

DEPOSIT ESCROW AGREEMENT

BOKF, NA (the "Bank"), being the paying agent for the CITY OF FORT WORTH, TEXAS WATER AND SEWER SYSTEM SUBORDINATE LIEN REVENUE BONDS, SERIES 2005B, issued by the City of Fort Worth, Texas (the "Issuer") (certain maturities of which are herein collectively referred to as the "Called Obligations"), hereby acknowledges, agrees and certifies for the benefit of the Issuer and the owners of the Called Obligations as follows:

1. The Bank understands that the Called Obligations, as described in the attached notice of redemption, have been called for cancellation and redemption on _____, 2016 (the "Redemption Date"). The Bank serves as paying agent for the Called Obligations.

2. The Bank acknowledges that the total amount due on the Redemption Date for such Called Obligations is \$_____, representing principal in the amount of \$_____ plus accrued interest on the Called Obligations to their Redemption Date of \$_____, and funds in payment of such principal and interest will be deposited with the Bank upon receipt of such funds from the Issuer on or before each Redemption Date.

3. The Bank acknowledges that its fees and expenses due the Bank with respect to the Called Obligations to and through their redemption and final payment have been provided for.

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

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

6. The Bank shall deposit any moneys received from the Issuer for the payment of the Called Obligations into a trust account to be held in a fiduciary capacity, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

EXECUTED THIS _____.

BOKF, NA

By _____

Title _____

CITY OF FORT WORTH, TEXAS

City Manager

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney