

FIRST AMENDMENT TO THE SECOND SUPPLEMENTAL INDENTURE OF TRUST

authorizing

SENIOR LIEN SPECIAL TAX REVENUE NOTES, SERIES A  
(KAY BAILEY HUTCHISON CONVENTION CENTER DALLAS VENUE PROJECT)

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Dated: [May 1], 2026

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## FIRST AMENDMENT TO THE SECOND SUPPLEMENTAL INDENTURE OF TRUST

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This First Amendment to the Second Supplemental Indenture of Trust authorizing the City of Dallas, Texas Senior Lien Special Tax Revenue Notes, Series A (Kay Bailey Hutchison Convention Center Dallas Venue Project), dated [May 1], 2026 (this “First Amendment to the Second Supplemental Indenture”), is by and between the City of Dallas, Texas (the “City”) and U.S. Bank Trust Company, National Association, as trustee (together with its successors, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Master Indenture or the Original Second Supplemental Indenture (both as defined herein).

WHEREAS, the City and the Trustee have entered into that certain Master Indenture of Trust, dated October 1, 2023, as amended, modified or supplemented from time to time (the “Master Indenture”), authorizing the issuance of obligations pursuant to one or more supplemental indentures; and

WHEREAS, the City and the Trustee have entered into that certain Second Supplemental Indenture of Trust, dated June 1, 2025 (the “Original Second Supplemental Indenture”) for the purpose of, among others, authorizing the issuance of Senior Lien Obligations to be issued pursuant to the terms and provisions of and secured under the Master Indenture; and

WHEREAS, the City established pursuant to the provisions of Applicable Law (including particularly Chapter 1371, Texas Government Code, as amended), a short-term financing program known as the “City of Dallas, Texas Senior Lien Special Tax Revenue Notes, Series A (Kay Bailey Hutchison Convention Center Dallas Venue Project)” (the “Note Program”) for the purposes of (i) providing funds to fund the Construction Costs of the Convention Center Venue Project; (ii) refunding any Outstanding Senior Lien Obligations; and (iii) paying any costs or expenses relating to the Note Program; and

WHEREAS, the Notes have a lien on Pledged Revenues that is on parity with the City’s Outstanding Senior Lien Obligations and shall be purchased from time to time, by one or more Note Purchasers pursuant to the terms of the applicable Note Purchase Agreement then in effect; and

WHEREAS, the Notes currently have a maturity date of June 30, 2026, and the City wishes to extend such maturity date to December 15, 2026, as such date may be extended pursuant to the provisions herein and the Note Purchase Agreements, make certain other conforming amendments, update the delegation authority of the Authorized Officer and other related matters, as authorized under Article XIV of the Original Second Supplemental Indenture; and

WHEREAS, the Note Purchasers have proposed amendments to the Note Purchase Agreements to provide for the extension of the expiration date and maturity date, and other related matters, as set forth therein; and

WHEREAS, pursuant to Chapter 1371, Texas Government Code, as amended, the City may delegate to the Authorized Officer the authority to execute and finalize certain terms in connection with the extension of the Note Purchase Agreements and the issuance of the Notes authorized by the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, and the City desires to delegate to the Authorized Officer such authority as described herein; and

WHEREAS, the City hereby ratifies and confirms that the purposes of the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, were and are to approve the establishment of the Note Program and amendments thereto or extensions thereof

and to extend the pledge, lien and provisions of the Master Indenture to the Notes and the Note Costs and for the benefit of the Note Purchasers and to provide for the execution of one or more Note Purchase Agreements and amendments thereto or extensions thereof; and

WHEREAS, it is hereby found and determined that the Notes authorized in the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, shall constitute Senior Lien Obligations under the Master Indenture and shall be entitled to all of the benefits of the Master Indenture; and

WHEREAS, the City hereby ratifies and confirms its previous finding and determination that (i) the establishment of the Note Program, pursuant to which the Notes, bearing interest in the manner and having the characteristics as described in the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, may be issued, sold and delivered from time to time in an aggregate maximum principal amount not to exceed \$1,000,000,000, (ii) the execution of the Note Purchase Agreements, as well as the terms and conditions which the City may enter into future Note Purchase Agreements and amendments thereto or extensions thereof, and (iii) the delegation of certain powers to the Authorized Officer, in each case, are necessary and in the public interest, and the use of the proceeds of the Notes in the manner herein specified constitutes a valid public purpose; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this First Amendment to the Second Supplemental Indenture is approved is open to the public, and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this First Amendment to the Second Supplemental Indenture, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

## ARTICLE I

### PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this First Amendment to the Second Supplemental Indenture, the capitalized terms contained herein shall have the meanings given in the Master Indenture and the Original Second Supplemental Indenture.

Section 1.02. Titles and Headings. The titles and headings of the articles and sections of this First Amendment to the Second Supplemental Indenture 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 and shall never be considered or given any effect in construing this First Amendment to the Second Supplemental Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This First Amendment to the Second Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this First Amendment to the Second Supplemental Indenture.

(d) References to section numbers shall mean sections in this First Amendment to the Second Supplemental Indenture unless designated otherwise.

## ARTICLE II

### AMENDMENTS TO ORIGINAL SECOND SUPPLEMENTAL INDENTURE

Section 2.01. Amendment to Introduction of the Original Second Supplemental Indenture. The introductory paragraph to the Original Second Supplemental Indenture is hereby amended and restated in its entirety to read as follows:

“This Second Supplemental Indenture authorizing the City of Dallas, Texas Senior Lien Special Tax Revenue Notes, Series A (Kay Bailey Hutchison Convention Center Dallas Venue Project), dated June 1, 2025, as amended, modified or supplemented from time to time (this “Second Supplemental Indenture”), is by and between the City of Dallas, Texas (the “City”) and U.S. Bank Trust Company, National Association, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto herein or as otherwise defined in the Master Indenture (defined below).”

Section 2.02. Amendment to Definitions of “Maturity Date” and “Ordinance” in the Original Second Supplemental Indenture. The definitions of “Maturity Date” and “Ordinance” in the Original Second Supplemental Indenture are hereby amended and restated in their entirety to read as follows:

““Maturity Date” means December 15, 2026, as such date may be extended pursuant to the provisions hereof and the Note Purchase Agreements.”

““Ordinance” means, collectively, Ordinance No. 33128 of the City dated June 11, 2025 authorizing the Second Supplemental Indenture, Ordinance No. [\_\_\_\_\_] of the City dated [April 8], 2026 authorizing the First Amendment to the Second Supplemental Indenture, and any other ordinances of the City relating to the Note Program.”

Section 2.03. Amendment to Section 3.2(b) Dated Date; Maturity Date and Authorized Denominations of the Original Second Supplemental Indenture. Section 3.2(b) of the Original Second Supplemental Indenture is hereby amended and restated in its entirety to read as follows:

“(b) The Notes shall mature on a date that is not later than the earlier to occur of (i) December 15, 2026, as such date may be extended pursuant to the provisions hereof and the Note Purchase Agreements; and (ii) the termination date of the Note Purchase Agreements.”

Section 2.04. Amendment to Section 9.1 Delegation of Authority to Authorized Officer of the Original Second Supplemental Indenture. Section 9.1 of the Original Second Supplemental Indenture is hereby amended and restated in its entirety to read as follows:

“Section 9.1. Delegation of Authority to Authorized Officer.

(a) As authorized by Chapter 1371 and Chapter 1207, each Authorized Officer is hereby appointed and designated as an officer of the City, authorized to act on behalf of the City, from time to time, in connection with entering into Note Purchase Agreements and Fee Letters, selling and delivering, from time to time, Notes, and carrying out the duties and procedures specified in this Second Supplemental Indenture, and each Note Purchase Agreement, including approval (subject only to the limitations specified within this Second Supplemental Indenture and each Note Purchase Agreement ) of the following terms and provisions for each issue of Notes all in accordance with the applicable Note Purchase Agreement:

(i) the principal amount and whether the Notes issued from time to time are issued as taxable or tax-exempt;

(ii) the rate of interest or the method of calculating the interest to be borne on the principal amount of each Note;

(iii) the purchase or issuance date and Maturity Date, including the extension thereof as provided herein and in the Note Purchase Agreements;

(iv) the date, dates, or intervals on which interest on each Note shall be paid;

(v) the establishment of a replacement rate for the index rate utilized in the Note Purchase Agreements;

(vi) whether to renew or extend the term of the Note Purchase Agreements;

(vii) changes to the Form of Note in connection with an extension of the Note Purchase Agreements, including extensions to the Maturity Date, as provided herein and in the Note Purchase Agreements, and delivery of the Initial Note and any amendments thereto or replacements thereof to the Note Purchasers;

(viii) the identity and amount of any Outstanding Notes or Outstanding Senior Lien Obligations to be refunded or refinanced with a Note pursuant to this Second Supplemental Indenture and the applicable Note Purchase Agreement and to execute a Letter of Instructions pursuant thereto; and

(ix) such other matters as herein delegated to the Authorized Officer or as may be necessary to facilitate the issuance of Notes and the payment of any commitment fees or other fees and expenses or Note Costs as contemplated by this Second Supplemental Indenture.

(b) The Notes shall be issued subject to the following parameters:

(i) Notes shall mature no later than December 15, 2027.

(ii) The Notes shall bear interest at a rate no higher than the maximum interest authorized by Chapter 1204, Texas Government Code, as amended.

(iii) The total principal aggregate amount of the Notes (issued as both taxable and tax-exempt) shall not exceed \$1,000,000,000 and shall be issued in an amount sufficient to refund the outstanding Senior Lien Obligations.

(iv) With respect to Credit Agreements and Credit Agreement Obligations, such Credit Agreements shall:

- (1) Mature or expire no later than December 15, 2027, as may be extended pursuant to the terms of the Credit Agreement.
- (2) Contain rate(s) that do not exceed the maximum interest authorized by Chapter 1204, Texas Government Code, as amended.
- (3) Be secured by the Trust Estate as defined in the Master Indenture.
- (4) Be between the City and JPMorgan Chase Bank, N.A., or any affiliate thereof, including DNT Asset Trust.

The issuance of the Notes to refund the outstanding Senior Lien Obligations and the manner in which the refunding is being executed does not make it practicable to make the determination required by Section 1207.007 Texas Government Code, as amended; however the City hereby determines that such refunding of the Senior Lien Obligations is in the best interests of the City.

These characteristics, as finally determined by the Authorized Officer consistent with the provisions of this Second Supplemental Indenture, shall be evidenced in written instructions consistent with the applicable Note Purchase Agreement and (to the extent applicable) in each definitive Note or a pricing certificate and such delegations as contained herein shall expire no later than 365 days from the date of approval of this Second Supplemental Indenture.

All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts to satisfy the conditions for the issuance of the Notes as set forth in the Master Indenture, this Second Supplemental Indenture and the Note Purchase Agreements and amendments thereto or extensions thereof and to pay costs and expenses required to facilitate the issuance of Notes as amended and/or extended, and to make such elections with respect to the tax-exempt status of the Notes, as they may deem necessary and appropriate in order to consummate the delivery of the Notes. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State for examination and approval of the proceedings authorizing such Note, the appropriate officer of the City is hereby authorized and directed to issue a check or wire funds of the City payable to the Attorney General of the State as a nonrefundable examination fee in the amount required by Applicable Law.”

Section 2.05. Amendment to Exhibit A of the Original Second Supplemental Indenture. The Form of Note contained in Exhibit A of the Original Second Supplemental Indenture is hereby deleted and replaced with the Form of Note attached hereto as Exhibit A.

### ARTICLE III

#### AUTHORIZATION; EXTENSION OF NOTE PURCHASE AGREEMENTS; RATIFICATION OF THE ORIGINAL SECOND SUPPLEMENTAL INDENTURE

Section 3.01. Authorization. Pursuant to the authority conferred by and in accordance with Applicable Law, including particularly Chapter 1371, the Master Indenture, and the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, the City hereby ratifies and confirms the establishment of the Note Program, and hereby authorizes the

issuance of Notes under the Note Program from time to time in an aggregate principal amount not to exceed ONE BILLION DOLLARS (\$1,000,000,000) Outstanding at any one time for the purposes of (i) the payment of the Construction Costs of the Convention Center Venue Project, (ii) the refunding or refinancing of any obligations of the City secured by the Pledged Revenues, including the Notes and Outstanding Senior Lien Obligations and the payment of any Note Costs or Credit Agreement Obligations relating thereto, and (iii) the payment of costs of issuance of the Notes.

Section 3.02. Extension and Amendment of Note Purchase Agreements. The Authorized Officer is hereby authorized and directed to determine the final forms of and execute and deliver on behalf of the City amendments to the Note Purchase Agreements that extend the maturity date and expiration date of the Note Program, the Notes, or the Note Purchase Agreements to a date not later than December 15, 2026 (including the extension thereof as provided herein and in the Note Purchase Agreements), and make other certain amendments and conforming changes. The aggregate principal amount of Notes Outstanding at any one time under the amendments to the Note Purchase Agreements shall not exceed \$1,000,000,000. The City hereby ratifies and confirms its prior determination that the Note Purchase Agreements constitute Credit Agreements.

Section 3.03. Ratification of Original Second Supplemental Indenture and Related Delegations of Authority. The Original Second Supplemental Indenture shall remain in full force and effect, as amended and supplemented by this First Amendment to the Second Supplemental Indenture, and is hereby ratified and approved. As authorized by Chapter 1371 and Chapter 1207, Texas Government Code, as amended, the City ratifies and approves the delegation of authority to each Authorized Officer as provided in the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, including but not limited to the authority to act on behalf of the City, from time to time, in connection with entering into Note Purchase Agreements and amendments thereto or extensions thereof, selling and delivering, from time to time, Notes under the Note Program as amended and/or extended, and carrying out the duties and procedures specified in the Original Second Supplemental Indenture.

All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts to satisfy the conditions for the issuance of the Notes as amended and/or extended as set forth in the Master Indenture, the Original Second Supplemental Indenture, this First Amendment to the Second Supplemental Indenture, and the Note Purchase Agreements as amended and/or extended and to pay costs and expenses required to facilitate the issuance of Notes as amended and/or extended as they may deem necessary and appropriate in order to consummate the delivery of the Notes as amended and/or extended.

#### ARTICLE IV MISCELLANEOUS

Section 4.01. Further Procedures. The Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer, the Authorized Officer and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of the Original Second Supplemental Indenture, as amended by the First Amendment to the Second Supplemental Indenture, and the Note Purchase Agreements, as amended and extended. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 4.02. Further Delegations for the Notes. Pursuant to the provisions of the Act, the City delegates to the Authorized Officer the authority, to execute and/or consent to the delivery of any

agreements, consents, certificates, notices, or other instrument on behalf of the City that are authorized under the Master Indenture and the Original Second Supplemental Indenture, as amended by the First Amendment to the Second Supplemental Indenture, including the Paying Agent/Registrar Agreement, the Note Purchase Agreements as amended and/or extended and any certificate, notice, or other instrument required in connection with the establishment of the Note Program, the issuance of the Notes as amended and/or extended or to otherwise effectuate the purposes of the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture.

Section 4.03. Severability. If any Section, paragraph, clause or provision of this First Amendment to the Second Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of the Original Second Supplemental Indenture, as amended by the First Amendment to the Second Supplemental Indenture.

Section 4.04. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City at which this First Amendment to the Second Supplemental Indenture was adopted was posted at a place convenient and readily accessible at all times to the general public at the offices of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this First Amendment to the Second Supplemental Indenture and the subject matter thereof has been discussed, considered and formally acted upon. The City further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4.05. Statutory Verifications. The Trustee makes the following representations and covenants to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this First Amendment to the Second Supplemental Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment to the Second Supplemental Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this First Amendment to the Second Supplemental Indenture, notwithstanding anything in this First Amendment to the Second Supplemental Indenture to the contrary.

(a) Not a Sanctioned Company. The Trustee 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 Trustee and each 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.

(b) No Boycott of Israel. The Trustee hereby verifies that it and 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 First Amendment to the Second Supplemental Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Trustee 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 against a firearm entity or firearm trade association during the term of this First Amendment to the Second Supplemental Indenture. 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) No Boycott of Energy Companies. The Trustee 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 First Amendment to the Second Supplemental Indenture. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 4.06. Form 1295 Exemption. The Trustee represents that it is a wholly owned subsidiary of U.S. Bancorp., a publicly traded business entity, and therefore this First Amendment to the Second Supplemental Indenture is exempt from Section 2252.908, Texas Government Code, as amended.

Section 4.07. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any agent or employee of the City in his or her individual capacity. No agent or employee of the City shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.08. Force and Effect. This First Amendment to the Second Supplemental Indenture shall be in full force and effect from and after its final passage and it is so resolved.

PASSED AND APPROVED this \_\_ day of \_\_\_\_\_, 2026.

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City Manager  
City of Dallas, Texas

ATTEST:

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City Secretary  
City of Dallas, Texas

[SEAL]

TRUSTEE'S ACCEPTANCE OF TRUST AND DUTIES

The Trustee, acting by and through the below named duly authorized officer, hereby accepts the trusts imposed by the Original Second Supplemental Indenture, as amended by this First Amendment to the Second Supplemental Indenture, and the Master Indenture and agrees to perform the duties of Trustee hereunder, but only upon and subject to the express terms and conditions therein and herein.

Dated: \_\_\_\_\_

U.S. Bank Trust Company, National Association,  
as Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**FORM OF NOTES**

Form of Notes. The Form of Note, including the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

- (a) Form of Tax-Exempt Note Style:

United States of America  
State of Texas  
City of Dallas

SENIOR LIEN SPECIAL TAX REVENUE NOTES, SERIES A (TAX-EXEMPT)  
(KAY BAILEY HUTCHISON CONVENTION CENTER DALLAS VENUE PROJECT)

- (b) Form of Taxable Note Style:

United States of America  
State of Texas  
City of Dallas

SENIOR LIEN SPECIAL TAX REVENUE NOTES, SERIES A (TAXABLE)  
(KAY BAILEY HUTCHISON CONVENTION CENTER DALLAS VENUE PROJECT)

- (c) Form of Note:

[Insert Note Style]

Issuance Date: \_\_\_\_\_, 2026

\$1,000,000,000 Maximum Principal Amount

Maturity Date: December 15, 2026

The City of Dallas, Texas (the “City”), a municipality and corporate body politic of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to

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<sup>1</sup> To be inserted by the Authorized Officer.

or registered assigns on the Maturity Date specified above, the principal sum specified above, and to pay interest, if any, on said principal amount at the rates set forth in the \_\_\_\_\_<sup>1</sup> Note Purchase Agreement (defined below) entered into pursuant to the Indenture (as defined below) on the dates, and in the amounts, and calculated in the manner specified in the \_\_\_\_\_<sup>2</sup> Note Purchase Agreement referred to herein for a Note of the type specified above. This Note is issued to evidence obligations of the City under a Note Purchase Agreement, dated as of \_\_\_\_\_,<sup>3</sup> 2025, with \_\_\_\_\_<sup>4</sup> (as supplemented, amended, restated or modified from time to time, the “Note Purchase Agreement”). Both principal of and premium, if any, and interest on this Note (and on past due interest hereon, if and to the extent provided in such Note Purchase Agreement) and amounts under the related Fee Letter are payable in lawful money of the United States of America at the designated office of the Paying Agent/Registrar. No interest will accrue on the principal amount hereof after said Maturity Date, if then paid or due provision therefor is made in accordance with the Second Supplemental Indenture and the \_\_\_\_\_<sup>5</sup> Note Purchase Agreement. Upon the issuance of this Note, the principal amount of the Note is \$ \_\_\_\_\_.<sup>6</sup>

Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Master Indenture adopted by the City on October 1, 2023 and the Second Supplemental Indenture adopted by the City on \_\_\_\_\_,<sup>7</sup> 2025, each as supplemented, amended, restated or modified from time to time. The Master Indenture and the Second Supplemental Indenture are referred to herein as the “Indenture.” In the event of any conflict or inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture will control, unless inconsistent with the Note Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Note Purchase Agreement, the Note Purchase Agreement shall control.

This Note, together with other Notes authorized to be issued and from time to time outstanding under the Indenture, is payable from and equally and ratably secured by a lien on and pledge of (i) the proceeds from (a) the sale or exchange of other Notes issued for the purpose of refinancing, renewing, replacing, or redeeming this Note and (b) the sale of one or more series or issues of Obligations by the City subsequent to the Issuance Date hereof for the purpose of refinancing, renewing, or redeeming this Note and any Outstanding Senior Lien Obligations, (ii) amounts held in the related Note Payment Subaccount, and (iii) ratably with other Senior Lien Obligations Outstanding from time to time, a lien on and pledge of the Trust Estate. This Note is a Senior Lien \_\_\_\_\_<sup>8</sup> Obligation under the Master Indenture.

THE NOTE IS SUBJECT TO REDEMPTION prior to maturity on the terms, on the conditions, at the price, and in the manner described in the Indenture and the Note Purchase Agreement.

The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City except as otherwise described above, and the Owner hereof shall never have the right to demand payment of this obligation from any sources or properties of the City except as identified above. THE OWNERS OF THE NOTES SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS RAISED OR TO BE RAISED BY AD VALOREM TAXATION.

THE CITY HAS RESERVED THE RIGHT, subject to the restrictions contained in the Master Indenture, to issue additional Obligations, which may be secured by a lien on parity with, or subordinate

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<sup>1</sup> To be inserted by the Authorized Officer for a Taxable Note or a Tax-Exempt Note.

<sup>2</sup> To be inserted by the Authorized Officer for a Taxable Note or a Tax-Exempt Note.

<sup>3</sup> To be inserted by the Authorized Officer for a Taxable Note or a Tax-Exempt Note.

<sup>4</sup> To be inserted by Authorized Officer with name of the Note Purchaser.

<sup>5</sup> To be inserted by the Authorized Officer.

<sup>6</sup> To be inserted by the Authorized Officer.

<sup>7</sup> To be inserted by the Authorized Officer.

<sup>8</sup> To be inserted by the Authorized Officer.

and inferior to, the lien on the Pledged Revenues securing the Notes. Pursuant to the Master Indenture, the City may enter into one or more Credit Agreements subsequent to the authorization and issuance of the Note and Note Costs, the Credit Agreement Obligations due under which and certain other payments may be secured by a pledge of and lien on the Pledged Revenues on parity with or subordinate, and inferior to, the liens on the Pledged Revenues securing the Notes and Note Costs.

The Indenture contains provisions permitting the City to defease its obligations under the Master Indenture and the Second Supplemental Indenture and to amend the Master Indenture and Second Supplemental Indenture, subject to the terms of the Note Purchase Agreement.

It is hereby certified and recited that all acts, conditions, and things required by law and the Master Indenture to exist, to have happened, and to have been performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in regular and due time, form, and manner as required by law and that the issuance of this Note , together with all other Outstanding Notes, is not in excess of the principal amount of Notes permitted to be issued under the Second Supplemental Indenture.

This Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas. This Note may be transferred only on the Obligation Register. Upon surrender hereof at the designated office of the Paying Agent/Registrar, this Note may be exchanged for a like aggregate principal amount of fully registered Notes of authorized denominations of like interest rate provisions and maturity, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Note.

This Note shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Paying Agent/Registrar of the Paying Agent/Registrar Certificate hereon.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the manual or facsimile signature of the City Manager and attested by the City Secretary and the official seal of the City has been duly impressed or placed in facsimile on this Note.

\_\_\_\_\_  
City Manager  
City of Dallas, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Dallas, Texas

[SEAL]

(d) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING/AGENT/REGISTRAR

This Note is one of the Notes delivered pursuant to the within mentioned Second Supplemental Indenture in accordance with authorizing procedures approved by the Attorney General of Texas and registered with the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_ as Paying Agent/Registrar

By: \_\_\_\_\_

Dated: \_\_\_\_\_

(e) Form of Assignment.

ASSIGNMENT

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

\_\_\_\_\_ (print or typewrite name, address and zip code of transferee)

\_\_\_\_\_ (Social Security or other identifying number)

the within Note and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within the Note on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note.

\_\_\_\_\_  
Authorized Signatory

(f) Form of Comptroller's Registration Certificate.

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following Comptroller's Registration Certificate shall be obtained in connection with the approval of the Note. If an alternate form of registration certificate is utilized by the Comptroller of Public Accounts of the State, such form may be substituted for this Form of Comptroller's Registration Certificate.

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
OF THE STATE OF TEXAS

§  
§  
§

REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office the opinion of the Attorney General of the State of Texas approving the proceedings relating to the Senior Lien Special Tax Revenue Notes, Series A (Kay Bailey Hutchison Convention Center Dallas Venue Project), Series A [(Taxable)] [(Tax-Exempt)], and that the Proceedings have this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

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Comptroller of Public Accounts of the  
State of Texas