer such surplus funds to City. Bank shall promptly notify City of all Certificated Commercial Paper Notes so destroyed.

13. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Bank consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation, Bank shall provide written notice to City of such event prior to such consolidation, merger, conversion or transfer becoming effective, and the successor or transferee corporation without any further act shall be the successor Bank.

14. Liability of Bank.

(a) Bank shall not be liable for any act or omission hereunder, except in the case of negligence or willful misconduct as described in Section 15 herein. Bank's duties shall be determined by the express provisions of this Agreement, the Letter of Representations (including the documents referred to therein) and the Ordinance, and Bank shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied covenants shall be read into any such document against Bank. Bank has no fiduciary or discretionary duties of any kind.

(b) Bank shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. Bank shall not be required to ascertain whether any issuance or sale of Commercial Paper Note(s) (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which City is a party (whether or not Bank is a party to such other agreement).

(c) In no event shall Bank be liable to City for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to, lost profits) even if Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action. Bank shall not be responsible for delays or failures in performance resulting from acts beyond its direct control, including, without limitation, acts of God, strikes, lockouts, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, insurrections or attacks, power failures, earthquakes or other disasters.

(d) Bank shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, any funds in the Note Payment Fund, prosecute or defend any such legal action or proceeding or to take any other action that Bank determines in its sole judgment, reasonably exercised, may expose it to liability or expense.

(e) If, at any time, Bank is unable to determine, to Bank's sole satisfaction, the proper disposition of all or any portion of the Note Payment Account or Bank's proper actions with respect to its obligations hereunder, then Bank may, in its sole discretion, take either or both of the following actions:

i. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such uncertainty shall be resolved in good faith satisfaction of Bank; or

ii. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all funds held by it hereunder, after deduction and payment to Bank of all fees and reasonable expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by, Bank in connection with the performance of its duties and the exercise of its rights hereunder.

15. Indemnification of Bank. To the extent permitted by the laws of the State of Texas, City agrees to indemnify and hold Bank, and its directors, officers and employees harmless from and against, and Bank shall not be liable for, any and all claims (whether asserted by City, Dealer, any Commercial Paper Note holder or any other person or entity), losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs and expenses of any nature (including, without limitation, attorneys' fees and expenses) arising out of or resulting from the exercise of its rights and/or the performance of its duties hereunder; provided, however, that City shall not be liable to indemnify or pay Bank or any of its officers, employees or agents with respect to any claim, loss, liability, action, suit, judgment, demand, damage, cost or expense to the extent determined by a court of competent jurisdiction to have been directly or indirectly caused by Bank's negligence or willful misconduct. The foregoing indemnity includes, but is not limited to, (i) any action taken or omitted to be taken by Bank or any of its officers, employees or agents upon written, telecopy, telephonic or other electronically transmitted instructions (authorized herein) received by Bank from, or believed by it in good faith to have been given by, the proper person or persons and (ii) all costs and expenses incurred by Bank and any of its directors, officers, and employees in connection with the enforcement of City's obligations under this Section 15. The provisions of this **Section 15** shall survive (i) Bank's resignation or removal hereunder and (ii) the termination of this Agreement.

16. Compensation of Bank.

(a) **Fees and Expenses.** City agrees to compensate Bank on demand for its services hereunder in accordance with the Schedule of Fees attached hereto as Exhibit C, as such Schedule of Fees may be amended from time to time by written agreement of each party hereto. The obligations of City under this Section 16 shall survive any termination of this Agreement and the resignation or removal of Bank.

(b) **Security and Offset.** City hereby grants to Bank a security interest in, lien upon and right of offset against the Note Funds with respect to any compensation or reimbursement due any of them hereunder. If for any reason the Note Funds are insufficient to cover such

compensation and reimbursement, City shall promptly pay such amounts to Bank upon receipt of an itemized invoice. All disbursements of funds from the Note Funds shall be subject to the fees and claims of Bank pursuant to this Section.

17. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Bank requires documentation to verify its formation and existence as a legal entity. Bank may ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by Bank in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by Bank in connection with the Act or any other legislation or regulation to which Bank is subject, in a timely manner.

18. SPANS Online.

(a) City and each Authorized Representative may use the U.S. Bank Trust Company, Securities Processing Automated Notes System Online ("SPANS Online") instruction and reporting communication service to transmit instructions to Bank or obtain reports with respect to the Commercial Paper Notes. City may, by separate agreement between City and one or more of its Authorized Persons, authorize the Authorized Person to directly access SPANS Online for the purposes of transmitting instructions to Bank or obtaining reports with respect to the Commercial Paper Notes. City acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. ("SS&C"), (ii) SPANS Online is provided to City "AS IS" without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to City in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

(b) To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Commercial Paper Notes, Bank will supply City with a customer identification number and initial passwords. City may thereafter change its passwords directly through SPANS Online. City will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by Bank pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Commercial Paper Notes directed thereby has been duly authorized by City.

19. Notices.

(a) Issuance Requests hereunder shall be (a) mailed, (b) telephoned, (c) transmitted by facsimile device, or (d) transmitted electronically to Bank at the address, telephone number or facsimile number specified below, and shall be deemed delivered upon receipt by Bank at the address, telephone number and/or facsimile number specified below.

- (b) All communications to Bank by or on behalf of City or a Dealer, by writing or telephone, which relate to the completion, delivery or payment of any Commercial Paper Note, are to be delivered to Bank via SPANS Online or directed to Commercial Paper Operations at the address or telephone number indicated below or to such other address or telephone number as Bank specifies to City in writing.

U.S. Bank Trust Company, National Association
100 Wall Street, 16th Floor
New York, NY 10005

Attention: Commercial Paper Operations

Facsimile No.: (212) 509-4529
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

(b) Notices and other communications hereunder to Bank (other than communications that relate to the completion, delivery or payment of any Commercial Paper Note) or to City are to be directed to the address or telephone number indicated below, or to such other address or telephone number as the party receiving such notice shall have previously specified in writing to the party sending such notice:

If to City at:

City of Fort Worth, Texas
200 Texas Street, Third Floor
Fort Worth, Texas 76102
Attention: Chief Financial Officer/Director of Financial Management

Services

Telephone: (817) 392-8500
Fax: (817) 392-8966
E-Mail: reginald.zeno@fortworthtexas.gov

With a copy to the City Law Department at the same address.

If to Bank at:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Corporate Trust Administration
Facsimile No.: (212) 509-3384
Telephone No.: (212) 951-8561

Notices shall be deemed delivered when received at the applicable address specified above. For purposes of this Section 19, "when received" shall mean actual receipt (i) of an electronic communication by facsimile or email transmission or SPANS Online; or (ii) of an oral communication by any person answering the telephone at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication

hand-delivered, by national overnight courier service, or by first class, certified or registered mail, return receipt requested, at the office specified in or pursuant to this Agreement.

20. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Bank is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to an Authorized Representative, and Bank may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Bank and shall be effective only after Bank has a reasonable opportunity to act on such changes. City agrees that Bank may at its option record any telephone calls made pursuant to this Section. Bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by City to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Bank may apply funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. City acknowledges that these optional security procedures are commercially reasonable.

21. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 13 hereof, this Agreement may not be assigned by any party without the written consent of the other party.

22. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23. No Israel Boycott. Pursuant to Section 2270.002, Texas Government Code, Bank hereby represents that as a "Company", as defined in Section 808.001, Texas Government Code, Bank, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank, does not Boycott Israel and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, Bank, as a "Company", as defined in Section 808.001, Texas Government Code, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank, agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 2270.002, Texas Government Code.

24. Foreign Terrorist Organization. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution of this Agreement, Bank hereby represents and warrants that as a "Company", as defined in Sections 806.001 and 807.001, Texas Government Code, Bank, or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank, (i) does not engage in business with Iran, Sudan or any foreign

terrorist organization as described in Chapters 806 or 805 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, and (ii) is not a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

25. Chapter 2274, Texas Government Code (No Discrimination Against Fossil-Fuel Companies). To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Bank within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

26. Chapter 2274, Texas Government Code (No Discrimination Against Firearm Entities and Firearm Trade Associations). To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or

association's status as a firearm entity or firearm trade association, (b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. As used in this Section, Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Bank within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

27. Attorney General Standing Letter. Bank represents that it has on file with the Texas Attorney General a standing letter addressing the representations and verifications in Sections 23 through 26 of this Agreement in a form acceptable to the Texas Attorney General. In addition, if Bank or the parent company, a wholly- or majority-owned subsidiary or another affiliate of Bank receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), Bank shall promptly notify City and Co-Bond Counsel (if it has not already done so) and provide to City or Co-Bond Counsel, upon request by City or Co-Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that Bank (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of Bank that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

28. Governing Law. This Agreement shall be governed and construed in accordance with laws of the State of Texas; however, the rights, duties and obligations of Bank shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and performed in the State of New York and, to the extent applicable, operating circulars of the Federal Reserve Bank, federal laws and regulations as amended, New York Clearing House rules and, to the extent not otherwise inconsistent with this Agreement, general commercial bank practices applicable to commercial paper issuance and payment.

29. Entire Agreement, No Third Party Beneficiaries. This Agreement, together with the Letter of Representations, constitutes the entire agreement between the parties relating to Bank's issuing agent, paying agent and depositary duties and obligations to City. Except as provided in Section 15 hereof, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

30. Execution in Counterparts, Facsimiles. This Agreement 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 Agreement 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.

31. Dealings. Bank and any stockholder, director, officer or employee of Bank may buy, sell, and deal in any of the securities of City, any Dealer or any purchaser of the Commercial Paper Notes and become financially interested in any transaction in which City, any Dealer or any such purchaser may be interested, and contract and lend money to City, any Dealer or any such purchaser and otherwise act as fully and freely as though it were not a depository, issuing or paying agent under this Agreement. Nothing herein shall preclude Bank from acting in any other capacity for City, any Dealer or any such purchaser or for any other person or entity.

32. Tax Reporting. Bank shall have no responsibility for the tax consequences of this Agreement and City shall consult with independent counsel concerning any and all tax matters. City shall provide IRS Form W-9 or Form W-8. To the extent required by the Internal Revenue Code or regulations promulgated thereunder, Bank shall report the amount of interest paid or the amount treated as interest accrued on the Commercial Paper Notes which is required to be reported by the holders of the Commercial Paper Notes on their returns of federal income tax, or assure that such report is made, to such holders and the Internal Revenue Service.

33. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

34. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

35. Consent to Jurisdiction and Venue. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States Federal courts located in Tarrant County, Texas and waives any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein, and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

36. References to Time in this Agreement. All references to time in this Agreement shall be to New York City time, unless the reference to time in this Agreement otherwise indicates.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties have caused this Issuing and Paying Agent Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF FORT WORTH TEXAS

By: _____
Name: David Cooke
Title: City Manager

ATTEST:

(SEAL)

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

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

Authorized Officer's Signature

Name: _____

Title: _____

EXHIBIT 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 the "Ordinance approving and authorizing the issuance by the City of Fort Worth, Texas of its General Purpose Commercial Paper Notes, Series ECP, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000 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 and a Dealer and approval of an Issuing and Paying Agent Agreement and a Dealer 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 August 23, 2022 (the "Ordinance") and the Issuing and Paying Agent Agreement dated as of September 1, 2022 between the City and U.S. Bank Trust Company, National Association to act severally as an Authorized Representative (as defined in the Ordinance) in connection with the issuance, from time to time, by the City of commercial paper notes (the "Commercial Paper Notes") in accordance with the Ordinance. The signature of each Authorized Representative is set forth beside their respective names.

Authorized Representatives

Title

Signature

David Cooke

City Manager

Reginald Zeno

Chief Financial Officer

Executed this ____ day of _____, 2022.

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 _____, 2022.

Notary Public

(Seal)

Exhibit B
Form of Issuance Request

Date

[Issuing and Paying Agent]

Re: Issuance Request for issuance and sale of City of Fort Worth, Texas General Purpose Commercial Paper Notes, Series ECP

You are hereby requested, instructed and authorized to issue, authenticate and deliver Commercial Paper Notes of the above referenced series in the principal amount(s) scheduled to mature and bearing interest upon receipt of the purchase price therefore from the identified purchaser(s), as shown in the attached Schedule I hereto which is incorporated herein by reference and made a part of these instruction for all purposes. Terms capitalized but not otherwise defined hereon shall have the meaning ascribed to them in the ordinance establishing the General Purpose Commercial Paper program, adopted on August 23, 2022 (the "Ordinance").

Upon receipt of the proceeds of sale of the Commercial Paper Notes, (net of all expenses and costs of sale and issuance), the undersigned certifies that the same should be deposited and disbursed as follows.

| | |
|---------|--|
| \$ ____ | Deposit to the credit of the Note Payment Fund, Account No. ____ and apply the deposit as follows: (1) for payment and redemption or purchase of Outstanding Commercial Paper Notes, the amount of \$ _____. Any proceeds not deposited to the credit of the Note Payment Fund as provided in the preceding sentence shall be transferred and deposited to the Construction Account for payment of Project Costs as set forth below. |
| \$ ____ | Wire transfer for deposit to the Construction Account: _____, for credit to the _____, the amount of \$ _____ for the purpose of financing Project Costs. |

The principal amount of the Commercial Paper Notes outstanding after this issuance: \$ _____

The undersigned represents that (i) all action on the part of the City necessary for the valid issuance of the Commercial Paper Notes to be issued has been taken; (ii) all provisions of Texas and federal law necessary for the valid issuance of the Commercial Paper Notes with provision for interest exemption from federal income taxation have been complied with; (iii) the Commercial Paper Notes in the hands of the Holders thereof will be valid and enforceable obligations of the City according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable; and (iv) based upon the advice of Bond Counsel, the interest on the Commercial Paper Notes is exempt from federal income taxation.

The undersigned hereby certifies that (i) no Event of Default under Section 5.01 of the Ordinance has occurred and is continuing as of the date of this Issuance Request; (ii) the City has been advised by Bond Counsel that the projects to be financed with the proceeds of the Commercial Paper Notes will constitute Projects or that the obligations to be refunded were issued in connection with Projects; (iii) the City is in compliance with the covenants set forth in **Article IV** of the Ordinance as of the date of this Issuance Request; and (iv) the City has been advised by Bond Counsel that the proposed expenditure of the proceeds of such Commercial Paper Notes for such projects and refunding will not cause the City to be in

violation of its covenants set forth in Section 4.04 of the Ordinance.

Please forward debit and credit slips for each of the above transactions to the undersigned. The undersigned, along with others is charged with responsibility for issuing the Commercial Paper Notes.

CITY OF FORT WORTH, TEXAS

By: _____

Name: _____

Title: _____

Acting as an Authorized Representative

Receipt of the Issuance Request is hereby acknowledged:

[Issuing and Paying Agent]

By: _____

Name: _____

Title: _____

SCHEDULE I

Principal Amount:

Note Date:

Original Interest Rate:

Original Maturity Date:

Purchase Price:

Purchaser:

Exhibit B
Direction to Redeem

U.S. Bank Trust Company, National Association
100 Wall Street, 16th Floor
New York, New York 10005

Re: City of Fort Worth, Texas General Purpose Commercial Paper Notes,
Series ECP

Ladies and Gentlemen:

U.S. Bank Trust Company, National Association, as Issuing and Paying Agent for the captioned Notes, is hereby directed to cause City of Fort Worth, Texas General Purpose Commercial Paper Notes, Series ECP, CUSIP Number _____, in the aggregate principal amount of \$_____, to be called for redemption on _____, 20__ (the "Redemption Date"), at the price of par plus accrued but unpaid interest to, but excluding, the date of redemption.

Dated: _____

LOOP CAPITAL MARKETS LLC, as Dealer

Title:

cc: Chief Financial Officer/Director of Financial
Management Services, City of Fort Worth, Texas

Exhibit D
Redemption Notice

Re: City of Fort Worth, Texas General Purpose Commercial Paper Notes,
Series ECP

U.S. Bank Trust Company, National Association, as Issuing and Paying Agent for the captioned Notes, has been directed to give notice that the City of Fort Worth, Texas General Purpose Commercial Paper Notes, Series ECP, CUSIP Number _____, in the aggregate principal amount of \$_____, have been called for redemption, in accordance with the terms of the ordinance of the City of Fort Worth, Texas authorizing the issuance of the captioned Notes, on _____, 20__, at the price of par plus accrued but unpaid interest to, but excluding, the date of redemption.

Dated: _____

Exhibit D
Fee Schedule