

**FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT
(TAX-EXEMPT)**

This First Amendment to Note Purchase Agreement (this “*Amendment*”) dated as of [____], 2026 (the “*Amendment Effective Date*”), is entered into between the CITY OF DALLAS, TEXAS (the “*City*”) and DNT ASSET TRUST (and its successors and assigns, the “*Purchaser*”). All capitalized terms used herein and not defined herein shall have the respective meanings set forth in the hereinafter defined Agreement.

W I T N E S S E T H

WHEREAS, the City and the Purchaser have previously entered into the Note Purchase Agreement dated as of August 1, 2025 (as amended, restated, supplemented, or modified from time to time, the “*Agreement*”) relating to the City’s Senior Lien Special Tax Revenue Notes, Series A (Tax-Exempt) (Kay Bailey Hutchison Convention Center Dallas Venue Project) (the “*Notes*”);

WHEREAS, pursuant to Section 8.7 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by the City and the Purchaser; and

WHEREAS, pursuant to Section 2.15 of the Agreement, the City has requested that the Purchaser extend the Expiration Date and make certain other amendments to the Agreement, and, pursuant to Section 2.15 of the Agreement, the Purchaser has agreed to extend such Expiration Date and to make such other amendments to the Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement is hereby amended as follows:

1.01. The defined terms “*Expiration Date*”, “*Maturity Date*”, “*Notes*” and “*Related Documents*” set forth in Section 1.1 of the Agreement are hereby amended in their entirety and as so amended shall be restated to read as follows:

“*Expiration Date*” means December 15, 2026, as such date may be extended pursuant to Section 2.15 hereof.

“*Maturity Date*” means the Expiration Date or such earlier date on which the Notes become due and owing in accordance with the terms of this Agreement; provided, however that all Notes issued pursuant to this Agreement shall mature no

later than December 15, 2026, as such date may be extended pursuant to Section 2.15 hereof.

“*Notes*” means the City of Dallas, Texas Senior Lien Special Tax Revenue Notes, Series A (Tax-Exempt) (Kay Bailey Hutchison Convention Center Dallas Venue Project).

“*Ordinance*” means, collectively, Ordinance No. 33128 of the City dated June 11, 2024, authorizing the Second Supplemental Indenture, this Agreement, the Fee Letter, the Notes and the transactions contemplated hereby and by the other Related Documents, Ordinance No. _____ of the City dated [April _8], 2026 authorizing the First Amendment to the Second Supplemental Indenture, the First Amendment to Note Purchase Agreement dated as of [____], 2026 between the City and the Purchaser (the “*First Amendment*”) and the Notes, and any other ordinances of the City relating to the Note Program (as defined in the Second Supplemental Indenture).

“*Related Documents*” means and includes (without limitation) this Agreement (including as amended by the First Amendment), the Fee Letter, the Master Indenture, the Second Supplemental Indenture, the First Amendment to the Second Supplemental Indenture, the Notes, the Ordinance, and any and all other documents which the City has executed and delivered, or may hereafter execute and deliver, to evidence or secure the City’s obligations hereunder or thereunder as the same may be amended, restated, modified or supplemented from time to time in accordance with their terms and the terms hereof.

1.02. Section 6.7 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 6.7. Refinancing. In the event any Notes remain outstanding on or after November 15, 2026, the City agrees to use its best efforts to expeditiously refinance the Notes in full as soon as possible after such date.

1.03. Exhibit A to the Agreement is hereby amended and restated in its entirety and as so amended shall be restated in the form set forth in Exhibit A attached hereto.

1.04 Section 2.15 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

2.15 *Extension of Purchase Period.* Not more than one hundred twenty (120) days prior to the Expiration Date, the City may submit a written request in the form of Exhibit B hereto to the Purchaser that the Expiration Date be extended for an additional period as agreed to by the parties hereto. The City may request one or more such extensions. Any such written request may be accompanied by requests to increase or decrease the amount, or otherwise modify the terms and conditions, of the Commitment. The Purchaser has no obligation to agree to extend

the Expiration Date or any other request or condition accompanying such request. If the Purchaser, in its sole discretion following such request by the City, agrees to extend the Expiration Date, the Purchaser shall give written notice of the election by the Purchaser to extend to the City and the Paying Agent/Registrar within thirty (30) days from the date of receipt of information necessary, in the Purchaser's reasonable judgment, to permit the Purchaser to make an informed credit decision; and such extension shall be subject to preparation, execution and delivery of documentation (which may include different terms than set forth herein as agreed to by the parties) in form and substance satisfactory to the Purchaser and the City. If the Purchaser does not so notify the City, the Expiration Date shall not be so extended. At the time of any extension, the Purchaser may, in its sole discretion as a condition to such extension, require changes in the terms and conditions of this Agreement, including, without limitation, the fees and interest rates referenced herein.

Any extension of the Expiration Date relating to the Notes is subject to the receipt of an opinion of nationally recognized bond counsel that such extension will not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes. Additionally, in connection with any extension of the Expiration Date: (i) the City and the Purchaser shall agree to any fees, an interest rate on the Notes and the new Expiration Date and the new Maturity Date, if applicable; and (ii) such other terms that the City and the Purchaser shall otherwise agree to. In connection with such an extension of the Maturity Date, the Purchaser may receive, upon request, a revised Note.

SECTION 2. REQUEST FOR EXTENSION OF EXPIRATION DATE AND MATURITY DATE.

The City hereby requests that the Bank extend the Expiration Date to December 15, 2026 and to extend the Maturity Date of the Notes to December 15, 2026, and the Bank hereby agrees to such request and waives the requirement in Section 2.15 of the Agreement that the City submit a written request for extension not more than one hundred twenty (120) days prior to the Expiration Date.

SECTION 3. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Effective Date subject to the satisfaction of or waiver by the Purchaser of all of the following conditions precedent:

3.01. Delivery by the City and the Purchaser of an executed counterpart of this Amendment and the First Amendment to Note Purchase Agreement dated as of [____], 2026 between the City and the Purchaser relating to the City's Senior Lien Special Tax Revenue Notes, Series A (Taxable) (Kay Bailey Hutchison Convention Center Dallas Venue Project).

3.02. Delivery to the Purchaser of the First Amendment to the Second Supplemental Indenture executed by the City and the Trustee (the "*Amended Second Supplemental Indenture*").

3.03. Receipt by the Purchaser of the authorizing ordinance of the City approving the execution, delivery and performance of this Amendment and the Amended Second Supplemental Indenture.

3.04. Receipt by the Purchaser of a customary certificate executed by appropriate officers of the City including the incumbency and signature of the officer of the City executing this Amendment and the Amended Second Supplemental Indenture.

3.05. Receipt by the Purchaser of an opinion of counsel to the City, addressed to the Purchaser, which shall include an enforceability opinion, and an opinion of Bond Counsel to the effect that the extension of the Expiration Date and the Maturity Date contemplated hereby will not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes.

3.06. Payment directly to Chapman and Cutler LLP, legal counsel to the Purchaser ("*Purchaser Counsel*") within thirty (30) days of receipt of an invoice from Purchaser Counsel, of the reasonable legal fees and expenses of Purchaser Counsel.

3.07. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Purchaser and its counsel.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

4.01. The City represents and warrants to the Purchaser as follows:

(a) the representations and warranties of the City contained in Article V of the Agreement and in each of the Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 5.6 of the Agreement shall be deemed to refer to the most recent financial statements of the City delivered to the Purchaser pursuant to Section 6.1 of the Agreement); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

4.02. In addition to the representations given in Article V of the Agreement, the City hereby represents and warrants as follows:

(a) The execution, delivery and performance by the City of this Amendment and the Amended Second Supplemental Indenture and the performance by the City of the Agreement, as amended hereby, and the Master Indenture, as amended and supplemented by the Amended Second Supplemental Indenture, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Amendment and the Amended Second Supplemental Indenture or the performance by the City of the Agreement, as amended hereby, and the Master Indenture..

(c) This Amendment, the Agreement, as amended hereby, and the Amended Second Supplemental Indenture constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the City, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4.03. The Purchaser represents and warrants to the City as follows:

The Purchaser 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 Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Purchaser 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 Amendment shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Amendment, notwithstanding anything in this Amendment to the contrary.

(a) Not a Sanctioned Company. The Purchaser 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 Purchaser 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 Purchaser 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 Amendment. 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 Purchaser 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 Amendment. 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 Purchaser 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 Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(e) Form 1295 Exemption. The Purchaser represents that it is a wholly owned subsidiary of JPMorgan Chase & Co., a publicly traded business entity, and therefore this Amendment is exempt from Section 2252.908, Texas Government Code, as amended.

SECTION 5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT AND THE AGREEMENT, AS AMENDED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS; PROVIDED, HOWEVER, THAT THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PURCHASER UNDER THIS AMENDMENT AND THE AGREEMENT, AS AMENDED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PROVISIONS (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402). Section 8.13 of the Agreement is incorporated herein by reference.

This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract; *provided* that such execution shall be in accordance with Section 8.22 of the Agreement, which Section 8.22 is incorporated herein by reference.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Note Purchase Agreement to be duly executed by their respective authorized officers as of the date first above written.

CITY OF DALLAS, TEXAS

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

TAMMY L. PALOMINO
City Attorney
City of Dallas, Texas

By: _____
Name: _____
Title: _____

DNT ASSET TRUST

By: _____

Name: Justin Wahn

Title: Authorized Officer

EXHIBIT A

REQUEST FOR PURCHASE

DNT Asset Trust
JPMorgan Chase Bank, National Association
c/o JPMorgan Chase Bank, National Association
Public Finance & Infrastructure Direct Lending
270 Park Avenue, 3rd Floor
Mail Code: NY1-1101
New York, New York 10017
Attention: Justin Wahn, Executive Director
Telephone: (212) 270-3813
Email: justin.d.wahn@jpmorgan.com

With a copy to:

PFG Servicing
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2017
Attention: PFG Servicing
Email: PFG_Servicing@jpmorgan.com

U.S. Bank Trust Company, National
Association, as Trustee
c/o U.S. Bank Global Corporate Trust Services
8 Greenway Plaza, Suite 1100
Houston, TX 77046-0892
Attention: C. Germaine Morgan
Telephone: (972)-374-2624
Email: germaine.morgan@usbank.com

Re: The City of Dallas, Texas Senior Lien Special Tax Revenue Notes Series A
(Kay Bailey Hutchison Convention Center Dallas Venue Project) (the “Notes”)

Date: _____

Ladies and Gentlemen:

The City refers to the Note Purchase Agreement dated as of August 1, 2025 (together with any amendments or supplements thereto, the “*Agreement*”), between the City of Dallas, Texas (the “*City*”) and DNT Asset Trust (the “*Purchaser*”) (the terms defined therein being used herein

as therein defined) and hereby requests, pursuant to Section 2.1 of the Agreement, that the Purchaser make a purchase of Notes under the Agreement, and in that connection sets forth below the following information relating to such purchase (the “*Proposed Purchase*”):

1. The Business Day of the Proposed Purchase is _____, 20__ (the “*Purchase Date*”), which is at least three Business Days after the date hereof.
2. The principal amount of the Proposed Purchase is \$_____, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.
3. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Second Supplemental Indenture and the Agreement.
4. The Maturity Date shall be December 15, 2026, as such date may be extended pursuant to Section 2.15 of the Agreement.
5. Upon the completion of the Proposed Purchase on the date specified in (1) above, the remaining principal amount of the Available Commitment is \$_____.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in subsection 4.2 of the Agreement have been satisfied on and as of the date hereof.

JPMorgan Chase Bank, National Association, as Calculation Agent, is requested to determine the interest rate for the Notes for the initial Interest Period and to advise the City of such interest rate via the electronic email addresses specified below.

The Proposed Purchase shall be made by the Purchaser by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Insert wire instructions]

CITY OF DALLAS, TEXAS

By: _____

Name: _____

_____ Title: