

DALLAS AREA RAPID TRANSIT

NINETEENTH SUPPLEMENTAL DEBT RESOLUTION

authorizing

DALLAS AREA RAPID TRANSIT
SENIOR LIEN SALES TAX REVENUE REFUNDING BONDS, SERIES 2019

Adopted February 12, 2019

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RESOLUTION NO. _____

NINETEENTH SUPPLEMENTAL DEBT RESOLUTION AUTHORIZING THE ISSUANCE OF DALLAS AREA RAPID TRANSIT SENIOR LIEN SALES TAX REVENUE REFUNDING BONDS IN ONE OR MORE SERIES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$365,000,000, SUBJECT TO CERTAIN PARAMETERS; PROVIDING FOR THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE BOND PURCHASE AGREEMENTS RELATING TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF ESCROW AGREEMENT(S); APPOINTING A PAYING AGENT/REGISTRAR; AUTHORIZING APPROVAL OF PRELIMINARY OFFICIAL STATEMENT(S) AND FINAL OFFICIAL STATEMENT(S); PROVIDING FOR THE EXECUTION AND DELIVERY OF THE BONDS; AND PROVIDING OTHER TERMS, PROVISIONS AND COVENANTS WITH RESPECT TO THE BONDS

WHEREAS, Dallas Area Rapid Transit (“DART”) is a subregional transportation authority, public body corporate and politic, operating pursuant to the laws of the State of Texas, including the provisions and requirements of Chapter 452, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on January 23, 2001, the Subregional Board of Directors (the “Board”) of DART adopted its Master Debt Resolution (as amended, the “Master Debt Resolution”) relating to the financing and refinancing of expansions, improvements and further developments to DART’s System. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned thereto in the Master Debt Resolution; and

WHEREAS, the Master Debt Resolution establishes the provisions, terms, and conditions of, and the security for, DART’s bonds, notes, and credit agreements, to be issued and executed from time to time for its lawful purposes, by (i) prescribing the terms and conditions upon the basis of which the Initial Senior Lien Obligations, Additional Senior Lien Obligations, and Subordinate Lien Obligations, including Credit Agreement Obligations, may be issued and executed, and (ii) providing, establishing, and confirming the pledge, security, and liens securing DART’s obligations to pay all of such Obligations when due; and

WHEREAS, pursuant to certain amendments to the Act, being Acts 2009, 81st Leg., Ch. 47, §1, effective May 19, 2009, DART is now authorized to pledge to the payment of its Obligations any part of the revenue of its public transportation system, such pledge being a first lien or charge against such revenues; and

WHEREAS, pursuant to the authority of the Act and Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), DART has determined to pledge, in addition to the Gross Sales Tax Revenues, certain of its System revenues, consisting of a portion of its farebox revenues (such portion defined herein as the “Pledged Farebox Revenues”), as additional security for the

Obligations and, thereby, subject such Pledged Farebox Revenues to the pledge and lien of the Master Debt Resolution as additional funds constituting Pledged Revenues; and

WHEREAS, there are presently outstanding certain obligations of DART described on Schedule I attached hereto and incorporated herein by reference for all purposes (the "Refunded Obligation Candidates"); and

WHEREAS, the Board, pursuant to Chapter 1207 of the Texas Government Code, as amended ("Chapter 1207") and Chapter 1371, hereby determines that DART should authorize and issue Additional Senior Lien Obligations permitted by Section 3.2 of the Master Debt Resolution for the purposes of (i) refunding all or any portion of the Refunded Obligation Candidates, and (ii) paying the costs of issuance thereof; and

WHEREAS, the Board hereby finds and determines that it is in the best interests of DART that the Additional Senior Lien Obligations issued pursuant to this Resolution be publicly marketed and sold pursuant to one or more Bond Purchase Agreements; and

WHEREAS, Chapter 1207 authorizes DART to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment for any of the Refunded Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 authorizes DART to enter into an escrow agreement with any place of payment for the Refunded Obligations, or other commercial bank or trust company that meets the qualifications set forth in Chapter 1207, with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as DART and such entity may agree, provided that such deposits may be invested and reinvested only in Government Securities (as defined in Section 10.2(e) of the Master Debt Resolution) and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations; and

WHEREAS, the escrow agreement hereinafter authorized constitutes an escrow agreement of the kind authorized by Chapter 1207; and

WHEREAS, the Board hereby finds and determines that the specific terms and provisions of such series of Additional Senior Lien Obligations shall be as set forth in the Pricing Certificate authorized to be executed as prescribed herein, such specific terms and provisions being subject to the parameters set forth in this Resolution; and

WHEREAS, the Board finds and determines that the issuance of such Additional Senior Lien Obligations for the purpose of refunding the Refunded Obligation in order to achieve a debt service savings with respect to the Refunded Obligations is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DART:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Short Title. This Resolution may be cited herein as the or this “Resolution,” and hereafter in other documents and without further description as the “Nineteenth Supplemental Debt Resolution.”

Section 1.2 Definitions. The capitalized terms used herein, including in the preambles hereto, that are not otherwise defined herein shall have the same meanings and definitions as are applied to such terms, respectively, in, or incorporated into, the Master Debt Resolution. Additionally, unless otherwise expressly provided or unless the context clearly requires otherwise, the following additional terms shall have the respective meanings specified below:

“Authorized Officer” – means the President/Executive Director; the Chief Financial Officer; the Senior Vice President, Finance; the Treasurer; the Assistant Treasurer; and such other officers or employees of DART as may be authorized to perform duties under this Resolution by the Board.

“Bond” – means any of the Bonds.

“Bond Counsel” and “Co-Bond Counsel” – mean one or more firms of nationally recognized attorneys (including groups of attorneys) selected by DART that are experienced in financings through the issuance of tax-exempt obligations under section 103 of the Code.

“Bond Purchase Agreement” – means, collectively, one or more Bond Purchase Agreements to be entered into between DART and the Underwriters.

“Bonds” – means the Additional Senior Lien Obligations, in one or more series, authorized by Section 3.2 of the Master Debt Resolution and further described in Sections 3.1 and 3.2 hereof and the Pricing Certificate.

“Chief Financial Officer” – means the Chief Financial Officer of DART.

“Closing Date” – means the date(s) on which the Bonds are actually delivered to and paid for by the Underwriters.

“Code” – means the Internal Revenue Code of 1986, as amended.

“Coverage Tests” – mean the financial tests that DART is required to meet as preconditions to the issuance of Senior Lien Obligations as set forth in Sections 3.2(b)(iii) and 3.2(b)(iv) of the Master Debt Resolution.

“Dated Date” – means the date(s) set forth on each of the Bonds.

“Designated Payment/Transfer Office” – means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Houston, Texas, or such other location as may be designated by the Paying Agent/Registrar by written notice to DART, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by DART and such successor.

“DTC” – means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” – means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such parties.

"Eighteenth Supplemental Debt Resolution" means Resolution No. 180121 adopted by the Board on November 13, 2018, that authorizes DART's Senior Subordinate Lien Sales Tax Revenue Commercial Paper Notes, Series III.

“Eighth Supplemental Debt Resolution” – means Resolution Number 120053 adopted by the Board on April 24, 2012, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds, Series 2012.

“Eleventh Supplemental Debt Resolution” – means Resolution Number 140108 adopted by the Board on October 7, 2014, that authorizes DART’s Senior Lien Sales Tax Revenue Refunding Bonds, Series 2014A.

“EMMA” – means the Electronic Municipal Market Access System.

“Escrow Agent” – means the entity named as escrow agent in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” – means each Escrow Agreement to be executed between DART and the Escrow Agent as contemplated and authorized in Section 10.3.

“Escrow Fund” – means the special fund established by that name in the Escrow Agreement.

“Federal Tax Certificate” – means one or more certificates regarding federal income tax matters, delivered by DART at the time of the first delivery of any of the Bonds, as amended or supplemented from time to time.

“Fifteenth Supplemental Debt Resolution” – means the Amended and Restated Fifteenth Supplemental Debt Resolution, being Resolution No. 180083, adopted by the Board on August 28, 2018, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds, Taxable Series 2018.

"Financial Obligation" means a (i) debt obligation , (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that

"financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fifth Supplemental Debt Resolution" – means Resolution No. 080078, adopted by the Board on May 27, 2008, that authorizes DART's Senior Lien Sales Tax Revenue Bonds, Series 2008.

"First Supplemental Debt Resolution" – means Resolution Number 010015, adopted by the Board on January 23, 2001, as amended by the Board on October 25, 2005, pursuant to Resolution Number 050149, and on April 13, 2010, pursuant to Resolution Number 100049.

"Fourteenth Supplemental Debt Resolution" – means Resolution Number 160023 adopted by the Board on March 8, 2016, that authorizes DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2016A and DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2016B.

"Fourth Supplemental Debt Resolution" – means Resolution Number 070013, adopted by the Board on January 23, 2007, that authorizes DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2007.

"Initial Bonds" – means the Initial Bonds described in Section 7.2.

"Interest Payment Date" – means the date or dates upon which interest on the Bonds is scheduled to be paid, such dates being June 1 and December 1 of each year commencing on the date set forth in the Pricing Certificate.

"Mandatory Redemption Dates" – means the dates on which DART is obligated to redeem Bonds in advance of their respective Stated Maturity Dates in accordance with Section 5.3, which dates are set forth in the Pricing Certificate.

"Master Debt Resolution" – means Resolution Number 010014, bearing that title, and adopted by the Board on January 23, 2001, as from time to time amended and supplemented.

"Master Paying Agent Agreement" – means the Master Paying Agent Agreement between DART and the Paying Agent/Registrar that specifies the duties and responsibilities of the Paying Agent/Registrar with respect to the Bonds and other Obligations issued by DART pursuant to the authority reserved in the Master Debt Resolution.

"Maturity" – means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceeding for prior redemption.

"Nineteenth Supplemental Debt Resolution" – means this Resolution, being Resolution No. _____, adopted by the Board on February 12, 2019, that authorizes DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2019

"Ninth Supplemental Debt Resolution" – means Resolution Number 120162, adopted by the Board on November 13, 2012, that authorizes DART's Senior Lien Sales Tax Revenue Bonds, Taxable Series 2012A.

“Outstanding Resolutions” – means the Master Debt Resolution, the First Supplemental Debt Resolution, the Second Supplemental Debt Resolution, the Third Supplemental Debt Resolution, the Fourth Supplemental Debt Resolution, the Fifth Supplemental Debt Resolution, the Sixth Supplemental Debt Resolution, the Seventh Supplemental Debt Resolution, the Eighth Supplemental Debt Resolution, the Ninth Supplemental Debt Resolution, the Tenth Supplemental Debt Resolution, as amended, the Eleventh Supplemental Debt Resolution, the Twelfth Supplemental Debt Resolution, the Thirteenth Supplemental Debt Resolution, the Fourteenth Supplemental Debt Resolution, as amended, Fifteenth Supplemental Debt Resolution, the Sixteenth Supplemental Debt Resolution, the Eighteenth Supplemental Debt Resolution and this Resolution, and any other Supplemental Resolutions under and pursuant to which any Outstanding Obligations have been issued or executed, or prior resolutions amended.

“Paying Agent/Registrar” – means the commercial bank heretofore designated and appointed by DART to serve in such capacity, or any successor thereto as provided in this Resolution.

“Pledged Funds” – means the Senior Lien Debt Service Fund and the special accounts created thereunder.

“Pledged Farebox Revenues” – means with respect to any Debt Service Accrual Period, all fares collected by or on behalf of DART for its bus, rail and paratransit services in an amounts each year no less than the amounts stated in Schedule II attached hereto, and to the extent the Bonds or any Obligations continue to be outstanding beyond the last year set forth in Schedule II, the amount of Pledged Farebox Revenues in each year thereafter shall never be less than the amount set forth in Schedule II for the final year. The amounts stated in Schedule II attached hereto are based on the amounts stated in Column C of Exhibit B to the Pricing Certificate with respect to the Senior Lien Sales Tax Revenue Bonds, Series 2010B.

“Preliminary Official Statement” – means the Preliminary Supplemental Official Statement, if any, relating to the Bonds as approved in Section 11.1.

“President” – means the President/Executive Director of DART.

“Pricing Certificate” – means one or more certificates executed by the Authorized Officer, as contemplated and authorized in Section 3.3.

“Rebate Fund” – means the special fund created in Section 9.4(h) and is the type of fund referred to in the definition of that term in the Master Debt Resolution.

“Record Date” – means with respect to the Bonds, the close of business on the 15th day of the month next preceding an Interest Payment Date or such other date as set forth in the Pricing Certificate.

“Redemption Prices” – means the respective prices at which Bonds are to be redeemed pursuant to the optional and mandatory redemption provisions hereof, the specific redemption prices being set forth in the Pricing Certificate.

“Refunded Obligation Candidates” – means those presently outstanding Obligations listed and described in Schedule I hereto.

“Refunded Obligations” – means the Obligations designated in the Pricing Certificate from the universe of Refunded Obligation Candidates.

“Representation Letter” – means the “Blanket Issuer Letter of Representations” between DART and DTC, as ratified in Section 3.11(c).

“Resolution” – means this Nineteenth Supplemental Debt Resolution, approved by the Board on February 12, 2019, pursuant to the Master Debt Resolution that authorizes the issuance of the Bonds.

“Second Supplemental Debt Resolution” – means Resolution Number 010096 adopted by the Board on July 10, 2001, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds, Series 2001.

“Seventeenth Supplemental Debt Resolution” – means Resolution Number 180120 adopted by the Board on November 13, 2018, that authorizes DART’s Senior Subordinate Lien Sales Tax Revenue Commercial Paper Notes, Series IIA and B.

“Seventh Supplemental Debt Resolution” – means Resolution Number 100114 adopted by the Board on September 14, 2010, that authorizes DART’s Senior Lien Sales Tax Revenue Refunding Bonds, Series 2010A and DART’s Senior Lien Sales Tax Revenue Bonds, Series 2010B.

“Sixteenth Supplemental Debt Resolution” – means the Amended and Restated Sixteenth Supplemental Debt Resolution, being Resolution Number 180083 adopted by the Board on August 28, 2018, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds.

“Sixth Supplemental Debt Resolution” – means Resolution Number 090076 adopted by the Board on May 26, 2009, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds, Series 2009A and DART’s Senior Lien Sales Tax Revenue Bonds, Taxable Series 2009B (Build America Bonds – Direct Payment to Issuer).

“Stated Maturity Dates” – means the respective dates on which the Bonds are stated to mature as provided in the Pricing Certificate.

“Tenth Supplemental Debt Resolution” – means, collectively, Resolution Number 130030, adopted by the Board on April 9, 2013, as amended by Resolution of the Board on adopted June 24, 2014, that authorizes the Notes.

“Third Supplemental Debt Resolution” – means Resolution Number 020114 adopted by the Board on July 9, 2002, that authorizes DART’s Senior Lien Sales Tax Revenue Bonds, Series 2002.

“Thirteenth Supplemental Debt Resolution” – means Resolution Number 150118 adopted by the Board on November 17, 2015, that authorizes DART’s Senior Lien Sales Tax Revenue

Refunding and Improvement Bonds, Series 2015 and DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2016A, for the purposes and terms as set forth in the relevant Pricing Certificate.

“Twelfth Supplemental Debt Resolution” – means Resolution Number 140125 adopted by the Board on November 18, 2014, that authorizes DART's Senior Lien Sales Tax Revenue Refunding Bonds, Series 2014B.

“Underwriters” – means the person, firm or entity or the group thereof, initially purchasing the Bonds from DART named in a Bond Purchase Agreement.

Section 1.3 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Resolution 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 Resolution or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 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) Article and Section references shall mean references to Articles and Sections of this Resolution unless designated otherwise.

(c) If any one or more of the covenants, provisions or agreements contained herein should be contrary to Applicable Law, then such covenants, provisions or agreements shall be deemed separable from the remaining covenants, provisions, and agreements hereof, and shall in no way affect the validity of the remaining covenants, provisions, and agreements contained in this Resolution.

Section 1.5 Declarations and Additional Rights and Limitations Under Master Debt Resolution and Other Documents. (a) For all purposes of the Master Debt Resolution, DART declares and provides as follows:

(i) The Bonds are Bond Obligations that are Additional Senior Lien Obligations that are authorized by Section 3.2 of the Master Debt Resolution.

(ii) Prior to the issuance of the Bonds, DART will meet the Coverage Tests imposed as a precondition to the issuance of Additional Senior Lien Obligations.

(iii) The Bonds are not Interim Obligations.

(iv) Administrative Expenses relating to the Bonds shall include (A) the fees and reasonable expenses owed to the Paying Agent/Registrar, and (B) the amounts, if any, required by Applicable Law to be paid to the United States Internal Revenue Service as rebate of investment earnings on any fund or account subject to rebate under the Code.

(v) The Paying Agent/Registrar is a Paying Agent and Registrar required by the Master Debt Resolution with respect to the Bonds.

(vi) Each registered owner of each Bond according to the Obligation Register relating to such Bond Obligation, is a Holder under the Master Debt Resolution.

(vii) This Resolution is a Supplemental Resolution adopted pursuant to Sections 9.2(a)(v), 9.2(a)(vi) and 9.3 of the Master Debt Resolution.

(viii) Each of the Authorized Officers is designated and appointed as an “officer” of DART for the purposes of administering this Resolution, the Escrow Agreement, the Bond Purchase Agreement and the Master Paying Agent Agreement in accordance with Chapters 1207 and 1371.

(ix) The Stated Maturity Dates and the Mandatory Redemption Dates established in accordance with Articles III and V are Principal Payment Dates for the purposes of the Master Debt Resolution.

(x) The Bonds are “Additional Senior Lien Obligations” under the Master Debt Resolution, secured by an irrevocable, first and senior lien on and pledge of the Pledged Revenues (which includes Pledged Farebox Revenues) and by money on deposit in the Senior Lien Debt Service Fund that is and will always continue to be on a parity with any previously issued Initial Senior Lien Obligations and all other Additional Senior Lien Obligations that are Outstanding from time to time.

(xi) The Bonds and the Administrative Expenses described in subparagraph (iv) of this Section 1.5(a) are secured solely by the lien on and pledge of Pledged Revenues as Senior Lien Obligations, but, DART may, but is not required to, pay the same from any other legally available funds held by DART, including, without limitation, the proceeds of Obligations and amounts held in the General Operating Fund.

(xii) The recitals set forth in the preamble hereof, including specifically without way of limitation, the fifth recital pledging as part of the Pledged Revenues under the Master Debt Resolution the pledge of Pledged Farebox Revenues are hereby incorporated and made a part of this Nineteenth Supplement.

(b) For all purposes of the Outstanding Resolutions, the following additional rights and limitations are granted and imposed:

(i) In addition to its right to amend the Outstanding Resolutions without the consent of or notice to the Holders of Bond Obligations, under Section 9.2 of the Master Debt Resolution, DART shall have the right to amend the Outstanding Resolutions without the consent of or notice to the Holders of the Bonds, under Sections 9.3 or 9.4 of the Master Debt Resolution, if the Bonds are insured and such amendment is approved by the Insurer, and by all Credit Providers, if any, and each Bondholder Representative, if any, whose consent is required by another Supplemental Resolution. If the Bonds are not insured, DART must obtain the consent of the Holders if otherwise required by Article IX of the Master Debt Resolution. In the event that less than all of the maturities of the Bonds are

insured, the Insurer shall be deemed to be the Holder of those Bonds for which the Policy of the Insurer is effective for the purpose of determining whether the requisite percentage of Holders have given their consent, if required, pursuant to Sections 9.3 and 9.4 of the Master Debt Resolution.

(ii) Whenever in this Resolution, the Pricing Certificate or in the Master Debt Resolution, the right is granted to redeem Bonds in advance of a Stated Maturity Date, any such redemption may be accomplished with any lawfully available money. The Bonds may be redeemed according to their respective terms, and pro rata redemptions are not required. All money delivered to the Paying Agent/Registrar for the purpose of paying the principal of and interest on Bonds shall be held uninvested by the Paying Agent/Registrar.

(iii) In the event of the occurrence of an Event of Default, the right of acceleration of the Stated Maturity Date or the Mandatory Redemption Date of any Bond is not granted as a remedy, and the right of acceleration is expressly denied.

(iv) The specific information that must be provided pursuant to the disclosure requirements of the Rule, if applicable, with respect to the Bonds shall be (A) the audited financial statements of DART for each Fiscal Year ending on and after September 30, 2019 and (B) the annual financial information data contained in the charts set forth under “DART’S FINANCIAL PRACTICES AND RESOURCES” in DART’s Annual Disclosure Statement for the Period Ended September 30, 2019.

ARTICLE II

PURPOSES, PLEDGE AND SECURITY FOR BONDS

Section 2.1 Purposes of Resolution. The purposes of this Resolution are to authorize, subject to the parameters set forth herein, the Authorized Officer to approve the specific terms and provisions of one or more series of Bonds as evidenced by the execution and delivery of one or more Pricing Certificates; to extend expressly the pledge, lien, security, and provisions of the Master Debt Resolution to and for the benefit of the Holders of the Bonds; to provide for certain rights in addition to those provided for in the Master Debt Resolution; and, to the extent determined by an Authorized Officer to be appropriate, to sell the Bonds to the Underwriters pursuant to the Bond Purchase Agreement.

Section 2.2 Pledge of Pledged Revenues. DART hereby irrevocably pledges the Pledged Revenues, including, specifically, the Pledged Farebox Revenues, to the payment of the Bonds herein authorized. The pledge, security, and the filing provisions of Sections 2.3, 2.4 and 2.5 of the Master Debt Resolution are hereby expressly restated, fixed, brought forward and granted to the Holders of the Obligations with respect to the Pledged Revenues.

Section 2.3 Pledge, Security for, Sources of Payment of Bonds. (a) The levy of the Sales Tax and the pledge of Pledged Revenues, the security, and the filing provisions of Sections 2.2, 2.3, 2.4 and 2.5 of the Master Debt Resolution are hereby expressly restated, fixed, brought forward and granted to the Holders of the Bonds, subject to the terms of such Sections.

(b) The Bonds are “Additional Senior Lien Obligations” under the Master Debt Resolution, secured by an irrevocable, first and senior lien on and pledge of the Pledged Revenues, including, specifically the Pledged Farebox Revenues, and by money on deposit in the Senior Lien Debt Service Fund that is and will always continue to be (i) on a parity with any previously issued Initial Senior Lien Obligations and all other Additional Senior Lien Obligations that are Outstanding from time to time, as declared and provided in Section 2.3 of the Master Debt Resolution, and (ii) senior to the liens, rights, and pledges heretofore or hereafter granted in favor of the Holders of Subordinate Lien Obligations.

Section 2.4 Covenant Regarding Operating Expenses. DART hereby covenants and agrees that Gross Sales Tax Revenues transferred to the General Operating Fund pursuant to Section 5.3(a)(x) of the Master Debt Resolution shall be used to pay the costs of operating and maintaining the System and other lawful purposes with respect to the System.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS OF THE BONDS; DELEGATION TO AUTHORIZED OFFICERS

Section 3.1 Authorization; Taxable and Tax-Exempt Bonds. (a) Subject to the parameters set forth below and the other provisions hereof, one or more series of Additional Senior Lien Obligations, having the titles and series designations set forth in the Pricing Certificates are hereby authorized to be issued from time to time, in the maximum aggregate principal amount of not to exceed \$365,000,000 (exclusive of premium), for the purposes of (i) refunding all or a portion of the Refunded Obligation Candidates; and (ii) paying the costs of issuing the Bonds, in each case to be issued and delivered in accordance with Applicable Law.

(b) The Authorized Officers are authorized and directed to transfer to the Escrow Fund on the Closing Date (a) all amounts held in the Senior Lien Debt Service Fund allocable to Refunded Obligations, and (b) such other moneys in DART’s unencumbered funds and accounts, if any, which together with the deposit of Bond proceeds to the Escrow Fund pursuant to Section 9.1, are sufficient to defease the applicable Refunded Obligations.

Section 3.2 General Terms and Provisions of the Bonds. (a) The Bonds shall be issued in one or more series, in fully registered form without coupons, dated the Dated Date, all as set forth in the Pricing Certificate.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered IB-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i)

the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3 Delegation to Authorized Officers. (a) As authorized by Chapters 1207 and 1371, the Authorized Officers are each hereby authorized, appointed, and designated as authorized officers who are authorized to act individually on behalf of DART in the selling and delivering of the Bonds and carrying out the other procedures specified in this Resolution, including the determination of the price at which each of the Bonds will be sold pursuant to a Bond Purchase Agreement, the Underwriters' fee (or discount), the form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Refunded Obligations, the selection of the Refunded Obligations from the Refunded Obligation Candidates, the aggregate principal amount of the Bonds, the series designation for the Bonds and any additional or different designation or title by which the Bonds of each series shall be known, the rate of interest to be borne by each maturity, the date, prices and terms upon and at which the Bonds shall be subject to redemption at the option of DART and shall be subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale, and delivery of the Bonds, including the refunding of the Refunded Obligations, all of which shall be specified in each respective Pricing Certificate; provided, however, that such Additional Senior Lien Bonds are subject to the following:

Maximum Par Amount	\$365,000,000
Maximum Coupon Rate	5.0%
Maximum Interest Rate (True Interest Cost-TIC)	5.0%
Maximum Underwriters' Discount	.50%
Minimum Net Present Value Savings	4.0%
Maximum Maturity Date	December 1, 2034

(b) The authority granted under this Resolution to the Authorized Officer shall be in effect for a six month period from adoption of this Resolution and, in the event the authority is not exercised in such six month period, the authority delegated hereunder shall automatically expire.

Section 3.4 Execution of Bond Purchase Agreement. The Authorized Officer is authorized to enter into and carry out one or more Bond Purchase Agreements, with the terms specified in a Pricing Certificate, and other matters including representations, warranties and covenants of DART, as shall be determined by the Authorized Officer and set forth therein.

(a) The Authorized Officer is authorized to provide for a Policy, if any, with respect to the Bonds. The Authorized Officer shall specify the name of the Insurer in the Pricing Certificate and shall specify therein which maturity or maturities, if any, will be insured. Any Authorized Officer is authorized to execute any instruments requested by an Insurer in connection with the

provision of insurance and to pay any insurance premiums required in connection with such insurance.

(b) The Bonds (i) may be redeemed prior to their respective Stated Maturity Dates as provided for in a Pricing Certificate, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics set forth herein, and (v) shall be signed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated in this Resolution and as determined by the Authorized Officer in the Pricing Certificate, as provided herein, with such changes and additions otherwise consistent with this Resolution as are required to meet the terms of the Pricing Certificate and the Bond Purchase Agreement.

Section 3.5 Medium, Method and Place of Payment. (a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to the Holders whose names appear in the Obligation Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Board. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Current Interest Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the Holder entitled to such payment, United States mail, first class postage prepaid, to the address of the Holder as it appears in the Obligation Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the Holder on the due date thereof (whether at the Stated Maturity Date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar provisions of Applicable Law, unclaimed payments remaining unclaimed by the Holders entitled thereto for three years after the applicable payment or redemption date shall be paid to DART and thereafter neither DART, the Paying Agent/Registrar, nor any other person shall be liable or responsible to

any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

(g) Notwithstanding any other provision of this Resolution, during any period in which the Bonds are held in book-entry-only form by DTC in accordance with Section 3.11 hereof, payment of the principal, together with any premium, and interest, shall be paid to DTC in immediately available or next day funds on each Interest Payment Date in the manner specified in the Operational Procedures of DTC.

Section 3.6 Ownership. (a) The Board, the Paying Agent/Registrar and any other person may treat each Holder of each Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, and for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to each Holder on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the Board nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Holder of a Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of DART and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7 Ownership, Registration, Transfer and Exchange. (a) So long as any Bonds remain Outstanding, the Board shall cause the Paying Agent/Registrar to keep an Obligation Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Resolution.

(b) Ownership of any Bond may be transferred in the Obligation Register only upon the presentation and surrender thereof at the Paying Agent's Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Obligation Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three Business Days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar together with a written request therefor duly executed by the Holder or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid

principal amount presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Holder, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Holder upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds shall be delivered by the Paying Agent/Registrar to the Holder of the Bond or Bonds in not more than three Business Days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original contractual obligation of DART and shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The Board will pay, as Administrative Expenses, the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer or exchange of Bonds, but the Paying Agent/Registrar will require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, DART hereby covenants with the Holders of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the Board nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond.

Section 3.8 Cancellation and Authentication. All Bonds paid or redeemed before their Stated Maturity Dates in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Resolution, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the canceled Bonds in accordance with Applicable Law.

Section 3.9 Temporary Bonds. (a) Following the delivery and registration of the Initial Bonds and pending the preparation of definitive Bonds, the Authorized Officers may execute and, upon request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered,

without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the Authorized Officers executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Resolution.

(c) DART, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10 Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. DART or the Paying Agent/Registrar may require the Holder of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to Chapter 1201, Texas Government Code, as amended, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Holder first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and DART to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by DART and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, DART and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of

any loss, damage, cost or expense incurred by DART or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond.

(e) Each replacement Bond delivered in accordance with this Section (but subject to the limitations contained in this Section) shall constitute an original contractual obligation of DART and shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity. Upon initial issuance and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.12, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, DART and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, DART and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Holder, as shown on the Obligation Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, DART and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Obligation Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the Obligation Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge DART's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the Obligation Register, shall receive a certificate evidencing the obligation of DART to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by DART applicable to DART's obligations delivered in book-entry form to DTC as securities depository for said obligations is hereby ratified and approved for the Bonds.

Section 3.12 Successor Securities Depository. In the event that DART or the Paying Agent/Registrar determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, DART or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Obligation Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

RESERVED

ARTICLE V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1 Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article V and the Pricing Certificate.

Section 5.2 Optional Redemption. (a) The Authorized Officer shall specify in the Pricing Certificate the optional redemption provisions, if any, applicable to the Bonds.

(b) If less than all of the Bonds are to be redeemed pursuant to subsection (a) above, DART shall have the right to determine the series and maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to select the Bonds of a particular series and maturity for redemption in accordance with the procedures set forth in the Pricing Certificate.

Section 5.3 Mandatory Redemption of Certain Bonds. (a) The Authorized Officer shall specify in the Pricing Certificate the mandatory redemption provisions, if any, applicable to the Bonds.

(b) The principal amount of Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of DART, by the principal amount of any Bonds having the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date, (i) shall have been acquired by DART at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 5.4 Redemption Procedures. (a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.7 of this Resolution, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount or Maturity Amount, as applicable, equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify DART in writing of the principal amount or Maturity Amount, as applicable, to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 5.5 Notice of Redemption to Holders. (a) DART, at least 45 days before a redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

(b) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Obligation Register.

(c) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(d) DART reserves the right to give notice of its election or direction to redeem Bonds under Section 5.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that DART retains the right to rescind such notice at any time prior to the scheduled

redemption date if DART delivers a certificate of DART to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Holders. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of DART to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(e) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. Failure to give notice of redemption to any Holder of Bonds, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds for which notice was properly given.

Section 5.6 Payment Upon Redemption. (a) Before or on each redemption date, the Board shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from DART and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 5.7 Effect of Redemption. (a) Notice of redemption having been given as provided in Section 5.5 of this Resolution and subject to any conditions or rights reserved by DART under Section 5.5(d), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless DART fails in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, on the date fixed for redemption, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If DART shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by DART.

ARTICLE VI

PAYING AGENT/REGISTRAR

Section 6.1 Appointment of Initial Paying Agent/Registrar. (a) By separate action heretofore taken, DART has designated and appointed the initial Paying Agent/Registrar for the

Bonds, under and subject to the terms and provisions of the Master Debt Resolution, this Resolution and the Master Paying Agent Agreement previously executed.

(b) The Chairman of the Board and any other Authorized Officer are each hereby authorized to approve and execute such supplements, amendments and modifications to the Master Paying Agent Agreement that such officer finds and determines are necessary and appropriate and in the best interests of DART to fulfill the purposes of this Resolution.

Section 6.2 Qualifications. The Paying Agent/Registrar shall be a commercial bank, a trust company organized under applicable laws, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 6.3 Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are Outstanding, DART will maintain a Paying Agent/Registrar that is qualified under Section 6.2 of this Resolution.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Board will promptly appoint a replacement.

Section 6.4 Termination. DART, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 6.5 Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, DART will cause notice of the change to be sent to each Holder and the Insurer, if any, by first class United States mail, postage prepaid, at the address in the Obligation Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 6.6 Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Debt Resolution and this Resolution, and is deemed to have agreed to the provisions of thereof, and to perform the duties and functions of Paying Agent/Registrar prescribed therein and herein.

Section 6.7 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Obligation Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VII

FORM OF THE BONDS

Section 7.1 Form Generally. (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the preliminary form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and the Pricing Certificate, and substantially as set forth in the Pricing Certificate and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by DART.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds, including the Initial Bond submitted to the Attorney General of Texas and any temporary Bonds, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 7.2 Form of Bonds. The preliminary form of Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar, and the form of Assignment appearing on the Bonds, if applicable, shall be generally as follows, and the substantially final form shall be as set forth in the Pricing Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

United States of America
State of Texas
DALLAS AREA RAPID TRANSIT
SENIOR LIEN SALES TAX REVENUE REFUNDING BONDS
SERIES _____

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP NO.:
_____ % December 1, _____ _____ _____

Dallas Area Rapid Transit (“DART”), a regional transportation authority, public body corporate and politic of the State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Dated Date, as specified above, or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on June 1 and December 1 of each year, commencing _____.

Capitalized terms appearing herein that are defined terms in the Resolutions defined below, have the meanings assigned to them in the Resolutions. Reference is made to the Resolutions for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the “Designated Payment/Transfer Office”), of _____ or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at

the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$ _____, pursuant to the "Master Debt Resolution," as defined in the Nineteenth Supplemental Debt Resolution adopted on February 12, 2019, by the Board of Directors of DART (the "Nineteenth Supplemental Resolution") and a pricing certificate (the "Pricing Certificate") executed pursuant to the authority delegated in the Nineteenth Supplemental Resolution. The Master Debt Resolution, the Nineteenth Supplemental Resolution and the Pricing Certificate are herein collectively referred to as the "Resolutions." This Bond is one of the series of Additional Senior Lien Obligations authorized by the Resolutions and is subject to the terms and provisions thereof. The Resolutions and their respective terms and provisions are incorporated herein for all purposes.

The Bonds are issued by DART for the purposes of (i) refunding a portion of DART's outstanding Refunded Obligations as set forth in the Pricing Certificate, and (ii) paying all or a portion of the costs of issuance of the Bonds.

The Bonds and the interest thereon are payable from, and are secured by a superior, senior, and first lien on and pledge of the Pledged Revenues and the Pledged Funds.

The lien on and pledge of the Pledged Revenues created and granted in the Resolutions in favor of the Bonds is on a parity with the lien and pledge thereof granted by DART in favor of the Holders of any Initial Senior Lien Obligations and any Additional Senior Lien Obligations that may be issued or executed pursuant to the Master Debt Resolution, as defined and permitted therein. DART has reserved the right in the Resolutions to issue or execute Additional Senior Lien Obligations that, after issuance, may be secured by liens on and pledges of the Pledged Revenues on a parity with the lien thereon in favor of the Bonds.

DART has also reserved the right in the Resolutions to issue and execute Subordinate Lien Obligations, provided the lien and pledge securing the same are expressly made junior and subordinate to the pledge and lien securing the Senior Lien Obligations.

All covenants requiring DART to pay principal and interest or other payments on Senior Lien Obligations and Subordinate Lien Obligations, as defined in the Resolutions, shall be payable and collectible solely from the revenues and funds expressly pledged thereto by the Resolutions or by a Supplemental Resolution; and each and every Holder shall by his acceptance of this Bond consent and agree that no claim, demand, suit, or judgment for the payment of money shall ever be asserted, filed, obtained or enforced against DART from sources other than the funds and revenues pledged thereto. The Holders hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by ad valorem taxation.

DART has reserved the right and option to redeem the Bonds maturing on and after December 1, ____, in whole or part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective maturity dates, on December 1, ____, or on any date thereafter, at a price equal to the principal amount thereof, plus interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed pursuant to this redemption provision, DART shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds maturing December 1, ____, shall be redeemed prior to stated maturity in part by lot on December 1 in the principal amounts and in each of the years set forth in the Pricing Certificate from moneys required to be deposited to the credit of the Senior Lien Debt Service Fund in the principal amount thereof and accrued interest to date of redemption, without premium. Such required sinking fund installments as to each maturity are set forth in the Pricing Certificate.

The Paying Agent/Registrar will select by lot the Bonds (or with respect to Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of DART, by the principal amount of any Bonds having the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by DART at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

DART reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying

Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that DART retains the right to rescind such notice at any time on or prior to the scheduled redemption date if DART delivers a certificate of DART to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of DART to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Resolutions, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither DART nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

DART, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither DART nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law.

IN WITNESS WHEREOF, the Board of Directors of DART has caused the facsimile seal of DART to be placed hereon and this Bond to be signed by the facsimile signature of its Chairman and countersigned by the facsimile signatures of its President/Executive Director and Secretary.

COUNTERSIGNED

Gary C. Thomas
President/Executive Director
Dallas Area Rapid Transit

Sue S. Bauman
Chair, Board of Directors,
Dallas Area Rapid Transit

Michele Wong Krause
Secretary, Board of Directors
Dallas Area Rapid Transit

[SEAL]

[Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Resolutions. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

as Paying Agent/Registrar

By: _____

Dated: _____

[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 Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond 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 Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar

Signature Guaranteed By: _____

Authorized Signatory

Dated: _____

Initial Bond Insertions for Bonds.

(i) The Initial Bond for each series shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bonds, the heading "DATED DATE:" shall be completed with the date set forth in the Pricing Certificate; and

(B) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NO. ____" shall be deleted; and

(C) in the first paragraph:

the words "on the Maturity Date, as specified above" shall be deleted and the following will be inserted:

“on December 1 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Installments Interest Rates
 (Information to be inserted in accordance with Section 3.2(a) and
 (b) hereof and the Pricing Certificate)”; and

(D) the Initial Bond for each series shall be numbered ICI-1; and

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond in lieu of the Certificate of the Paying Agent/Registrar:

[Form of Comptroller’s Registration Certificate]

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my hand and seal of office this _____.

 Comptroller of Public Accounts
 of the State of Texas

[SEAL]

Section 7.3 CUSIP Registration. DART may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor’s Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither DART, the Board, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.4 Legal Opinion. The approving legal opinion of Bond Counsel shall be delivered to the Paying Agent/Registrar and the delivery thereof shall be acknowledged by the Paying Agent/Registrar on behalf of the Holders of the Bonds.

Section 7.5 Security Agreement, Filings. (a) A certified copy of this Resolution shall be delivered to the Trustee and the Paying Agent/Registrar, and the same shall constitute a security agreement pursuant to and for all purposes of Applicable Law, with the Holders of the Bonds as the secured parties to the extent stated herein and in the Outstanding Resolutions. The grants, assignments, liens, pledges and security interests created herein shall become effective

immediately upon and from the time of payment for and delivery of the Bonds, and the same shall be continuously effective for so long as any Bonds are Outstanding.

(b) Such grants, assignments, liens, pledges and security interests shall be fully effective with respect to the Holders of the Bonds as to Pledged Revenues on hand and hereafter received, and all Pledged Revenues and such receipts shall be subject thereto whether or not they are actually and physically delivered to or received by the Trustee or the Paying Agent/Registrar as and to the extent required by this Resolution.

(c) A fully executed copy of this Resolution, the Pricing Certificate and the Master Debt Resolution shall be kept at all times, and shall be filed and recorded as a security agreement, among the permanent records of DART. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against DART, at all times during regular business hours.

(d) The provisions and filings required by subsections (a), (b) and (c) of this Section are included, provided, required and made herein pursuant to the requirements of, and with the effect stated in Applicable Law. Should any Applicable Law, in the opinion of counsel to DART, ever require filings additional to the filing required by subsection (c) in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest created herein as to all of the Bonds, then DART shall diligently and regularly make such filings to the extent required by Applicable Law to accomplish such result.

Section 7.6 Statement of Insurance. A statement relating to the Policy, if any, to be issued for any Bond may be printed on or attached to such Bond.

ARTICLE VIII

EXECUTION, APPROVAL, REGISTRATION, SALE AND DELIVERY OF BONDS AND RELATED DOCUMENTS

Section 8.1 Method of Execution, Delivery of Bonds. (a) Each of the Bonds shall be signed and executed on behalf of DART by the manual or facsimile signature of the Chairman of its Board and countersigned by the manual or facsimile signatures of its President/Executive Director and Secretary, and the corporate seal of DART shall be impressed, printed, lithographed or otherwise reproduced or placed on each Bond. All manual or facsimile signatures placed upon the Bonds shall have the same effect as if manually placed thereon, all to be done in accordance with Applicable Law.

(b) In the event any signing officer of DART is absent or otherwise unable to execute any document or take any action authorized herein, the Vice Chairman of the Board, the Assistant Secretary of the Board, and any other Authorized Officer, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by such persons shall, for the purposes of this Resolution, have the same force and effect as if such duties were performed by the Chairman, Secretary, and President/Executive Director, respectively.

(c) On the Closing Date, an “Initial Bond” for each series representing the entire principal amount of such series of Bonds, payable in stated installments to the Underwriters for such series or their designee, executed by manual or facsimile signatures of the Chairman of the Board and the President/Executive Director of DART and countersigned by the Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Underwriters or their designee. The Initial Bond shall be registered in the name specified in the Bond Purchase Agreement. Upon payment of the purchase price for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriters registered definitive Bonds as described in Section 3.7(c).

(d) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Resolution, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond shall have attached thereto the Comptroller’s Registration Certificate substantially in the form provided in this Resolution, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of DART, and has been registered by the Comptroller.

Section 8.2 Approval and Registration. The Authorized Officers are authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Authorized Officers are hereby authorized and instructed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds or the Initial Bond to the Attorney General of the State of Texas and to assure the investigation, examination and approval thereof by the Attorney General and their registration by the Comptroller of Public Accounts. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for her) shall manually sign the Comptroller’s Registration Certificate accompanying the Bonds and the seal of the Comptroller shall be impressed, or placed in facsimile, on such certificate. The Authorized Officers shall be further authorized to make such agreements and arrangements with the Underwriters of the Bonds, and with the Paying Agent/Registrar as may be necessary to assure that the Bonds will be delivered to such Underwriters in accordance with the terms of sale.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Deposit and Uses of Bond Proceeds. The proceeds received from the sale of the Bonds shall be used, as provided in the Pricing Certificate, to pay all or a portion of the costs of issuance for the Bonds and, to provide for the refunding of the Refunded Obligations.

Section 9.2 Payment of the Bonds. The Paying Agent/Registrar shall calculate and furnish calculations of Accrued Aggregate Debt Service for the Bonds upon request of the Trustee as provided in Section 5.3(c) of the Master Debt Resolution. While any of the Bonds are outstanding and unpaid, the Trustee shall deposit Pledged Revenues to the Senior Lien Debt Service Fund at the times and in the amounts required by the Master Debt Resolution and this Resolution and shall make available to the Paying Agent/Registrar, out of the Senior Lien Debt Service Fund, the amounts and at the times required by this Resolution required to pay all amounts due and payable on the Bonds when and as due and payable.

Section 9.3 Representations and Covenants. (a) DART will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Outstanding Resolutions, this Resolution and the Bond Purchase Agreement; and DART will promptly pay or cause to be paid from Pledged Revenues and the Senior Lien Debt Service Fund the principal of, interest on, and premium, if any, with respect to, each Bond on the dates and at the places and manner prescribed in each Bond.

(b) DART is duly authorized by Applicable Law to issue the Bonds; all action on its part required by Applicable Law for the issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Holders of the Bonds are and will be valid and enforceable special obligations of DART in accordance with their terms.

(c) The Board, the officers, employees and agents are hereby directed to observe, comply with and carry out the terms and provisions of the Master Debt Resolution and this Resolution.

Section 9.4 Tax Covenants. The following representations, agreements and covenants shall be applicable to any series of Bonds issued hereunder and with respect to which Bond Counsel has rendered an opinion that the interest on such Bonds is exempt from federal income tax:

(a) DART intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations promulgated thereunder (the "Regulations"). DART covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the Holders thereof for purposes of federal income taxation. In particular, DART covenants and agrees to comply with each requirement of this Section 9.4; provided, however, that DART shall not be required to comply with any particular requirement of this Section 9.4 if DART has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance does not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if DART has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 9.4 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.4.

(b) DART covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds (including property financed with proceeds of the Refunded Obligations), and take such other and further action as may be required so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, DART shall certify, through an Authorized Officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the applicable Refunded Obligations have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) DART represents, covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

(d) DART represents, covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the applicable Refunded Obligations to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

(e) DART shall certify, through an Authorized Representative, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, DART will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, DART covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

(f) If DART does not qualify for an exception to the requirements of section 148(f) of the Code, DART will take all necessary steps to comply with the requirement that certain amounts earned by DART on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, DART will (i) maintain records regarding the investment of the gross proceeds of each issue of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of DART allocable to other debt securities issued by DART or moneys which do not represent gross proceeds of any debt securities of DART, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of each issue of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of each issue of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, DART will not indirectly pay any amount otherwise payable to the federal government pursuant to the

foregoing requirements to any Person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) DART covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning each issue of the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) DART hereby creates a Rebate Fund with respect to each series of bonds authorized and issued hereunder. All money at any time deposited in the Rebate Fund in accordance with the provisions of the Federal Tax Certificate shall be held by DART as a separate special account or fund in trust for payment to the United States of America, and neither DART, nor any Holder, shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Resolution and by the Federal Tax Certificate. Money shall not be transferred from the Rebate Fund except in accordance with the Federal Tax Certificate. Any amounts remaining in the Rebate Fund and not necessary for the payment of amounts to the United States of America in accordance with the Federal Tax Certificate shall be transferred, in accordance with instructions from an Authorized Officer, to the System Expansion and Acquisition Fund and/or to the Debt Service Fund.

(i) Notwithstanding any other provision of this Resolution, DART's obligations under the covenants and provisions of this Section 9.4 shall survive defeasance and discharge of the Bonds.

(j) DART will retain all pertinent and material records relating to the use and expenditure of the proceeds of each issue of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of DART to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(k) DART understands that the term "proceeds" includes "disposition proceeds" as defined in the regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Tax-Exempt Bonds. It is the understanding of DART that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Bonds, DART will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or

rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, DART agrees to comply with the additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, DART hereby authorizes and directs an Authorized Officer to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of DART which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 9.5 Payment of Certain Costs. An Authorized Officer is authorized to incur underwriting, legal, financial advisory and other costs, in addition to costs of issuance customarily incurred and paid from bond proceeds at the time of delivery, in connection with the issuance of debt related to the Project that may be paid prior to issuance.

ARTICLE X

PAYMENT AND REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT; PURCHASE OF ESCROWED SECURITIES

Section 10.1 Redemption of Refunded Obligations.

(a) DART hereby calls for redemption prior to maturity the Refunded Obligations identified in the Pricing Certificate for redemption prior to maturity on the dates and at the prices set forth in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to cause a copy of this Resolution to be delivered to the paying agent/registrars for the Refunded Obligations, the delivery of which shall constitute notice of redemption and notice of defeasance to such paying agent/registrars.

Section 10.2 Subscription of Escrowed Securities. The Authorized Officer is hereby authorized to make necessary arrangements for the purchase of the “Escrowed Securities,” as referenced and defined in the Escrow Agreement, as may be necessary for the Escrow Fund, and the application for the acquisition of the Escrowed Securities is hereby approved and ratified. Money in the Escrow Fund shall be invested as provided in the Escrow Agreement.

Section 10.3 Approval of Escrow Agreement. The Authorized Officer is hereby authorized and directed to approve the form, terms and provisions of one or more Escrow Agreements, and the Authorized Officer is hereby authorized, empowered and directed to execute and deliver the same, with such changes therein as such officer shall deem appropriate and in the best interests of DART, as conclusively evidenced by the execution thereof.

Section 10.4 Notice of Deposit. The Escrow Agent is hereby authorized and directed to give notice of deposit and notice of redemption with respect to the Refunded Obligations to Holders of the Refunded Obligations as required under the Outstanding Resolutions pursuant to which the Refunded Obligations were issued.

Section 10.5 Notice of Redemption. An Authorized Officer shall cause to be delivered to the Paying Agent/Registrar and Escrow Agent a certified copy of this Resolution and an originally executed Pricing Certificate the delivery of which shall constitute the giving of notice to the Paying Agent/Registrar and Escrow Agent in accordance with the requirements of the Master Debt Resolution and the Supplemental Resolution pursuant to which the Refunded Obligations were issued. The Paying Agent/Registrar and Escrow Agent shall give notice of redemption to the holders of the Refunded Obligations as provided in the Master Debt Resolution and the Supplemental Resolution authorizing the issuance of the Refunded Obligations.

ARTICLE XI

APPROVAL OF OFFICIAL STATEMENT; REPEAL; SEVERABILITY; PRIOR ACTIONS; AND EFFECTIVE DATE

Section 11.1 Approval of Official Statement. The Authorized Officer is hereby authorized and directed to approve the Preliminary Official Statement, subject to the review and approval of the President or Chief Financial Officer of DART, each acting in their official capacities. The Authorized Officer shall deem final the Preliminary Official Statement as of its dated date (except for the omission of pricing and related information with respect to the Bonds) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer, with the approval of the President and the Chief Financial Officer are each authorized and directed to complete on behalf of DART and in their official capacities, the Preliminary Official Statement, with such modifications, completions, changes and supplements, as those officers shall approve and authorize to reflect the rates of interest, redemption provisions and pricing information with respect to the Bonds, the Preliminary Official Statement as so completed being hereinafter referred to as the “Official Statement.” The Authorized Officer is hereby authorized and directed to use and distribute or authorize the use and distribution of the Official Statement and any addendum, supplement or amendment thereto, in the offering and sale of the Bonds.

Section 11.2 Continuing Disclosure. The terms and provisions of Sections 11.1 of the Master Debt Resolution are hereby confirmed and made applicable to the Bonds; Sections 11.2 and 11.3 of the Master Debt Resolution shall not be applicable to the Bonds; instead, the provisions in this Section 11.2, as shall be amended to the extent the Rule is amended prior to the Closing Date, shall apply to the Bonds.

(a) Event Notices. DART shall give notice to the MSRB within 10 business days after the occurrence of any of the following events:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;

- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of DART, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving DART or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.
- (xv) incurrence of a Financial Obligation of DART, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of DART, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of DART, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for DART in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of DART, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of DART, and (B)

DART intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 1.2 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) DART shall notify the MSRB, in a timely manner, of any failure by DART to provide financial information or operating data in accordance with Section 11.1 of the Master Debt Resolution by the time required by such Section.

(c) Limitations, Disclaimers and Amendments.

(i) DART shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, DART remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that DART in any event will give notice of any bond calls and any defeasances that cause DART to be no longer an “obligated person.”

(ii) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. DART undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of DART’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. DART does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL DART BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY DART, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iii) No default by DART in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(iv) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of DART under federal and state securities laws.

(v) The provisions of this Article may be amended by DART from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of DART, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to

purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with DART (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by DART if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of DART's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If DART so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(vi) In the event the Authorized Officer, in consultation with Bond Counsel, determines that it is necessary or desirable to amend the provisions of this Article XI in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds.

Section 11.3 Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall constitute a contract between DART and the Holders of the Bonds, and this Resolution and the Master Debt Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled, refunded or discharged or provision for the payment thereof shall be made.

Section 11.4 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or lack of enforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.5 Further Action. The Authorized Officers and each of them are authorized, empowered and directed to make changes to the terms of this Resolution and execute such other documents in addition to those enumerated herein and to take such other actions as they deem necessary or advisable in order to carry out and perform the purposes of this Resolution or in connection with the approval of any Bonds issued hereunder by the Attorney General of Texas.

Section 11.6 Effective Date. This Resolution shall only become effective, and the Authorized Officer shall only be authorized to take the action authorized hereby upon approval by 2/3rds of the statutorily authorized membership of the Board and upon the approval by 2/3rds of the statutorily authorized membership of the Board of the Fifteenth Supplemental Debt Resolution, scheduled for consideration on the same date as this Resolution.

FINALLY PASSED, APPROVED AND EFFECTIVE the 12th day of February, 2019.

Chair, Board of Directors
Dallas Area Rapid Transit

ATTEST:

Secretary, Board of Directors
Dallas Area Rapid Transit

ACCEPTANCE OF DUTIES AND TRUSTS

Amegy Bank, National Association, acting by and through the below named duly authorized officer or offices, hereby accepts the trusts imposed by this Resolution and the Master Debt Resolution and agrees to perform the duties of Paying Agent/Registrar hereunder, but only upon and subject to the express terms and conditions therein and in the Master Paying Agent/Registrar Agreement. Further, as Trustee under the Master Debt Resolution, the Bank agrees to give notices and perform other actions required of the Trustee with respect to the Bonds.

Amegy Bank, National Association
as Paying Agent/Registrar

By: _____
Authorized Officer

Date: _____

SCHEDULE I**Refunded Obligations Candidates**

	<u>Maturity Date</u>	<u>Principal Amount</u>
Senior Lien Sales Tax Revenue Bonds, Taxable Series 2009B (Build America Bonds-Direct Payment to Issuer)	December 1, 2034	\$362,645,000

SCHEDULE II**Pledged Farebox Revenues**

2011	\$14,941,000
2012	\$22,986,000
2013	\$22,986,000
2014	\$22,986,000
2015	\$22,986,000
2016	\$22,986,000
2017	\$22,986,000
2018	\$22,986,000
2019	\$22,986,000
2020	\$22,986,000
2021	\$22,986,000
2022	\$22,986,000
2023	\$22,986,000
2024	\$22,986,000
2025	\$22,986,000
2026	\$22,986,000
2027	\$22,986,000
2028	\$22,986,000
2029	\$22,986,000
2030	\$22,986,000
2031	\$22,986,000
2032	\$22,986,000
2033	\$22,966,000
2034	\$22,986,000
2035	\$22,986,000
2036	\$22,986,000
2037	\$22,986,000
2038	\$71,439,000
2039	\$71,433,000
2040	\$71,429,000
2041	\$71,420,000
2042	\$71,409,000
2043	\$71,404,000
2044	\$71,394,000
2045	\$71,383,000
2046	\$71,375,000
2047	\$71,368,000
2048	\$71,359,000
2049	\$71,350,000
2050	\$71,350,000
2051	\$71,350,000
2052	\$71,350,000
2053	\$71,350,000
2054	\$71,350,000
2055	\$71,350,000
2056	\$71,350,000
2057	\$71,350,000
2058	\$71,350,000



Ratings:
 S&P: _____
 Moody's: _____
 KBRA: _____

SEE "RATINGS OF BONDS"
 HEREIN

NEW ISSUE – BOOK-ENTRY-ONLY

In the opinions of Co-Bond Counsel, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes, and the Bonds are not "private activity bonds." See "TAX MATTERS" herein for a discussion of the opinions of Co-Bond Counsel regarding the Bonds.

\$320,870,000*
Dallas Area Rapid Transit
Senior Lien Sales Tax Revenue Refunding Bonds
Series 2019

Dated: Date of Delivery

Due: December 1, as shown on inside cover

This Supplemental Official Statement (the "Supplemental Official Statement") supplements our [Annual Disclosure Statement for the Period Ended September 30, 201[7/8] (the 201[7/8] Annual Disclosure Statement)], dated March __, [2018] [2019] (attached as Appendix B), as updated by our Quarterly Disclosure Update for the Nine-Month Period Ended June 30, 2018, dated September 18, 2018 (the "Quarterly Disclosure Update"), attached hereto as Appendix C. Collectively, the Supplemental Official Statement, the 201[7/8] Annual Disclosure Statement [and the Quarterly Disclosure Update] constitute the Official Statement for the Senior Lien Sales Tax Revenue Refunding Bonds, Series 2019 offered hereby and are referred to herein collectively as the or this "Official Statement." The [2017/8] Annual Disclosure Statement, [the Quarterly Disclosure Update] and this Supplemental Official Statement have been filed as public records with the Municipal Securities Rulemaking Board and are posted on our website at <http://www.dart.org>.

The Bonds – Dallas Area Rapid Transit ("DART" or the "Issuer") is issuing \$320,870,000* in principal amount of our Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"). Proceeds of the Bonds, together with other funds of DART, will be used to refund all or a portion of the Issuer's Senior Lien Sales Tax Revenue Bonds described in Schedule I (the "Refunded Bonds") and to pay the costs of issuance of the Bonds.

You should carefully consider the Investment Considerations beginning on page S-[18] of this Supplemental Official Statement and on page ___ of the 201[7/8] Annual Disclosure Statement.

Security for the Bonds - Lien Ranking – As authorized under the provisions of our Master Debt Resolution, adopted January 23, 2001 (as amended and supplemented from time to time, the "Master Debt Resolution"), we have previously issued various series of

our Senior Lien Obligations of which \$_____ are currently outstanding. The Bonds are being issued, subject to certain conditions described in the Master Debt Resolution, as Additional Senior Lien Obligations under the Master Debt Resolution on parity with the outstanding Senior Lien Obligations and any other Additional Senior Lien Obligations that are subsequently issued. See "THE BONDS - Compliance with Financial Tests for the Issuance of Additional Senior Lien Obligations." The Bonds are payable from and are secured by a first lien on the (i) Gross Sales Tax Revenues, (ii) Pledged Farebox Revenues, (iii) Federal Interest Subsidy payments that are deposited to the Senior Lien Debt Service Fund and (iv) investment earnings credited to the Gross Sales Tax Revenue Fund. See the 201[7/8] Annual Disclosure Statement, "OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS - Security for the Obligations - Flow of Funds."

Delivery, Legality – The Bonds are offered, when, as and if issued by DART and accepted by the Underwriters, subject, among other things, to the approving opinion of the Attorney General of the State of Texas as to legality and the approving opinions of Bracewell LLP, Dallas, Texas and West & Associates L.L.P., Dallas, Texas ("Co-Bond Counsel"). Certain legal matters will be passed on for the Underwriters by their co-counsel, Orrick, Herrington & Sutcliffe, LLP, Dallas, Texas and Mahomes Bolden PC, Dallas, Texas ("Co-Underwriters' Counsel"). Delivery of the Bonds is expected through the facilities of The Depository Trust Company ("DTC") on or about April 18, 2019.

BofA MERRILL LYNCH

**PIPER JAFFRAY & CO.
 RBC CAPITAL MARKETS**

RAMIREZ & CO., INC.

SIEBERT CISNEROS SHANK & CO., L.L.C

GOLDMAN SACHS

**RICE FINANCIAL PRODUCTS
 WELLS FARGO SECURITIES**

* Preliminary, subject to change.

This Preliminary Supplemental Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Supplemental Official Statement constitute an offer to sell or the solicitation of an offer to buy these securities nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Interest Rates, Maturities and Redemption - The Bonds will be dated the date of initial delivery to the Underwriters (the “Closing Date”), and will bear interest from the later of the Closing Date or the most recent Interest Payment Date for which interest has been paid or provided for, payable on each June 1 and December 1, commencing on December 1, 2019 (each an “Interest Payment Date”), at the rates set forth below. The Bonds mature on December 1 of each year (the “Stated Maturity Dates”) in the principal amounts and bear interest at the per annum rates shown below:

\$320,870,000*
Dallas Area Rapid Transit
Senior Lien Sales Tax Revenue Refunding Bonds
Series 2019

CUSIP Prefix: 235241⁽¹⁾

<u>Maturity*</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>CUSIP Suffix⁽¹⁾</u>
2023	\$			
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

The Bonds are subject to optional redemption as described herein. See “THE BONDS - Redemption Provisions—*Optional Redemption.*”

* Preliminary, subject to change.

⁽¹⁾ CUSIP numbers have been assigned to this issue by the CUSIP Global Services, managed by S&P Capital Global Market Intelligence on behalf of the American Bankers Association and are included solely for the convenience of the owners of the Bonds. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. None of DART, the Co-Financial Advisors, or the Underwriters shall be responsible for the selection or the correctness of the CUSIP numbers set forth herein.

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IMPORTANT NOTICES

In this Supplemental Official Statement, “we,” “our,” “us,” and “DART” refer to Dallas Area Rapid Transit. If we use a capitalized term in this Supplemental Official Statement and do not define the term in this document, its definition is given or summarized in Appendix B to the 201[7/8] Annual Disclosure Statement or in the Nineteenth Supplemental Debt Resolution (defined below).

We are providing information to you about the Bonds in three separate documents: (1) the 201[7/8] Annual Disclosure Statement (attached hereto as Appendix B), [(2) the Quarterly Disclosure Update (attached hereto as Appendix C, both of which provide general information about DART (some of which may not apply to the Bonds)], and (3) this Supplemental Official Statement, which describes the specific terms of the Bonds and includes certain audited financial information for our fiscal year ended September 30, 2018. **All references herein to the “Disclosure Statement” mean the 201[7/8] Annual Disclosure Statement, as updated by the [Quarterly Disclosure Update] and this Supplemental Official Statement.**

Our Disclosure Statement includes a detailed discussion of the Sales Tax and the Gross Sales Tax Revenues and the Pledged Farebox Revenues that we have pledged as security for the Bonds, the previously issued Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2007 (the “2007 Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bonds, Taxable Series 2009B (Build America Bonds – Direct Payment to Issuer) (the “2009B Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2010A (the “2010A Bonds”), the Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer) (the “2010B Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bonds, Series 2012 (the “2012 Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bond, Taxable Series 2012A issued to evidence a Transportation Infrastructure Finance and Innovation Act Loan (the “2012A TIFIA Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2014A (the “2014A Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2014B (the “2014B Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2015 (the “2015 Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2016A (the “2016A Bonds”), Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2016B (the “2016B Bonds”), and the Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bonds, Taxable Series 2018 issue to evidence a Railroad Rehabilitation and Improvement Financing Loan (“RRIF”) (the “2018 RRIF Bonds”) (the 2007 Bonds, Bonds, the 2009B Bonds, the 2010A Bonds, the 2010B Bonds, the 2012 Bonds, the 2012A TIFIA Bonds, the 2014A Bonds, the 2014B Bonds, the 2015 Bonds, the 2016A Bonds, the 2016B Bonds, and the 2018 RRIF Bonds, collectively, the “Prior Bonds”) and other Obligations that we may issue or enter into in the future; of our rights to issue additional Bond Obligations and related Credit Agreement Obligations; of the financial tests that are imposed as preconditions to their issuance and of other matters relating to our organization; and our public transportation system. We refer you to specific captions within the Disclosure Statement where additional information may be found regarding specific subjects.

[DART is presently authorized to issue and sell up to \$375,000,000, from time to time, in Senior Subordinate Lien Commercial Paper Notes under our Commercial Paper programs established in Fiscal Year 2018/19, of which \$_____ is currently Outstanding.]

In making an investment decision regarding the Bonds, you should rely only on the information contained or incorporated by reference in this Supplemental Official Statement, the 201[7/8] Annual Disclosure Statement and the Quarterly Disclosure Update]. We have not authorized anyone to provide you with other information. If information varies between this Supplemental Official Statement, the 201[7/8] Annual Disclosure Statement [and the Quarterly Disclosure Update], you should rely on the information in this Supplemental Official Statement.

After the Bonds are initially issued and delivered on the Closing Date, we do not claim that the information contained in the[201[7/8] Annual Disclosure Statement, the Quarterly Disclosure Update] or this Supplemental Official Statement is accurate as of any date other than their respective dated dates. The audited financial statements contained in Appendix D hereof provide information only as of fiscal years ending on September 30, 2018, and September 30, 2017, respectively. Our independent auditors have not compiled, examined, or performed any procedures with respect to the unaudited financial information, nor have they expressed any opinion or any other form of assurance on such information, and assume no responsibility for, and disclaim any association with, the

unaudited information. The unaudited information is preliminary and is subject to change as a result of the audit and may materially differ from the audited financial statements when they are released.

You may obtain a copy of the Master Debt Resolution adopted on January 23, 2001, as supplemented from time to time; the Fourth Supplemental Debt Resolution that authorized our Outstanding 2007 Bonds (the "*Fourth Supplemental Debt Resolution*"); the Amended and Restated Sixth Supplemental Debt Resolution that authorized our 2009B Bonds (the "*Sixth Supplemental Debt Resolution*"); the Seventh Supplemental Debt Resolution that authorized our Outstanding 2010A Bonds and 2010B Bonds (the "*Seventh Supplemental Debt Resolution*"); the Eighth Supplemental Debt Resolution that authorized our Outstanding 2012 Bonds (the "*Eighth Supplemental Debt Resolution*"); the Ninth Supplemental Debt Resolution that authorized our Outstanding 2012A TIFIA Bonds (the "*Ninth Supplemental Debt Resolution*"); the Tenth Supplemental Debt Resolution that authorized our CPSL Program, as amended (the "*Tenth Supplemental Debt Resolution*"); the Eleventh Supplemental Debt Resolution that authorized our 2014A Bonds (the "*Eleventh Supplemental Debt Resolution*"); the Twelfth Supplemental Debt Resolution that authorized our 2014B Bonds (the "*Twelfth Supplemental Debt Resolution*"); the Thirteenth Supplemental Debt Resolution that authorized our 2015 Bonds and 2016A Bonds (the "*Thirteenth Supplemental Debt Resolution*"); the Fourteenth Supplemental Debt Resolution that authorized our 2016A Bonds and 2016B Bonds (the "*Fourteenth Supplemental Debt Resolution*"), the Amended and Restated Fifteenth Supplemental Debt Resolution that authorized our 2018 RRIF Bonds (the "*Fifteenth Supplemental Debt Resolution*"), the Amended and Restated Sixteenth Supplemental Debt Resolution that authorized our _____ (the "*Sixteenth Supplemental Debt Resolution*") which DART does not expect to issue in the next 12 months; the Seventeenth Supplemental Debt Resolution that authorized our Senior Subordinate Lien Sales Tax Revenue Commercial Paper Notes, Series IIA and IIB (the "*Seventeenth Supplemental Debt Resolution*"); Eighteenth Supplemental Debt Resolution that authorized our Senior Subordinate Lien Sales Tax Revenue Commercial Paper Notes, Series III (the "*Eighteenth Supplemental Debt Resolution*"); and the Nineteenth Supplemental Debt Resolution that authorizes the Bonds (the "*Nineteenth Supplemental Debt Resolution*") from the Municipal Securities Rulemaking Board, or on our website, www.dart.org, or by contacting us at the following address or phone number to request a free copy: Executive Vice President/Chief Financial Officer, DART, 1401 Pacific Avenue, Dallas, Texas 75202, (214) 749-3148. Descriptions and summaries of such documents contained herein are qualified in their entirety by reference to this Supplemental Official Statement in its entirety and to each such document.

We have not authorized any person to give any information or to make any representation other than as contained in this Supplemental Official Statement, and, if given or made, such other information or representation may not be relied upon. This Supplemental Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds. No person may sell the Bonds in any jurisdiction in which such offer, solicitation, or sale is unlawful. The information and expressions of opinion herein are subject to change without notice. This Supplemental Official Statement is submitted in connection with the sale of the Bonds and may not be reproduced or used for any other purpose. In no instance may this Supplemental Official Statement be reproduced or used in part.

Certain information set forth in this Supplemental Official Statement and the 201[7/8] Annual Disclosure Statement has been furnished by DART and other sources which are believed to be reliable, but such information is not to be construed as a representation by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Supplemental Official Statement. The Underwriters have reviewed the information in this Supplemental Official Statement and the Disclosure Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF DART AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES

HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon an exemption provided thereunder. The Bonds have not been registered or qualified under the securities laws of any state or other jurisdiction.

This Supplemental Official Statement, the [201[7/8]Annual Disclosure Statement and the Quarterly Disclosure Update] are intended to reflect facts and circumstances on the date of such statements or on such other date or at such other time as identified herein or therein. No assurance can be given that such information may not be misleading at a later date; consequently, reliance on this Supplemental Official Statement, the [201[7/8] Annual Disclosure Statement and the Quarterly Disclosure Update], at times subsequent to the issuance of the Bonds described herein or therein should not be made on the assumption that any such facts or circumstances are unchanged.

FORWARD-LOOKING STATEMENTS

We make “forward-looking statements” in this document by using forward-looking words such as “may,” “will,” “should,” “intends,” “expects,” “believes,” “anticipates,” “estimates,” or others. You are cautioned that forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include general economic and business conditions, conditions in the financial markets, our financial condition, our sales tax revenues, receipt of federal grants and various other factors which may be beyond our control. Because we cannot predict all factors that may affect future decisions, actions, events, or financial circumstances, what actually happens may be different from what we include in forward-looking statements.

GENERAL INFORMATION ABOUT DART

Summary

The following general information about DART is a summary only and is not intended to be comprehensive. This information should be read together with the information in the Annual Disclosure Statement under the heading “INFORMATION ABOUT DART.”

DART is a subregional transportation authority of the State of Texas. We were created and confirmed by passage of a referendum on August 13, 1983, pursuant to Article 1118y of Vernon’s Annotated Civil Statutes, as amended and recodified as Chapter 452, Texas Transportation Code. Our current boundaries include the territory lying within the corporate limits of the following Participating Municipalities: the Cities of Carrollton, Cockrell Hill, Dallas, Farmers Branch, Garland, Glenn Heights, Irving, Plano, Richardson, Rowlett and University Park and the Towns of Addison and Highland Park. We are governed by a 15-member Subregional Board of Directors.

Our administrative office is located in Dallas, Texas, and our boundaries include approximately 700 square miles and a population of approximately 2.4 million persons, according to the most recent estimate available from the North Central Texas Council of Governments.

The Participating Municipalities have certain limited rights to withdraw from DART, subject to the continuing collection of the Sales Tax within the withdrawing municipality until its share of all obligations of DART are collected and paid to DART. See, the Annual Disclosure Statement, “INFORMATION ABOUT DART—DART’s Boundaries, Additions, Withdrawal Rights.”

Mr. David Leininger, DART’s Executive Vice President/Chief Financial Officer, retired in May 2018. His duties have been assumed by Joseph Costello, Senior Vice President of Finance and Interim Chief Financial Officer.

On September 11, 2018 the Board appointed Mr. Gene Gamez, DART’s Senior Assistant General Counsel to serve as Interim General Counsel.

Sources of Revenue

Our sources of revenue generally include the proceeds of a 1% sales and use tax levied on taxable items sold within the boundaries of our service area (the “Sales Tax”); the revenues from the operation of our public transportation system, including collection of farebox revenues; Federal grant monies; deposits of the Federal Interest Subsidy payments; and investment earnings. See the [201[7/8] Annual Disclosure Statement], “DART’S FINANCIAL PRACTICES AND RESOURCES” and “THE BONDS - Security for Bonds” herein from time to time.

Previously Issued Debt

On the date hereof, our currently Outstanding Bond Obligations consist of the: (i) 2007 Bonds that are Outstanding in the principal amount of \$118,395,000, (ii) 2009B Bonds that are Outstanding in the principal amount of \$829,615,000, (iii) 2010A Bonds that are Outstanding in the principal amount of \$55,695,000, (iv) 2010B Bonds that are Outstanding in the principal amount of \$729,390,000, (v) 2012 Bonds that are Outstanding in the principal amount of \$113,995,000, (vi) 2012A TIFIA Bonds outstanding in the aggregate principal amount of \$98,726,372, (vii) 2014A Bonds that are Outstanding in the principal amount of \$354,435,000, (viii) 2014B Bonds that are Outstanding in the principal amount of \$46,555,000, (ix) 2015 Bonds that are outstanding in the principal amount of \$94,395,000, (x) 2016A Bonds that are outstanding in the principal amount of \$482,530,000, (xi) 2016B Bonds that are Outstanding in the principal amount of \$228,900,000; and (xii) 2018 RRIF Bonds that are outstanding in the principal amount of \$_____ and are expected to be drawn in a total amount of \$908,000,000 over the next few years. Our Series I Commercial Paper notes may be outstanding from time to time in the aggregate amount not to exceed \$125 million, of which \$110 million is currently outstanding. Our Series IIA and IIB Commercial Paper Notes may be outstanding from time to time in the aggregate principal amount of not to exceed \$125 million, of which \$_____ is currently Outstanding. Our Series III Commercial Paper Notes may be Outstanding from time to time in the aggregate principal amount of not to exceed \$125 million, of which \$_____ is currently Outstanding.

Future Expansions/Financing [UPDATE]

An overview of DART's future capital plans is found in Appendix B – 201[7/8] Annual Disclosure Statement, Financial Plan and Future Expansions. In addition to those project descriptions, DART's proposed FY 2019 Twenty-Year Financial Plan *includes [an acceleration of the revenue service date for the planned Cotton Belt commuter rail line from FY 2035 to FY 2022.]*

On December 20, 2018 DART secured a RRIF Loan through the United States Department of Transportation pursuant to authorization under the Fifteenth Supplemental Debt Resolution. This loan will allow DART to issue up to \$908 million in principal amount of Senior Lien Sales Tax Revenue Bonds to finance the Cotton Belt Corridor Regional Rail Project (the "Cotton Belt"), a 26-mile passenger rail line from DFW Airport to Plano. It is anticipated that the Senior Lien Obligations for the Cotton Belt will be issued over the next one to two years.

On August 28, 2018, DART approved the Sixteenth Amended and Restated Supplemental Debt Resolution which authorized the issuance of up to \$1.09 billion in principal amount of Senior Lien Sales Tax Revenue Bonds to finance the "Second Central Business District Light Rail Alignment Project" ("D2"), a major sub-way and surface alignment in downtown Dallas. DART expects to issue its Senior Lien Bonds to finance D-2 over the next two to three years.

Such Senior Lien Obligations are secured by a senior lien on our Sales Tax Revenues and Pledged Farebox Revenues.

PLAN OF FINANCE

Purpose

The Bonds are being issued for the purpose of refunding a portion of DART's outstanding bonds as more particularly described in "SCHEDULE I – Schedule of Bonds to be Refunded by Bonds" attached hereto (collectively, the "*Refunded Bonds*") in order to lower the overall annual debt service requirements of DART and to pay the costs of issuance of the Bonds.

Refunded Bonds and Escrow Fund

The principal of and interest due on the Refunded Bonds are to be paid on the scheduled principal payment dates, interest payment dates and the respective redemption dates of such Refunded Bonds, from funds to be deposited pursuant to a certain escrow agreement (the "*Escrow Agreement*") between DART and Zions Bancorporation, National Association, as escrow agent (the "*Escrow Agent*"). Concurrently with the initial delivery of the Bonds against payment therefor, we will deposit a portion of the proceeds of the Bonds, together with certain other funds of DART, if any, into a special escrow fund (the "*Escrow Fund*") to be held by the Escrow Agent pursuant to the terms and provisions of the Escrow Agreement in the amount necessary to pay interest on the respective interest payment dates and to accomplish the discharge and final payment of the Refunded Bonds on their respective redemption dates. Amounts on deposit in the Escrow Fund will be used to purchase direct obligations of the United States of America and other securities authorized by State law and the Master Debt Resolution (the "*Escrowed Securities*"). The amount deposited to the Escrow Fund, together with investment earnings thereon, is irrevocably pledged to the payment of the principal of and interest on the Refunded Bonds and is not available to pay debt service on the Bonds or on any other obligations of DART.

Grant Thornton LLP, a firm of certified public accountants (the "*Verification Agent*"), will verify at the time of delivery of the Bonds to the Underwriters that the Escrowed Securities will mature and pay interest in such amounts which, together with earnings on such Escrowed Securities in the Escrow Fund, will be sufficient to pay, when due, the principal of and interest on the Refunded Bonds and, with respect to the Bonds, the computations of yield used to support the opinion of Co-Bond Counsel that interest on the Bonds will be excluded from gross income for federal income tax purposes and will issue a report to this effect (the "*Verification Report*"). The Verification Report will be relied upon by Co-Bond Counsel in rendering their opinions with respect to the tax-exemption of

interest on the Bonds and with respect to the defeasance of the Refunded Bonds. See “VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS” herein.

By the deposit of the Escrowed Securities and cash, if necessary, with the Escrow Agent pursuant to the Escrow Agreement, DART will have effected the defeasance of all of the Refunded Bonds in accordance with the law. It is the opinion of Co-Bond Counsel that as a result of such defeasance and in reliance upon the Verification Report, the Refunded Bonds will be outstanding only for the purpose of receiving payments from the Escrowed Securities and any cash held by the Escrow Agent and such Refunded Bonds will not be deemed as being outstanding obligations of DART and will not be payable from any other revenues of DART nor for the purpose of applying any limitation on the issuance of debt.

THE BONDS

The following description of the Bonds is a summary only and is not intended to be comprehensive. The description should be read together with the description of the terms and provisions of the Master Debt Resolution provided in Appendix B to the 201[7/8]Annual Disclosure Statement, “SUMMARY OF CERTAIN TERMS OF THE MASTER DEBT RESOLUTION.”

General Description

The Bonds are Additional Senior Lien Obligations that we are authorized to issue by the laws of the State of Texas, particularly Chapter 1207, Texas Government Code, as amended, and Chapter 452, Texas Transportation Code, as amended, and Section 3.2 of the Master Debt Resolution, as supplemented by the Nineteenth Supplemental Debt Resolution.

The Bonds will be issued in fully registered form in authorized denominations of \$5,000 principal amount and any integral multiple thereof. On the Closing Date we will deliver to the Paying Agent/Registrar one initial Bond (the “*Initial Bond*”) representing the aggregate principal amount of the Bonds, payable in installments to the Representative of the Underwriters, approved by the Attorney General of Texas, and registered in the name of the representative of the Underwriters. Upon delivery of the Initial Bond to the Representative of the Underwriters against payment therefor, we will execute and deliver to the Paying Agent/Registrar a definitive Bond certificate for each maturity and interest rate thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“*DTC*”) pursuant to the Book-Entry System described herein and the Initial Bond will be cancelled. No physical delivery of the Bonds will be made to the beneficial owners thereof.

The principal and interest on the Bonds at maturity or upon prior redemption will be payable by the Paying Agent/Registrar to Cede & Co., which will distribute the amounts paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See “BOOK-ENTRY SYSTEM” herein.

Designation of 2009B and 2010B Bonds as Build America Bonds; Receipt of Federal Interest Subsidy and Reduction in Federal Interest Subsidy Payments Due to Sequestration

The 2009B Bonds and the 2010B Bonds were designated as “Build America Bonds” (collectively, the “*Build America Bonds*”) pursuant to the provisions of the American Recovery and Reinvestment Act of 2009 (the “*Recovery Act*”) and we are eligible under the Recovery Act to receive from the United States Treasury interest subsidy payments (“*Federal Interest Subsidy*”) equal to approximately 35% of the interest payable on the Build America Bonds. We have covenanted and agreed in the Sixth and Seventh Supplemental Debt Resolutions to deposit the Federal Interest Subsidy payments, promptly upon receipt, to the Senior Lien Debt Service Fund, and further, to take all actions required by law and applicable regulations as necessary to provide for the collection of the Federal Interest Subsidy.

UPDATE: [Due to Congressionally-mandated reductions to the federal budget for Fiscal Year 2013, approximately \$1.1 trillion across-the-board budget cuts were made to the federal budget for Fiscal Year 2013 and such cuts currently remain in effect. Prior to sequestration, DART received approximately [\$30.5] million in Federal Interest Subsidy payments with respect to the Build America Bonds. As a result of the sequestration, DART received Federal

Interest Subsidy payments of \$ ___ million for Fiscal Year 2015, representing a reduction of ___% for Fiscal Year 2015. We expect to receive for Fiscal Year 201__ \$ ___ million, representing a _____ of ___%. The Internal Revenue Service’s Office of Tax-Exempt Bonds has announced that for FY 2019 the sequestration will be ___%. While not desirable, DART believes that the reduction has not had and, if continued at the same reduced rate, will not have, a significant impact on DART’s ability to meet its debt service requirements.]

Compliance with Financial Tests for the Issuance of Additional Senior Lien Obligations

The financial tests for the issuance of Additional Senior Lien Obligations described in this section, in the 201[7/8] Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Preconditions to Issuance of Bond Obligations—Financial Coverage Tests,” and in Appendix B to the 201[7/8] Annual Disclosure Statement, “SUMMARY OF CERTAIN TERMS OF THE MASTER DEBT RESOLUTION—PERMITTED DART INDEBTEDNESS—Additional Senior Lien Obligations” have been changed as described below under “Amendment to Master Debt Resolution.”

In accordance with the requirements of Section 3.2 of the Master Debt Resolution, on the date of delivery of the Bonds, we will provide the Trustee with a certificate executed by our Chief Financial Officer certifying and demonstrating that: (i)(a) estimated Gross Sales Tax Revenues for each of the three consecutive Fiscal Years beginning with the first Fiscal Year in which Debt Service with respect to the Bonds is due, are equal to at least 200% of the Debt Service that will be due on Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) during each of such three consecutive Fiscal Years after taking into consideration any additional Debt Service to be paid during such period with respect to the Bonds (exclusive of amounts payable on Credit Agreement Obligations) or (b) for either the most recent complete Fiscal Year, or for any consecutive 12 of the most recent 18 months, the Gross Sales Tax Revenues were equal to at least 200% of the maximum Debt Service on or with respect to all Outstanding Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) scheduled to be paid during the current or any future Fiscal Year, including maximum Debt Service during any future Fiscal Year on the Bonds; and (ii) our estimated Gross Sales Tax Revenues, during each of three consecutive Fiscal Years beginning with the Fiscal Year in which Debt Service is due on the Bonds, will be sufficient to pay all Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) and all Subordinate Lien Obligations during such three Fiscal Years (exclusive of amounts payable on Credit Agreement Obligations).

Amendment to Master Debt Resolution

In the Sixth Supplemental Debt Resolution, the Board approved a certain amendment (the “*Amendment*”) to the Master Debt Resolution described in this section. DART obtained the consents necessary for the Amendment to become effective, and the Amendment became effective on February 11, 2011.

The following is a summary of the Amendment:

- The Debt Service required to be calculated for a particular series of Obligations pursuant to the financial tests set forth in subsections (b)(iii) and (b)(iv) of Section 3.2 of the Master Debt Resolution will be calculated net of amounts payable to DART from or by the State or the United States for, on account of, or in reimbursement for, the payment of principal and interest on such Obligations, if such amounts are, at the time of calculation, required to be deposited to the debt service fund for such Obligations. The effect of this Amendment is to permit DART to take into account Federal Interest Subsidy payments in calculating DART’s Debt Service for purposes of meeting its financial coverage tests for the issuance of additional Obligations. For a description of the financial tests set forth in the Master Debt Resolution, see “THE BONDS - Compliance with Financial Tests for the Issuance of Additional Senior Lien Obligations” and the [2018] Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Preconditions to Issuance of Bond Obligations—Financial Coverage Tests.”

Principal Amounts, Interest Rates

The Bonds will mature on the dates, in the principal amounts and will bear interest at the rates per annum stated on the inside cover page of this Supplemental Official Statement. Interest on the Bonds will be calculated on the basis of a 360-day year of twelve thirty-day months, paid semiannually on June 1 and December 1 of each year (or on the next succeeding Business Day if such date is not a Business Day), commencing December 1, 2019. Interest will accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for.

Security for Bonds

The Bonds are payable from and are secured by a first lien on the (i) Gross Sales Tax Revenues, (ii) Pledged Farebox Revenues, (iii) the Federal Interest Subsidy payments that are deposited to the Senior Lien Debt Service Fund, and (iv) investment earnings credited to the Gross Sales Tax Revenue Fund. See the 201[7/8]Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Security for the Obligations—Flow of Funds.” This lien is senior to the lien on Pledged Revenues that is created in the Master Debt Resolution in favor of all Subordinate Lien Obligations. To secure our obligations to pay compensation to, to reimburse the expenses and costs of, and to indemnify the Trustee, the Trustee has a lien on Pledged Revenues prior to the Senior Lien Obligations. During the continuance of an Event of Default, the Trustee will apply all money, investments and the income therefrom that are on deposit in the Senior Lien Debt Service Fund first to the payment of Administrative Expenses owed on or with respect to the Senior Lien Obligations. For additional information regarding the Sales Tax and Gross Sales Tax Revenues, see the 201[7/8]Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Security for the Obligations—Flow of Funds.”

THE BONDS AND OUR OUTSTANDING BOND OBLIGATIONS ARE PAYABLE SOLELY FROM THE PLEDGED REVENUES AND THE PLEDGED FUNDS CREATED UNDER THE MASTER DEBT RESOLUTION AND THE NINETEENTH SUPPLEMENTAL DEBT RESOLUTION, AND NEITHER THE STATE, THE CITY OF DALLAS (THE “CITY”), A PARTICIPATING MUNICIPALITY, NOR ANY POLITICAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE WILL BE OBLIGATED TO PAY THE SAME OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, A PARTICIPATING MUNICIPALITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS OR OUR OUTSTANDING BOND OBLIGATIONS. NEITHER THE BONDS, OUR OUTSTANDING BOND OBLIGATIONS, NOR ANY INSTRUMENT RELATED TO SUCH BONDS MAY GIVE A BONDHOLDER A RIGHT TO DEMAND PAYMENT FROM TAX PROCEEDS IN EXCESS OF THOSE COLLECTED FROM THE SALES TAX IMPOSED BY DART PURSUANT TO THE ACT. THE OWNERS OF THE BONDS DO NOT HAVE THE RIGHT TO DEMAND PAYMENT OF THE BONDS OUT OF ANY FUNDS RAISED OR TO BE RAISED BY AD VALOREM TAXATION.

Pledge of Pledged Farebox Revenues to Obligations Pursuant to Seventh Supplemental Debt Resolution

The Master Debt Resolution provides that DART may, pursuant to a supplemental resolution, subject additional revenues to the lien and pledge of the Master Debt Resolution. Pursuant to the provisions of the Seventh Supplemental Debt Resolution, DART pledged the Pledged Farebox Revenues as security for all of the Obligations, including the Prior Bonds, the Bonds and any Additional Senior Lien Obligations. Pledged Farebox Revenues are limited, with respect to each Debt Service Accrual Period, to the fares collected by DART for its bus, rail and paratransit services in an amount equal to the Accrued Aggregate Debt Service applicable to the 2010B Bonds after deducting the Federal Interest Subsidy payments accrued during such Debt Service Accrual Period. The Pledged Farebox Revenues are subject to the lien and pledge of the Master Debt Resolution for the benefit of holders of all outstanding Obligations, and are additional funds constituting Pledged Revenues. DART has covenanted and agreed that on each day on which the Trustee receives Gross Sales Tax Revenues as provided in the Master Debt Resolution, to the extent such Gross Sales Tax Revenues are insufficient to fully fund all of the transfers and deposits required to be made pursuant to Section 5.3(a) of the Master Debt Resolution, to transfer to the Trustee an amount of Pledged Farebox Revenues sufficient to fund such deficiency or, if Pledged Farebox Revenues are not

sufficient to fund such deficiency, continue to transfer Pledged Farebox Revenues to the Trustee immediately upon receipt thereof, until any deficiencies are fully funded. The Trustee shall deposit and transfer such Pledged Farebox Revenues to the funds and accounts and in the order of priority set forth in the Master Debt Resolution for deposit and credit of amounts on deposit in the Gross Sales Tax Revenue Fund. See the 201[7/8]Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Security for the Obligations—Flow of Funds.”

Payments of Principal and Interest

- Deposits to and Payments from Senior Lien Debt Service Fund

The Trustee is required (1) to accumulate money in the Senior Lien Debt Service Fund in amounts sufficient to pay the principal of and the interest on the Bonds that are due and payable on each Interest Payment Date and on each Stated Maturity Date by depositing Gross Sales Tax Revenues to the Gross Sales Tax Revenue Fund as such revenues are received from the Comptroller, and then transferring such revenues, together with any other funds required to be transferred to the Trustee by DART, to the Senior Lien Debt Service Fund, in amounts equal to the Accrued Aggregate Debt Service on the Outstanding Bonds during each Debt Service Accrual Period, and (2) to transfer funds to the Paying Agent/Registrar sufficient in amount to pay the principal of and the interest on the Outstanding Bonds on their respective Interest Payment Dates, Mandatory Redemption Dates and Stated Maturity Dates. See the 201[7/8]Annual Disclosure Statement, “OUTSTANDING OBLIGATIONS AND OUR FINANCING PLANS—Security for the Obligations—Flow of Funds.”

If amounts on deposit in the Senior Lien Debt Service Fund are not sufficient on any Interest Payment Date, or Stated Maturity Date to make such payment then due, such an occurrence constitutes an Event of Default under the Master Debt Resolution. In such an event, the Trustee is required to deposit all Gross Sales Tax Revenues, the other Pledged Revenues and other funds required to be transferred to the Trustee by DART to the Senior Lien Debt Service Fund when and as received from the Comptroller or DART, respectively, until the Senior Lien Debt Service Fund has on deposit therein all current and past due amounts required to pay the Senior Lien Bonds. See “THE BONDS—Events of Default and Remedies,” Appendix B to the 201[7/8]Annual Disclosure Statement, “SUMMARY OF CERTAIN TERMS OF THE MASTER DEBT RESOLUTION—DEFAULTS AND REMEDIES—Remedies for Default” and “SUMMARY OF CERTAIN TERMS OF THE MASTER DEBT RESOLUTION—SPECIAL FUNDS, USES OF MONEYS—Gross Sales Tax Revenue Fund.”

- Medium, Method and Place of Payment

Interest on the Bonds will be payable to the Holders whose names appear in the Obligation Register at the close of business on the 15th day of the month next preceding each Interest Payment Date (the “*Record Date*”); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from DART. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which will be at least 15 days after the Special Record Date) will be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the Bond Register at the close of business on the last Business Day next preceding the date of mailing of such notice. Interest on the Bonds will be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the Holder entitled to such payment, United States mail, first class postage prepaid, to the address of the Holder as it appears in the Bond Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person will bear all risk and expenses of such other customary banking arrangements.

The principal of each Bond will be paid to the Holder on the due date thereof (whether at the Stated Maturity Date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent, initially in Houston, Texas. If a date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment will be the next succeeding Business Day, and payment on such date will have the same force and effect as if made on the original date payment was due.

Subject to any applicable escheat, unclaimed property, or similar and Applicable Law, unclaimed payments remaining unclaimed by the Holders entitled thereto for three years after the applicable payment or redemption date will be paid to DART and thereafter neither DART, the Paying Agent/Registrar, nor any other person will be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds. Notwithstanding any other provision of this Supplemental Official Statement, during any period in which the Bonds are held in book-entry-only form by DTC, payment of the principal, together with any premium, and interest on the Bonds, will be paid to DTC in immediately available or next day funds on each interest or principal payment date.

Redemption Provisions

- Optional Redemption

The Bonds maturing on and after December 1, _____ are subject to redemption, in whole or in part, at our option on any day on and after December 1, _____, at the redemption price equal to the principal amount of Bonds to be redeemed plus accrued and unpaid interest to the redemption date, without premium.

-Partial Redemption of Bonds

We may select, in our sole discretion, the maturity or maturities and amounts of any Bonds to be redeemed at our option. So long as the Book-Entry system is used for the Bonds, the Paying Agent/Registrar will give notice of any such redemption only to DTC, as registered owner, and the selection and redemption of the Bonds will be completed pursuant to the applicable procedures of DTC. If DART selects part of a maturity for redemption, the selection of Bonds to be redeemed within such maturity will be determined by DTC. A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, DTC will treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption. If Bonds are redeemed in part, the principal amount of such Bonds held by DTC will be reduced and DTC will redeem Bonds held for the accounts of DTC participants in accordance with its rules and operational arrangements and DTC participants and indirect participants will implement a redemption of such Bonds from the beneficial owners thereof.

The selection of Bonds to be redeemed will be conducted by DTC and will not be governed by the Master Debt Resolution or the Nineteenth Supplemental Debt Resolution and will not be conducted by DART or the Paying Agent/Registrar. Neither DART nor the Paying Agent/Registrar will have any responsibility to DTC participants or other persons for whom DTC participants act as nominees, with respect to the payments on the Bonds or the providing of notice to DTC participants, indirect participants, or beneficial owners of the selection of portions of the Bonds for redemption.

- Notice of Redemption

The Paying Agent/Registrar is required to give notice of any redemption to the Holder of each Bond (or part thereof) to be redeemed by first class United States mail not less than 30 days before the date fixed for redemption. The notice of redemption must state the redemption date, the redemption price, the place at which the Bonds are to be surrendered, and, if less than all the Bonds are to be redeemed, an identification of the Bonds or portions of the Bonds to be redeemed. Any notice so given is conclusively presumed to have been duly given, whether or not the Holder actually receives notice. Failure to give notice of redemption to any Holder of Bonds, or any defect therein, will not affect the validity of any proceedings for redemption of any Bonds for which notice was properly given.

The Paying Agent/Registrar and DART, so long as the Book-Entry system is used for the Bonds, will send any notice of redemption, notice of proposed amendment to the Master Debt Resolution or Supplemental Debt Resolution or other notices only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the beneficial owner, shall not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice.

Registration, Transfer, Exchange and Replacement of Bonds

The Bonds may be registered, transferred, exchanged or replaced by the Paying Agent/Registrar who at all times is obligated to maintain a Bond Register. Neither DART nor the Paying Agent/Registrar is required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation is not applicable to an exchange by the Holder of the uncalled principal balance of a Bond.

Events of Default and Remedies

Each of the following occurrences or events constitutes an “Event of Default” under the Master Debt Resolution:

- (i) failure to timely pay any Debt Service on Bond Obligations;
- (ii) failure to timely pay any Credit Agreement Obligations;
- (iii) default in the performance of any of the covenants, conditions, agreements and provisions contained in the Obligations or in any of the Outstanding Resolutions, the failure of which materially and adversely affects the rights of the Holders, and the continuation thereof for a period of 30 days after written notice of such default;
- (iv) issuing of an order by the Bankruptcy Court or a United States District Court or other court having jurisdiction, granting DART, in an involuntary proceeding, any relief under any applicable law relating to bankruptcy or providing for the appointment of a receiver or other similar official for DART or any substantial part of its property, affairs or assets, and the continuance of any such order unstayed and in effect for a period of 90 consecutive days; or
- (v) DART institutes or consents to the institution of insolvency or bankruptcy proceedings against it under any federal or state insolvency laws, or files or consents to the filing of any petition, application or complaint seeking the appointment of a receiver or other similar official for DART or of any substantial part of its property, affairs or assets.

Upon the happening and continuance of any of the Events of Default the Trustee is required to transfer future Gross Sales Tax Revenues and any other Pledged Revenues in the same order as if no Event of Default had occurred with the exception that Administrative Expenses owed with respect to the Senior Lien Obligations will be paid prior to the payment of interest and principal installments from the Senior Lien Debt Service Fund. Subject to certain restrictions on Holder’s actions set forth in the Master Debt Resolution, a Credit Provider, a Bondholder Representative and/or a trustee representing not less than 25% in principal amount of Outstanding Bond Obligations, may proceed against DART to protect and enforce the rights of the Holders. No Holder has the right to seek appointment of a receiver or administrator of the affairs and assets of DART. There is no right to accelerate the maturity of any Obligation under the Master Debt Resolution.

Thirty days after a default is cured, DART will be restored to its former position under the Master Debt Resolution and any proceedings are required to be abandoned or dismissed.

During the continuance of an Event of Default, the Trustee will apply all amounts on deposit in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund and the Junior Subordinate Lien Debt Service Fund at the time of the default or deposited to such funds after the default, respectively, as follows: (i) to the payment of Administrative Expenses with respect to the Senior Lien Obligations, the Senior Subordinate Lien Obligations, or the Junior Subordinate Lien Obligations, respectively, and as applicable; and (ii) to the payment of Debt Service due on the Obligations that are payable from the money on deposit in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, or the Junior Subordinate Lien Debt Service Fund, respectively, and as applicable, in the following order:

(i) Unless the principal of all applicable Outstanding Obligations is due, first, to the payment of interest then due in the order of maturity of such interest installments, and, if the amount available is not sufficient to pay all interest amounts then due, then to the payment of interest ratably, according to the amounts due on such installment, without any discrimination or preference; and second, to the payment of principal or redemption price then due, whether at maturity or by call for redemption, in the order of their due dates and, if the amount available is not sufficient to pay all of the applicable Obligations due on any date, then to the payment of principal or redemption price ratably, according to the amounts of principal due, without any discrimination or preference.

(ii) If the principal of all of the applicable Outstanding Obligations that are payable from a specific debt service fund is due, to the payment of the principal and interest then due and unpaid upon such Obligations without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Obligation over any other Obligation, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference.

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SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds and Issuer contribution, if any, will be applied approximately as follows:

SOURCES

Par Amount of the Bonds	\$ _____
Net Original Issue Premium	_____
Issuer Contribution	_____
 Total Sources	 \$ _____

USES

Deposit to Escrow Fund	\$ _____
Underwriters' Discount	_____
Cost of Issuance	_____
 Total Uses	 \$ _____

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[ANNUAL BOND DEBT SERVICE REQUIREMENTS]* - WILL WORK ON FORMATTING

The following table sets forth the amounts required for the payment of principal, mandatory sinking fund redemptions, and interest on the outstanding Senior Lien Obligations and annual debt service requirements on the Bonds.

FYE 9/30	Existing Senior Lien Net Debt Service (1)(2)(3)		The Bonds (4)		Total	Total Net Debt Service Requirements (1)(2)(3)		FYE 9/30
	\$		Principal	Interest		\$		
2019	\$ 184,201,878	-	-	-	-	-	\$ 184,201,878	2019
2020	178,339,679	-	-	18,004,372	18,004,372	-	196,344,051	2020
2021	186,214,647	-	-	16,043,500	16,043,500	-	202,258,147	2021
2022	195,700,526	-	-	16,043,500	16,043,500	-	211,744,026	2022
2023	201,616,230	-	-	16,043,500	16,043,500	-	217,659,730	2023
2024	180,302,134	-	20,465,000	15,531,875	35,996,875	-	216,299,009	2024
2025	176,774,828	-	21,240,000	14,489,250	35,729,250	-	212,504,078	2025
2026	176,818,255	-	22,095,000	13,405,875	35,500,875	-	212,319,130	2026
2027	176,011,721	-	23,220,000	12,273,000	35,493,000	-	211,504,721	2027
2028	176,054,364	-	24,405,000	11,082,375	35,487,375	-	211,541,739	2028
2029	176,106,022	-	25,650,000	9,831,000	35,481,000	-	211,587,022	2029
2030	176,136,368	-	26,960,000	8,515,750	35,475,750	-	211,612,118	2030
2031	176,144,066	-	28,330,000	7,133,500	35,463,500	-	211,607,566	2031
2032	181,104,503	-	29,775,000	5,680,875	35,455,875	-	216,560,378	2032
2033	180,875,286	-	31,290,000	4,154,250	35,444,250	-	216,319,536	2033
2034	180,392,287	-	32,885,000	2,549,875	35,434,875	-	215,827,162	2034
2035	180,240,015	-	34,555,000	863,875	35,418,875	-	215,658,890	2035
2036	220,265,397	-	-	-	-	-	220,265,397	2036
2037	227,872,112	-	-	-	-	-	227,872,112	2037
2038	237,729,984	-	-	-	-	-	237,729,984	2038
2039	237,254,863	-	-	-	-	-	237,254,863	2039
2040	239,312,874	-	-	-	-	-	239,312,874	2040
2041	239,222,397	-	-	-	-	-	239,222,397	2041
2042	239,226,105	-	-	-	-	-	239,226,105	2042
2043	239,213,127	-	-	-	-	-	239,213,127	2043
2044	231,129,394	-	-	-	-	-	231,129,394	2044
2045	231,445,770	-	-	-	-	-	231,445,770	2045
2046	175,062,043	-	-	-	-	-	175,062,043	2046
2047	175,033,486	-	-	-	-	-	175,033,486	2047
2048	175,026,221	-	-	-	-	-	175,026,221	2048
2049	169,941,857	-	-	-	-	-	169,941,857	2049
2050	55,431,099	-	-	-	-	-	55,431,099	2050
2051	55,412,037	-	-	-	-	-	55,412,037	2051
2052	55,404,814	-	-	-	-	-	55,404,814	2052
2053	55,359,784	-	-	-	-	-	55,359,784	2053
2054	55,351,374	-	-	-	-	-	55,351,374	2054
2055	55,329,936	-	-	-	-	-	55,329,936	2055
2056	55,312,240	-	-	-	-	-	55,312,240	2056
2057	55,280,743	-	-	-	-	-	55,280,743	2057
2058	55,261,712	-	-	-	-	-	55,261,712	2058
	\$ 6,618,912,172		\$ 320,870,000	\$ 171,646,372	\$ 492,516,372		\$ 7,111,428,545	

(1) Net of expected federal subsidies on the Series 2009B and 2010B Bonds. Does not include outstanding senior subordinate lien commercial paper.
 (2) Excludes the Refunded Bonds. Preliminary, subject to change.
 (3) Assumes \$908 million Series 2018 Bonds (RRIF loan) are fully drawn per the anticipated schedule. Preliminary, subject to change.
 (4) Calculated at an assumed rate for purposes of illustration. Preliminary, Subject to Change.

* Preliminary, subject to change.

THE PAYING AGENT/REGISTRAR

Zions Bancorparation, National Association, Houston, Texas, is the Paying Agent/Registrar for the Bonds. We retain the right to replace the Paying Agent/Registrar, but we are obligated to maintain and provide for a Paying Agent/Registrar for the Bonds at all times, and any successor must be a commercial bank or trust company or other entity that is duly and legally authorized to perform the duties of Paying Agent/Registrar under the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution. The Paying Agent/Registrar is responsible for paying the principal of and interest on the Bonds from amounts received from the Trustee, for maintaining the Obligation Register with respect to the Bonds and, subject to the conditions described under "BOOK-ENTRY SYSTEM" below, administering the transfer and exchange of Bonds.

BOOK-ENTRY SYSTEM

AS LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES HEREIN TO THE "HOLDERS," THE "BONDHOLDERS," OR THE "OWNERS OF THE BONDS" MEANS CEDE & CO. AND DOES NOT MEAN THE BENEFICIAL OWNER OF THE BONDS. WHEN REFERENCE IS MADE TO ANY ACTION WHICH IS REQUIRED OR PERMITTED TO BE TAKEN BY SUCH BENEFICIAL OWNER, SUCH REFERENCE ONLY RELATES TO ACTION BY SUCH BENEFICIAL OWNER OR THOSE PERMITTED TO ACT (BY STATUTE, REGULATION, OR OTHERWISE) ON BEHALF OF SUCH BENEFICIAL OWNER FOR SUCH PURPOSES.

DART, the Paying Agent/Registrar, the Co-Financial Advisors and the Underwriters cannot and do not give any assurances that DTC will distribute to its Participants or that Direct Participants or Indirect Participants (as each of such capitalized terms are defined below) will distribute to Beneficial Owners of the Bonds (i) payments of the principal of or interest or premium, if any, on the Bonds, (ii) confirmation of ownership interests in the Bonds or (iii) redemption or other notices, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Supplemental Official Statement. The current "rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "procedures" of DTC to be followed in dealing with its Participants are on file with DTC.

DART, THE PAYING AGENT/REGISTRAR, THE CO-FINANCIAL ADVISORS AND THE UNDERWRITERS WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC, TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE BONDS; (C) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS UNDER THE MASTER DEBT RESOLUTION, THE THIRTEENTH SUPPLEMENTAL DEBT RESOLUTION OR ANY OTHER SUPPLEMENTAL RESOLUTION UNDER AND PURSUANT TO WHICH ANY OUTSTANDING OBLIGATIONS HAVE BEEN ISSUED OR EXECUTED, OR PRIOR RESOLUTIONS AMENDED; (D) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT.

The information in this section concerning DTC and DTC's Book-Entry system has been obtained from sources that DART believes to be reliable, but neither DART nor the Board take any responsibility for the accuracy thereof.

General Provisions

The following information concerning DTC and its book-entry system has been furnished for use in this Supplemental Official Statement by DTC. DART, the Paying Agent/Registrar, the Co-Financial Advisors and the Underwriters take no responsibility for the accuracy or completeness of such information.

DTC acts as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized

representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity and bearing the same interest rate, will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest Rating: AAA." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the Book-Entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, the Bonds to be redeemed within such maturity will be selected by DTC in accordance with the Operational Arrangements of DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to DART as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from DART or the Paying Agent/Registrar on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, DART or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of DART or the Paying Agent/Registrar, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to DART or the Paying Agent/Registrar. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as described in the Nineteenth Supplemental Debt Resolution.

DART and the Board may decide to discontinue use of the system of Book-Entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered as described in the Nineteenth Supplemental Debt Resolution.

INVESTMENT CONSIDERATIONS

The following information, which you should carefully consider, identifies certain investment considerations associated with the purchase of Bonds. You should also carefully consider the information set forth under "Investment Considerations" beginning on page __ of the [2018] Annual Disclosure Statement.

Issuance of Additional Senior Lien Obligations

The Master Debt Resolution permits us to issue Additional Senior Lien Obligations without notice to you and without your consent, if we can satisfy the financial tests and limitations contained in the Master Debt Resolution. We must also satisfy any limitations contained in Supplemental Resolutions and in Credit Agreements in order to issue any Senior Lien Obligations. The financial tests that apply to future issues of Additional Senior Lien Obligations require us to demonstrate an ability to pay the Bonds and such future Obligations based on economic forecasts of future economic conditions. Those forecasts do not and cannot guarantee that we will receive Gross Sales Tax Revenues and other Pledged Revenue, at the times and in the amounts required to pay all of our Obligations, including the Bonds, when and as due and payable.

Ratings of the Bonds Do Not Assure Their Payment

The Bonds are currently rated by nationally recognized rating agencies, as shown on the cover page hereof. A rating reflects the rating agency's assessment of the likelihood that holders of a class of securities will receive the payments to which they are entitled. A rating may not remain in effect for any given period of time, and a rating agency may lower or withdraw a rating entirely. A rating is not a recommendation to purchase, hold, or sell securities because it does not address the market price, liquidity or the suitability of the securities for any particular investor.

The Master Debt Resolution Provides for Cross-Defaults

The Master Debt Resolution provides that an "Event of Default" occurs thereunder if, under certain circumstances, we default in the due and punctual performance of any covenant, condition, agreement or provision contained in any Obligation (including any Credit Agreement) or any Outstanding Resolution. See Appendix B to the 201[7/8] Annual Disclosure Statement, "SUMMARY OF CERTAIN TERMS OF THE MASTER DEBT RESOLUTION—DEFAULTS AND REMEDIES."

Nonpayment Events of Default

If we default in the performance of any nonpayment related covenants, conditions, agreements, and provisions contained in the Obligations or in any of the Outstanding Resolutions, notice of default may be initiated by the Holders of not less than 10% in aggregate principal amount of Outstanding Bond Obligations, a Credit Provider, or a Bondholder Representative. It may be difficult for the Holders of the Bonds to initiate a nonpayment event of default, unless such Holders are successful in obtaining the cooperation of (i) a significant number of other Holders of the Bonds or (ii) the Holders of other Outstanding Bond Obligations. Although the Master Debt Resolution permits a Supplemental Resolution authorizing a series of Bond Obligations to designate a Bondholder Representative to represent the Holders of a series of Bond Obligations at a time when there is no Credit Agreement in effect, such designation has not been made in the Nineteenth Supplemental Debt Resolution.

Limitation and Enforceability of Remedies

The remedies available to the Holders of the Bonds upon an Event of Default under the Master Debt Resolution are limited to the seeking of specific performance or a writ of mandamus or other suit, action, or proceeding compelling and requiring us and our officers to observe and perform any covenant, condition, or obligation prescribed in the Master Debt Resolution. NO ACCELERATION REMEDY IS AVAILABLE TO HOLDERS OF THE BONDS. A Credit Provider, a Bondholder Representative, or a trustee selected by and representing not less than 25% in principal amount of the Outstanding Bond Obligations may initiate an action against us, but only if the Holders of at least 25% in principal amount of the Outstanding Senior Lien Obligations have joined in or consented to such action or each Holder of a Senior Lien Obligation has been provided prior notice of such action. It may be difficult for the Holders of the Bonds to cause a trustee, a Credit Provider, or a Bondholder Representative to take action in the Event of Default without the cooperation of a significant number of Holders of the Outstanding Senior Lien Obligations.

After an Event of Default, the Trustee will transfer funds in the same order as if no Event of Default had occurred with the exception that Administrative Expenses will be paid prior to the payment of interest and principal installments from the Senior Lien Debt Service Fund and the funds securing any Subordinate Lien Obligations.

The remedies available under the Master Debt Resolution are in many respects dependent upon regulatory and judicial actions that are often subject to discretion and delay. Under existing law, such remedies may not be readily available. In addition, enforcement of such remedies (i) may be subject to general principles of equity which may permit the exercise of judicial discretion and (ii) are subject, in part, to the provisions of the United States Bankruptcy Act and other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Further, under current State law, we are prohibited from waiving sovereign immunity from suit or liability with respect to our obligations relating to the Bonds and, therefore, Holders of the Bonds are prevented from bringing a suit against us to adjudicate a claim to enforce our obligations under the Master Debt Resolution or for damages for breach of our obligations under the Master Debt Resolution. However, State courts have held that mandamus proceedings against a governmental unit, such as DART, are not prohibited by sovereign immunity.

CONTINUING DISCLOSURE AND ACCESS TO INFORMATION

We have agreed voluntarily to replace the Disclosure Statement annually, to update it after the first, second and third quarters of our fiscal year with unaudited financial information, and to prepare a Supplemental Official Statement or Supplemental Disclosure Statement and Offering Memorandum in connection with each issue of Bond Obligations. These disclosure documents and each Supplemental Debt Resolution will be filed with the Municipal Securities Rulemaking Board (the “MSRB”). All of these documents will also be posted on the Internet at our website, www.dart.org. We reserve the right to stop postings on the Internet of annual and quarterly updates at any time.

In the Master Debt Resolution and the Nineteenth Supplemental Resolution, DART has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. Pursuant to the requirements of Rule 15c2-12 (the “Rule”) promulgated by the United States Securities and Exchange Commission (the “SEC”), DART is obligated to provide certain updated financial information and operating data annually, and notice of specified events (listed below) to the MSRB. This information will be available free of charge from the MSRB via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The updated information to be provided by DART includes information contained in the charts set forth under “DART’S FINANCIAL PRACTICES AND RESOURCES” in the 2019 Annual Disclosure Statement. The updated information also includes audited financial statements, if DART commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, DART will provide unaudited financial statements by the required time and audited financial statements when and if they become available. Any such financial statements will be prepared in accordance with the accounting principles described in the 201[7/8] Annual Disclosure Statement or such other accounting principles DART may be required to employ.

DART’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless DART changes its fiscal year. If DART changes its fiscal year, it will notify the MSRB of the change.

DART is required to notify the MSRB, in a timely manner and in not more than ten (10) business days after the occurrence of any one of the following events with respect to the Bonds: (i) principal and interest payment delinquencies; (ii) nonpayment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TED) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to the rights of Owners, if material; (viii) bond calls, if material and tender offers; (ix) defeasance; (x) release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership, or similar event of DART, which shall occur as described below; (xiii) the consummation of a merger, consolidation, or acquisition involving DART or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material; (xv) incurrence of a Financial Obligation of DART, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of DART, any of which affect security holders, if material; and (xvi) default, event of acceleration, termination event, modification of terms or similar events under the terms of a Financial Obligation of DART, any of which reflect financial difficulties.

For these purposes, (A) any event described in clause (xii) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for DART in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of DART, or if such jurisdiction has been assumed by leaving the existing governing body, and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of DART; and (B) DART intends the

words used in clauses (xv) and (xvi) of the immediately preceding paragraph to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

DART will notify the MSRB, in a timely manner, of any failure by DART to provide financial statements and other financial information or operating data in accordance with its agreement by the required time.

[Compliance with Prior Undertakings

Over and during the last five years, a notice of defeasance and redemption was not timely filed with respect to certain of its Senior Lien Sales Tax Revenue Refunding Bonds, Series 2007 that were refunded in December 2015. Also, certain annual and material filings inadvertently were not linked to certain of the related outstanding bonds. DART has updated its annual filings through EMMA and remedied any incorrect or missing CUSIP linkages for any series of bonds of which it is aware.]

RATINGS OF BONDS

The respective ratings that have been assigned to the Bonds by S&P, Moody's, and KBRA are stated on the cover page of this Supplemental Official Statement. We furnished S&P, Moody's, and KBRA with certain information not included in this Supplemental Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions by the rating agencies.

An explanation of the significance of such ratings may be obtained from the company furnishing the rating. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. The ratings reflect only the respective views of such organizations. We make no representation as to the appropriateness of the ratings. We can provide no assurance that such ratings will continue for any given period of time or that they will not be revised or withdrawn entirely by any or all rating companies, if in the judgment of any or all companies, circumstances so warrant. Any downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price or marketability of the Bonds.

[TAX MATTERS – NEEDS TO BE UPDATED

The following discussion describes certain U.S. federal income tax considerations of United States persons that are beneficial owners ("Owners") of the Bonds.

Tax-Exemption

In the opinion of our Co-Bond Counsel, under existing law (i) interest on the Bonds is excludable from gross income for federal income tax purposes, and (ii) the Bonds are not "private activity bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and, as such, interest on the Bonds is not subject to the alternative minimum tax on individuals and corporations except as described below in the discussion regarding the current earnings adjustment for corporations

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of the Bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States, and a requirement that the issuer file an information report with the Internal Revenue Service. DART has covenanted in the Master Debt Resolution and in the Fourteenth Supplemental Debt Resolution that it will comply with these requirements.

The opinions of Co-Bond Counsel will assume continuing compliance with the covenants of the Master Debt Resolution and in the Fourteenth Supplemental Debt Resolution and all other Supplemental Resolutions pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Bonds for federal income

tax purposes and, in addition, will rely on representations by us, by our Co-Financial Advisors and the Underwriters with respect to matters solely within our knowledge, the knowledge of our Co-Financial Advisors and the Underwriters, respectively, which Co-Bond Counsel has not independently verified. Co-Bond Counsel will further rely on the report (the "Report") of Grant Thornton LLP, certified public accountants, regarding the mathematical accuracy of certain computations. If DART should fail to comply with the covenants in the Master Debt Resolution and the Supplemental Resolutions or if the foregoing representations or Report should be determined to be inaccurate or incomplete, interest on the Bonds could become includable in gross income from the date of delivery of the Bonds, regardless of the date on which the event causing such includability occurs.

The Code also imposes a 20% alternative minimum tax on the "alternative minimum taxable income" of a corporation if the amount of such alternative minimum tax is greater than the amount of the corporation's regular income tax. Generally the alternative minimum taxable income of corporation (other than any S corporation, regulated investment company, REIT, or REMIC), includes 75% of the amount by which its "adjusted current earnings" exceeds its other "alternative minimum taxable income." Because interest on tax-exempt obligations, such as the Bonds, is included in a corporation's "adjusted current earnings," ownership of the Bonds could subject a corporation to alternative minimum tax consequences.

Except as stated above, Co-Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

The opinions of Co-Bond Counsel are based on existing law, which is subject to change. Such opinions are further based on Co-Bond Counsel's knowledge of facts as of the date thereof. Co-Bond Counsel assume no duty to update or supplement their opinions to reflect any facts or circumstances that may thereafter come to Co-Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, the opinions of Co-Bond Counsel are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent the legal judgment of Co-Bond Counsel based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced in accordance with its current published procedures, the Service is likely to treat DART as the taxpayer and the Owners of Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds regardless of the ultimate outcome of the audit.

Additional Federal Income Tax Considerations

- Collateral Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively-connected earnings and profits, including tax-exempt interest such as interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

- Tax Accounting Treatment of Original Issue Discount

The issue price of all or a portion of the Bonds (the "Original Issue Discount Bonds") may be less than the stated redemption price payable at maturity of such Bonds. In such event, the difference between (i) the amount payable at the maturity of each Original Issue Discount 2016 Bond, and (ii) the initial offering price to the public of such

Original Issue Discount 2016 Bond constitutes original issue discount with respect to such Original Issue Discount Bonds in the hands of any Owner who has purchased such Original Issue Discount Bonds in the initial public offering of the Bonds. Generally, such initial Owner is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bonds equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bonds continues to be owned by such Owner. Because original issue discount is treated as interest for federal income tax purposes, the discussion regarding interest on the Bonds under the captions "Tax Exemption of Bonds" and "Collateral Tax Consequences" above generally applies and should be considered in connection with the discussion of this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount 2019 Bond prior to stated maturity, however, the amount realized by such Owner in excess of the basis of such Original Issue Discount 2019 Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount 2019 Bond was held by such initial Owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriters have purchased the Bonds for contemporaneous sale to the public and (ii) all of the Original Issue Discount Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transaction for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Official Statement. Neither DART nor Co-Bond Counsel has made any investigation or offers any comfort that the Original Issue Discount Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount 2019 Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial Owner's basis for such Original Issue Discount 2019 Bond for purposes of determining the amount of gain or loss recognized by such Owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Original Issue Discount 2019 Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All Owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination of federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

- Tax Accounting Treatment of Original Issue Premium

The issue price of all or a portion of the Bonds may exceed the stated redemption price payable at maturity of such Bonds. Such Bonds (the "Premium Bonds") will be considered for federal income tax purposes to have "bond premium" equal to the amount of such excess. The basis of a Premium 2019 Bond in the hands of an initial Owner is reduced by the amount of such excess that is amortized during the period such initial Owner holds such Premium 2019 Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium 2019 Bond by the initial Owner. No corresponding deduction is allowed for federal income tax purposes, however, for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium 2019 Bond which is amortizable each year (or shorter period in the event of a sale or disposition of a Premium 2019 Bond) is determined using the yield to maturity on the Premium 2019 Bond based on the initial offering price of such 2019 Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All Owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium 2019 Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.]

LITIGATION

See “LITIGATION” in our 201[7/8] Annual Disclosure Statement [and the Quarterly Disclosure Update] for a discussion of pending litigation or claims affecting DART.

No significant changes have occurred in the status of pending litigation involving DART since the date of the 201[7/8] Annual Disclosure Statement [and the Quarterly Disclosure Update]. We continue to accrue and estimate losses on claims that are asserted in pending litigation and have included this accrual in accounts payable and accrued liabilities in the unaudited statement of our principal accounts attached as Appendix C hereto.

APPROVALS AND LEGAL OPINIONS

We will not issue any of the Bonds unless and until we have received an opinion of the Attorney General of the State of Texas approving the issuance of the Bonds pursuant to the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution.

All legal matters incident to the legality and enforceability of the Bonds, including their authorization, issuance and sale, are subject to the approval of Bracewell LLP, Dallas, Texas, and West & Associates L.L.P., Dallas, Texas, our Co-Bond Counsel.

The initial delivery of the Bonds to the Underwriters is subject to our receipt of the opinions of Co-Bond Counsel substantially to the effect set forth in the form and substance attached hereto as Appendix A.

Our Co-Bond Counsel have reviewed the information describing the Obligations in the Disclosure Statement, and the information describing the Bonds contained in this Official Statement to verify that such information conforms to the provisions of the Master Debt Resolution, the Fourth Supplemental Debt Resolution, the Sixth Supplemental Debt Resolution, the Seventh Supplemental Debt Resolution, the Eighth Supplemental Debt Resolution, the Ninth Supplemental Debt Resolution, the Tenth Supplemental Debt Resolution, the Eleventh Supplemental Debt Resolution, the Twelfth Supplemental Debt Resolution, the Thirteenth Supplemental Debt Resolution, the Fourteenth Supplemental Debt Resolution, the Fifteenth Supplemental Debt Resolution, the Sixteenth Supplemental Debt Resolution, the Seventeenth Supplemental Debt Resolution, the Eighteenth Supplemental Debt Resolution, and the Nineteenth Supplemental Debt Resolution.

Portions of the fees paid by us to Co-Bond Counsel for services rendered in connection with the issuance of the Bonds under the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution are contingent on the issuance and sale of the Bonds.

VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS

Grant Thornton LLP, a firm of independent public accountants, will deliver to us, on or before the delivery date of the Bonds, its verification report indicating that it has verified, in accordance with attestation standards established by the American Institute of Certified Public Accountants, the mathematical accuracy of (a) the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Federal Securities, to pay, when due, the maturing principal of and interest on the Refunded Bonds and (b) the mathematical computations of yield used by Co-Bond Counsel to support its opinion that interest on the Bonds will be excluded from gross income for federal income tax purposes.

The verification performed by Grant Thornton LLP will be solely based upon data, information and documents provided to Grant Thornton LLP by the Co-Financial Advisors on our behalf. Grant Thornton LLP has restricted its procedures to recalculating the computations provided by Co-Financial Advisors on our behalf and has not evaluated or examined the assumptions or information used in the computations.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any jurisdiction. We assume no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

CO-FINANCIAL ADVISORS

We have retained Estrada Hinojosa & Company, Inc., Dallas, Texas, and PFM Financial Advisors LLC, Chicago, Illinois, as our Co-Financial Advisors to assist us in the issuance of the Bonds.

The Co-Financial Advisors have not independently verified any of the data contained in the Official Statement or conducted a detailed investigation of the affairs of DART to determine the accuracy or completeness of those documents. In the normal course of business, the Co-Financial Advisors may also from time to time, for fees to be paid by DART or by others, sell to DART or arrange for the purchase by DART of investment securities for the investment of debt proceeds or other funds of DART upon our request.

UNDERWRITING

The Underwriters have agreed, subject to certain conditions, to purchase the Bonds at a purchase price of \$ _____ (representing the principal amount of the Bonds plus a reoffering premium of \$ _____ and less an underwriters' discount of \$ _____). The Underwriters are obligated to purchase all of the Bonds if any Bonds of such series are purchased.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and nonfinancial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or

otherwise) and/or persons and entities with relationships with the Issuer. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Bank of America Merrill Lynch [description of agreement and arrangement to follow].

Goldman Sachs [description of agreement and arrangement to follow].

Piper Jaffray & Co. [description of agreement and arrangement to follow].

RBC Capital Markets [description of agreement and arrangement to follow].

Ramirez & Co. [description of agreement and arrangement to follow].

Rice Financial Products [description of agreement and arrangement to follow].

Siebert Cisneros Shank [description of agreement and arrangement to follow].

Wells Fargo Securities [description of agreement and arrangement to follow].

This Supplemental Official Statement was approved and adopted by the Board of Directors of DART as the Supplemental Official Statement relating to the Bonds in accordance with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

Sue S. Bauman
Chair, Board of Directors

ATTEST:

Michele Wong Krause
Secretary, Board of Directors

Gary Thomas
President/Executive Director

SCHEDULE I

SCHEDULE OF BONDS TO BE REFUNDED BY THE BONDS*

<u>Series</u>	<u>Original Maturity</u>	<u>Coupon</u>	<u>Principal Outstanding</u>	<u>Principal to be Refunded*</u>	<u>Call Date / Price</u>
Senior Lien Sales Tax Revenue Bonds, Taxable Series 2009B (Build America Bonds-Direct Payment to Issuer)	12/1/34	6.249	\$829,615,000	\$362,645,000	

* Preliminary, subject to change.

APPENDIX A

FORM OF OPINIONS OF CO-BOND COUNSEL

DALLAS AREA RAPID TRANSIT SENIOR LIEN SALES TAX REVENUE REFUNDING BONDS SERIES 2019

We have represented Dallas Area Rapid Transit (“DART”) as its Co-Bond Counsel in connection with the authorization and issuance of its Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Refunding Bonds, Series 2019 (the “Bonds”) in the principal amount of \$ _____. The Bonds are being issued pursuant to the Master Debt Resolution adopted January 23, 2001, as such Master Debt Resolution has been amended and supplemented from time to time (as amended and supplemented, the “Master Debt Resolution”), and the Nineteenth Supplemental Debt Resolution (the “Nineteenth Supplemental Debt Resolution”), adopted _____, 2019. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution.

We have represented DART as its Co-Bond Counsel, for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas and with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes.

We have examined the relevant provisions of the Constitution and laws of the State of Texas as we have deemed necessary, including Chapter 452, Texas Transportation Code (the “Act”), pursuant to which DART was created and functions as a subregional transportation authority and public body corporate and politic of the State of Texas, and Chapter 1207, Texas Government Code, as amended. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the transcript of proceedings described in the following paragraph. We have not assumed any responsibility with respect to the financial condition or capabilities of DART or the disclosure thereof in connection with the offering and sale of the Bonds.

In our capacity as Co-Bond Counsel, we have participated in the preparation of and have examined a transcript of certified proceedings pertaining to the Bonds on which we have relied in giving our opinion. The transcript contains certified copies of certain proceedings of DART: (i) the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution; (ii) customary certificates of officers, agents and representatives of DART, and other public officials, and other certified showings relating to the authorization and issuance of the Bonds; and (iii) an escrow agreement (the “Escrow Agreement”), between DART and Zions Bancorporation, National Association, as escrow agent (the “Escrow Agent”); (iv) a report (the “Report”) of Grant Thornton LLP, Certified Public Accountants (the “Verification Agent”) regarding the mathematical accuracy of certain computations and verifying the sufficiency of the deposits made with the Escrow Agent for defeasance of the bonds being refunded (the “Refunded Bonds”). We have also examined executed Bond No. 1 of this issue.

BASED ON SUCH EXAMINATION, IT IS OUR OPINION THAT:

- (A) The transcript of certified proceedings evidences complete legal authority for the issuance of the Bonds;
- (B) The Bonds constitute valid and binding special obligations of DART, secured by and payable from a first and senior lien on and pledge of the Pledged Revenues; and
- (C) Firm banking and financial arrangements have been made for the discharge and final payment of the Refunded Bonds pursuant to the Escrow Agreement, and therefore, the Refunded Bonds are deemed to be fully paid and no longer outstanding except for the purpose of being paid from funds provided therefor in such Escrow Agreement.

The rights of the owners of the Bonds are subject to the applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally and may be

limited by general principles of equity which permit the exercise of judicial discretion. Owners of the Bonds shall never have the right to demand payment of principal or interest out of any funds raised or to be raised by taxation other than the Gross Sales Tax Revenues.

DART has reserved the right to issue additional debt, subject to the restrictions contained in the Master Debt Resolution, that is secured by liens on the Pledged Revenues that are on a parity with or that are junior and subordinate to the lien on Pledged Revenues securing the Bonds.

IT IS OUR FURTHER OPINION THAT, under existing law:

1. Interest on the Bonds is excludable from gross income of the owners for federal income tax purposes; and

2. The Bonds are not “private activity bonds” within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), and, as such, interest on the Bonds is not subject to the alternative minimum tax on individuals and corporations, except that interest on the Bonds will be included in the “adjusted current earnings” of a corporation (other than any S corporation, regulated investment company, REIT or REMIC) for purposes of computing its alternative minimum tax liability.

In rendering such opinions, we have relied on representations of DART, the Co-Financial Advisors and the Underwriters, respectively, with respect to matters solely within the knowledge of DART, the Co-Financial Advisors and the Underwriters which we have not independently verified, and we have assumed continuing compliance with the covenants in the Master Debt Resolution and the Nineteenth Supplemental Debt Resolution and the representations in the Federal Tax Certificate pertaining to those sections of the Code that affect the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes. We have further relied on the Report of the Verification Agent regarding the mathematical accuracy of certain computations and verifying the sufficiency of the deposit made with the Escrow Agent for the defeasance of the Refunded Bonds. If such representations or the Report are determined to be inaccurate or incomplete or DART fails to comply with the foregoing covenants of the Master Debt Resolution and the Fourteenth Supplemental Debt Resolution, interest on the Bonds could become includable in the gross income of the owners from the date of their original delivery, regardless of the date on which the event causing such inclusion occurs.

Except as stated above, we express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Owners of the Bonds should be aware that the ownership of tax-exempt obligations, such as the Bonds, may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits tax” on their effectively-connected earnings and profits (including tax-exempt interest such as interest on the Bonds).

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the “Service”); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat DART as the taxpayer. We observe that DART has covenanted in the Fourteenth Supplemental Debt Resolution not to take any

action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

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APPENDIX B

201[7/8] ANNUAL DISCLOSURE STATEMENT

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APPENDIX C

**[QUARTERLY DISCLOSURE UPDATE FOR THE
PERIOD ENDED JUNE 30, 2018]**

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APPENDIX D
FINANCIAL STATEMENTS
FOR YEARS [ENDED SEPTEMBER 30, 2018 AND SEPTEMBER 30, 2017]
AND INDEPENDENT AUDITOR'S REPORT

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