
DALLAS AREA RAPID TRANSIT

MASTER DEBT RESOLUTION

authorizing

**DALLAS AREA RAPID TRANSIT
SALES TAX REVENUE OBLIGATIONS**

Adopted January 23, 2001

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RESOLUTION NO. 010014

A RESOLUTION ADOPTED BY THE SUBREGIONAL BOARD OF DIRECTORS OF DALLAS AREA RAPID TRANSIT AUTHORIZING THE ISSUANCE OF OBLIGATIONS FOR LAWFUL PURPOSES; ESTABLISHING THE SECURITY THEREFOR; CONFIRMING THE LEVY OF SALES AND USE TAXES AND PROVIDING FOR THE COLLECTION THEREOF; AND PRESCRIBING OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, Dallas Area Rapid Transit (“DART”) is a regional transportation authority, public body corporate and politic, whose creation was confirmed at an election held on August 13, 1983, pursuant to the provisions and requirements of Chapter 452, Transportation Code, as amended (the “Act”); and

WHEREAS, the governing Subregional Board of Directors of DART (the “Board”), has found and determined and by this resolution (the or this “Resolution”) hereby finds and determines that DART is and has been lawfully and validly created, that the boundaries of DART are lawfully and duly established and that the Board is duly and properly organized and is operating in accordance with the Act and all other applicable laws; and

WHEREAS, pursuant to Section 452.363 of the Act and Order No. 000102 (the “Election Order”) adopted by the Board on June 12, 2000, an election (the “2000 Bond Election”) was held within the boundaries of DART, and the voters voting thereat, subject to the limitations contained in Section 9 of the Election Order, authorized DART to pledge its 1% sales and use tax revenues to the payment of bonds or notes having a maturity longer than five (5) years; and

WHEREAS, Section 9 of the Election Order imposed limitations (the “Voted Tax and Debt Limits”) on the powers of the Board, including any successors to the current Board, to the effect that, unless an additional election is held under the Act and a majority of the voters thereat approve otherwise -

(i) DART will not implement any increase in the rate of the existing, previously voted 1% sales and use tax; and

(ii) the aggregate principal amount of bonds or notes of DART that (A) are payable from and secured solely by the revenues received by DART from the collection of a sales and use tax, (B) have maturities beyond 5 years from the date of issuance, and (C) are issued pursuant to the authority granted at the 2000 Bond Election, shall never exceed \$2.9 billion; and

WHEREAS, subject to the Voted Tax and Debt Limits and to any additional limitations that are contained herein and that may be contained in Supplemental Resolutions from time to time, the Board is adopting this Resolution in order to establish the provisions, terms, and conditions of, and

the security for, its bonds, notes, and other obligations that will be issued from time to time for its lawful purposes, and, in connection therewith, the Board will adopt separate Supplemental Resolutions to contain the specific terms and provisions with respect to the obligations to be issued pursuant hereto and secured hereby;

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

**ARTICLE I
DEFINITIONS, FINDINGS AND INTERPRETATIONS**

Section 1.1. Short Title. This Resolution may hereafter be cited in other documents and without further description as the “Master Debt Resolution” of DART.

Section 1.2. Definitions. The following terms shall, for all purposes of this Resolution, have the following meanings:

Accrued Aggregate Debt Service - means, for any specified Debt Service Accrual Period, and with respect to specified series of Obligations, an amount equal to the sum of the Debt Service accruing during that Debt Service Accrual Period with respect to all of such Obligations that are Outstanding at the beginning of such Debt Service Accrual Period.

Accrued Aggregate Interest - means, for any specified Debt Service Accrual Period, and with respect to specified series of Obligations, that portion of Accrued Aggregate Debt Service that is attributable to interest on such Obligations for such Debt Service Accrual Period. Such term shall include amounts payable to the counterparty under a Swap Agreement to the extent such amounts exceed the applicable amount of interest on the other Obligations to which the Swap Agreement relates, but does not include termination fees or other similar charges with respect to Credit Agreement Obligations.

Accrued Aggregate Principal - means, for any specified Debt Service Accrual Period and with respect to specified series of Obligations, that portion of Accrued Aggregate Debt Service for such Debt Service Accrual Period that is attributable to Principal Installments of such Obligations.

Act - means Chapter 452, Transportation Code, as amended.

Additional Senior Lien Obligations - means one or more series of bonds, notes, commercial paper obligations, or other evidences of indebtedness permitted by Applicable Law and issued by DART on a parity as to the Pledged Revenues with the Initial Senior Lien Obligations for lawful purposes as permitted by Section 3.2.

Administrative Expenses - means amounts owed to the Trustee under Section 8.4 of this Resolution and, to the extent specified in a Supplemental Resolution, the fees, expenses, and indemnification liabilities payable to the Paying Agent, the Credit Providers, any Bondholder Representative, and others. Said term does not include Credit Agreement Obligations.

Applicable Law - means the Act and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which DART and its powers, securities, bonds, notes, and other obligations, and its operations and procedures are, or may be, governed or from which such powers may be derived.

Authorized Officer - means the President and Executive Director, the Chief Financial Officer, 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.

Available Remaining Revenues - means the amount of the Gross Sales Tax Revenues, plus the Special Revenues that are available to DART for spending for lawful purposes and the uses of which are not restricted by Applicable Law, grant condition, or contract (i) after complying with the requirements of Article V hereof, and (ii) after applying all of the revenues received from the operation of the System to the purpose of operating and maintaining the System, as required by Section 452.357 of the Act.

Board - means the governing subregional board of directors of DART as authorized and required by, and selected in the manner provided in, Section 452.571 of the Act.

Bond Counsel - means one or more firms of nationally recognized attorneys selected by the Board that are experienced in financing public infrastructure through the issuance of tax-exempt obligations under Section 103 of the Code and that may be specifically identified in a Supplemental Resolution.

Bondholder Representative - means each such Person appointed pursuant to Section 11.8.

Bond Obligation - means any Obligation that is issued in the form of bonds, notes, or other securities or forms of indebtedness other than a Credit Agreement Obligation.

Business Day - means, unless another definition is provided in a Supplemental Resolution with respect to a series of Obligations authorized by such Supplemental Resolution, any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the designated

payment/transfer office of the Paying Agent/Registrar is located, or where the principal office of the Trustee is located, are generally authorized or obligated by law or executive order to close.

Certificate - means a document signed by an Authorized Officer, either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Resolution or a Supplemental Resolution.

Code - means the Internal Revenue Code of 1986, as amended, the regulations, published rulings, and other generally applicable rules promulgated or published pursuant thereto, and the provisions of any applicable section of a successor federal income tax law.

Comptroller - means the Constitutional Officer of the State of Texas known as the "Comptroller of Public Accounts" and any successor official or officer that may be charged by law with the duty of collecting the Sales Tax for the account of, and remitting Gross Sales Tax Revenues to, DART.

Costs of Acquisition and Construction - means all costs and expenses of planning, designing, acquiring, constructing, installing, extending, equipping, improving, repairing, replacing and financing any part or all of the System, placing the System in operation, and obtaining governmental approvals, certificates, permits and licenses with respect thereto. The Costs of Acquisition and Construction shall include, but shall not be limited to:

(i) all costs of land, rights-of-way and other interests in land, equipment, buildings and other structures, environmental remediation costs and facilities, engineering fees and costs, all fees and amounts owing for contractors, laborers, materials, equipment, utility services and supplies, legal fees and financing costs and fees;

(ii) costs of preliminary investigation and development, the performance or acquisition of feasibility and planning studies and the securing of regulatory approvals;

(iii) working capital and reserves during any period of acquisition or construction;

(iv) interest accruing in whole or in part on Obligations prior to and during construction or prior to and during land and equipment acquisition programs and for such additional period as the Board may determine to be necessary for the placing of the System or any facility or equipment in operation;

(v) the fees, costs or expenses incurred or agreed to be paid by DART in connection with any Credit Agreement; and

(vi) all other costs and expenses incurred by DART and properly and legally allocable to the acquisition, construction, extension, improvement and repair of all or any part of the System, expressly including, but not limited to, the costs of insurance that is properly allocable to the construction of expansions to the System, legal and professional fees, and financing costs and fees.

Credit Agreement - means any agreement of DART permitted by Applicable Law that is entered into with a Credit Provider for the purpose of enhancing or supporting the creditworthiness of all or a part of a series of Bond Obligations, and/or to assure DART's financial ability to honor rights of tender of any of such Bond Obligations and to hold, sell, market or remarket any of such Bond Obligations tendered according to the specific terms and features of a series of such Bond Obligations as contained and defined in a Supplemental Resolution, and/or to make deposits to any fund in lieu of cash deposits thereto, such as, for example only, municipal bond insurance policies, stand-by bond purchase agreements, Swap Agreements, revolving credit agreements, hedge agreements, and letters or lines of credit issued or provided by, and notes, surety bonds, reimbursement, purchase and other similar agreements with, banks, insurance companies or other commercial and financial institutions or by and with governmental agencies, entities or departments.

Credit Agreement Obligations - means any liability of DART to pay any amount of principal, interest, or other payment on any debt or liability created under a Credit Agreement in favor of a Credit Provider that is declared by the terms of this Resolution or a Supplemental Resolution to be a Senior Lien Obligation, a Senior Subordinate Lien Obligation or a Junior Subordinate Lien Obligation.

Credit Provider - means and includes each party identified and named in this Resolution or a Supplemental Resolution that provides credit or liquidity support for, or insurance insuring the payment of, any amounts due or owing on a series or issue of Bond Obligations, or on other financial undertakings in a Credit Agreement, including a counterparty to DART under a Swap Agreement.

DART - means Dallas Area Rapid Transit, a subregional transportation authority, public body corporate and politic created under the Act.

Debt Service - means, for any specified Debt Service Accrual Period or other period with respect to specified series of Obligations, an amount equal to the sum of:

(i) the sum of (A) all interest that is due and payable (but unpaid) on the commencement of such Debt Service Accrual Period or other period, plus (B) interest accruing on such Obligations,

including as to Interim Obligations, and as to Variable Interest Rate Obligations, if any, the amount estimated by an Authorized Officer that will accrue during such Debt Service Accrual Period or other period, but excluding therefrom any interest that an Authorized Officer certifies to the Paying Agent will be paid from the proceeds of Bond Obligations or from Credit Agreements; and

(ii) the sum of (i) all Principal Installments that are due and payable (but unpaid) on the commencement of such Debt Service Accrual Period or other period, plus (ii) that portion of the next maturing Principal Installment on such Obligations which will accrue during such Debt Service Accrual Period or other period, other than a Principal Installment of or with respect to Interim Obligations and Credit Agreement Obligations that are to be paid either with the proceeds of Bond Obligations or with funds provided by a Credit Provider, and other than amounts scheduled to be paid by a counterparty to a Swap Agreement that is not in default. For the purpose of determining the amount of the next maturing Principal Installment that will accrue during a Debt Service Accrual Period or other period, DART and the Paying Agent shall assume that the Principal Installment accrues daily in equal amounts from the next preceding Principal Installment due date. If there is no preceding Principal Installment due date with respect to particular Obligations, the Principal Installments with respect to that series shall not begin to accrue until the later of (A) the date which is one year preceding the first Principal Installment due date of that series, or (B) the date of issuance of that series.

Debt Service requirements shall be calculated on the assumption that no Obligations that are Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installments or Sinking Fund Installments thereon when due, except as provided herein for Interim Obligations. Such Debt Service requirements shall not include termination fees or other similar charges with respect to Credit Agreement Obligations.

Debt Service Accrual Period - means the period commencing on, as applicable, the date of issuance or execution of any Obligation under this Resolution, or the most recent date on which the Trustee has transferred Gross Sales Tax Revenues from the Gross Sales Tax Revenue Fund in accordance with Section 5.3(a), whichever is later, and ending on, but excluding, the next date on which the Trustee is expected to transfer Gross Sales Tax Revenues to the Gross Sales Tax Revenue Fund, as such period is specified by the Trustee in its request to each Paying Agent as required by Section 5.3(c).

Event of Default - means the occurrence of any of the events or circumstances described as such in Section 7.1.

First Supplemental Debt Resolution - means the Supplemental Resolution bearing that name and adopted by the Board for the purpose of describing the detailed terms of and issuing the Senior Subordinate Lien Obligations authorized and permitted by Section 3.3(a).

Fiscal Year - means the twelve consecutive month period established from time to time by the Board as DART's fiscal year. Until changed by resolution of the Board, the Fiscal Year shall be the period commencing October 1 and ending on the following September 30.

Force Majeure - means any act of God or the public enemy; strike, lockout, work slowdown or stoppage or other labor dispute; insurrection, riot or other civil disturbance; order of the government of the United States or of any state thereof or order of any other civil or military authority; failure of a public utility; or other condition or event beyond the reasonable control of DART, other than a financial condition, business condition or condition or event constituting frustration of purpose.

General Operating Fund - means the fund by that name reestablished and confirmed in Section 5.1.

Gross Sales Tax Revenue Fund - means the special trust fund by that name reestablished and confirmed in Section 5.1.

Gross Sales Tax Revenues - means all of the revenues due or owing to, or collected or received by or on behalf of, DART, or by the Trustee pursuant to this Resolution, from or by reason of the levy of the Sales Tax, less any amounts due or owing to the Comptroller as charges for collection or retention by the Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retentions are authorized or required by law. Such term expressly does not include any Special Revenues.

Holder - means with respect to Bond Obligations, the registered owner of a Bond Obligation, according to the Obligation Register relating to such Bond Obligation and, with respect to each Credit Agreement Obligation, the related Credit Provider.

Initial Senior Lien Obligations - mean the Senior Lien Obligations that are described and authorized in Section 3.1(a), when issued.

Interest Payment Date(s) - means the date or dates on which interest on Obligations is payable (including, without limitation, a prepayment or redemption

date), as said date or dates are specified in a Supplemental Resolution or in Credit Agreements, as appropriate.

Interim Obligations - mean Obligations, including commercial paper, notes, and similar Obligations (i) for or with respect to which no Principal Installments are required to be made other than on the Stated Maturity Date thereof, which date shall be no later than five (5) years from the date of their delivery to their initial purchasers, and (ii) which are authorized by a Supplemental Resolution in which they are designated as “Interim Obligations” that DART intends to refund, reissue, or refinance in whole or in part prior to or on such Stated Maturity Date.

Investment Securities - mean any and all of the investments permitted by Applicable Law for the investment of the public funds of DART, provided that such investments are at the time made included in and authorized by the official investment policy of DART as approved by the Board from time to time and are not prohibited by a Supplemental Resolution.

Junior Subordinate Lien Debt Service Fund - means the special trust fund so designated and established in Section 5.1.

Junior Subordinate Lien Obligations - means (i) bonds, notes, or other forms of indebtedness and obligations of DART that are by their terms made payable from the Junior Subordinate Lien Debt Service Fund and are secured by a lien on and pledge of Pledged Revenues that is junior and subordinate to the liens on and pledges of Pledged Revenues created herein for the benefit of the Senior Lien Obligations and the Senior Subordinate Lien Obligations, and (ii) each Credit Agreement Obligation that is declared in a Supplemental Resolution to be a “Junior Subordinate Lien Obligation.”

Market Value - means the fair market value of Investment Securities calculated as set forth herein.

Maximum Interest Rate - means, with respect to particular Variable Interest Rate Obligations, a numerical or other statement of the rate of interest, which shall be set forth in the Supplemental Resolution, or in a Credit Agreement, authorizing such Obligations as appropriate, in each case as being the maximum rate of interest such Obligations may bear at a single time or over the period during which they are Outstanding or unpaid, but in no event exceeding the maximum amount or rate of interest permitted by Applicable Law.

Minimum Interest Rate - means, with respect to any particular Variable Interest Rate Obligations, a numerical rate of interest which may (but need not) be set forth in a Supplemental Resolution, or a Credit Agreement, as appropriate, authorizing such Obligations that shall be the minimum rate of interest such Obligations will at any time bear.

MSRB - means the Municipal Securities Rulemaking Board.

NRMSIR - means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule.

Obligation Register - means, as to each series of Bond Obligations, the register or registers maintained pursuant to Section 4.5.

Obligations - mean the Senior Lien Obligations and the Subordinate Lien Obligations.

Outstanding - when used with reference to Bond Obligations, means, as of any date, Bond Obligations theretofore or thereupon being authenticated and delivered under this Resolution or a Supplemental Resolution, except:

(i) Bond Obligations which have been fully paid at or prior to their maturity or on or prior to a redemption date;

(ii) Bond Obligations (or portions thereof) for the payment of which moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption, shall be held by a paying agent or a trustee in cash in trust and set aside for payment at maturity or redemption on a redemption date and for which notice of redemption has been given or provision has been made therefor;

(iii) Bond Obligations in lieu of or in substitution for which other Bond Obligations have been authenticated and delivered pursuant to this Resolution or a Supplemental Resolution; and

(iv) Bond Obligations for which payment has been provided by defeasance in accordance with Section 10.2.

When used with reference to Credit Agreement Obligations, the term “Outstanding” shall mean all principal amounts due and payable by DART under the applicable Credit Agreement Obligations until the later of the due or maturity date thereof, and the payment thereof in full, but only to the extent, and solely to the extent, that moneys (A) have been actually advanced or loaned to or for the account of DART (and have not been repaid) for the purpose of providing funds for the payment of the interest on or principal or Redemption Price of any Obligations on their maturity, due, or redemption date, or (B) have been paid (and have not been repaid) to or for the account of the Holder of an Obligation in order to honor such Holder’s right to tender Obligations for purchase prior to maturity in accordance with the terms and

provisions of the applicable Supplemental Resolution or Credit Agreement Obligation.

Outstanding Obligations - mean any Obligations while, when, to the extent, and for so long as any of the same are Outstanding.

Outstanding Resolutions - means this Resolution, the First Supplemental Debt Resolution, and all other Supplemental Resolutions when and as adopted by the Board.

Paying Agent - means any paying agent for a series or issue of Obligations and its successor or successors appointed pursuant to a Supplemental Resolution as described in Section 4.6 .

Person - means any individual, corporation, partnership (including a limited partnership), limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, or any other legal entity.

Pledged Revenues - means collectively (a) the Gross Sales Tax Revenues at the point where they are required to be first collected in accordance with the Act and other Applicable Law, and for so long as they are owed, but unpaid, to, or on behalf of, DART, (b) the Gross Sales Tax Revenues upon and after receipt by DART or by the Trustee under this Resolution and while they are required to be or are on deposit in the Gross Sales Tax Revenue Fund, (c) Investment Securities or other investments or earnings, if any, credited to the Gross Sales Tax Revenue Fund that are not required by the Code to be rebated to the United States of America and (d) any additional revenues or other moneys of DART which hereafter may be, by a Supplemental Resolution, expressly and specifically pledged to the payment of any or all of the Obligations.

Principal Installment - means any amounts, other than interest payments, including any Sinking Fund Installments, which are stated to be due or required to be made on or with respect to an Obligation, which, when made, would reduce the amount of such Obligation that remains Outstanding or would retire and pay the same in full.

Principal Payment Date(s) - means the date or dates upon which Principal Installments are due as specified in a Supplemental Resolution or in a Credit Agreement, as appropriate, to and including the Stated Maturity Date of such Obligations.

Project - means any addition, improvement, expansion or extension to the System to be financed with all or a portion of the proceeds of Obligations, as determined by the Board.

Rebate Fund - means any fund established by a Supplemental Resolution in connection with the issuance of any Bond Obligation that is a Tax-Exempt Obligation, to ensure compliance with the provisions of Section 148 of the Code, including, in particular, Section 148(f) of the Code. For purposes of the foregoing and of the Outstanding Resolutions, DART shall be permitted to rely on a firm of certified public accountants, Bond Counsel or other persons who specialize in the exemption from federal income taxation of interest payable on Tax-Exempt Obligations, and DART may include in Supplemental Resolutions covenants relating to Tax Exempt Obligations, to a Rebate Fund, and to the use and application of money on deposit in the funds created or confirmed herein or in the funds or accounts created in a Supplemental Resolution.

Redemption Price - means, with respect to any Bond Obligation, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the terms of such Obligation or its authorizing Supplemental Resolution.

Registrar - means any registrar that is appointed pursuant to Section 4.5 for Bond Obligations, which may include the Paying Agent for such Bond Obligations and its successors or assigns.

Required Percentage of Holders of Bond Obligations - means the Holders of:

- (i) 51% of the principal amount of all Outstanding Bond Obligations that are Senior Lien Obligations;
- (ii) 51% of the principal amount of all Outstanding Bond Obligations that are Senior Subordinate Lien Obligations; and
- (iii) 51% of the principal amount of all Outstanding Bond Obligations that are Junior Subordinate Lien Obligations.

Resolution - means this Resolution as it may from time to time be amended, modified or supplemented by Supplemental Resolutions or by amendment in accordance with Article IX.

Rule - means SEC Rule 15c2-12, as amended from time to time.

Sales Tax - means the one-percent (1%) local sales and use tax authorized by the Act and other Applicable Law and heretofore approved at an election and then levied on taxable items and transactions, and herein confirmed and levied, by DART within its boundaries, and hereafter required to be levied within any expanded areas included within DART pursuant to the Act, together with any increases in the rate thereof if provided and authorized by amendment to the Act, but subject to the requirements of the Voted Tax and Debt Limits.

SEC - means the Securities and Exchange Commission of the United States.

Senior Lien Debt Service Fund - means the special trust fund so designated and established in Section 5.1.

Senior Lien Obligations - means (i) the Initial Senior Lien Obligations, (ii) any Additional Senior Lien Obligations, and (iii) each Credit Agreement Obligation that is declared in this Resolution or in a Supplemental Resolution to be a “Senior Lien Obligation.”

Senior Subordinate Lien Debt Service Fund - means the special fund so designated and established in Section 5.1.

Senior Subordinate Lien Obligations - means (i) the Senior Subordinate Lien Obligations authorized and named in Section 3.3(a), (ii) any other bonds, notes, or other forms of indebtedness and obligations of DART that are, by their terms, made payable from the Senior Subordinate Lien Debt Service Fund and that are secured by a lien on and pledge of Pledged Revenues that are junior and subordinate to the lien on and pledge of Pledged Revenues created herein for the benefit of Senior Lien Obligations, but that are senior in right to the lien on and pledge of Pledged Revenues created herein for the benefit of Junior Subordinate Lien Obligations, and (iii) each Credit Agreement Obligation that is declared in this Resolution, or in a Supplemental Resolution to be a “Senior Subordinate Lien Obligation.”

SID - means any person designated by the State or an authorized department, officer, or agency thereof, as determined and approved by the SEC or its staff, to be a State information depository within the meaning of the Rule.

Sinking Fund Installment - means, with respect to any Bond Obligations, the portion of the Accrued Aggregate Debt Service required by a Supplemental Resolution to be deposited to the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, or the Junior Subordinate Lien Debt Service Fund in all events on a future date to be held on deposit or applied, in either case, for the mandatory redemption or retirement, in whole or in part, of any of such Bond Obligations having a stated maturity after said future date. Said future date is deemed to be the date when such Sinking Fund Installment is due and payable.

Special Revenue Bonds - mean bonds, notes or other obligations issued for lawful purposes that (i) are made payable from Special Revenues pursuant to the right to issue the same reserved in Section 3.6, and (ii) are not payable from or secured by any part or portion of the Pledged Revenues.

Special Revenues - mean any and all revenues of DART, other than the Sales Tax, including, but not limited to, all of (i) any taxes or special charges, other than the Sales Tax, that DART is authorized by Applicable Law to impose and collect for

its public purposes, (ii) fare-box revenues, rents, tolls, rates and charges imposed by DART for the use of any part or all of the System, as it exists from time to time, and (iii) the proceeds from grants for the purposes of the System made to DART by the State or by the United States of America.

Standard Assumptions - means the assumptions that are applicable to Interim Obligations and to Variable Interest Rate Obligations, as set forth and described in subsections (e) and (f), respectively, of Section 1.4.

State - means the State of Texas.

Stated Maturity Date - means the date on which an Obligation matures and the full amount owed thereon is in all events due and payable, as specified in a Supplemental Resolution or in a Credit Agreement, as appropriate.

Subordinate Lien Obligations - mean any and all Senior Subordinate Lien Obligations and any and all Junior Subordinate Lien Obligations.

Supplemental Resolution - means any resolution of the Board adopted concurrently with or subsequent to the adoption of this Resolution that supplements this Resolution for (i) the purpose of authorizing and providing the terms and provisions of Obligations, or (ii) any of the other purposes permitted by Article IX.

Swap Agreement - means a Credit Agreement with respect to a series of Bond Obligations pursuant to which DART agrees to pay to a qualified counterparty an amount of money in exchange for the counterparty's promise to pay an amount equal to all or a portion of the actual amount of interest due and payable on such series according to its terms as it becomes due. For the purposes of this definition, a counterparty is not qualified unless it holds a current rating for claims-paying ability by a least two nationally recognized rating agencies at least equal to the rating of each such rating agency assigned to the Initial Senior Lien Obligations without reference to any Credit Agreement.

System - means the public transportation system of DART, including complementary transportation services, and all of the properties and assets of DART that are defined in and permitted by the Act, whether owned or operated by DART directly or provided for or on behalf of DART by others pursuant to contracts executed for such purposes as provided in the Act.

System Expansion and Acquisition Fund - means the fund so designated and established in Section 5.1.

Tax-Exempt Obligation - means any Bond Obligation the interest on which is excludable from the gross income of the Holder for federal income tax purposes under Section 103 of the Code.

Trustee - means Bank One, NA, formerly known as Bank One, Texas, N. A., as the trustee under this Resolution, and any successor to or replacement of such trustee appointed in accordance with this Resolution.

Variable Interest Rate - means a variable or adjustable interest rate that varies from time to time based on a formula or reference to specified financial indicators, or by negotiation, auction, or revisions through another method from time to time and to be borne by all or a part of any Obligations, all as specified in a Supplemental Resolution or Credit Agreement, as applicable.

Variable Interest Rate Obligations - mean Obligations which bear a Variable Interest Rate.

Voted Tax and Debt Limits - means the limitations on (i) the maximum rate of the Sales Tax that DART may levy and collect, and (ii) the maximum amount of indebtedness that DART may incur that have maturities longer than five (5) years, in either case without further elections in conformity with Section 9 of the Election Order as summarized in the preambles to this Resolution.

Section 1.3. **Findings.** (a) The declarations, determinations and findings declared, made and found in the preambles to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

(b) The Board further finds and declares that the meeting at which this Resolution is considered is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by the Act.

Section 1.4. **Interpretation.** (a) In this Resolution, unless the context otherwise requires:

(i) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Resolution.

(ii) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Resolution, refer to this Resolution, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Resolution;

(iii) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number means and include the plural number and vice versa;

(iv) Words importing persons shall include natural persons, any corporation, partnership (including a limited partnership), limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or

government or any agency or political subdivision thereof, and any other legal entity;
and

(v) Any headings preceding the texts of the several Articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

(b) Whenever DART is named or referred to, it shall be deemed to include its permitted successors and assigns. All of the covenants, stipulations, obligations and agreements by or on behalf of DART contained in this Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agency, instrumentality or officer to whom or to which there shall be transferred by or in accordance with the Act any right, power or duty of DART, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

(c) Nothing in this Resolution is intended or shall be construed to confer upon, or to give to, any person, other than DART, the Trustee, the Holders, the Credit Providers, and any Bondholder Representative any right, remedy or claim under or by reason of this Resolution or any covenant or provision hereof.

(d) If any one or more of the covenants, provisions or agreements contained herein should be contrary to 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 or agreements contained in this Resolution.

(e) Wherever in this Resolution a calculation of Debt Service with respect to Interim Obligations is required by application of the Standard Assumptions, the Debt Service shall be computed assuming (A) that the Outstanding principal amount of the series of Interim Obligations are bonds secured by a lien on Pledged Revenues on parity with the Interim Obligations which will amortize over a period not to exceed twenty-five (25) years following the date of initial issuance of such Interim Obligations in such manner as will cause the maximum Debt Service requirement applicable to such series in any twelve (12) month period not to exceed 110% of the minimum Debt Service requirements applicable to such series for any other twelve (12) month period, and (B) that such series of bonds will bear interest at a fixed interest rate reasonably estimated by the Board's financial advisor to be the interest rate such series of bonds would bear if issued on such terms on the date of such estimate.

(f) Wherever in this Resolution a calculation of Debt Service with respect to each series of Variable Interest Rate Obligations that are not Interim Obligations is required by application of the Standard Assumptions, the Debt Service shall be computed by assuming that such Obligations will bear interest at the highest of (i) the actual rate on the date of calculation, or, if such Obligations are not yet Outstanding, the initial rate, if established and binding, (ii) if the Obligations have been Outstanding for at least twelve months, the average rate over the twelve months immediately

preceding the date of calculation, or (iii) (A) if the Obligations are Tax Exempt Obligations, the most recently published “Revenue Bond Index,” published by the financial news publication presently known as The Bond Buyer, or by a comparable index if no longer published, plus fifty basis points, or (B) if the Obligations are not Tax Exempt Obligations, the interest rate on direct obligations of the United States with comparable maturities, plus fifty basis points or (c) if the Obligations are Credit Agreement Obligations, such rate as is specified in the Supplemental Resolution creating such Credit Agreement Obligations.

(g) Each Supplemental Resolution shall include a cumulative analysis of the amount of Obligations then being issued, if any, that must be applied in reduction of the remaining amount of indebtedness having maturities longer than five (5) years that will be available for issuance by DART thereafter in accordance with the Voted Tax and Debt Limits.

ARTICLE II PURPOSES, PLEDGE AND SECURITY

Section 2.1. Purposes of Resolution, Contract with Holders. (a) The purposes of this Resolution are (i) to establish a lien and the security for the Obligations, (ii) to prescribe the minimum standards for the issuance, execution, and delivery of the Initial Senior Lien Obligations and, from time to time, Additional Senior Lien Obligations, (iii) to authorize the issuance of an initial series of Senior Subordinate Lien Obligations, (iv) to permit the issuance of other Subordinate Lien Obligations, (v) to reserve the right to issue and to authorize the issuance of Special Revenue Bonds, and (vi) to prescribe other matters and the general rights of the Holders, DART, the Credit Providers, any Bondholder Representative, and the Trustee in relation to such obligations.

(b) In consideration of the purchase and/or acceptance of any or all of the Obligations, and in consideration of the execution of Credit Agreements by Credit Providers, the provisions of this Resolution shall be and constitute a contract of DART to and with the Holders and the Trustee.

Section 2.2. Confirmation and Levy of Sales Tax. (a) The Board hereby confirms the prior levy of the Sales Tax at the rate voted at the election at which DART was first confirmed and created, and hereby continues and confirms its prior orders to impose and collect the Sales Tax upon all sales, uses and transactions as were permitted by and described in the Act on the date of DART’s confirmation throughout its boundaries as such boundaries existed on the date of DART’s confirmation and as they may be expanded from time to time.

(b) For so long as any Obligations are Outstanding or unpaid, or any Administrative Expenses are due, payable, and unpaid, DART covenants and agrees that (i) the Sales Tax at said rate, or at a higher rate if permitted by Applicable Law and subject to any applicable requirements for an election under the Voted Tax and Debt Limits, will be levied and collected continuously, in the manner and to the maximum extent permitted by Applicable Law; and (ii) the Board will not order any reduction in the rate of tax below the rate stated, confirmed and ordered in subsection (a) of this Section.

(c) If DART shall be hereafter authorized by Applicable Law at its option to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, DART, to the extent it legally may do so, hereby covenants and agrees to take such action as may be required by Applicable Law to subject such taxable items or transactions to the Sales Tax. Further, DART shall not restrict or permit the restriction (unless required by Applicable Law) of the application of the Sales Tax to fewer items or transactions than the Sales Tax is applicable to on the date hereof. It is provided, however, that DART shall not be required to exercise any “opt-out” or similar rights and thereby to impose the Sales Tax during temporary periods established by law pursuant to which state and local sales and use taxes are generally exempted on selected items in order to provide financial accommodations to the public in preparation for the annual commencement of public-school years and similar purposes unless the failure to collect the Sales Tax during such period would cause an Event of Default to occur under paragraphs (i) or (ii) of Section 7.1.

(d) DART agrees to take and pursue all action permissible under Applicable Law to cause the Sales Tax to be collected and remitted as herein required at the earliest and most frequent times permitted by Applicable Law.

Section 2.3. Pledge and Security for Obligations. (a) DART irrevocably pledges the Pledged Revenues in the following order and priority:

(i) first, (A) to the payment of the principal and any Redemption Price of, and the interest and any premiums on, all Senior Lien Obligations which are or may be Outstanding from time to time, (B) to the establishment and maintenance of any reserve funds or accounts which are ordered to be created with respect to Senior Lien Obligations by a Supplemental Resolution, and (C) to the payment of all Administrative Expenses with respect to Senior Lien Obligations, in each case without distinction as to priority and rights as among each other;

(ii) second, subject at all times to the senior rights of the Holders of Senior Lien Obligations and to the payment of Administrative Expenses with respect to Senior Lien Obligations, (A) to the payment of the principal and any Redemption Price of, and the interest and any premiums on, all Senior Subordinate Lien Obligations which are or may be Outstanding from time to time, (B) to the establishment and maintenance of any reserve funds or accounts which are ordered to be created with respect to Senior Subordinate Lien Obligations by a Supplemental Resolution, and (C) to the payment of all Administrative Expenses with respect to Senior Subordinate Lien Obligations, in each case without distinction as to priority and rights as among each other; and

(iii) third, subject at all times to the senior rights of the Holders of Senior Lien Obligations and to the payment of Administrative Expenses with respect to Senior Lien Obligations and the senior rights of the Holders of Senior Subordinate Lien Obligations and to the payment of Administrative Expenses with respect to Senior Subordinate Lien Obligations, (A) to the payment of the principal and any

Redemption Price of, and the interest and any premiums on, all Junior Subordinate Lien Obligations which are or may be Outstanding from time to time, (B) to the establishment and maintenance of any reserve funds or accounts which are ordered to be created with respect to Junior Subordinate Lien Obligations by a Supplemental Resolution, and (C) to the payment of all Administrative Expenses with respect to Junior Subordinate Lien Obligations, in each case without distinction as to priority and rights as among each other.

(b) DART irrevocably and specifically pledges (i) the Senior Lien Debt Service Fund and all moneys and investments actually on deposit in the Senior Lien Debt Service Fund to the payment of the Senior Lien Obligations and Administrative Expenses with respect to Senior Lien Obligations, (ii) the Senior Subordinate Lien Debt Service Fund and all moneys and investments actually on deposit in the Senior Subordinate Lien Debt Service Fund to the payment of Senior Subordinate Lien Obligations and to Administrative Expenses with respect to Senior Subordinate Lien Obligations, and (iii) the Junior Subordinate Lien Debt Service Fund and all moneys and investments actually on deposit in the Junior Subordinate Lien Debt Service Fund to the payment of Junior Subordinate Lien Obligations and to Administrative Expenses with respect to Junior Subordinate Lien Obligations.

(c) All Obligations and all Administrative Expenses shall constitute special obligations of DART, and, unless otherwise provided in a Supplemental Resolution, the same are secured solely by, a pledge of and a lien on (i) the Pledged Revenues, in the order and priority described in subsection (a) of this Section, and (ii) by the pledge of and lien on the money on deposit in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund and the Junior Subordinate Lien Debt Service Fund, respectively, for the benefit of the Senior Lien Obligations, the Senior Subordinate Lien Obligations, and the Junior Subordinate Lien Obligations as described in subsection (b) of this Section, that is exclusive and that is senior and superior to the rights of all other creditors of DART.

(d) The Obligations and the Administrative Expenses shall not constitute a debt or obligation of the State, or of any city, town or county having appointment or other powers with respect to DART, and the Holders or other payees of Obligations and Administrative Expenses shall never have the right to demand payment out of any funds raised or to be raised by any system of ad valorem taxation or, unless otherwise provided in a Supplemental Resolution, from any other funds or revenues of DART other than the Pledged Revenues.

Section 2.4. Collection of Pledged Revenues, Assignment to Trustee. (a) For the purpose of further supporting the pledges and liens herein created, DART hereby TRANSFERS, SETS OVER and ASSIGNS to the Trustee all of the Pledged Revenues, in trust, for the benefit, protection, and security of the Persons identified in Section 2.3(a), and in the order of priority specified in Section 2.3, and for application in accordance with this Resolution.

(b) In order to facilitate the transfer made in subsection (a) of this Section, DART hereby irrevocably appoints the Trustee as its lawful agent and attorney-in-fact for the purpose of (i) performing those duties of its treasurer which consist of collecting and receiving the Gross Sales Tax

Revenues from the Comptroller pursuant to the Act and other Applicable Law, and (ii) taking such steps as may be necessary, if any, to perfect and maintain the liens granted hereunder.

(c) The power of attorney herein conferred and the agency herein created is granted for valuable consideration, is part of the security for the payment of the Obligations and Administrative Expenses, and is irrevocable for so long as all or any part of the Obligations remain unpaid, or all or any part of the Administrative Expenses are due, payable, and unpaid. In addition, it is intended that the power of attorney herein conferred be coupled with an interest.

(d) DART shall, by appropriate notice, direction, request or other legal method, cause the Comptroller to pay all Gross Sales Tax Revenues directly to the Trustee for the account of the Gross Sales Tax Revenue Fund. If the Comptroller shall refuse or shall not be legally obligated to make transfers in accordance with such notice, direction or request, then DART shall itself cause the Gross Sales Tax Revenues to be transferred to the Trustee in their entirety immediately upon receipt thereof by DART or by others for its account wherever located. All Gross Sales Tax Revenues received by the Trustee shall be deposited in the Gross Sales Tax Revenue Fund and applied in accordance with this Resolution.

(e) A specific series of Bond Obligations or any part or portion thereof may be additionally made payable from or secured by Credit Agreements, and any Supplemental Resolution may provide that the security provided thereby shall not extend to any other series of Obligations.

Section 2.5. Security Agreement, Filings. (a) An executed copy of this Resolution, delivered to and accepted by the Trustee, shall constitute a security agreement pursuant to and for all purposes of Applicable Law, with the Trustee as the secured party. The grants, assignments, liens, pledges and security interests of the Trustee created herein shall become effective immediately upon and from the time of payment for and delivery of either of the Initial Senior Lien Obligations or the Senior Subordinate Lien Obligations authorized and named in Section 3.3(a), and the same shall be continuously effective for so long as any Obligations are Outstanding or unpaid or any part of the Administrative Expenses are due, payable, and unpaid.

(b) Such grants, assignments, liens, pledges and security interests shall be fully effective as to Pledged Revenues on hand and hereafter received, and all Pledged Revenues shall be subject thereto whether or not they are actually and physically delivered to or received by the Trustee as required by this Resolution.

(c) A fully executed copy of this Resolution, of each Supplemental Resolution, of each Credit Agreement, and their authorizing proceedings, 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) of this Section in order to preserve and protect the priority of the grants, assignments, liens, pledges, and security interests of the Trustee created herein as to all Obligations and as to all Administrative Expenses, then DART shall diligently and regularly make such filings to the extent required by law to accomplish such result, failing which the Trustee is fully authorized to prepare and make such filings at DART's expense. The Trustee may require DART to supply to it an opinion of DART's counsel, upon which the Trustee may conclusively rely, with respect to whether such filings are required.

Section 2.6. Further Action. The President of DART, and his designees, as Authorized Officers, are hereby authorized, empowered and directed to execute such documents and to take such actions as they deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the agreements authorized by this Resolution.

ARTICLE III PERMITTED DART INDEBTEDNESS

Section 3.1. Initial Senior Lien Obligations. (a) Subject to compliance with the Voted Tax and Debt Limits and the requirements of subsection (b) of this Section and Section 3.7, DART shall have the right at any time to issue and deliver one or more series of its Bond Obligations as Initial Senior Lien Obligations, to be issued under and secured by this Resolution, to be entitled substantially "Dallas Area Rapid Transit Senior Lien Sales Tax Revenue Bonds, Series 2001," or as otherwise entitled by DART, and to be issued in the maximum principal amount of Five Hundred Million Dollars (\$500,000,000), for any purpose permitted by Applicable Law.

(b) DART may increase the maximum amount of any or all of the Initial Senior Lien Obligations upon compliance as to the amount of any such increase with the additional requirements of Section 3.2(b).

Section 3.2. Additional Senior Lien Obligations. (a) Subject to compliance with the Voted Tax and Debt Limits, the requirements of subsection (b) and Section 3.7 below, and the provisions of any Supplemental Resolutions imposing any additional restrictions thereon, DART shall have the right at any time to issue and deliver one or more series of its Bond Obligations as Additional Senior Lien Obligations, to be issued under and secured by this Resolution, for any purpose permitted by Applicable Law, in such amounts as DART deems appropriate.

(b) No Additional Senior Lien Obligations shall be issued or authenticated under this Resolution unless and until the Trustee shall have received the following:

(i) A certificate, dated as of the date of delivery of the Additional Senior Lien Obligations, executed by an Authorized Officer, certifying, in effect, that:

(A) All conditions precedent to the issuance of the Additional Senior Lien Obligations have been satisfied which are provided for in this Resolution, in each Supplemental Resolution, and in each Credit Agreement, the provisions of which relate to or restrict the issuance of Additional Senior Lien Obligations; and

(B) No Event of Default has occurred and is then continuing under this Resolution or under any Supplemental Resolution that will not be cured by the issuance of the Additional Senior Lien Obligations; and

(ii) A written order, executed by an Authorized Officer, directing that the Additional Senior Lien Obligations shall be authenticated if the same are required to be authenticated under the terms of the Supplemental Resolution;

(iii) A Certificate executed by an Authorized Officer certifying that DART has received at least one of the following (which must be attached to the Certificate):

(A) A written report by an independent professional economist broadly experienced in economic forecasting in the North Texas region or an independent certified public accountant or accounting firm setting forth projections of Gross Sales Tax Revenues and the report indicates that the estimated Gross Sales Tax Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Debt Service is due on or with respect to the Additional Senior Lien Obligations proposed to be issued are equal to at least 200% of the Debt Service that will be due and owing and scheduled to be paid on or with respect to Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) during each of such three (3) consecutive Fiscal Years, after taking into consideration any additional Debt Service to be paid during such period on or with respect to the Additional Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations during such period) then proposed to be issued and any reduction in Debt Service that may result from the issuance thereof, and after applying the Standard Assumptions with respect to such Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations (but only with respect to the Obligations described in this subparagraph (iii)(A)); or

(B) A certificate, executed by the Chief Financial Officer of DART, showing that for either DART's most recent complete Fiscal Year, or for any consecutive twelve (12) out of the most recent eighteen (18) months, the Gross Sales Tax Revenues were equal to at least to 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 then current or any future Fiscal Year, including the maximum Debt Service during any future Fiscal Year required to be paid on the Additional Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) then proposed to be issued, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations (but only with respect to the Obligations described in this subparagraph (iii)(B)).

It is provided, however, that the Certificate required by this paragraph (iii) shall not be required in connection with the issuance, authentication, and delivery of Interim Obligations. However, such Certificate shall be required in connection with the issuance of Additional Senior Lien Obligations for the purpose of refunding or refinancing Interim Obligations that are not themselves issued as Interim Obligations; and

(iv) A Certificate executed by DART's Chief Financial Officer, certifying that the estimated Gross Sales Tax Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Debt Service is due on or with respect to the Additional Senior Lien Obligations proposed to be issued are equal to at least (A) 100% of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to Senior Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations), plus (B) 100% (or such higher percentage as shall be required by a Supplemental Resolution) of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to all Outstanding Subordinate Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations) in each case during each of such three (3) consecutive Fiscal Years, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations (but only with respect to the Obligations described in this subparagraph (iv)).

Section 3.3. Senior Subordinate Lien Obligations. (a) Subject to compliance with Section 3.7 and with the First Supplemental Debt Resolution, DART shall have the right at any time to issue and deliver one or more series of its Bond Obligations in the form of commercial paper notes as Senior Subordinate Lien Obligations, to be issued under and secured by this Resolution, to be entitled substantially "Dallas Area Rapid Transit Senior Subordinate Lien Sales Tax Revenue Commercial Paper Notes, Series 2001," and to be issued in the maximum principal amount of Six Hundred and Fifty Million Dollars (\$650,000,000), for the purposes of (i) refunding and retiring all outstanding indebtedness of DART, (ii) paying Costs of Acquisition and Construction related to the System, and (iii) other purposes permitted by Applicable Law.

(b) The Senior Subordinate Lien Obligations authorized by subsection (a) of this Section may be issued without complying with the requirements of subsection (c) of this Section.

(c) In addition to the Senior Subordinate Lien Obligations authorized by subsection (a) of this Section, but subject to compliance with the Voted Tax and Debt Limits and the requirements of this subsection (c) and Section 3.7, DART shall have the right at any time to issue and deliver one or more series of its Bond Obligations as Senior Subordinate Lien Obligations to be issued by and secured under this Resolution, for any purpose permitted by Applicable Law, in such amounts as DART deems appropriate. As a precondition to the issuance of such other Senior Subordinate Lien Obligations, DART shall provide to the Trustee:

(i) A Certificate executed by DART's Chief Financial Officer, certifying that the estimated Gross Sales Tax Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Debt Service is due on or with respect to the proposed Senior Subordinate Lien Obligations are to be issued, plus the amount of the Special Revenues, if any, as projected by the Chief Financial Officer to be received during such years, that are actually pledged as additional security for the Senior Subordinate Lien Obligations, are equal to at least (A) 100% (or such higher percentage as shall be required by a Supplemental Resolution) of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to Senior Subordinate Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations), plus (B) 100% of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to all Outstanding Senior Lien Obligations and Junior Subordinate Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations), in each case during each of such three (3) consecutive Fiscal Years, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations (but only with respect to the Obligations described in this subparagraph (c)(i)); and

(ii) a certificate of an Authorized Officer certifying that DART has complied with such other and additional standards, financial tests, and other preconditions to the issuance of Bond Obligations as Senior Subordinate Lien Obligations as may be contained in a Supplemental Resolution or Credit Agreement.

Section 3.4. Junior Subordinate Lien Obligations. Subject to compliance with the Voted Tax and Debt Limits and the requirements of this Section and Section 3.7, DART shall have the right at any time to issue and deliver one or more series of its Bond Obligations as Junior Subordinate Lien Obligations, to be issued under and secured by this Resolution, to be entitled substantially "Dallas Area Rapid Transit Junior Subordinate Lien Sales Tax Revenue (Bonds, Notes, or other identified Securities)," or as otherwise entitled by DART, for any purposes permitted by Applicable Law, in such amounts as DART deems appropriate. As a precondition to the issuance of Junior Subordinate Lien Obligations, DART shall provide to the Trustee:

(i) A Certificate executed by DART's Chief Financial Officer, certifying that the estimated Gross Sales Tax Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Debt Service is due on or with respect to the proposed Junior Subordinate Lien Obligations are to be issued, plus the amount of the Special Revenues, if any, as projected by the Chief Financial Officer

to be received during such years, that are actually pledged as additional security for the Junior Subordinate Lien Obligations, are equal to at least (A) 100% (or such higher percentage as shall be required by a Supplemental Resolution) of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to Junior Subordinate Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations), plus (B) 100% of the Debt Service that will be due, owing, and scheduled to be paid on or with respect to all Outstanding Senior Lien Obligations and Senior Subordinate Lien Obligations (exclusive of amounts payable on Credit Agreement Obligations), in each case during each of such three (3) consecutive Fiscal Years, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations (but only with respect to the Obligations described in this subparagraph (i)); and

(ii) a certificate of an Authorized Officer certifying that DART has complied with such other and additional standards, financial tests, and other preconditions to the issuance of bonds, notes or other securities as Junior Subordinate Lien Obligations as may be contained in a Supplemental Resolution or a Credit Agreement.

Section 3.5. Credit Agreement Obligations. DART shall have the right to enter into and execute from time to time one or more Credit Agreements that create Credit Agreement Obligations that are secured by and payable from liens on a parity with the pledge and lien securing a series or issue of other Obligations. Each Credit Agreement Obligation shall be authorized by a Supplemental Resolution and shall be executed and delivered as provided in a Supplemental Resolution or in the related Credit Agreement. Such agreements may be upon such terms and contain such provisions as the Board deems appropriate, which may include rights and remedies additional to the rights and remedies granted and contained in this Resolution (which additional rights and remedies may be enforced apart from this Resolution), which are not inconsistent with the other terms of this Resolution, Applicable Law, a Supplemental Resolution, or any Credit Agreement in effect at the time such Credit Agreement is entered into. Credit Agreement Obligations may bear interest at fixed rates or may bear Variable Interest Rates.

Section 3.6. Special Revenue Bonds and Special Revenues. (a) DART reserves the right to issue Special Revenue Bonds for any purpose permitted by Applicable Law, and to enter into related credit support agreements having such terms as are permitted by Applicable Law, without observing or complying with the requirements of this Resolution regarding the issuance of any Obligations.

(b) Special Revenue Bonds may be otherwise authorized, and their terms prescribed, in such resolutions, indentures, or other proceedings as shall be determined by DART.

(c) DART reserves the right to pledge Special Revenues as additional security for the payment of Subordinate Lien Obligations.

Section 3.7. General Terms and Conditions of Obligations. (a) All Obligations issued under this Resolution shall be authorized and identified in a Supplemental Resolution. Any Supplemental Resolution relating to Bond Obligations shall specify the manner of sale, the use of proceeds, the form and denomination and such other details, terms, conditions and provisions of such Bond Obligations (including whether such Bond Obligations are Tax-Exempt Obligations), as the Board deems appropriate and as do not conflict with this Resolution, an earlier Supplemental Resolution, Applicable Law or a Credit Agreement then in effect. Bond Obligations may be sold for cash or issued for such other consideration as may be permitted by Applicable Law.

(b) Supplemental Resolutions may further restrict the time, the manner and the requirements in or under which Bond Obligations may be issued, created, or executed under this Resolution.

Section 3.8. Other Encumbrances Prohibited. Except for the pledge of the Pledged Revenues to the payment of and as security for the Obligations and Administrative Expenses in the order of priority established in Article II, the Pledged Revenues shall not be pledged or encumbered to or for the payment of any other obligation or liability of DART.

ARTICLE IV

TERMS, PROVISIONS AND AUTHENTICATION OF BOND OBLIGATIONS

Section 4.1. Form and Denominations. Subject to the provisions of this Resolution and any applicable Supplemental Resolution and related Credit Agreements, Bond Obligations may be issued in any form and manner permitted by Applicable Law. The form and terms of such Bond Obligations shall be substantially set forth in the Supplemental Resolution authorizing the same.

Section 4.2. Title, Legends. Each Bond Obligation shall be entitled as directed by the Board and may, in addition, contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Resolution or any Supplemental Resolution as may be necessary or desirable to comply with Applicable Law or custom or otherwise as may be determined by the Board prior to the delivery thereof. All Bond Obligations of a series or issue shall bear such further designation or designations, added to or incorporated in their title, as may be necessary to distinguish them from the Bond Obligations of every other series or issue. Bond Obligations shall be lettered or otherwise differentiated so as to distinguish each series.

Section 4.3. Medium of Payment. The principal and any Redemption Price of, and the interest on, the Bond Obligations shall be payable in any coin or currency of the United States of America which, on the respective dates of payment, is legal tender for the payment of public and private debts.

Section 4.4. Bond Obligation Details. (a) Subject to the provisions hereof, Bond Obligations shall be dated, shall mature and be payable in such years and amounts, shall bear a fixed interest at such rate or rates per annum, or shall bear a Variable Interest Rate, shall be subject to redemption on such terms and conditions and shall be payable as to principal, interest and

Redemption Price at such place or places as shall be specified in the Supplemental Resolution authorizing their issuance.

(b) The method of computing a Variable Interest Rate shall be specified in the Supplemental Resolution authorizing a series of Variable Interest Rate Obligations and shall be calculated and determined in any manner permitted by Applicable Law. The method may include periods during which a rate may be fixed and be subject to change from time to time; provided, however, such Variable Interest Rate shall be subject to a Maximum Interest Rate and may be subject to a Minimum Interest Rate. An initial rate may be specified. The Supplemental Resolution may contain such other details as may be permitted by Applicable Law.

Section 4.5. Obligation Registrars and Registers. (a) Each Supplemental Resolution authorizing a series of Bond Obligations shall designate a registrar (the “Registrar”) for the purpose of keeping and maintaining books of registration (the “Obligation Register”) in which the names of the owners of the Bond Obligations of the series authorized by the Supplemental Resolution shall be registered and recorded. The Trustee, the Paying Agent or any other person may be appointed as Registrar for any one or more series of Bond Obligations.

(b) The terms, provisions and conditions of registration, together with the manner and methods of recording transfers and replacing mutilated, lost or stolen Bond Obligations, as to each series, shall be set forth in the authorizing Supplemental Resolution.

Section 4.6. Paying Agents. (a) Each Supplemental Resolution authorizing a series or issue of Obligations shall designate a paying agent (the “Paying Agent”) for that series or issue. The Paying Agent may be the Trustee and/or a Registrar. The duties of each Paying Agent are as described in this Resolution and as further described in the applicable Supplemental Resolution and in any separate contracts and agreements approved by the Board.

(b) DART, the Trustee, each Paying Agent and each Registrar may deem and treat the person in whose name any Bond Obligation shall be registered as the absolute owner of such Obligation, whether such Bond Obligation shall be overdue or not, for the purpose of receiving payment of or on account of, the principal and Redemption Price, if any, of, and, in the case of any fully registered Bond Obligation, interest on, such Bond Obligation and for all other purposes, and all payments made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such obligation to the extent of the sum or sums so paid, and neither DART, the Trustee, any Paying Agent nor any Registrar shall be affected by a notice to the contrary.

Section 4.7. Application of Proceeds of Bond Obligations. The proceeds derived from the sale and delivery of each series of Bond Obligations shall be deposited as and to the extent directed in an applicable Supplemental Resolution.

Section 4.8. Execution and Authentication of Bond Obligations. (a) Each Bond Obligation shall be executed in the name of DART by the manual or facsimile signature of any one or more Authorized Officers and DART’s official seal shall be affixed, imprinted, engraved or otherwise

reproduced thereon and attested by the manual or facsimile signature of the Secretary or other Authorized Officer of DART.

(b) In case any officer who shall have signed, sealed or attested any of the Bond Obligations shall cease to be such officer before the Bond Obligations so signed, sealed or attested shall have been authenticated and delivered, such Bond Obligations may nevertheless be authenticated and delivered as if the person who so signed, sealed or attested such Bond Obligations had not ceased to be such officer. Any Bond Obligation may be signed, sealed or attested on behalf of DART by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond Obligation such person may not have held such office.

(c) The manner and method of authenticating the Bond Obligations of each series shall be set forth in each authorizing Supplemental Resolution. Authentication may be a certificate of registration executed by a Paying Agent, a Registrar, or the Trustee.

Section 4.9. Bond Obligations in Book Entry Form. DART reserves the right to authorize a system of ownership registration in total or partial book-entry form for any series of Bond Obligations to the extent so provided in a Supplemental Resolution. The rights and duties of DART and the Holders of Bond Obligations which are subject to such system of registration of ownership shall be provided in the applicable Supplemental Resolution.

ARTICLE V SPECIAL FUNDS, USES OF MONEYS

Section 5.1. Creation of Funds and Accounts. (a) DART hereby establishes and creates the following funds and, within such funds, the following accounts:

- (i) System Expansion and Acquisition Fund
- (ii) Senior Lien Debt Service Fund
 - (A) Interest Account
 - (B) Principal Installment Account
- (iii) Senior Subordinate Lien Debt Service Fund
 - (A) Interest Account
 - (B) Principal Installment Account
- (iv) Junior Subordinate Lien Debt Service Fund
 - (A) Interest Account

(B) Principal Installment Account

(b) DART hereby reestablishes and reconfirms the following funds and accounts:

(i) Gross Sales Tax Revenue Fund (formerly known as the “Sales Tax Revenue Fund”)

(ii) General Operating Fund

(c) The Gross Sales Tax Revenue Fund is hereby confirmed as a special trust fund, and it shall at all times be held by the Trustee for the benefit of the Holders of the Obligations and the payees of Administrative Expenses. The Senior Lien Debt Service Fund and the accounts therein, the Senior Subordinate Lien Debt Service Fund and the accounts therein, and the Junior Subordinate Lien Debt Service Fund and the accounts therein are hereby created as special trust funds and special trust accounts, and they shall at all times be held by the Trustee for the benefit of the Holders of Obligations and payees of Administrative Expenses in accordance with the provisions of Section 2.3(b).

(d) The System Expansion and Acquisition Fund, the General Operating Fund, and all other funds or accounts of DART not expressly required by this Resolution or by a Supplemental Resolution to be held by the Trustee or otherwise to be held in trust hereunder or thereunder, may be held, at the discretion of the Board, in any bank or lawful depository of DART’s funds, and said funds and accounts which are not held by the Trustee and all moneys on deposit therein, including the Available Remaining Revenues, shall at all times be free of any lien, pledge or trust created by this Resolution.

(e) Any other funds or moneys required to be created or held under the terms of any Supplemental Resolution shall be held at the place or places specified in such Supplemental Resolution.

(f) All funds required to be held by the Trustee and the books and records of account with respect thereto shall be kept and maintained in such manner as will record on a regular basis all deposits therein and the source thereof, withdrawals therefrom and the purpose therefor, and the earnings realized with respect thereto.

Section 5.2. System Expansion and Acquisition Fund. (a) DART shall deposit in the System Expansion and Acquisition Fund any and all amounts required to be deposited therein by the provisions of any Supplemental Resolution. The net income, interest or gain received and collected from investments in the System Expansion and Acquisition Fund shall be retained in said Fund.

(b) Money on deposit in the System Expansion and Acquisition Fund shall be used solely for the purpose of paying the Costs of Acquisition and Construction, except in the event of a default in payment of Obligations. In such event, the Board may, but shall not be required to, use moneys on deposit in the System Expansion and Acquisition Fund for the purpose of curing any such default.

(c) Upon payment of all of the Costs of Acquisition and Construction for which a series of Bond Obligations was issued, any proceeds of such series remaining in the System Expansion and Acquisition Fund may, at the discretion of DART be used to redeem the Bond Obligations from which such excess funds were derived in advance of maturity or used to pay other Costs of Acquisition and Construction.

Section 5.3. Gross Sales Tax Revenue Fund. (a) All Gross Sales Tax Revenues, immediately upon receipt by the Trustee, shall be deposited and credited to the Gross Sales Tax Revenue Fund. No moneys shall be deposited into the Gross Sales Tax Revenue Fund other than Gross Sales Tax Revenues and any investments thereof. On each day on which the Trustee receives Gross Sales Tax Revenues, the Trustee shall transfer and deposit all amounts on deposit in the Gross Sales Tax Revenue Fund to the following funds and accounts and in the following order of priority:

(i) First, to the Senior Lien Debt Service Fund, an amount equal to the Accrued Aggregate Debt Service for all Outstanding Senior Lien Obligations for the Debt Service Accrual Period that begins on the date of such deposit, less any amounts required to be credited against the amounts so transferred pursuant to Section 5.3(d). The amounts thus deposited are to be allocated and credited to the following accounts within said Fund, as follows:

(A) to the Interest Account of the Senior Lien Debt Service Fund, an amount equal to the Accrued Aggregate Interest for all Outstanding Senior Lien Obligations for such Debt Service Accrual Period; and

(B) to the Principal Installment Account of the Senior Lien Debt Service Fund, an amount equal to the Accrued Aggregate Principal for all Outstanding Senior Lien Obligations for such Debt Service Accrual Period.

(ii) Second, to any reserve fund or account required by any Supplemental Resolution authorizing Senior Lien Obligations issued as Bond Obligations, the amounts required by such Supplemental Resolution to be deposited therein.

(iii) Third, to the payees of Administrative Expenses relating to Senior Lien Obligations, such amounts as such payees shall have certified to the Trustee (with copies to DART) not less than five Business Days before the day of such transfer as being the amounts that are then due and payable, but unpaid, as such Administrative Expenses, subject, however, to DART's right to contest such expenses.

(iv) Fourth, to the Senior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Debt Service for all Outstanding Senior Subordinate Lien Obligations for the Debt Service Accrual Period that begins on the date of such deposit, less any amounts required to be credited against the amounts so transferred

pursuant to Section 5.3(d). The amounts thus deposited are to be allocated and credited to the following accounts within said Fund, as follows:

(A) to the Interest Account of the Senior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Interest for all Outstanding Senior Subordinate Lien Obligations for such Debt Service Accrual Period; and

(B) to the Principal Installment Account of the Senior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Principal for all Outstanding Senior Subordinate Lien Obligations for such Debt Service Accrual Period.

(v) Fifth, to any reserve fund or account required by any Supplemental Resolution authorizing Senior Subordinate Lien Obligations issued as Bond Obligations, the amounts required by such Supplemental Resolution to be deposited therein.

(vi) Sixth, to the payees of Administrative Expenses relating to Senior Subordinate Lien Obligations, such amounts as such payees shall have certified to the Trustee (with copies to DART) not less than five Business Days before the day of such transfer as being the amounts that are then due and payable, but unpaid, as such Administrative Expenses, subject, however, to DART's right to contest such expenses.

(vii) Seventh, to the Junior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Debt Service for all Outstanding Junior Subordinate Lien Obligations for the Debt Service Accrual Period that begins on the date of such deposit, less any amounts required to be credited against the amounts so transferred pursuant to Section 5.3(d). The amounts thus deposited are to be allocated and credited to the following accounts within said Fund, as follows:

(A) to the Interest Account of the Junior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Interest for all Outstanding Junior Subordinate Lien Obligations for such Debt Service Accrual Period; and

(B) to the Principal Installment Account of the Junior Subordinate Lien Debt Service Fund, an amount equal to the Accrued Aggregate Principal for all Outstanding Junior Subordinate Lien Obligations for such Debt Service Accrual Period.

(viii) Eighth, to any reserve fund or account required by any Supplemental Resolution authorizing Junior Subordinate Lien Obligations issued as Bond

Obligations, the amounts required by such Supplemental Resolution to be deposited therein.

(ix) Ninth, to the payees of Administrative Expenses relating to Junior Subordinate Lien Obligations, such amounts as such payees shall have certified to the Trustee (with copies to DART) not less than five Business Days before the day of such transfer as being the amounts that are then due and payable, but unpaid, as such Administrative Expenses, subject, however, to DART's right to contest such expenses.

(x) Tenth, to the General Operating Fund, the balance remaining in the Gross Sales Tax Revenue Fund after making the above transfers.

(b) If the amounts on deposit in the Gross Sales Tax Revenue Fund shall not be sufficient to make the full amount of a transfer required to be made to a particular fund or account pursuant to any of paragraphs (i) through (ix) of subsection (a) of this Section, then the Trustee shall instead transfer the amount remaining in the Gross Sales Tax Revenue Fund to such fund or account where the deficiency occurs and shall not make any transfers to any fund or account assigned a lower priority.

(c) The Trustee shall notify the Paying Agent for each series of Outstanding Obligations in writing (and shall provide a copy of such notice to DART and each Credit Provider) of the anticipated date of commencement of each Debt Service Accrual Period. To the extent possible, such notice shall be delivered by the Trustee not later than two Business Days before the Trustee expects such Debt Service Accrual Period to begin. The Paying Agent for each series of Outstanding Obligations shall determine and certify in writing to the Trustee (with a copy to DART and to the Credit Provider, if any, with respect to such series), the amount, if any, of Accrued Aggregate Debt Service for such Obligations for the Debt Service Accrual Period specified by the Trustee which has not been paid from other sources. In making estimates as to interest accrued or to accrue on Variable Interest Rate Obligations, the actual interest rate shall be used to the extent known or ascertainable and to the extent unknown, such Variable Rate Obligations will bear interest at the highest of (i) if the Variable Interest Rate Obligations have been Outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, or (ii) (A) if the Variable Interest Rate Obligations are Tax Exempt Obligations, the most recently published "Revenue Bond Index," published by the financial news publication presently known as The Bond Buyer, or by a comparable index if no longer published, plus fifty basis points, or (B) if the Variable Interest Rate Obligations are not Tax Exempt Obligations, the interest rate on direct obligations of the United States with comparable maturities, plus fifty basis points or (C) if the Variable Interest Rate Obligations are Credit Agreement Obligations, such rate as is specified in the Supplemental Resolution creating such Credit Agreement Obligations. Each Paying Agent shall provide to the Trustee and to DART the information upon the basis of which the Paying Agent's calculations are made. Unless otherwise provided in a Supplemental Resolution with respect to a series of Interim Obligations created or authorized in such Supplemental Resolution, Accrued Aggregate Debt Service with respect to a series of Interim Obligations that matures during such Debt Service Accrual Period will be computed assuming such series of Interim Obligations is refunded and the interest rate

payable on such refunded Interim Obligations shall be equal to 30-34 day commercial paper note rate specified in the Wall Street Journal on the date of calculation, or if no such rate is published on such date, the rate published no more than five Business Days prior to the date of such determination. If such rate is no longer published, the Paying Agent shall select and use the rate specified by a comparable index or publication.

(d) The Trustee shall verify the calculations of the Accrued Aggregate Debt Service delivered to it under subsection (c) of this Section, shall calculate the Accrued Aggregate Debt Service and shall make the transfers required by this Section. However, the Trustee shall reduce the amount of Accrued Aggregate Debt Service required to be transferred to the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, and/or the Junior Subordinate Lien Debt Service Fund in accordance with Section 5.3(a) by an amount equal to the amount of (i) any excess moneys already on deposit in such fund or account, including investment earnings actually realized and money deposited therein from the proceeds of Obligations, but excluding amounts previously deposited or credited to such fund or account as accrued but not payable principal or accrued but not payable interest and (ii) any moneys transferred thereto at the direction of DART from the General Operating Fund or other funds of DART that are free of the lien of this Resolution. It is provided, however, that the amounts required to be transferred shall never be reduced to an amount below the amount necessary to pay all amounts due and owing on Outstanding Obligations when due and payable.

(e) In order for a certificate of a Paying Agent to be effective for the purposes of subsection (c) of this Section on a given day on which Gross Sales Tax Revenues are to be applied by the Trustee, unless a different time shall be specified in a Supplemental Resolution, such certificate must be received by the Trustee at or prior to Noon, New York City time, on the next preceding Business Day. Failure by a Paying Agent to furnish a copy of any certificate to DART or any Credit Provider, as required by subsection (c) of this Section, shall not affect the validity of such certificate or the obligations of the Trustee in respect thereof or the obligation of DART to pay the amounts described in subsection (c) of this Section or the obligation of DART to pay the Obligations described in such certificate.

(f) DART may at any time direct the Trustee to increase the amounts of any transfers required by subsection (a) of this Section from funds on deposit in the Gross Sales Tax Revenue Fund or from any other lawfully available moneys so long as such directions do not reduce the amounts transferred on any particular date to any particular fund or account pursuant to subsection (a) of this Section.

(g) If less than the total amount required to be transferred to the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, or the Junior Subordinate Lien Debt Service Fund pursuant to this Section on a given day is so transferred, then, notwithstanding anything herein to the contrary, on each succeeding day on which amounts are required to be transferred to such funds pursuant to subsection (a) of this Section, the amount so transferred to such fund shall be increased by the amount of such deficiency, or, if less, by the full amount available to be so transferred to such fund, until the full amount of such deficiency shall have been restored to such fund.

Section 5.4. Uses of Senior Lien Debt Service Fund. (a) The Trustee shall pay, out of the Interest Account of the Senior Lien Debt Service Fund, to each Paying Agent for any Outstanding Senior Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each applicable Interest Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay interest on the Outstanding Senior Lien Obligations due on such Interest Payment Date (and to be paid by such Paying Agent), and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution or Credit Agreement.

(b) The Trustee shall pay, out of the Principal Installment Account of the Senior Lien Debt Service Fund, to each Paying Agent for any Outstanding Senior Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each Principal Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay the principal due on Senior Lien Obligations on such Principal Payment Date (and to be paid by such Paying Agent) and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution or Credit Agreement.

(c) If on any day on which payments are to be made by the Trustee to the Paying Agent(s) for Senior Lien Obligations pursuant to this Section 5.4, the aggregate amount on deposit in the Interest Account or the Principal Account, as applicable, of the Senior Lien Debt Service Fund is not sufficient to make such payments in full, then the aggregate amount available to make such payments shall be allocated by the Trustee and paid to such Paying Agents pro rata in proportion to the respective amount of payments otherwise required to be made by the Trustee pursuant to this Section 5.4 to such Paying Agents.

(d) Payment by the Trustee of moneys pursuant to this Section 5.4 shall be made by wire transfer of immediately available funds in accordance with such wire transfer instructions as shall have been transmitted to the Trustee by the appropriate Paying Agent, and, if no such instructions shall have been so furnished by such Paying Agent, the Trustee shall request the same.

(e) Notwithstanding anything to the contrary contained in this Section 5.4, if an Event of Default has occurred and is continuing, all moneys in the Senior Lien Debt Service Fund shall be applied as provided in Section 7.4.

Section 5.5. Uses of Senior Subordinate Lien Debt Service Fund. (a) The Trustee shall pay, out of the Interest Account of the Senior Subordinate Lien Debt Service Fund, to each Paying Agent for any Outstanding Senior Subordinate Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each applicable Interest Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay interest on the Outstanding Senior Subordinate Lien Obligations due on such Interest Payment Date (and to be paid by such Paying Agent) and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution or Credit Agreement.

(b) The Trustee shall pay, out of the Principal Installment Account of the Senior Subordinate Lien Debt Service Fund, to each Paying Agent for any Outstanding Senior Subordinate Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each Principal Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay the principal due on Senior Subordinate Lien Obligations on such Principal Payment Date (and to be paid by such Paying Agent) and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution or Credit Agreement.

(c) If on any day on which payments are to be made by the Trustee to the Paying Agent(s) for Senior Subordinate Lien Obligations pursuant to this Section 5.5, the aggregate amount on deposit in the Interest Account or the Principal Account, as applicable, of the Senior Subordinate Lien Debt Service Fund is not sufficient to make such payments in full, then the aggregate amount available to make such payments shall be allocated by the Trustee and paid to such Paying Agents pro rata in proportion to the respective amounts of payments otherwise required to be made by the Trustee pursuant to this Section 5.5 to such Paying Agents.

(d) Payment by the Trustee of moneys pursuant to this Section 5.5 shall be made by wire transfer of immediately available funds in accordance with such wire transfer instructions as shall have been transmitted to the Trustee by the appropriate Paying Agent, and, if no such instructions shall have been so furnished by such Paying Agent, the Trustee shall request the same.

(e) Notwithstanding anything to the contrary contained in this Section 5.5, if an Event of Default has occurred and is continuing, all moneys in the Senior Subordinate Lien Debt Service Fund shall be applied as provided in Section 7.4.

Section 5.6. Uses of Junior Subordinate Lien Debt Service Fund. (a) The Trustee shall pay, out of the Interest Account of the Junior Subordinate Lien Debt Service Fund, to each Paying Agent for any Outstanding Junior Subordinate Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each applicable Interest Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay interest on the Outstanding Junior Subordinate Lien Obligations due on such Interest Payment Date (and to be paid by such Paying Agent) and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution.

(b) The Trustee shall pay, out of the Principal Installment Account of the Junior Subordinate Lien Debt Service Fund, to each Paying Agent for any Outstanding Junior Subordinate Lien Obligations, if any, on the date specified in a Supplemental Resolution or Credit Agreement, as applicable, but in no event later than each Principal Payment Date, an amount (as determined by each Paying Agent or other party designated in each applicable Supplemental Resolution, and verified by the Trustee) sufficient for such Paying Agent to pay the principal due on Junior Subordinate Lien Obligations on such Principal Payment Date (and to be paid by such Paying Agent)

and such amounts shall be held and applied by the Paying Agents as directed in each Supplemental Resolution.

(c) If on any day on which payments are to be made by the Trustee to the Paying Agent(s) for Junior Subordinate Lien Obligations pursuant to this Section 5.6, the aggregate amount on deposit in the Interest Account or the Principal Account, as applicable, of the Junior Subordinate Lien Debt Service Fund is not sufficient to make such payments in full, then the aggregate amount available to make such payments shall be allocated by the Trustee and paid to such Paying Agents pro rata in proportion to the respective amounts of payments otherwise required to be made by the Trustee pursuant to this Section 5.6 to such Paying Agents.

(d) Payment by the Trustee of moneys pursuant to this Section 5.6 shall be made by wire transfer of immediately available funds in accordance with such wire transfer instructions as shall have been transmitted to the Trustee by the appropriate Paying Agent, and, if no such instructions shall have been so furnished by such Paying Agent, the Trustee shall request the same.

(e) Notwithstanding anything to the contrary contained in this Section 5.6, if an Event of Default has occurred and is continuing, all moneys in the Junior Subordinate Lien Debt Service Fund shall be applied as provided in Section 7.4.

Section 5.7. General Provisions Applicable to Payments. (a) The amount accumulated in the appropriate Principal Installment Account for any Sinking Fund Installment with respect to a series of Bond Obligations may, and if so directed by DART and authorized by Supplemental Resolution shall, be applied (together with amounts accumulated in the appropriate Interest Account with respect to interest on the Bond Obligations for which such Sinking Fund Installment was established) by the Trustee prior to a day preceding the due date of such Sinking Fund Installment, as fixed in the Supplemental Resolution, to:

(i) the purchase of Bond Obligations of the series and maturity for which such Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the Redemption Price payable from Sinking Fund Installments for such Bond Obligations when such Bond Obligations are redeemable by application of said installments plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as is specified in the Supplemental Resolution, or

(ii) the redemption, pursuant to the provisions of the applicable Supplemental Resolution authorizing such Bond Obligations, if then redeemable by their terms, at a price not exceeding the Redemption Price.

(iii) If a stated Interest Payment Date or a Principal Payment Date, or a date fixed for redemption of such Bond Obligations, shall not be a Business Day, then the Interest Payment Date, Principal Payment Date, or redemption date shall be deemed to be the next succeeding Business Day of the Trustee or Paying Agent, as

the case may be, and no interest shall accrue between the stated day and the applicable succeeding Business Day.

(b) The Trustee shall apply the first-in-first-out method for determining which funds in each Interest Account and Principal Installment Account shall be used to pay the interest on and each Principal Installment due in respect of Outstanding Obligations.

Section 5.8. Uses of General Operating Fund and of Available Remaining Revenues.

(a) Gross Sales Tax Revenues that are deposited into the General Operating Fund may be deposited in or transferred to such other funds and accounts as DART, in its sole discretion, may determine, free and clear of the liens and requirements of this Resolution, and may be commingled with Special Revenues, and may be used by DART for any purpose permitted or required by Applicable Law.

(b) In addition to contracts, indebtedness, and other obligations incurred or created by DART in the ordinary course of its operation of the System and its general business activities, DART reserves and shall have the right to execute, create, and enter into any contracts, agreements, or indebtedness of any nature or kind that are payable from or secured by any part or all of the Available Remaining Revenues and that are permitted by Applicable Law.

Section 5.9. Investment of Trust Funds and Accounts. (a) Amounts in any fund or account held by the Trustee may, to the extent permitted by Applicable Law, be invested in Investment Securities, including without limitation the Trustee's collective investment fund, the moneys of which are invested in Investment Securities; provided, however, that if any Supplemental Resolution or Credit Agreement further limits the investment of such amounts, such investments shall be made in accordance with such Supplemental Resolution or Credit Agreement (and, if any conflict exists between or among such further limitations, the most conservative of such limitations, as determined by DART in writing to the Trustee and confirmed by the Trustee, will be controlling). All investments shall be made by or upon written instruction of an Authorized Officer and the Trustee shall have no obligation or responsibility for selecting such investments or for any loss therefrom. Such investments shall mature in such amounts and at such times as may, in the judgment of such Authorized Officer, be necessary to provide funds when needed to make timely payments from such fund or account. In order to comply with the directions of such Authorized Officer, the Trustee may cause the liquidation prior to their maturities of obligations in which funds have been invested, and the Trustee shall not be liable for any loss or penalty of any nature resulting therefrom. In order to avoid loss in the event of a need for funds, DART may instruct the Trustee, in lieu of a liquidation of investments in the fund or account needing funds, to exchange such investments for investments in another fund or account that may be liquidated at no, or at a reduced, loss.

(b) Except as otherwise provided in this Resolution, obligations purchased as an investment of moneys in any fund or account held by the Trustee under the provisions of this Resolution shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such fund or account. It is provided, however, that transfers of earnings may be made in order to avoid a violation of Section 5.11.

(c) In computing the amount in any fund or account held under the provisions of this Resolution, obligations purchased as an investment of moneys therein shall be valued not less frequently than annually at the original cost or the then market value thereof, whichever is lower, inclusive of accrued interest; provided that if the Trustee is directed or required to value the amount of any such fund or account it shall do so for the entire fund or account as a whole (but not for any particular investment in such fund or account) at the lower of the original cost or the then market value thereof.

(d) Except as otherwise provided in this Resolution, the Trustee shall sell or cause to be sold at the best price obtainable, or present for redemption or exchange, any Investment Security purchased as an investment pursuant to this Resolution whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the fund or account for which such investment was made.

Section 5.10. Effect of Deposits With Paying Agents. (a) Whenever Pledged Revenues, or other moneys of DART at the direction of the Board, shall be held in trust and on deposit with a Paying Agent in the amounts required herein or in a Supplemental Resolution, then DART shall be released from any further obligations of payment of the interest on, or the principal of (as the case may be) on Obligations with respect to which the deposits and transfers were made to and are held in such accounts. The Holders of the Obligations with respect to which such moneys are held shall look solely to the appropriate Paying Agents for payment of the interest on, or the principal of, (as the case may be) the applicable Obligations from such moneys.

(b) Moneys transferred to a Paying Agent shall be set aside and continuously held uninvested in a special trust fund or account held by the Paying Agent and shall be used for the sole and exclusive purpose of paying the amounts due and owing on the Outstanding Obligations with respect to which such transfers were made. Any moneys remaining unclaimed for a period specified in any Applicable Law relating to the escheat of property or money shall be distributed by the Paying Agent in accordance with such law.

(c) Bond Obligations, for the full payment of the principal amount or Redemption Price of which moneys have been provided to the appropriate Paying Agents under this Section, shall no longer be deemed to be Outstanding from and after the maturity or redemption date thereof and all interest thereon shall cease to accrue from and after said date.

Section 5.11. Arbitrage. (a) DART covenants and agrees that no fund or account created herein will be invested in any amount or in any manner that would cause any of the Bond Obligations intended to be Tax-Exempt Obligations to be or become “arbitrage bonds” within the meaning of the Code.

(b) Notwithstanding any provision of this Resolution to the contrary, no fund or account herein created shall ever contain therein money in any amounts or at any level that would cause any of the Bond Obligations intended to be Tax-Exempt Obligations to be “arbitrage bonds” within the meaning of the Code, and DART and the Trustee are authorized to, and shall, make such transfers or payments as are necessary to avoid such result.

(c) DART will not take any action that, or fail to take any action the failure to take which, would cause any Bond Obligations intended to be Tax-Exempt Obligations to be “arbitrage bonds” within the meaning of the Code.

(d) In the event any provision of the Code shall ever require payments or rebates of earnings on investments to be paid to the federal government or otherwise, DART and the Trustee are authorized to, and they shall, comply with such provisions by taking such actions as the Code may require, including, but not limited to, the establishment of accounts not subject to any lien created by this Resolution or any Supplemental Resolution, in which amounts representing such rebatable earnings shall be deposited pending their rebate to the federal government.

Section 5.12. Deposits of Special Revenues. (a) Special Revenues may be deposited to such funds and accounts of DART as may be required by Applicable Law, grant condition, or contract, or as directed in the documents and agreements authorizing or relating to the issuance of Special Revenue Bonds, or to Subordinate Lien Obligations if Special Revenues are additionally pledged to the payment thereof in accordance with the restrictions thereon, if any, contained in the Outstanding Resolutions or in Credit Agreements.

ARTICLE VI GENERAL COVENANTS AND REPRESENTATIONS

Section 6.1. Representations as to Pledged Revenues. (a) DART represents and warrants that it is and will be authorized by Applicable Law to authorize, issue, and execute the Obligations when and if issued or executed, to adopt this Resolution and to pledge the Pledged Revenues in the manner and to the extent provided in this Resolution, and that the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto except as expressly permitted by Article II.

(b) The Obligations and the provisions of this Resolution are and will be the valid and legally enforceable obligations of DART in accordance with their terms and the terms of this Resolution, subject only to any applicable bankruptcy or insolvency laws or to any Applicable Law affecting creditors rights generally.

(c) DART and the Trustee shall at all times, to the extent permitted by Applicable Law, defend, preserve and protect the pledge of the Pledged Revenues and all of the rights of the Holders, including any Credit Providers, under this Resolution against all claims and demands of all persons whomsoever.

(d) DART will take all steps reasonably necessary and appropriate to collect all delinquencies in the collection of the Sales Tax to the fullest extent permitted by the Act and other Applicable Law.

Section 6.2. Accounts, Periodic Reports and Certificates. (a) DART shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in

which complete and correct entries shall be made of its transactions relating to the System and the funds and accounts established by this Resolution and which, together with all other books and papers of DART including insurance policies, shall at all times be subject to the inspection by the Holder or Holders of not less than 5% in principal amount of the Bond Obligations that are then Outstanding, and by each Bondholder Representative and Credit Provider or their representatives duly authorized in writing.

(b) DART shall annually, within 180 days after the close of each Fiscal Year, mail or cause to be mailed to any Holder owning at least 25% of the Outstanding Bond Obligations who so requests in writing, a copy of an annual report for said year containing the following statements in reasonable detail with respect to the System: a balance sheet as of the end of said year and the preceding year, statements of revenue and expense and of changes in financial position for the year then ended and the preceding year setting forth revenues and expenses for such years in accordance with generally accepted accounting principles.

(c) DART shall notify the Trustee and each Credit Provider and Bondholder Representative immediately (i) if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event that, with the giving of notice or passage of time or both, could become an Event of Default, or (ii) of the failure of DART to observe any of its undertakings hereunder or under any Supplemental Resolution or Credit Agreement.

Section 6.3. General. DART shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of DART under the provisions of this Resolution and all Supplemental Resolutions.

Section 6.4. Withdrawals of Units of Election. (a) If any “unit of election,” as defined in the Act, having once become a part of DART, successfully withdraws from DART, as permitted in the Act, the Board will take all lawful steps necessary to assure that all amounts due and owing on all Obligations to the final maturity and due dates thereof, together with all deposits and reserves required by this Resolution and all Supplemental Resolutions, and together with all other sums allocated to the unit of election in accordance with the Act, are properly included and allocated as amounts due and owing from within the withdrawing unit of election, together with all lawful steps necessary to assure that Gross Sales Tax Revenues will continue to be collected from within the withdrawing unit of election until all amounts due and owing from within the unit of election are paid in full.

(b) For so long as Gross Sales Tax Revenues continue to be collected from within a withdrawn unit of election, all of the Gross Sales Tax Revenues thus collected from within the withdrawn unit of election shall continue to be a part of Pledged Revenues under this Resolution and shall be held and expended in accordance with subsection (c) of this Section.

(c) The Gross Sales Tax Revenues collected from within a withdrawn unit of election shall be set aside by the Trustee in a special trust account within the Gross Sales Tax Revenue Fund and shall not be expended for any purpose (except for investment in Investment Securities as DART may direct) until DART shall have prepared and presented to the Trustee, with the prior written

consent of each Credit Provider and Bondholder Representative, and, subject to the provisions of subsection (d), the Trustee shall have accepted, a plan for the expenditure of such funds in such manner and for such purposes as will permit the continued, timely payment when due of all amounts payable on Outstanding Obligations. The Trustee may accept any plan, which, in its sole judgment, and without liability of any nature or kind, is believed most likely to provide such result. As a part of any such plan, DART may propose that Bond Obligations be redeemed or prepaid in advance of maturity, to the extent subject to prepayment or redemption, that all or a part of the Gross Sales Tax Revenues thus collected be placed in the Gross Sales Tax Revenue Fund to be transferred as collected in accordance with Section 5.3, that all or a part of the moneys be invested, accumulated and held for a time certain or indefinitely, or any combination of the foregoing or may include or consist of any other alternative proposals. It is provided, however, that the moneys on deposit in the special trust account within the Gross Sales Tax Revenue Fund shall in all events be deposited to the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, and the Junior Subordinate Lien Debt Service Fund, in that order of priority, to the extent required to prevent a default in payment of any Obligations.

(d) The Trustee may, without liability of any nature or kind, decline to participate in the approval or disapproval of any plan submitted under subsection (c). In any event, the Trustee shall either approve, decline to approve, or decline to participate in the approval or disapproval of, any plan, within 30 days after a plan is submitted by DART. If the Trustee disapproves or declines to participate, DART shall reconsider the plan as submitted taking into account the Trustee's objections thereto, if any. DART, with the prior written consent of each Credit Provider and Bondholder Representative, may then resubmit the original plan or a substitute plan to the Trustee, and DART may direct the Trustee to implement the same after the expiration of 30 days of such resubmission if DART, with the prior written consent of each Credit Provider and Bondholder Representative, represents in writing to the Trustee that it finds the plan to be reasonable and the best plan available, considering all relevant factors and circumstances, including the needs of DART, to implement the objectives of subsection (c) of this Section.

(e) The provisions of this Section shall not in any manner be construed to impair or restrict the rights of the Trustee or the Holders under Section 7.2.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1. Description. Each of the following occurrences or events for the purposes of this Resolution shall be and is hereby declared to be an "Event of Default," to-wit:

- (i) The failure to make payment of the Principal Installment of, and/or any installment of interest on, any Bond Obligations when the same shall become due and payable;
- (ii) The failure to pay when due any amounts that are due and owing on any Credit Agreement Obligations;

(iii) DART shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Obligations or in any of the Outstanding Resolutions, and such default (a) materially and adversely affects the rights of the Holders, including but not limited to their prospect or ability to be repaid in accordance with their terms, and (b) continues for a period of 30 days after written notice specifying such default by either (A) the Holders of not less than 10% in aggregate principal amount of the Outstanding Bond Obligations, or (B) by any Credit Provider that is granted the right to give and withdraw such notices in a Supplemental Resolution, or (C) by any Bondholder Representative that is granted the right to give and withdraw such notices in a Supplemental Resolution, and in each such case requesting that the failure be remedied; provided that such 30 day period shall not include any period of time during which DART is prevented by reason of Force Majeure from performing or observing the covenant, condition or agreement with respect to which any default exists but during which DART is diligently attempting to cure such default;

(iv) An order of relief shall be issued by a Bankruptcy Court or a United States District Court having jurisdiction, granting DART, in an involuntary proceeding, any relief under any applicable law relating to the bankruptcy of governmental units of the State, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law, in an involuntary proceeding, providing for the appointment of a receiver, liquidator, assignee, trustee, or other similar official for DART or any substantial part of its property, affairs or assets, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(v) DART shall have instituted or consented to the institution of proceedings in bankruptcy against it, or shall have instituted or consented to the institution of any insolvency proceeding against it under any federal or state insolvency laws, or shall have filed or consented to the filing of any petition, application or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official for DART or of any substantial part of its property, affairs or assets.

Section 7.2. Remedies for Default. (a) Upon the happening and continuance of any of the Events of Default described in Section 7.1:

(i) the Trustee shall transfer all future Gross Sales Tax Revenues at the times and in the order and priority set forth in Section 5.3(a); and

(ii) a Credit Provider holding a Credit Agreement Obligation, or, subject to Section 7.3, a Bondholder Representative and/or a trustee selected by and representing not less than 25% in principal amount of the Outstanding Bond Obligations, may proceed against DART for the purpose of protecting and enforcing the rights of the Holders under this Resolution, by action seeking mandamus or by

other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by Applicable Law, including, but not limited to, the specific performance of any covenant or agreement contained herein or injunction. It is provided, however, that no action may be taken pursuant to this paragraph unless either (A) the Holders of 25% of the principal amount of the Outstanding Senior Lien Obligations issued as Bond Obligations have joined in or consented in writing to such action, or (B) each Holder of an Outstanding Senior Lien Obligation issued as a Bond Obligation has been given notice of the proposed taking of such action at least five Business Days prior to the delivery of the notice to the Trustee required by Section 7.3.

(b) Upon the happening and continuance of any Event of Default described in Section 7.1, no Holder shall have the right to seek the appointment of a receiver or administrator of the affairs and assets of DART and such right is expressly denied.

(c) From and after the 30th day after any default hereunder (for which a remedy is required or is sought under either subsection (a) or (b), above) has been cured, DART shall be restored to its former position under this Resolution prior to such default. Any proceedings theretofore commenced for relief shall be abandoned and dismissed within 30 days after such default has been cured.

(d) The right to accelerate the maturity of any Obligation is not granted herein, and no right of acceleration shall be granted to any Holders of Bond Obligations or the payees of Credit Agreement Obligations in the future unless the right is extended to the Holders of all Outstanding Bond Obligations and to the payees of all Credit Agreement Obligations theretofore and thereafter issued or executed.

(e) After the occurrence of an Event of Default, money and investments on deposit in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, and the Junior Subordinate Lien Debt Service Fund, or deposited thereto pursuant to subsection (a) of this Section, shall be applied as provided in Section 7.4.

Section 7.3. Restriction on Holder's Action. (a) Except as otherwise provided in this Section, no Holder of Bond Obligations shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Resolution or the execution of any trust under this Resolution or for any remedy under this Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Holders of at least 25% in principal amount of the Bond Obligations then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Resolution or by the Act or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bond

Obligations shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Resolution, or to enforce any right under this Resolution, except in the manner herein provided and that all proceedings at law or in equity to enforce any provisions of this Resolution shall be instituted, had or maintained in the manner provided in this Resolution.

(b) Notwithstanding the provisions of subsection (a) of this Section, any Holder of Obligations shall have the right individually and in its own name, but subject to the priorities of lien established in Section 2.3, to (i) enforce the provisions of this Resolution requiring the transfer of moneys on deposit in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, and the Junior Subordinate Lien Debt Service Fund to the applicable Paying Agent for the payment of its Obligations when due, (ii) enforce the applicable Paying Agent's obligation to make payment when due from funds available therefor, and (iii) to perfect its claim on Pledged Revenues and the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, or the Junior Subordinate Lien Debt Service Fund, as applicable, for matured and unpaid amounts by direct action on its Obligation.

Section 7.4. Application of Money on Deposit in or Deposited to Debt Service Funds After Default. (a) During the continuance of an Event of Default, the Trustee shall apply all money, investments and the income therefrom, that are on deposit in the Senior Lien Debt Service Fund, in the Senior Subordinate Lien Debt Service Fund, and in the Junior Subordinate Lien Debt Service Fund at the time of the default or thereafter deposited thereto, respectively, as follows and for the following purposes and order:

(i) to the payment of Administrative Expenses owed on or with respect to the Senior Lien Obligations, the Senior Subordinate Lien Obligations, or the Junior Subordinate Lien Obligations, respectively, and as applicable;

(ii) to the payment of the interest and principal or Redemption Price then 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:

(A) Unless the principal of all of the applicable Outstanding Obligations shall have become due and payable,

First: To the payment to the Holders of the applicable Obligations entitled thereto of all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders of Obligations entitled thereto, without any discrimination or preference; and

Second: To the payment to the Holders of the applicable Obligations entitled thereto of the unpaid principal of the Outstanding Obligations, or the Redemption Price of any such Obligations which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the applicable Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Holders entitled thereto, without any discrimination or preference.

(B) If the principal of all of the Outstanding Obligations that are payable from the specific debt service fund shall have become due and payable, 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, to the Persons entitled thereto without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Holders of Obligations pursuant to this Section 7.4.

(b) The restoration of DART to its prior position after any and all defaults have been cured shall not extend to or affect any subsequent default under this Resolution or impair any right consequent thereon.

(c) Amounts to be paid on or with respect to Senior Lien Obligations pursuant to this Section 7.4 shall be paid only from the Senior Lien Debt Service Fund, amounts to be paid on or with respect to Senior Subordinate Lien Obligations pursuant to this Section 7.4 shall be paid only from the Senior Subordinate Lien Debt Service Fund and amounts to be paid on or with respect to Junior Subordinate Lien Obligations pursuant to this Section 7.4 shall be paid only from the Junior Subordinate Lien Debt Service Fund.

Section 7.5. Effect of Waiver. No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Resolution to the Trustee and the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.6. Notice of Event of Default. The Trustee shall promptly give each Holder notice (i) of each Event of Default hereunder of which it has knowledge, unless such Event of Default shall have been remedied or cured before the giving of such notice to the Holders; provided

that, except in the case of an Event of Default specified in paragraph (i) or (ii) of Section 7.1, the Trustee may withhold such notice from the Holders of Bond Obligations if the board of directors, the executive committee of the board of directors, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of Bond Obligations. Each notice required under this section shall be given by the Trustee by mailing written notice thereof to all Holders, as the names and addresses of such Holders appear upon the Obligation Registers or in a Credit Agreement and to such other persons as may be required by law.

Section 7.7. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Resolution or any of the other agreements contemplated hereby or in any suit against the Trustee or any Paying Agent for any action taken or omitted by it as Trustee or by it as Paying Agent, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit brought by the Trustee or a suit by the Holders of more than 50% in principal amount of the Bond Obligations.

ARTICLE VIII THE TRUSTEE

Section 8.1. Appointment and Acceptance of Duties. (a) Bank One, NA, formerly known as Bank One, Texas, N.A., Dallas, Texas, is hereby appointed and designated as the Trustee under this Resolution.

(b) If the Trustee shall at any time be appointed as a Paying Agent and/or Registrar for a series of Obligations, the terms of such designation and the duties and compensation of the Trustee for such services shall be set forth in separate agreements executed in connection with such designation.

Section 8.2. Fund Availability and Assurances. The Trustee shall be under no obligation to perform any duty or exercise any right or power, or to institute any suit, or to take any remedial proceeding under this Resolution or to enter any appearance in or defend any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it is provided with adequate funds to do so and receives an indemnity reasonably satisfactory to it against any and all costs and expenses, outlays, and counsel fees and other disbursements, and against all liability not due to its negligence or wilful misconduct. No provision of this Resolution shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or to take any action, whether or not directed to take such action by the Holders pursuant to the terms hereof, which in the judgment of the Trustee would conflict with any rule of law or with the terms of this Resolution or would expose it to liability or would be unjustly prejudicial to the Holders of the Obligations not taking part in such direction.

Section 8.3. Responsibilities of Trustee. (a) The Trustee shall have no responsibility in respect of the validity or sufficiency of this Resolution or the due execution of this Resolution by DART, or in respect of the validity of any Obligations authenticated, delivered, or executed in accordance with a Supplemental Resolution or any of the agreements contemplated hereby or in any official statement or other offering or disclosure document relating to DART or to Obligations, or to see to the validity, recording or filing of this Resolution or any lien created herein. The recitals, statements and representations contained herein and in the Obligations shall be taken and construed as made by and on the part of DART and not by the Trustee, and the Trustee does not assume any responsibility for the correctness of the same.

(b) The Trustee shall not be liable or responsible because of the failure of DART to perform any act required of it by this Resolution or any Supplemental Resolution or any of the agreements contemplated hereby or thereby or in any official statement or other offering or disclosure document relating to DART or to Bond Obligations or because of the loss of any moneys arising through the insolvency or the act or default or omission of any depository other than itself in which such moneys shall have been deposited. The Trustee shall not be responsible for the investment of any moneys deposited with it and paid out, invested, withdrawn or transferred in accordance herewith or for any loss resulting from any such investment. The Trustee shall have no responsibility hereunder except to the extent of the duties placed upon the Trustee to hold, administer, deposit, secure, invest, and use the Pledged Revenues as expressly required by the terms hereof and to perform the other express covenants and agreements made by the Trustee set forth in this Resolution. In no event shall the Trustee be liable except for its negligence or willful misconduct. The immunities and exemptions from liability of the Trustee shall extend to its directors, officers, employees and agents.

(c) The Trustee shall not be charged with knowledge of the occurrence of an Event of Default unless (i) an officer in its corporate trust department has actual knowledge thereof, or (ii) written notice of such Event of Default shall have been delivered to the Trustee by DART or any Holder.

(d) The Trustee shall not be obligated to pay interest on any money received by it and held in cash except as the Trustee may agree with DART. Money held in trust by the Trustee shall be continuously and fully secured by a pledge of lawful securities but need not be otherwise segregated from other funds of the Trustee except to the extent required by law applicable to the Trustee or by Applicable Law or by the terms hereof.

(e) The Trustee may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(f) Except as expressly herein provided, the Trustee shall have no duty to see that any duties or obligations herein imposed upon DART or others are performed.

(g) The Trustee may take or omit to take action in accordance with a direction received by it from (i) each Credit Provider, and (ii) a Required Percentage of the Holders of Outstanding Bond Obligations if such Holders shall have offered to the Trustee security and indemnity reasonably satisfactory to it against any costs, expenses and liabilities which may arise out of or relate to such act or omission.

Section 8.4. Compensation and Indemnity. (a) DART shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. DART shall promptly reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expense shall include the reasonable compensation and out-of-pocket expenses of its agents and counsel.

(b) DART shall protect and, to the extent it may do so under Applicable Law, shall indemnify the Trustee against any loss, cost, expense or liability incurred by it which is not caused by its own negligence or willful misconduct. The Trustee shall notify DART promptly of any claim for which it may seek indemnity. DART shall defend the claim, and the Trustee, as the case may be, shall cooperate in the defense. The Trustee may have separate counsel and DART shall pay the reasonable fees and expenses of such counsel.

(c) To secure DART's obligations to pay compensation to, to reimburse the expenses and costs of and to indemnify the Trustee under subsections (a) and (b) this Section, the Trustee shall have a lien on Pledged Revenues prior to the Obligations, except for any moneys held in the Senior Lien Debt Service Fund, the Senior Subordinate Lien Debt Service Fund, or the Junior Subordinate Lien Debt Service Fund or held by a Paying Agent under Section 5.10.

(d) When the Trustee incurs expenses or renders services after the occurrence of any Event of Default, the expenses and compensation for its services are intended to constitute expenses of administration under any applicable bankruptcy law.

Section 8.5. Evidence on Which Trustee May Act. (a) The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or documents which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person, or to have been prepared and furnished pursuant to any of the provisions of this Resolution, or upon the written opinion of any attorney (who may be an attorney for DART), engineer, appraiser or accountant (any of which, unless otherwise specified herein, may be an employee of DART) reasonably believed by the Trustee to be qualified in relation to the subject matter.

(b) Upon any request or application by DART to the Trustee to take any action under this Resolution or any Supplemental Resolution, including the execution of any Supplemental Resolution, DART shall, if requested by the Trustee, furnish to the Trustee:

(i) a Certificate stating that, in the opinion of the signer or signers, all conditions precedent, if any, provided for in this Resolution or such Supplemental Resolution relating to the proposed action have been complied with; and

(ii) an opinion of Bond Counsel to DART, upon which the Trustee may conclusively rely, stating that, in the opinion of such counsel, all conditions precedent have been complied with.

(c) The Trustee need not sign any Supplemental Resolution or take any other actions that adversely affects its own rights under this Resolution or an earlier Supplemental Resolution.

Section 8.6. Evidence of Ownership of Obligations. (a) Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by the Holders of Bond Obligations may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any person of the Bond Obligations shall be sufficient for any purpose of this Resolution (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Holder of Bond Obligations or his attorney of such instruments may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bond Obligations and the amount, numbers and other identification and date of holding the same shall be proved by the applicable Obligation Register.

(b) The ownership of Credit Agreement Obligations and the amounts thereof shall be proved by the applicable Credit Agreement.

(c) Except as otherwise provided in Section 9.4 with respect to revocation of a consent, any request or consent by a Holder of Obligations shall bind all future Holders of the same Obligation in respect of anything done or suffered to be done by DART or the Trustee in accordance therewith.

Section 8.7. Dealing in Bond Obligations; Depository. The Trustee shall not be disqualified from buying, selling, holding, owning or dealing in Bond Obligations solely because it is trustee hereunder, nor is the Trustee disqualified from being the depository of DART's General Operating Fund or other moneys not entrusted to it hereunder.

Section 8.8. Resignation or Removal of Trustee. (a) The Trustee may resign and thereby become discharged from the trusts created under this Resolution upon the acceptance thereof by a successor by notice in writing to be given to DART and by notice mailed, postage prepaid to all Holders not less than 60 days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a successor Trustee pursuant to Section 8.9, if such successor Trustee shall be appointed before the time specified by such notice and shall accept such appointment. If no successor Trustee is appointed within 60 days after the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, the Credit Providers, and the Bondholder Representatives, if any, and signed by the Holders of a Required Percentage of Holders of Bond Obligations. The Trustee shall promptly give notice of such filing to DART.

(c) DART may remove the Trustee at any time, except during the continuance of an Event of Default, for such cause as shall be determined in the sole discretion of DART by filing with the Trustee, the Credit Providers, and the Bondholder Representatives, if any, an instrument signed by an Authorized Officer.

Section 8.9. Successor Trustee. (a) If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take care or control of the Trustee or if its property or affairs, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, DART, shall, within 30 days, and with the prior written consent of the Credit Providers and the Bondholder Representatives, if any, appoint a successor Trustee to fill such vacancy. Within 20 days after such appointment, DART shall cause notice of such appointment to be mailed, postage prepaid, to all Holders.

(b) If, within 60 days after such vacancy shall have occurred, DART shall have failed to appoint a successor Trustee as required by subsection (a) of this Section, a Required Percentage of Holders of Bond Obligations, by an instrument or concurrent instruments in writing, signed by such Holders and filed with DART, and with the prior written consent of the Credit Providers and the Bondholder Representative, if any, may appoint a successor Trustee, which shall, immediately and without further act, supersede any Trustee theretofore appointed. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Outstanding Bond Obligation, or any Credit Provider or Bondholder Representative, if any, or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee.

Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) Any Trustee appointed under this Section shall be a national banking association or a bank or trust company duly organized under the laws of any State of the United States authorized to exercise corporate trust powers within the State and shall be authorized by laws to perform all the duties imposed upon it by this Resolution. At the time of its appointment, any successor Trustee shall have a capital stock and surplus aggregating not less than \$50,000,000.

(d) The indemnity provided for in Section 8.4 shall continue to be binding upon DART for the benefit of the retiring or removed Trustee.

(e) Every successor Trustee shall execute, acknowledge and deliver to its predecessor and to DART and each Credit Provider and Bondholder Representative, if any, an instrument in writing accepting such appointment, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become duly vested, subject to the lien in favor of the predecessor Trustee provided for in Section 8.4, with all moneys, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of DART, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 8.4, execute and deliver (i) an instrument transferring to such successor Trustee all the estate, properties, rights, immunities, powers and trusts of such predecessor; and (ii) all property and moneys held by it under the Resolution to its successor. Should any instrument in writing from DART be required by any successor Trustee for more fully and certainly vesting in such Trustee, the estate, properties, rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee any such instrument in writing shall, on request, be executed, acknowledged and delivered by DART. Any successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

(f) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a national banking association or a bank or trust company duly organized under the laws of any state of the United States, and shall be authorized by law to perform all the duties imposed upon it by the Resolution, shall be the successor to such Trustee without the execution or filing of any paper or the performance of any further act.

(g) Any Trustee who becomes incapable of acting as Trustee shall pay over, assign and deliver to its successor any moneys, funds or investments held by it and shall render an accounting to DART.

Section 8.10. Appointment of Co-Trustees. DART reserves the right to appoint one or more co-Trustees, with the prior written consent of the Credit Providers and each Bondholder

Representative, if any, having qualifications required by Section 8.9(c), for such purposes as it may consider appropriate and consistent with the trusts herein created.

ARTICLE IX AMENDMENTS TO RESOLUTION

Section 9.1. Limitations on Modifications. The Outstanding Resolutions shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article.

Section 9.2. Supplemental Resolution Without Holders' Consent. (a) Subject to any limitations contained in a Supplemental Resolution, DART may, from time to time and at any time, adopt and implement Supplemental Resolutions without the consent of or notice to the Holders of Bond Obligations and, except to the extent consent is required in a Supplemental Resolution or Credit Agreement, without the consent of or notice to any Credit Providers, for the following purposes:

(i) To cure any formal defect, omission or ambiguity in this Resolution if such action does not materially adversely affect the Holders;

(ii) To grant to or confer to the Trustee for the benefit of the Holders, any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the rights of other Holders or with this Resolution as theretofore in effect;

(iii) To add to the covenants and agreements of DART in this Resolution or any Supplemental Resolution, other covenants and agreements to be observed by DART which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iv) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by DART which are not contrary to or inconsistent with this Resolution or any Supplemental Resolution as theretofore in effect;

(v) To confirm, as further assurance, any pledge or lien created or to be created by this Resolution, of the Pledged Revenues, or to subject to the lien or pledge of this Resolution additional revenues, properties or collateral;

(vi) To authorize the issuance of the Initial Senior Lien Obligations, Additional Senior Lien Obligations, Subordinate Lien Obligations, and Special Revenue Bonds and to prescribe the terms, forms and details thereof not inconsistent with this Resolution and, in connection therewith, to create such additional funds and accounts, and to effect such amendments of this Resolution as may be necessary for

such issuance, provided that no Supplemental Resolution shall be inconsistent with the limitations set forth in Section 9.3;

(vii) To make modifications in this Resolution that are necessary in the opinion of Bond Counsel to conform to requirements of federal tax or securities law or other Applicable Law and that do not, in the opinion of such counsel, materially adversely affect the rights and security of the Holders to be paid in full when due; or

(viii) To make any other change to this Resolution that does not materially adversely affect the right of the Holders to be paid the full amounts due and payable on the Obligations when due.

(b) Supplemental Resolutions adopted for any of the purposes permitted by this Section need not, in order to be valid, be signed or accepted by any other Person, except that, in order to be valid, such Supplemental Resolution must be consented to in writing by each Credit Provider which is granted the right of such consent under the provisions of a Supplemental Resolution or Credit Agreement. Copies of all Supplemental Resolutions and Credit Agreements shall be filed with each Credit Provider, the Trustee, and the Paying Agent.

Section 9.3. Powers of Amendment. Subject to subsection (b) of Section 9.4, any modification or amendment of this Resolution or any Supplemental Resolution and of the rights and obligations of DART and of the Holders (not otherwise permitted by Section 9.2) may be made by a Supplemental Resolution, with the written consent (i) of the Holders of a Required Percentage of Bond Obligations, or (ii) in case less than all of the several series of Obligations then Outstanding are affected by the modification or amendment, of the Holders of at least 51% of the Bond Obligations of each series so affected and Outstanding at the time such consent is given; provided, however, no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond Obligation or of any installment of interest thereon, or a reduction in the principal amount of the Redemption Price thereof, or in the rate of interest thereon, without the consent of the Holder of such Bond Obligation; and provided further that no such modification or amendment may be made without the prior written consent of each Credit Provider granted the right of such consent under the provisions of a Supplemental Resolution. DART may obtain and receive an opinion of counsel selected by DART as conclusive evidence as to whether Obligations of any particular series or maturity would be so affected by any such modification or amendment of this Resolution or any Supplemental Resolution.

Section 9.4. Consent of Holders, Credit Providers, or Bondholder Representatives.
(a) DART may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 9.3, to take effect when and as provided in this subsection (a) or in subsection (b) of this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto) together with a request for consent addressed to the Holders whose consent is required, shall promptly after adoption be mailed by DART to the appropriate Holders (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as herein provided). The Supplemental Resolution shall not be effective unless and until DART shall have received the written consents required by Section 9.3. Any such consent

of a Holder shall be continuously binding upon the Holder giving such consent and upon any subsequent Holder thereof and of any Obligations issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder thereof by filing with DART, prior to the time action is taken in response to such consents. At any time thereafter notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by DART on a stated date) has been consented to by the Holders required by Section 9.3 and will be effective as hereinafter provided, shall be given to the Holders (whose consent was required) by DART by mailing such notice to such Holders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding). The Supplemental Resolution making such amendment or modification shall be conclusively binding upon DART, each Paying Agent, and all Holders at the expiration of 30 days after the mailing by DART of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such 30 day period; provided, however, that DART and any Paying Agent during such 30 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

(b) Unless the right is limited by the terms of a Supplemental Resolution, DART reserves and shall have the continuing right to amend this Resolution under Section 9.3 and this Section, without the consent of or notice to the Holders of Bond Obligations under subsection (a) of this Section, if such amendment is approved by each Credit Provider and Bondholder Representative, if any, which is existing at the time the amendment is proposed by DART and which is granted the right to give such consent by the provisions of a Supplemental Resolution.

Section 9.5. Mailing of Notice. Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed, first class postage prepaid, only (i) to each Holder of Bond Obligations at the address, if any, appearing upon the Obligation Registers, and (ii) to each Credit Provider.

Section 9.6. Exclusion of Obligations. Bond Obligations owned or held by or for the account of DART will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bond Obligations provided for in this Resolution, and DART shall not be entitled with respect to such Bond Obligations to give any consent or take any other action provided for in this Resolution.

ARTICLE X DISCHARGE OF RESOLUTION

Section 10.1. Discharge by Payment. (a) All of the terms, provisions, pledges, and liens of Outstanding Resolutions shall be released when (i) all of the Obligations have been paid in full as to all principal, premium, if any, and interest, or provision has been made for payment in full of all of the Obligations in accordance with Section 10.2 and the provisions of the applicable

Supplemental Resolutions, (ii) all of the Credit Agreement Obligations have been paid in full, no additional Credit Agreement Obligations can become payable under any Credit Agreement, and, if any Credit Provider is the issuer of a letter of credit to support Bond Obligations, such letter of credit has been surrendered to such Credit Provider for cancellation, and (iii) all of the Administrative Expenses have been paid in full and no Additional Administrative Expenses can become payable.

(b) DART shall be released from its obligation of payment of particular Obligations by either the full payment thereof or by defeasance in the manner described in Section 10.2.

Section 10.2. Discharge by Defeasance. (a) Subject to compliance with the requirements of subsection (b) of this Section, and of any Supplemental Resolution, DART reserves the right to discharge its obligations to pay the principal of, premium, if any, and interest and the purchase price (if tender provisions are applicable), on all or any portion of the Obligations and related Administrative Expenses and thereby to obtain a release of the terms, provisions, pledges and liens of this Resolution and any applicable Supplemental Resolutions as to all or any part of the Obligations (i) by depositing or causing to be deposited with a trustee or escrow agent moneys derived from any lawful source, expressly including the issuance of additional Obligations, which, together with the interest to be realized from the investment of such moneys in “Government Securities,” as defined in this Section, or in other investments authorized in subsection (b)(iii) of this Section, will be, as determined by a firm of independent and nationally recognized certified public accountants selected by DART, sufficient to pay the principal of, purchase price, if applicable, premium, if any, and interest on such Obligations to maturity, or to a date fixed by DART for the redemption of Bond Obligations or prepayment of Credit Agreement Obligations being defeased, and to pay interest thereon to maturity or to the date fixed for redemption or prepayment, as applicable, and to pay all Administrative Expenses as may be reasonably estimated by DART to become payable hereunder on account of the Obligations being discharged by defeasance, and (ii) by delivering to said Trustee or escrow agent irrevocable instructions of DART to make the payments described in subsections (b)(i), (b)(ii), and (b)(iii) of this Section by delivery to said trustee or escrow agent of a Certificate and an opinion of counsel selected by DART that all conditions precedent with respect to such defeasance have been complied with. Unless otherwise provided in a Supplemental Resolution, in connection with the defeasance of any Bond Obligations in accordance with this Section, the commitment of any related Credit Provider to advance funds under any related Credit Agreement shall terminate.

(b) To implement a defeasance of all or a part of the Obligations under subsection (a) above, DART shall make provision with said trustee or escrow agent for:

(i) the establishment of an irrevocable trust pursuant to a trust agreement creating a trust separate and apart from each applicable Outstanding Resolution, and shall therein deposit and maintain such moneys, Government Securities or other investments, interest earnings, profits and capital gains to be held by the Trustee or escrow agent for the exclusive benefit of the holders of the defeased Obligations and the payees of the related Administrative Expenses;

(ii) the payment, out of such moneys, Government Securities, and other investments to the Holders of the Obligations being defeased at their dates of maturity, or at the dates fixed for redemption or prepayment of principal, premium and interest owed on such Obligations to the dates of such maturity, redemption or prepayment; and

(iii) the investment of such moneys in Government Securities with all of such investments maturing in sufficient amounts and at such times as are necessary to make available the moneys required for the purposes stated in paragraph (ii), above, as determined by a firm of independent and nationally recognized certified public accountants selected by DART and acceptable to the Trustee.

(c) If Variable Interest Rate Obligations are to be defeased, such Obligations shall be assumed to bear interest at the Maximum Interest Rate for purposes of calculating the sufficiency of the defeasance escrow unless a lesser, actual rate to maturity or applicable redemption or prepayment date is ascertainable calculated on the basis of a 365-day year (or a 366-day year for those years that include February 29).

(d) After compliance with the requirements of subsections (a) and (b) of this Section, the Obligations, with respect to which moneys have been provided and investments have been made, shall no longer be Outstanding, and the terms, provisions, pledges and liens of this Resolution shall be automatically released as to such Obligations.

(e) For the purposes of this Section, "Government Securities" shall mean and be limited to (i) direct, non-callable obligations of the United States of America and securities that are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or to which direct obligations or guarantees the full faith and credit of the United States of America has been pledged, (ii) Refcorp interest strips, CATS, TIGRS, STRPS, and (iii) municipal bonds defeased with obligations described in clause (i) of this subsection (e) rated AAA by S& P or Aaa by Moody's, or their successors, or, if such firms are no longer issuing such ratings, the highest ratings granted by another nationally recognized rating agency.

Section 10.3. Retention of Certain Powers of Trustee. Notwithstanding the discharge of the lien hereof as to all or a portion of the Obligations, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient to accomplish the payment of amounts due or to become due on the Obligations.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.1. Secondary Market Disclosure, Annual Reports. (a) Subject to Section 11.3(a), DART shall provide annually to each NRMSIR and to any SID, within six (6) months after the end of each Fiscal Year ending in or after the calendar year 2001, financial information and operating data with respect to DART and the System of the general type included in the final official statement,

if any, that is approved by each Supplemental Resolution with respect to Bond Obligations that are subject to the Rule. The specific information that must be provided shall be as set forth in each Supplemental Resolution. The financial statements to be provided shall be audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If such audit is not complete within such period, DART shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to each NRMSIR and any SID. Thereafter, when and if audited financial statements become available, DART shall provide such audited financial statements to each NRMSIR and to any SID.

(b) If the Board changes DART's Fiscal Year, it will notify each NRMSIR and any SID of the change (and of the new Fiscal Year's ending date) prior to the next date by which DART would otherwise be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document if it is, at the time, available at the MSRB) that has theretofore been provided to each NRMSIR and any SID or filed with the SEC.

Section 11.2. Material Event Notices. (a) DART shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bond Obligations to which the Rule applies, if such event is material within the meaning of Applicable Law:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults;
- (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 or events affecting the tax exempt status of Bond Obligations that are sold by DART as tax-exempt Obligations;
- (vii) modifications to rights of Holders;
- (viii) calls for redemption of Bond Obligations;

- (ix) defeasances of Bond Obligations; and
- (x) releases, substitution, or sales of property securing the repayment of any Bond Obligations; and
- (xi) rating changes relating to Bond Obligations.

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

Section 11.3. Limitations, Disclaimers and Amendments. (a) DART shall be obligated to observe and perform the covenants specified in Sections 11.1, 11.2, and this Section, for so long as, but only for so long as, DART remains an “obligated person” with respect to Bond Obligations that are included within the meaning of the Rule, except that DART in any event will give notice of any deposit made in accordance with Article X that causes Obligations no longer to be Outstanding.

(b) The provisions of Sections 11.1, 11.2 and this Section are for the sole benefit of the Holders, and nothing in such sections, 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 Sections 11.1 and 11.2 and are not required to 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 Bond Obligations at any future date.

UNDER NO CIRCUMSTANCES SHALL DART BE LIABLE TO A HOLDER IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY DART, WHETHER NEGLIGENT OR WITHOUT FAULT ON THEIR PART, OF ANY COVENANT SPECIFIED IN SECTIONS 11.1 AND 11.2, 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.

(c) No default by DART in observing or performing their obligations under Sections 11.1 and 11.2 shall comprise a breach of or an Event of Default under this Resolution for purposes of any other provisions of this Resolution or a Supplemental Resolution.

(d) Nothing in Sections 11.1, 11.2, or this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of DART under Applicable Law.

(e) The provisions of Sections 11.1, 11.2 and this Section 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 only if (i) the provisions of said Sections, as so amended, would have permitted an underwriter to purchase or sell Bond Obligations in the primary offering of the Bond Obligations 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 Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Resolution as a Supplemental Resolution that authorizes such an amendment) of the Bond Obligations described in Section 11.1 that are Outstanding consent to such amendment, or (B) a person that is unaffiliated with DART (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders. If DART so amends said Sections, they 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.

Section 11.4. Meetings of Holders of Bond Obligations. (a) Meetings of Holders of Bond Obligations may be called, convened and held in accordance with this Section.

(b) A meeting of the Holders of Bond Obligations may be called for the following purposes:

(i) to give any notice to DART or to the Trustee, or to give any directions to the Trustee, or to waive or to consent to the waiving of any Event of Default hereunder and its consequences;

(ii) to remove the Trustee, or appoint a successor Trustee or apply to a court for a successor Trustee;

(iii) to consent to the execution of a Supplemental Resolution for which the consent of the Holders is required; or

(iv) to take any other action (A) authorized to be taken by or on behalf of the Holders of Bond Obligations of any specified aggregated principal amount of the Bond Obligations under this Resolution, or authorized or permitted by law, or (B) which the Trustee deems necessary or appropriate in connection with the administration of this Resolution.

(c) The Trustee may call a meeting of Holders of Bond Obligations to take any action specified in subsection (b), above. Notice setting forth the time and place of, and the action proposed to be taken at, such meeting shall be mailed by the Trustee to DART and to the Holders of all Outstanding Bond Obligations not less than ten nor more than 60 days prior to the date fixed for the meeting. Any meeting shall be valid without notice if the Holders of all Outstanding Bond Obligations are present in person or by proxy, or if notice is waived before or after the meeting by such Holders and if DART and the Trustee are either present or have, before or after the meeting, waived notice.

(d) In case at any time DART or the Holders of Bond Obligations of more than 50% in aggregate principal amount of the Bond Obligations then Outstanding shall have requested in writing that the Trustee call a meeting of Holders of Bond Obligations to take any action specified in subsection (b), above, and the Trustee shall not have mailed the notice of such meeting within 20 days after receipt of such request, then DART or the Holders of the Bond Obligations in the amount above specified may determine the time and place for such meeting and may call such meeting by mailing notice thereof.

(e) To be entitled to vote at any meeting of Holders of Bond Obligations, a person shall (i) be a Holder of one or more Obligations, or (ii) be a person appointed by an instrument in writing as proxy for such Holder. Unless the Trustee in its discretion shall determine otherwise, the only persons who shall be entitled to be present or to speak at any meeting shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and DART and their counsel.

(f) The Trustee may make such reasonable rules and regulations as it may deem advisable for any meeting, the appointment of proxies, and other evidence of the right to vote, to fix a record date and to provide for such other matters concerning the conduct of the meeting as it shall deem appropriate.

(g) At any meeting, each Holder of a Bond Obligation or proxy shall be entitled to one vote for each \$1,000 principal amount of Bond Obligations held by, or indebtedness owed to, him; provided, however, that DART shall not be entitled to vote any Bond Obligations held of record by it. At any meeting, the presence of persons holding or representing any number of Bond Obligations shall be sufficient for a quorum.

(h) Nothing in this Section shall be deemed or construed to authorize or permit, by reason of any call of a meeting, or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any rights conferred upon or reserved to the Holders of Bond Obligations under this Resolution.

(i) Whenever the Holders of a specified percentage in aggregate principal amount may take any action, the fact that the Holders of such percentage have acted may be evidenced by (i) instruments or similar tenor executed by the Holders in person or by attorney or written proxy, or (ii) the Holders voting in favor thereof at any meeting of Holders called and held in accordance with the provisions of these rules for meetings of Holders, or (iii) by a combination thereof. The Trustee may require proof of any matter concerning the execution of any instrument by a Holder of an Obligation or his attorney or proxy as it shall deem necessary.

Section 11.5. Conflicts. All resolutions, orders, actions or other proceedings of DART heretofore adopted or taken which are in conflict herewith are repealed to the extent of any such conflict.

Section 11.6. Resolution Not Repealable. After any Obligation shall be issued under this Resolution, this Resolution shall be and remain irrevocable until discharged in accordance with Article X.

Section 11.7. Effective Date and Modification of Resolution. The provisions of this Resolution may be modified by any Authorized Officer prior to the Effective Date to incorporate insubstantial and conforming changes that such officer finds and determines are necessary and appropriate to fulfill the purposes hereof. This Resolution shall take effect immediately upon the effectiveness of the First Supplemental Resolution.

Section 11.8. Appointment of Bondholder Representative. Each Supplemental Resolution authorizing a series of Bond Obligations may designate (or may set forth the means by which the Holders of that series of Obligations may appoint) a Bondholder Representative to represent the Holders of the series of Obligations authorized by such Supplemental Resolution at a time when there is no Credit Agreement in effect with respect to such series of Bond Obligations.

ADOPTED THIS 23rd DAY OF JANUARY, 2001.

Secretary, Board of Directors

Chairman, Board of Directors

APPROVED AS TO FORM

ATTEST:

DART Counsel

President/Executive Director

[SEAL]

ACCEPTANCE OF TRUST

The Trustee, acting by and through the below named duly authorized officers, hereby accepts the trusts imposed by this Resolution and agrees to perform the duties of Trustee hereunder, but only upon and subject to the express terms and conditions herein, on this ____ day of _____, 2001.

BANK ONE, NA, formerly
BANK ONE, TEXAS, N.A.

By: _____
Authorized Officer

ATTEST:

Authorized Officer