

OFFERING MEMORANDUM

Ratings:
Moody's: P-1
S&P: A-1

NEW ISSUE -- Book-Entry Only

This Offering Memorandum provides information on the Notes. For convenience, selected information is presented on this cover page. To make an informed decision regarding the Notes, a prospective investor should read this Offering Memorandum in its entirety.

**CITIES OF DALLAS AND FORT WORTH, TEXAS
DALLAS FORT WORTH INTERNATIONAL AIRPORT
SUBORDINATE LIEN JOINT REVENUE
COMMERCIAL PAPER NOTES, SERIES I (TAXABLE)**

Authorized Maximum Principal Amount	\$750,000,000
Note Ratings	As of the date of this Offering Memorandum, Moody's Investors Service, Inc. has assigned a rating to the Notes of "P-1" and S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, has assigned a rating to the Notes of "A-1". See "RATINGS" herein.
Maturity Dates	Each Note will mature on a Business Day not later than 270 days after the date of issuance of such Note.
Offering Price	The Notes will be offered at par.
Interest/Original Issue Discount	Interest on a Note is payable at maturity.
Tax Treatment	Interest on the Notes is includible in gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended. See "TAX TREATMENT" herein.
Notes Not Subject to Redemption	The Notes are <u>not</u> subject to redemption prior to their maturity dates.
Security	The Notes are Subordinate Lien Obligations payable from and secured solely by the Pledged Funds and Pledged Revenues of the Dallas Fort Worth International Airport, deposited to the Subordinate Lien Debt Service Fund and from the proceeds from the sale of other Notes, if any. Other than money and investments held from time to time by the Issuing and Paying Agent in the Note Payment Fund, the Notes are not secured by a lien on or a security interest in any other funds or assets of the Airport or the Cities. See "Security and Payment of Notes."
	There is no letter of credit, standby purchase agreement or other liquidity or credit facility for the Notes.
Denominations	\$100,000 and \$1,000 increments above \$100,000.
Issuing and Paying Agent	The Bank of New York Mellon Trust Company, N.A.
Registration	Full book-entry only; The Depository Trust Company ("DTC"), New York, New York.

DEALERS

JEFFERIES	LOOP CAPITAL MARKETS
RBC CAPITAL MARKETS	WELLS FARGO SECURITIES

October 28, 2019

The Dealers have provided the following sentence for inclusion in this Offering Memorandum. The Dealers have reviewed the information in this Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Dealers do not guarantee the accuracy or completeness of such information.

No broker, dealer, salesperson or any other person has been authorized by the Cities, the Airport or the Dealers to give any information or to make any representation other than those contained in this Offering Memorandum in connection with an offering of the Notes; and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. The Offering Memorandum does not constitute an offer of the securities offered hereby to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful. Certain information contained herein has been obtained from DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by the Cities, the Airport or the Dealers. The information herein speaks as of the date hereof except as otherwise noted and is subject to change without notice. Neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof.

This Offering Memorandum, including any information incorporated herein by reference, contains statements that, to the extent they are not recitations of historical fact, may constitute “forward-looking statements,” as such term is defined in Section 21E of the Securities Exchange Act of 1934. In this respect, such forward-looking statements are identified by the use of the words “estimate,” “project,” “anticipate,” “expect,” “intend” or “believe” or the negative thereof or other variations thereon or comparable terminology. Such forward-looking information addresses certain events and matters subject to risks and uncertainties. A number of important factors, including factors affecting the Airport’s financial condition and factors which are otherwise unrelated thereto, could cause actual results to differ materially from those stated in such forward-looking statements. THE CITIES AND THE AIRPORT DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS CHANGE, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

The Notes have not been registered under the Securities Act of 1933, as amended, in reliance upon the Section 3(a)(4) exemption contained therein, nor has the Commercial Paper Agreement been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such Act.

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OFFERING MEMORANDUM

Relating To

**CITIES OF DALLAS AND FORT WORTH, TEXAS
DALLAS FORT WORTH INTERNATIONAL AIRPORT
SUBORDINATE LIEN JOINT REVENUE
COMMERCIAL PAPER NOTES, SERIES I (TAXABLE)**

INTRODUCTION

This Offering Memorandum, which includes the cover page, the appendices and the matters incorporated by specific reference herein, contains information concerning the Dallas Fort Worth International Airport Subordinate Lien Joint Revenue Commercial Paper Notes, Series I (Taxable) (the “Notes”), to be issued by the Cities of Dallas and Fort Worth, Texas (the “Cities”) from time to time in a maximum aggregate principal amount not to exceed \$750,000,000 outstanding at any one time.

The Notes are being issued pursuant to (i) the Master Bond Ordinance adopted by the Cities of Dallas and Fort Worth, Texas (collectively, the “Cities”), effective as of September 22, 2010 (as amended, the “Master Bond Ordinance”), (ii) the Fifty-Fifth Supplemental Concurrent Bond Ordinance, effective September 10, 2019 (the “Fifty-Fifth Supplement”), (iii) the Fifty-Sixth Supplemental Concurrent Bond Ordinance, effective September 10, 2019 (the “Fifty-Sixth Supplement”) and (iv) the Officer’s Pricing Certificate.

Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Master Bond Ordinance, Fifty-Fifth Supplement or Fifty-Sixth Supplement.

Proceeds of the Notes (net of all expenses and costs of sale and issuance) may be used by the Airport for any one or more of the following purposes as directed by an Authorized Officer: (i) for the payment and redemption or purchase of Outstanding Notes, Subordinate Lien Obligations or Obligations at or before maturity and the refunding of any Advances (evidenced by a Promissory Note) under a CP Credit Agreement, if any, and (ii) for the purpose of financing Costs of the Airport of Eligible Projects.

The purchase of the Notes involves a degree of risk. Prospective purchasers should carefully consider the material under “Certain Investment Considerations” in the Official Statement which is incorporated herein (see “Inclusion by Specific Reference”) herein. The Airport’s ability to generate Pledged Revenues in an amount sufficient to pay debt service on the Notes depends upon sufficient levels of aviation activity and passenger traffic at the Airport.

THE PROGRAM

The Airport will enter into Dealer Agreements with Jefferies LLC, Loop Capital Markets, RBC Capital Markets, LLC and Wells Fargo Bank, N.A. to serve as the initial dealers (the “Dealers”) for the Notes. See “THE DEALER AGREEMENTS” herein. The Cities have appointed the Bank of New York Mellon Trust Company, N.A., to serve as Issuing and Paying Agent for the Notes and have appointed The Depository Trust Company (“DTC”) to serve as securities depository for the Notes.

The Dealers have provided the following information for inclusion in this Offering Memorandum: The Dealers and their respective affiliates are full-service financial institutions engaged in various activities, that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Dealers and their respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Dealers and their respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Cities or the Airport. The Dealers and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities

offering or other offerings of the Cities or the Airport. The Dealers and their respective affiliates may make a market in credit default swaps with respect to municipal securities in the future.

INCLUSION BY SPECIFIC REFERENCE

In connection with the offering and sale of \$1,167,060,000 Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Taxable Series 2019A, the Dallas Fort Worth International Airport Board (the "Board") on behalf of and at the direction of the Cities authorized and approved an Official Statement, dated August 7, 2019 (the "Official Statement"). A copy of the Official Statement was filed with Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access ("EMMA") system at <https://emma.msrb.org/ER1246746-ER975042-ER1376203.pdf>. Subject to the information contained elsewhere herein, portions of such Official Statement are included herein by specific reference, namely the information under the following captions:

SECURITY FOR THE BONDS
PASSENGER FACILITY CHARGES
THE AIRPORT
OPERATIONAL INFORMATION
RATE SETTING AND FINANCIAL KEY PERFORMANCE INDICATORS
NON-AIRLINE BUSINESS UNITS INFORMATION
CAPITAL PROJECTS
CASH AND INVESTMENTS (excluding Tables 17 and 18)
RETIREMENT PLANS
ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) REPORT
RISK MANAGEMENT AND INSURANCE
THE AIRLINES
AIRLINE AGREEMENTS
FEDERAL REGULATIONS REGARDING RATES AND CHARGES DISPUTES
FEDERAL GRANTS-IN AID
CERTAIN INVESTMENT CONSIDERATIONS
FINANCIAL STATEMENTS
FORWARD-LOOKING STATEMENTS
APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE
APPENDIX C – ANNUAL FINANCIAL REPORT
APPENDIX D – DTC INFORMATION
APPENDIX E – BOOK-ENTRY SYSTEM AND GLOBAL CLEARANCE PROCEDURES

THE NOTES

General Description

Each Note will be dated the date it is issued. The Notes will be issued in denominations of \$100,000 and increments of \$1,000 above \$100,000 and will be sold at par. Each Note will be issued in book-entry form only through the book-entry system of DTC. Under this system, no physical commercial paper notes are issued or delivered other than one master note certificate, which is held by the Issuing and Paying Agent on behalf of DTC. Payment of principal of and interest, if any, on each Note will be made to DTC and then distributed by DTC. See "BOOK-ENTRY-ONLY SYSTEM" below.

Each Note will mature on a Business Day not later than 270 days after the date of issuance of such Note. The maturity date of each such Note shall be determined by the Authorized Officer, in consultation with the Dealers, on the date of issuance of the Note. A Business Day is a day other than a Saturday, Sunday or other day on which banking institutions located in the State of Texas or in the city that the Designated Office of the Issuing and Paying Agent or the Dealers are located are authorized or required by law to close.

The Notes will be issued as interest bearing obligations. Interest on the Notes shall be calculated on the basis of the actual number of days elapsed over a 360-day year. Different interest rates may be determined for Notes maturing on the same date. Interest on a Note will be payable on the maturity date of such Note.

Any interest rate borne by the Notes shall not exceed the *lesser* of: (i) the maximum interest rate permitted under laws of the State of Texas (the "State") applicable to the Notes from time to time in effect; and (ii) 9.00% per annum (the "Maximum Rate").

Notes Not Subject to Redemption

The Notes are not subject to redemption prior to maturity.

Book-Entry System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered certificate will be issued for each maturity of the Notes in the aggregate principal amount of such maturity, and will be deposited with DTC. For additional information with respect to DTC see **APPENDIX D – "DTC INFORMATION"** and **APPENDIX E - "DTC Book-Entry System and Global Clearance Procedures"** in the Official Statement.

Issuing and Paying Agent

The Bank of New York Mellon Trust Company, N.A., is the initial Issuing and Paying Agent (the "Issuing and Paying Agent") for the Notes. The Cities retain the right to replace the Issuing and Paying Agent. The Cities covenant to maintain and provide an Issuing and Paying Agent at all times while the Notes are outstanding, and any successor Issuing and Paying Agent shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Issuing and Paying Agent for the Notes. Upon any change in the Issuing and Paying Agent for the Notes, the Cities agree to promptly cause a written notice thereof to be sent to each registered Owner of the Notes by the United States mail, first class, postage prepaid, which notice shall also give the address of the new Issuing and Paying Agent.

SECURITY AND PAYMENT OF NOTES

Pledge

The Notes are payable from (i) the proceeds from the sale of Subordinate Lien Obligations (including other Notes) or Obligations issued for the purpose of refunding and retiring Notes, the proceeds of which are required to be deposited to the Note Payment Fund held by the Issuing and Paying Agent; (ii) Subordinate Lien Revenues required by the Master Bond Ordinance (Section 5.2(b)(v)) to be deposited to the Subordinate Lien Debt Service Fund; and (iii) lawfully available funds of the Airport. The Notes are on a parity with Subordinate Lien Holders (including additional Notes), and Credit Providers holding Credit Agreement Obligations related thereto that may be issued or entered into in the future, and Persons to whom Administrative Expenses are owed. See **Appendix B** to the Official Statement **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE – Funds and Flow of Funds,"** and **"OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT."**

Pledged Revenues include as Gross Revenues the revenues received by the Airport from the rentals, fees and charges collected from the "Signatory Airlines" (as listed and defined in the Official Statement) and other airlines and from other non-airline sources. For the definitions of Pledged Revenues, Pledged Funds, Gross Revenues and Special Revenues see **APPENDIX B** to the Official Statement – **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE–Selected Definitions"** and **APPENDIX A** hereto – **"EXCERPTS OF CERTAIN PROVISIONS OF THE FIFTY-FIFTH SUPPLEMENTAL BOND ORDINANCE."**

Liquidity Support

The Notes are **not** currently supported by a credit or liquidity facility or line or letter of credit. The Board will notify each Dealer and the holders of outstanding Notes prior to entering into a CP Credit Agreement (as defined in the Fifty-Sixth Supplement) to provide the Airport with liquidity with respect to its obligations under the Notes. If a CP Credit Agreement is entered into it will not be with respect to or in support of Notes that are then outstanding.

In order to manage its liquidity obligations, the Board has adopted a Debt Policy that, among other matters, provides that (i) the principal amount of variable rate debt, including commercial paper, will not exceed 65% of the Airport's total unrestricted cash and investments and any third party liquidity agreements; (ii) the total principal amount of self-liquidity variable rate debt (including the Notes) may not exceed \$150 million maturing within a five-day period; and (iii) annually, the Board will request standby authorization from the Cities to issue refunding bonds in an amount sufficient to refund all anticipated outstanding variable rate debt having self-liquidity. The complete Debt Policy is on the Airport's website and can be found at https://www.dfwairport.com/cs/groups/webcontent/documents/webasset/p3_110225.pdf. The Board reserves the right to make changes to the Debt Policy in the future.

The table below reflects the unrestricted and restricted cash balances by primary source available to pay lawful purposes of the Airport, including operating expenses of the Airport and the principal and interest on Notes not paid with the proceeds of other Notes, Subordinate Lien Obligation or Obligations.

Cash and Investment Balances (Unaudited, in millions)

	As of August 31*		As of September 30 (Fiscal Year End)				
	2019	2018	2018	2017	2016	2015	2014
Unrestricted Cash and Investments							
Operating revenue and expense fund	\$ 421	\$ 399	\$ 326	\$ 306	\$ 283	\$ 248	\$ 211
Capital improvement fund	331	362	428	446	444	422	419
PFIC	172	111	113	106	88	75	76
Total unrestricted cash/investments	924	872	867	858	815	745	706
Restricted Cash and Investments							
Passenger facility charges	15	21	21	18	31	34	22
Bond/construction funds	285	513	492	400	746	971	1,505
Debt Service Fund	259	251	292	253	219	207	200
Debt Service Reserve Fund	309	335	331	328	330	326	325
PFIC	23	20	20	15	13	13	11
Other	3	2	2	2	2	2	1
Total restricted cash/investments	894	1,141	1,158	1,016	1,341	1,553	2,064
Total DFW cash/investments	1,818	2,013	2,025	1,874	2,156	2,298	2,770
Operating Expenses	\$ 497	\$ 460	\$ 527	\$ 499	\$ 489	\$ 439	\$ 424
Unrestricted Cash and Investments/Ops Exps - Days	622	634	600	628	608	620	607

Source: DFW Airport Finance Department records.

*Such amounts reflect a GAAP market-to-market adjustment as of September 30, 2018 and 2017, respectively.

**Investments
as of August 31, 2019**

<u>Type of Investment</u>	<u>Percentage of Portfolio</u>	<u>Book Value (\$ in millions)</u>	<u>Market Value (\$ in millions)</u>
Cash and Cash Equivalents	26%	\$ 477	\$ 477
U.S. Treasuries	%	\$ -	\$ -
Commercial Paper	0%	\$ 8	\$ 8
Agencies	70%	\$ 1,277	\$ 1,278
Municipals	4%	\$ 65	\$ 65
Guaranteed Investment Contracts	%	\$ -	\$ -
Certificates of Deposit	%	\$ -	\$ -
Total	100%	\$ 1,827	\$ 1,828

Rate Covenant

In the Master Bond Ordinance and the Fifty-Fifth Supplement the Cities have covenanted that the Board will fix and place into effect, directly or through leases, contracts or agreements with users of the Airport, a schedule of rentals, rates, fees and charges for the use, operation and occupancy of the Airport premises and facilities and related services (collectively, the “Airport Rates”) which is reasonably estimated to produce the amounts set forth in the following two paragraphs (the “Rate Covenant”). From time to time and as often as it appears necessary, the Authorized Officers will make recommendations to the Board as to the revision of the Airport Rates. Upon receiving such recommendations, the Board will revise, insofar as it may legally do so, the Airport Rates for the use, operation and occupancy of the Airport, its facilities, and related services in order to continually fulfill the requirements set forth in the Master Bond Ordinance. This Rate Covenant is not to be construed to require adjustment or revision in long-term agreements which by their terms are not subject to adjustment or revision.

The schedule of rentals, rates, fees and charges required above shall be at least sufficient to produce in each Fiscal Year Gross Revenues sufficient to pay (i) the Operation and Maintenance Expenses, plus (ii) 1.25 times the amount of Accrued Aggregate Debt Service, during each Fiscal Year, respectively, plus (iii) an amount equal to 1.10 times the amount of Subordinate Lien Accrued Aggregate Debt Service (including debt service with respect to the Notes), plus (iv) an amount equal to the amounts required by the terms of an Additional Supplemental Ordinance.

Additionally, such schedule shall be at least sufficient to produce in each Fiscal Year Current Gross Revenues sufficient to pay the amounts provided in clauses (i), (iii) and (iv) of the paragraph immediately above, plus 1.00 times the amount of Accrued Aggregate Debt Service accruing during each Fiscal Year, respectively.

The Board will cause all rentals, fees, rates and charges pertaining to the Airport to be collected when and as due, will prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment for the rental, use, operation and occupancy of and services by the Airport, and will provide methods of collection and penalties to the end that the Gross Revenues and the Current Gross Revenues will be adequate to meet these respective requirements.

A significant portion of Gross Revenues is generated from payments from airlines using the Airport. For a discussion of the current agreements with the Signatory Airlines, see “**AIRLINE AGREEMENTS**” and “**CERTAIN INVESTMENT CONSIDERATIONS**” in the Official Statement.

Additional Subordinate Lien Obligations

The Cities may not issue Additional Subordinate Lien Obligations unless the Board delivers the following certifications and orders (see the Official Statement – “**SECURITY FOR THE BONDS- Additional Obligations**”

with respect to the requirements for the issuance of Obligations having a lien on Pledged Revenues and Pledged Funds that are superior to the Notes):

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

(A) All conditions precedent have been satisfied which are provided for in the Fifty-Fifth Supplement and in each Additional Supplemental Ordinance, the provisions of which relate to or further restrict the issuance of Additional Subordinate Lien Obligations; and

(B) No Event of Default has occurred and is then continuing under the Fifty-Fifth Supplement or under any Additional Supplemental Ordinances that will not be cured by the issuance of the Additional Subordinate Lien Obligations; and

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

(iii) A Certificate executed by an Authorized Officer, except in the case of (A) below, in which case an Airport Consultant's report shall be sufficient, certifying that the Cities have received at least one of the following:

(A) Either an Airport Consultant's written report or certificate executed by an Authorized Officer setting forth projections of Gross Revenues and Operation and Maintenance Expenses, and the report indicates that (I) the estimated Subordinate Lien Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Subordinate Lien Debt Service is due on or with respect to the Additional Subordinate Lien Obligations proposed to be issued, and for the payment of all of which provision has not been made as indicated in the report of such Airport Consultant or the certificate of the Authorized Officer from the proceeds of such Additional Subordinate Lien Obligations and/or from interest that has been capitalized from the proceeds of previously issued Subordinate Lien Obligations, are equal to at least 110% of the Subordinate Lien Debt Service that will be due and owing and scheduled to be paid during each of such three (3) consecutive Fiscal Years, after taking into consideration any additional Subordinate Lien Debt Service to be paid during such period on or with respect to the Additional Subordinate Lien Obligations then proposed to be issued and any reduction in Subordinate Lien Debt Service that may result from the issuance thereof, and after applying the Standard Assumptions with respect to Outstanding or proposed Subordinate Lien Interim Obligations or Subordinate Lien Variable Interest Rate Obligations, and (II) the schedule of rentals, rates and charges then in effect meets the

requirements of Section 6.3 of the Fifty-Fifth Supplement (see "Appendix A" hereto); or

(B) A certificate, executed by an Authorized Officer showing that (I) for either the Board's most recent complete Fiscal Year, or for any consecutive twelve (12) out of the most recent eighteen (18) months, the Subordinate Lien Revenues were equal to at least 110% of the maximum Subordinate Lien Debt Service on or with respect to all Outstanding Subordinate Lien Obligations and Credit Agreement Obligations related thereto scheduled to be paid during the then current or any future Fiscal Year after taking into consideration the issuance of the Additional Subordinate Lien Obligations then proposed to be issued, and after applying the Standard Assumptions with respect to Outstanding or proposed Subordinate Lien Interim Obligations or Subordinate Lien Variable Interest Rate Obligations, and (II) the schedule of rentals, rates and charges then in effect meets the requirements of Section 6.3(c) hereof.

OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT

Outstanding Joint Revenue Bonds

As of October 1, 2019, \$6,272,280,000 in aggregate principal amount of Joint Revenue Bonds are outstanding. See "**Schedule of Outstanding Obligations.**" Joint Revenue Bonds and any future "Obligations" and "Parity Credit Agreement Obligations" (as such terms are defined in Master Bond Ordinance) have a lien on Pledged Revenues and Pledged Funds that is superior to the lien on Subordinate Lien Obligations (including the Notes).

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Schedule of Outstanding Obligations

Series	Original Principal Amount	Principal Amount Outstanding	Final Maturity (Nov 1)
2009A	281,005,000	4,480,000	2019
2010A	304,395,000	-	2045
2011A	111,355,000	39,385,000	2021
2011C	151,840,000	146,205,000	2035
2011D	221,750,000	208,885,000	2035
2012B	433,770,000	396,445,000	2035
2012C	274,925,000	267,475,000	2045
2012D	475,000,000	475,000,000	2042
2012E	300,495,000	10,460,000	2035
2012F	270,535,000	17,450,000	2035
2012G	294,080,000	282,550,000	2035
2012H	480,000,000	480,000,000	2045
2013A	372,240,000	57,705,000	2045
2013B	450,000,000	450,000,000	2050
2013C	242,000,000	242,000,000	2045
2013D	416,315,000	348,065,000	2033
2013E	225,310,000	148,255,000	2033
2013F	251,960,000	236,575,000	2033
2013G	109,060,000	104,570,000	2043
2014A	201,515,000	196,750,000	2032
2014B	222,910,000	222,910,000	2045
2014C	124,285,000	122,065,000	2045
2014D	78,430,000	60,995,000	2027
2014E	97,315,000	79,195,000	2027
2016	280,430,000	205,430,000	2021
2017	302,370,000	302,370,000	2024
2019A	1,167,060,000	1,167,060,000	2045
		6,272,280,000	

Subordinate Lien Obligations

Other than the Notes issued from time to time, no Subordinate Lien Obligations are currently outstanding. For a description of Subordinate Lien Obligations, see Official Statement, **APPENDIX B - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Additional Indebtedness - Subordinate Lien Obligations,"** and Appendix A hereto - **"PERMITTED AIRPORT INDEBTEDNESS - - Right to Issue Additional Subordinate Lien Obligations ."**

TAX TREATMENT

The Notes are not obligations described in section 103 of the Internal Revenue Code of 1986 (the “Code”), and accordingly any interest (or amounts treated as interest) on the Notes is includible in gross income of the holders of the Notes for federal income tax purposes under the Code. Investors should consult with their tax advisors with respect to any federal, state and local tax consequences of the purchase, ownership, receipt of interest on, or disposition of the Notes. McCall, Parkhurst & Horton, L.L.P., bond counsel to the Airport, will not express any opinion as to any such tax consequences.

THE DEALER AGREEMENTS

The Airport will enter into Dealer Agreements with Jefferies LLC, Loop Capital Markets, RBC Capital Markets, LLC, and Wells Fargo Bank, N.A. (the “Dealers”) whereby the Dealers will undertake to serve as dealers for the Notes. The Dealers will be paid an annual quarterly in arrears fee based on the principal amount and maturity of the Notes sold or placed by it.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, N.A., acting through its Municipal Products Group (“WFBNA”), a Dealer for the Notes, utilizes the distribution capabilities of its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“WFA”), for the distribution of certain securities offerings, including the Notes. WFBNA has entered into an agreement (the “WFSLLC Distribution Agreement”) with its affiliate, Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the Notes. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on WFSLLC’s municipal securities transactions. WFBNA, WFSLLC and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

If you require any other information or have any questions, please contact the Dealers at:

Jefferies 520 Madison Avenue 3 rd Floor New York, NY 10022 Attn: Short-Term Municipal Securities (212) 336-7105 Muni_short-term_desk@jefferies.com	RBC Capital Markets Two Embarcadero Center 12 th Floor San Francisco, CA 94111 Attn: Tom Yang (415) 445-8206 tom.a.vang@rbccm.com	Loop Capital Markets 440 Louisiana St. Suite 900 Houston, TX 77002 Attn: Curtis Flowers (713) 652-4979 curtis.flowers@loopcapital.com	Wells Fargo Securities 150 East 42 nd St. 25 th Floor New York, NY 10017 Attn: Kevin Carney (212) 214-6721 kevin.g.carney@wellsfargo.com
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RATINGS

As of the date hereof, Moody’s Investors Service, Inc. (“Moody’s”) has assigned a rating of “P-1” to the Notes and S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”) has assigned a rating of “A-1” to the Notes. As of the date hereof, Moody’s has assigned a rating of “A1” to the Airport’s Outstanding Senior Lien Obligations and S&P has assigned a rating of “A+” to the Airport’s Outstanding Senior Lien Obligations.

These ratings reflect only the views of such organizations. Any explanation of the significance of a rating may only be obtained from the rating service furnishing such rating. There is no assurance a rating will be maintained for any period of time. A rating may be lowered or withdrawn entirely by the rating service if, in its judgment, circumstances so warrant. Any downgrade or withdrawal of a rating on the Notes may have an adverse effect on their market price. Investors should check the current rating of the Notes in connection with any investment decision.

LEGAL MATTERS

Certain legal matters will be passed upon by McCall, Parkhurst & Horton L.L.P., Bond Counsel and by Bracewell LLP and West & Associates L.L.P., Co-Disclosure Counsel for the Airport.

ABSENCE OF MATERIAL LITIGATION

There is no litigation pending, or to the knowledge of the Airport threatened, seeking to restrain or enjoin the issuance or delivery of the Notes or questioning or affecting the validity of the Notes or the proceedings and authority under which they are to be issued or which in any manner questions the authority of the Airport to engage in the transactions relating to the execution and delivery of the Issuing and Paying Agency Agreement and the Dealer Agreement or which would have a materially adverse financial effect on the Airport. Neither the creation, organization or existence of the Airport, nor the title of the present members or other officers of the Airport to their respective offices, is being contested.

ADDITIONAL INFORMATION; CONTINUING DISCLOSURE

The offering of the Notes is not subject to the continuing disclosure requirements of SEC Rule 15c2-12, as amended (the "Rule"), and accordingly the Airport has not entered into an agreement to provide continuing disclosure for the benefit of the holders of the Notes. The Airport currently has certain continuing disclosure obligations under the Rule related to certain of its presently outstanding Obligations, which the Airport satisfies by filing with the Municipal Securities Rulemaking Board at <http://emma.msrb.org>. The Airport's continuing disclosure obligation with respect to such Obligations will terminate when such Obligations are paid or deemed paid in full. The Airport periodically makes financial and related information available on its website, but it is not obligated to do so, and any such information so posted is not incorporated by reference herein unless expressly stated.

MISCELLANEOUS

Any statements made in this Offering Memorandum involving matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact. The information and expressions of opinion in this Offering Memorandum are subject to change without notice, and future use of this Offering Memorandum shall not otherwise create any implication that there has been no change in the matters referred to herein since the date hereof. Use of this Offering Memorandum shall also not create any implication there has been no change in the matters referred to in any document or appendices to documents referenced herein from the date of such document or appendix. Copies of the documents mentioned in this paragraph relating to the Notes are on file at the offices of DFW Airport.

The Airport has reviewed the information contained herein and has approved all such information for use in this Offering Memorandum.

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APPENDIX A

EXCERPTS OF CERTAIN PROVISIONS OF THE FIFTY-FIFTH SUPPLEMENTAL BOND ORDINANCE

DEFINITIONS

For all purposes of the Fifty-Fifth Supplement and all Additional Supplemental Ordinances related to Subordinate Lien Obligations, the following terms and definitions shall apply, shall be controlling, and shall have the following meanings and terms not otherwise defined herein shall have the meanings set forth in the Master Bond Ordinance, to-wit

Additional Subordinate Lien Obligations – means, other than the Subordinate Lien Initial Interim Obligations, one or more series of bonds, notes, commercial paper obligations, or other evidences of indebtedness permitted by Applicable Law and issued by the Cities on a parity as to the Pledged Revenues and Pledged Funds with the Subordinate Lien Obligations for lawful purposes as permitted by Section 3.1.

Obligation Register - means, as to each series of Subordinate Lien Obligations, the register or registers maintained pursuant to the Fifty-Fifth Supplement.

Outstanding - when used with reference to Subordinate Lien Obligations, including Subordinate Lien Obligations acquired by a Credit Provider with the proceeds of a Credit Agreement, means, as of any date, Subordinate Lien Obligations theretofore or thereupon being authenticated and delivered under an Additional Supplemental Ordinance, except:

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

(ii) Subordinate Lien 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 under Sections 5.8 of the Fifty-Fifth Supplement or Section 9.1 of the Master Bond Ordinance 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) Subordinate Lien Obligations in lieu of or in substitution for which other Subordinate Lien Obligations have been authenticated and delivered pursuant to the Fifty-Fifth Supplement or an Additional Supplemental Ordinance; and

(iv) Subordinate Lien Obligations for which payment has been provided by defeasance in accordance with Section 9.2.

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

Paying Agent - means any paying agent for a series or issue of Subordinate Lien Obligations and its successor or successors.

Principal Payment Date(s) - means the date or dates upon which Subordinate Lien Principal Installments are due as specified in an Additional Supplemental Ordinance, to and including the Stated Maturity Date of a Subordinate Lien Obligation.

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

Registrar - means any registrar for Subordinate Lien Obligations appointed pursuant to Section 4.5 (which may include the Paying Agent and its successors or assigns).

Standard Assumptions - means the assumptions that are applicable to Subordinate Lien Interim Obligations and to Subordinate Lien Variable Interest Rate Obligations, as set forth and described in the Fifty-Fifth Supplement.

Stated Maturity Date - means the date on which a Subordinate Lien Obligation matures and the full amount owed thereon is in all events due and payable, as specified in Additional Supplemental Ordinances.

Subordinate Lien Accrued Aggregate Debt Service - means, for any Subordinate Lien Debt Service Accrual Period, or other period stated herein, an amount equal to the sum of the Subordinate Lien Debt Service with respect to all Outstanding Subordinate Lien Obligations and related Credit Agreement Obligations related thereto accruing during that Subordinate Lien Debt Service Accrual Period.

Subordinate Lien Accrued Aggregate Interest - means that portion of Subordinate Lien Accrued Aggregate Debt Service applicable to interest on Subordinate Lien Obligations and related Credit Agreement Obligations and accruing during a Subordinate Lien Debt Service Accrual Period and transferred to the Subordinate Lien Debt Service Fund pursuant to Section 5.2(b)(v) of the Master Bond Ordinance. Such term shall include amounts payable to the counterparty under a related Swap Agreement to the extent such amounts exceed the applicable amount of interest on the Subordinate Lien Obligations, but does not include termination fees or other similar charges with respect to related Credit Agreement Obligations.

Subordinate Lien Accrued Aggregate Principal - means that portion of Subordinate Lien Accrued Aggregate Debt Service applicable to Subordinate Lien Principal Installments of Subordinate Lien Obligations and principal amounts owed under related Credit Agreement Obligations accruing during a Subordinate Lien Debt Service Accrual Period and transferred to the Subordinate Lien Debt Service Fund pursuant to Section 5.2(b)(v) of the Master Bond Ordinance.

Subordinate Lien Aggregate Debt Service - means, for any period and as of any date of calculation, the sum of the interest and Subordinate Lien Principal Installments payable with respect to Subordinate Lien Obligations and the principal amount of and interest on any related Credit Agreement Obligations payable, in each case, during such period. The calculation of Subordinate Lien Principal Installments accruing shall be determined as provided in paragraph (ii) of the definition of Subordinate Lien Debt Service, except that the period for the calculation shall be substituted for the Subordinate Lien Debt Service Accrual Period.

Subordinate Lien Debt Service - means for each Subordinate Lien Debt Service Accrual Period with respect to a series of Subordinate Lien Obligations, and related Credit Agreement Obligations, an amount equal to the sum of:

(i) interest accruing on each series of Outstanding Subordinate Lien Obligations, including as to Subordinate Lien Interim Obligations and to each series of Subordinate Lien Variable Interest Rate Obligations, if any, the amount estimated by an Authorized Officer that will accrue during the Subordinate Lien Debt Service Accrual Period based on the applicable Standard Assumptions, and excluding interest funded or projected by an Authorized Officer to be funded from the proceeds of Additional Subordinate Lien Obligations; and

(ii) that portion of the next maturing Subordinate Lien Principal Installment for each series of Outstanding Subordinate Lien Obligations which will accrue during the Subordinate Lien Debt Service Accrual Period, other than a Subordinate Lien Principal Installment of or with respect to Subordinate Lien Interim Obligations that are to be paid either with the proceeds of other Subordinate Lien Obligations or with funds provided by a Credit Provider, and other than amounts scheduled to be paid by a counter party to a related Swap Agreement that is not in default. For the purpose of determining the amount of the next maturing Subordinate Lien Principal Installment that will accrue during the Subordinate Lien Debt Service Accrual Period, the Board and the Paying Agent shall assume that the Subordinate Lien Principal Installment accrues daily in equal amounts from the next preceding Subordinate Lien Principal Installment due date. If there is no preceding Subordinate Lien Principal Installment due date with respect to the series of Subordinate Lien Obligations, the Subordinate Lien 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 Subordinate Lien Principal Installment due date of that series, or (B) the date of issuance of that series. The Board and the Paying Agent shall further assume that no Subordinate Lien Obligations of the series will cease to be Outstanding except by reason of the payment, through defeasance or otherwise, of each Subordinate Lien Principal Installment on the due date thereof; and

(iii) all amounts due and payable on related Credit Agreement Obligations during the Subordinate Lien Debt Service Accrual Period, including interest amounts payable by the Cities or the Board under a related Swap Agreement during the Subordinate Lien Debt Service Accrual Period above the amount of

interest accruing on a series of Subordinate Lien Obligations during such period, so long as the counterparty to the related Swap Agreement is not in default.

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

Subordinate Lien Debt Service Accrual Period - means the period commencing, as applicable, on the date of issuance of a series or issue of Subordinate Lien Obligations or the execution of related Credit Agreements or on the day following the most recent Subordinate Lien Interest Payment Date or Principal Payment Date, and ending on, but including, the last day of the calendar month prior to the next succeeding Subordinate Lien Interest Payment Date or Principal Payment Date thereafter; provided, however, with respect to provision for the final payment of any one or more of the Subordinate Lien Obligations or related Credit Agreement Obligations, such accrual period with respect to such Subordinate Lien Obligations or related Credit Agreement Obligations may be shortened to a period sufficient to provide for the payment of such Subordinate Lien Obligations or related Credit Agreement Obligations in full when due. The Board may adjust the Subordinate Lien Debt Service Accrual Period from time to time, by the terms of Additional Supplemental Ordinances or otherwise, in order to assure that all Subordinate Lien Obligations and related Credit Agreement Obligations are paid in full when due.

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

Subordinate Lien Holder - means the registered owner of a Subordinate Lien Obligation according to an Obligation Register.

Subordinate Lien Initial Interim Obligations – means the Subordinate Lien Interim Obligations issued pursuant to the Fifty-Sixth Supplement and authorized herein.

Subordinate Lien Interim Obligations - mean Subordinate Lien Obligations (i) for or with respect to which no Subordinate Lien Principal Installments are required to be made other than on the Stated Maturity Date thereof, and (ii) which are authorized by an Additional Supplemental Ordinance which declares the Cities' intent, at the time of issuance, to refund or refinance all or a part of the same prior to or on such Stated Maturity Date, including commercial paper, notes, and similar Subordinate Lien Obligations.

Subordinate Lien Interest Payment Date(s) - means the date or dates on which interest on Subordinate Lien Obligations or related Credit Agreement Obligations is payable, as said date or dates are specified in Additional Supplemental Ordinances.

Subordinate Lien Maximum Interest Rate - means, with respect to particular Subordinate Lien Variable Interest Rate Obligations or related Credit Agreement Obligations bearing a Variable Interest Rate, a numerical or other statement of the rate of interest, which shall be set forth in the Additional

Supplemental Ordinance authorizing such Subordinate Lien Obligations, or in a related Credit Agreement with respect to Credit Agreement Obligations, in each case being the maximum rate of interest such Subordinate Lien Obligations or related Credit Agreement 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.

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

Subordinate Lien Obligations – means the Subordinate Lien Initial Interim Obligations hereby authorized and bonds, notes, commercial paper obligations or other evidences of indebtedness issued pursuant to and in accordance with the Master Bond Ordinance.

Subordinate Lien Principal Installment - means, with respect to Subordinate Lien Obligations or related Credit Agreement Obligations, any amounts, other than interest payments, including any Subordinate Lien Sinking Fund Installments, which are stated to be due or required to be made on or with respect to a Subordinate Lien Obligation or related Credit Agreement Obligation, which, when made, would reduce the amount of the Subordinate Lien Obligation or series of Subordinate Lien Obligations that remain Outstanding or would retire and pay the same in full, and which are not otherwise paid from other funds of the Airport or from the proceeds of other obligations of the Airport, including Subordinate Lien Obligations.

Subordinate Lien Rebate Fund - means any fund established by an Additional Supplemental Ordinance in connection with the issuance of any Subordinate Lien 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 Fifty-Fifth Supplement, the Board and the Cities are 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 the Cities may include in Additional Supplemental Ordinances covenants relating to Tax-Exempt Obligations, to a Subordinate Lien 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 an Additional Supplemental Ordinance.

Subordinate Lien Revenues - mean those Pledged Revenues that are deposited into the Subordinate Lien Debt Service Fund as directed by Section 5.2(b)(v) of the Master Bond Ordinance.

Subordinate Lien Sinking Fund Installment - means, with respect to any series of Subordinate Lien Obligations, the portion of the Subordinate Lien Accrued Aggregate Debt Service required by an Additional Supplemental Ordinance to be deposited to the 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 Outstanding Subordinate Lien Obligations of said series having a stated maturity after said future date. Said future date is deemed to be the date when such Subordinate Lien Sinking Fund Installment is due and payable.

Subordinate Lien Variable Interest Rate Obligations - mean Subordinate Lien Obligations or related Credit Agreement Obligations which bear a Variable Interest Rate.

Swap Agreement - means a Credit Agreement with respect to a series of Subordinate Lien Obligations pursuant to which the Cities or the Board agrees to pay to a qualified counter party an amount

of money in exchange for the counter party's promise to pay 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 counter party 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 Outstanding Subordinate Lien Obligation without reference to any related Credit Agreement.

Tax-Exempt Obligation - means any Subordinate Lien 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.

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 a series of Subordinate Lien Obligations or related Credit Agreement Obligations, all as specified in an Additional Supplemental Ordinance or Credit Agreement.

PURPOSES, PLEDGE AND SECURITY

Section 2.1 Purposes of Fifty-Fifth Supplement and Contract with Subordinate Lien Holders. The purposes of the Fifty-Fifth Supplement are (i) to institute a program for the issuance of Subordinate Lien Obligations, and (ii) to prescribe other matters and the general rights of the Subordinate Lien Holders, the Cities, the Board, and Credit Providers in relation to such obligations and related Credit Agreement Obligations.

Section 2.2 Pledge and Security for Subordinate Lien Obligations and Related Credit Agreement Obligations. (a) The Cities irrevocably pledge (i) the Pledged Revenues, and (ii) the Pledged Funds (A) to the payment of the principal and any Redemption Price of, and the interest and any premiums on, all Subordinate Lien Obligations which are or may be Outstanding from time to time, (B) to the payment of all Credit Agreement Obligations related to Subordinate Lien Obligations, (C) to the payment of all Administrative Expenses related thereto, and (D) to the establishment and maintenance of the Subordinate Lien Debt Service Fund, and any other special trust funds or accounts which are ordered to be created by an Additional Supplemental Ordinance related to Subordinate Lien Obligations, at the times and for the periods and purposes provided in the Fifty-Fifth Supplement, in an Additional Supplemental Ordinance related to Subordinate Lien Obligations, and in any Credit Agreement with regard to Credit Agreement Obligations related thereto.

(b) The provisions, covenants, subordinate pledge and lien on and against the Pledged Revenues and the Pledged Funds, as herein set forth, are established and shall be for the equal benefit, protection and security of Subordinate Lien Holders, the Credit Providers holding Credit Agreement Obligations related thereto, and the Persons to whom Administrative Expenses are owed, due and payable, without distinction as to priority and rights under the Fifty-Fifth Supplement.

(c) The Subordinate Lien Obligations, all related Credit Agreement Obligations and all Administrative Expenses related thereto shall constitute special obligations of the Cities, payable solely from, and secured solely by, a subordinate pledge of and lien on the Pledged Revenues and Pledged Funds, and not from any other revenues, properties or income of the Cities or the Board. Subordinate Lien Obligations, Credit Agreement Obligations related thereto, and associated Administrative Expenses related thereto shall not constitute debts or obligations of the State or of the Cities, and the Subordinate Lien Holders, the Credit Providers, and Persons to

whom Administrative Expenses are owed shall be limited to the amounts pledged for such payments and never have the right to demand payment from any other revenues, properties or income of the Cities or of the Board.

(d) Subordinate Lien Obligations and related Credit Agreement Obligations that are declared by an Additional Supplemental Ordinance to be on a parity with Subordinate Lien Obligations shall be payable from the funds and accounts established pursuant to Section 5.2(b)(v) of the Master Bond Ordinance and shall be junior and subordinate to the superior pledge of and lien on Pledged Funds and Pledged Revenues in favor of the Prior Obligations, Outstanding Obligations, Additional Obligations, and Parity Credit Agreement Obligations.

Section 2.3 Source of Payment of Operation and Maintenance Expenses. The Cities and the Board are obligated to pay Operation and Maintenance Expenses from the revenues remaining after satisfying the deposit requirements of Section 5.2(b) of the Master Bond Ordinance, and the Cities are not required or obligated to pay any Operation and Maintenance Expenses from any other revenues, properties, taxes, or income of the Cities.

Section 2.4 Security Agreement. (a) The Fifty-Fifth Supplement is and shall continuously be and constitute a security agreement establishing a subordinate lien on and security interest in the Pledged Revenues and Pledged Funds in favor of the Subordinate Lien Holders and the Credit Providers holding Credit Agreement Obligations related thereto pursuant to Applicable Law. The grant, assignment, lien, pledge and security interest created herein on and against the Pledged Revenues and Pledged Funds shall become effective immediately upon and from the time of payment for and delivery of the Subordinate Lien Initial Interim Obligations, Additional Subordinate Lien Obligations and Credit Agreement Obligations related thereto, and the same shall be continuously effective for so long as any Subordinate Lien Obligations are Outstanding, and any Credit Agreement Obligation and Administrative Expenses related thereto are unpaid.

(b) Such grants, assignments, lien, pledge and security interest shall be fully effective as to Pledged Revenues and Pledged Funds on hand, and all Pledged Revenues shall be subject thereto on and as of the day or date on which they are owed to or collected by any party for the account of the Board or the Cities.

PERMITTED AIRPORT INDEBTEDNESS

Section 3.1 Right to Issue Additional Subordinate Lien Obligations. (a) In addition to the Subordinate Lien Initial Interim Obligations which are hereby authorized, the Cities reserve the right to issue debt securities for the purpose of improving, constructing, replacing, or otherwise extending the Airport, or for the purpose of refunding or refinancing any debt or obligation of or relating to the Airport permitted by Applicable Law. When such debt securities are issued in accordance with this Section, and in conformity with the requirements of Sections 3.2 and 3.3, and with the provisions of any Additional Supplemental Ordinance imposing additional restrictions thereon, they shall constitute AAdditional Subordinate Lien Obligations@ and will be on a parity and of equal quality and dignity as to the subordinate lien and right to the Pledged Revenues and Pledged Funds under the Fifty-Fifth Supplement with any Subordinate Lien Obligations that will remain Outstanding, and any Credit Agreement Obligations related thereto that will remain unpaid, after their issuance.

(b) Additional Subordinate Lien Obligations may be issued or created from time to time when and to the extent not prohibited or restricted by related Credit Agreements, if any.

(c) Additional Subordinate Lien Obligations may be issued in any manner and in any form and denominations and having any terms permitted by Applicable Law, and may be sold for cash or issued for such other consideration as may be permitted by Applicable Law.

(d) Additional Supplemental Ordinances may further restrict the time, the manner and the requirements in or under which Additional Subordinate Lien Obligations and related Credit Agreements may be issued, created, or executed.

Section 3.2 Terms of Additional Subordinate Lien Obligations. Additional Subordinate Lien Obligations shall be authorized in Additional Supplemental Ordinances. The Additional Supplemental Ordinances shall specify the details and terms of the Additional Subordinate Lien Obligations, and may contain such provisions as the Cities deem appropriate and not in conflict with the Master Bond Ordinance, the Fifty-Fifth Supplement or with earlier Additional Supplemental Ordinances. The Fifty-Fifth Supplement does hereby authorize the issuance of the Notes authorized in the Fifty-Sixth Supplement.

Section 3.3 Conditions Precedent to Issuance of Additional Subordinate Lien Obligations. (a) No Additional Subordinate Lien Obligations shall be issued under the Fifty-Fifth Supplement unless the following instruments shall be executed:

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

(A) All conditions precedent have been satisfied which are provided for in the Fifty-Fifth Supplement and in each Additional Supplemental Ordinance, the provisions of which relate to or further restrict the issuance of Additional Subordinate Lien Obligations; and

(B) No Event of Default has occurred and is then continuing under the Fifty-Fifth Supplement or under any Additional Supplemental Ordinances that will not be cured by the issuance of the Additional Subordinate Lien Obligations; and

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

(iii) A Certificate executed by an Authorized Officer, except in the case of (A) below, in which case an Airport Consultant's report shall be sufficient, certifying that the Cities have received at least one of the following:

(A) Either an Airport Consultant's written report or certificate executed by an Authorized Officer

setting forth projections of Gross Revenues and Operation and Maintenance Expenses, and the report indicates that (I) the estimated Subordinate Lien Revenues for each of three (3) consecutive Fiscal Years beginning with the first Fiscal Year in which Subordinate Lien Debt Service is due on or with respect to the Additional Subordinate Lien Obligations proposed to be issued, and for the payment of all of which provision has not been made as indicated in the report of such Airport Consultant or the certificate of the Authorized Officer from the proceeds of such Additional Subordinate Lien Obligations and/or from interest that has been capitalized from the proceeds of previously issued Subordinate Lien Obligations, are equal to at least 110% of the Subordinate Lien Debt Service that will be due and owing and scheduled to be paid during each of such three (3) consecutive Fiscal Years, after taking into consideration any additional Subordinate Lien Debt Service to be paid during such period on or with respect to the Additional Subordinate Lien Obligations then proposed to be issued and any reduction in Subordinate Lien Debt Service that may result from the issuance thereof, and after applying the Standard Assumptions with respect to Outstanding or proposed Subordinate Lien Interim Obligations or Subordinate Lien Variable Interest Rate Obligations, and (II) the schedule of rentals, rates and charges then in effect meets the requirements of Section 6.3(c); or

(B) A certificate, executed by an Authorized Officer showing that (I) for either the Board=s most recent complete Fiscal Year, or for any consecutive twelve (12) out of the most recent eighteen (18) months, the Subordinate Lien Revenues were equal to at least 110% of the maximum Subordinate Lien Debt Service on or with respect to all Outstanding Subordinate Lien Obligations and Credit Agreement Obligations related thereto scheduled to be paid during the then current or any future Fiscal Year after taking into consideration the issuance of the Additional Subordinate Lien Obligations then proposed to be issued, and after applying the Standard Assumptions with respect to Outstanding or proposed Subordinate Lien Interim Obligations or Subordinate Lien Variable Interest Rate Obligations, and (II) the schedule of rentals, rates and charges then in effect meets the requirements of Section 6.3(c).

(b) The Cities may include in each Additional Supplemental Ordinance authorizing the issuance of Additional Subordinate Lien Obligations minimum reserve requirements and other terms related thereto.

Section 3.4 Subordination of Subordinate Lien Obligations. The pledge of the Pledged Revenues and the Pledged Funds to the payment of and as security for the Subordinate Lien Obligations and Credit Agreement Obligations related thereto are subordinate in every respect to Prior Obligations, Outstanding Obligations, Additional Obligations, and Parity Credit Agreement Obligations. Subordinate Lien Obligations and Credit Agreement Obligations related thereto are payable solely from the money on deposit from time to time in the special fund or account created pursuant to and in the priority of Section 5.2(b)(v) of the Master Bond Ordinance. Unless expressly set forth herein, all rights of Subordinate Lien Holders are subordinate to the rights of Holders of Prior Obligations, Outstanding Obligations and Additional Obligations and of Credit Providers holding Parity Credit Agreement Obligations.

SPECIAL FUNDS, USES OF MONEYS

Section 5.1 Creation of Subordinate Lien Debt Service Fund and Subordinate Lien Debt Service Account. (a) Pursuant to Sections 3.5 and 5.2(b)(v) of the Master Bond Ordinance, the Cities hereby establish and create the Subordinate Lien Debt Service Fund. Within such fund, there is hereby created the Subordinate Lien Debt Service Account.

The Cities may authorize the creation of special or general accounts within the Subordinate Lien Debt Service Fund in addition to the Subordinate Lien Debt Service Account and may prescribe the terms applicable thereto in Additional Supplemental Ordinances; provided however, that the Board may authorize special or general accounts within the Subordinate Lien Debt Service Fund for accounting purposes.

(b) The Subordinate Lien Debt Service Fund, and any and all accounts created therein, if any, are special trust funds, to be held by the Board for the benefit of Subordinate Lien Holders, the Credit Providers holding Credit Agreement Obligations related thereto, and Persons to whom Administrative Expenses are owed, due and payable.

Section 5.2 Adjustments in Transfer Requirements. (a) Amounts required to be transferred to the Subordinate Lien Debt Service Fund by subsection 5.2(b)(v) of the Master Bond Ordinance for such monthly period shall be reduced by an amount equal to the total of any moneys already on deposit in the Subordinate Lien Debt Service Fund and in any account created therein, and after taking into account investment earnings actually realized and on deposit therein (inclusive of accrued interest and amortization of original issue discount or premium), excess deposits made on account of Subordinate Lien Variable Interest Rate Obligations and the assumed interest rates thereof, and money deposited therein from the proceeds of Subordinate Lien Obligations as capitalized interest or otherwise. 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 then due and owing on the Subordinate Lien Obligations and Credit Agreement Obligations related thereto when due and payable.

(b) In the event the counterparty to a Swap Agreement related to Subordinate Lien Obligations becomes obligated to make payments to the Board, such amounts shall be deposited to the Subordinate Lien Debt Service Fund.

Section 5.3 Uses of Subordinate Lien Debt Service Fund. (a) The Board shall pay, out of the Subordinate Lien Debt Service Fund, to the respective Paying Agents for any of the Subordinate Lien Obligations from time to time Outstanding, or directly to a Credit Provider holding a Credit Agreement Obligation related thereto, as applicable (i) on the date specified in the Additional Supplemental Ordinances

or Credit Agreements related to Subordinate Lien Obligations pursuant to which Credit Agreement Obligations are created, but in no event later than each Subordinate Lien Interest Payment Date, the amount (as determined by each Paying Agent or other party designated in each applicable Additional Supplemental Ordinance) required for the payment of interest on the Subordinate Lien Obligations or Credit Agreement Obligations related thereto due on such Subordinate Lien Interest Payment Date, and (ii) on the date specified in the Additional Supplemental Ordinances or Credit Agreements related thereto pursuant to which Credit Agreement Obligations are created, but in no event later than the redemption date, the amount required for the payment of accrued interest on Subordinate Lien Obligations or Credit Agreement Obligations related thereto to be redeemed or paid unless the payment of such accrued interest shall be otherwise provided for. Such amounts paid to Paying Agents shall be held and applied by the Paying Agents as directed in Section 5.7.

(b) The Board shall pay, out of the Subordinate Lien Debt Service Fund, to the respective Paying Agents, on the dates specified in each related Additional Supplemental Ordinance, but in no event later than each Principal Payment Date for any of the Subordinate Lien Obligations from time to time Outstanding or Credit Agreement Obligations related thereto coming due, the amount (as determined by each Paying Agent or other party designated in each applicable Additional Supplemental Ordinance) required for the payment of any Subordinate Lien Principal Installments and any Redemption Price that are due on Subordinate Lien Obligations, and similar amounts that are due and payable on Credit Agreement Obligations related thereto on such Principal Payment Date and such amounts paid to Paying Agents or Credit Providers shall be held and applied by the Paying Agents or Credit Providers as directed in each Additional Supplemental Ordinance.

(c) The amount accumulated in the Subordinate Lien Debt Service Fund for each Subordinate Lien Sinking Fund Installment may, and if so directed and authorized by an Additional Supplemental Ordinance shall, be applied prior to a day preceding the due date of such Subordinate Lien Sinking Fund Installment, as fixed in the Additional Supplemental Ordinance, to:

(i) the purchase of Subordinate Lien Obligations of the series and maturity for which such Subordinate Lien Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the Redemption Price payable from Subordinate Lien Sinking Fund Installments for such Subordinate Lien Obligations when such Subordinate Lien 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 Additional Supplemental Ordinance, or

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

(d) If a stated Subordinate Lien Interest Payment Date or a Principal Payment Date, or a date fixed for redemption of Subordinate Lien Obligations or Credit Agreement Obligations related thereto, shall not be a Business Day, then the Subordinate Lien Interest Payment Date, Principal Payment Date or redemption date shall be deemed to be the next succeeding Business

Day and no interest shall accrue between the stated day and the applicable succeeding Business Day.

Section 5.4 Debt Service Reserve Fund. The Cities may create and establish a Subordinate Lien debt service reserve fund in Additional Supplemental Ordinances. The Additional Supplemental Ordinance can establish terms, deposit and disbursement requirements and other terms related thereto.

Section 5.5 Restoration of Deficiencies. Should the Subordinate Lien Debt Service Fund or any related reserve fund, or any other fund or account of any of the types described in subsection 5.2(b) of the Master Bond Ordinance, including subsection 5.2(b)(v) thereof, contain less than the amount required to be on deposit therein, then such deficiency shall be restored from Pledged Revenues over a period not longer than sixty (60) months, and further transfers to the Capital Improvements Fund pursuant to subsection 5.2(d) of the Master Bond Ordinance shall be suspended until such deficiency has been restored; provided, however, that the restoration of deficiencies related to Subordinate Lien Obligations shall continue to be subordinate in priority.

Section 5.6 Investment of Funds and Accounts. (a) Subject to restrictions set forth in a Credit Agreement relating to Subordinate Lien Obligations, if any, amounts in any fund or account created herein may, to the extent permitted by Applicable Law, be invested in Investment Securities. All investments shall be made by or upon written instruction of an Authorized Officer in accordance with Applicable Law and the Board=s investment policy approved by the Board from time to time. 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 avoid loss in the event of a need for funds, the Board may, in lieu of a liquidation of investments in the fund or account needing funds, 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 the Fifty-Fifth Supplement, obligations purchased as an investment of moneys in any fund or account created in or confirmed by the Fifty-Fifth Supplement 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 earnings may be used as provided in an Additional Supplemental Ordinance or as may be directed by an Authorized Officer.

(c) Except as otherwise provided in the Fifty-Fifth Supplement, the Board 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 the Fifty-Fifth Supplement 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.

(d) To the extent not invested in Investment Securities, funds and accounts shall be fully secured in the same manner as is required for the public funds of the Board.

Section 5.7 Effect of Deposits With Paying Agents. (a) Whenever Pledged Revenues shall be on deposit with a Paying Agent in the amounts required herein or in an Additional Supplemental Ordinance, then the Cities and the Board shall be released from any further obligations of payment of the interest on or the principal or Redemption Price of Subordinate Lien Obligations with respect to which the deposits and transfers were made. The Subordinate Lien Holders 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 or Redemption Price of the applicable Subordinate Lien Obligations from such moneys.

(b) Moneys transferred to a Paying Agent shall be set aside and continuously held uninvested (unless otherwise provided in an Additional Supplemental Ordinance) 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 Subordinate Lien Obligations with respect to which such transfers were made and upon demand for such payment by the proper Subordinate Lien Holders. 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) Subordinate Lien 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.

(d) Notwithstanding the provisions of subsection (a) and (b) of this Section, an Additional Supplemental Ordinance may require the payment of amounts deposited with the Paying Agent to be paid to a Credit Provider if offsetting and comparable amounts are deposited by the Credit Provider with the applicable Paying Agent for the purpose of making direct payment to the Subordinate Lien Holders.

Section 5.8 Construction Fund. Except as otherwise provided herein or in an Additional Supplemental Ordinance, moneys deposited in the Construction Fund and the moneys within said fund shall be used solely for the purpose of defraying a part of the Costs of the Airport.

Section 5.9 Disbursements from Construction Fund. Disbursements from the Construction Fund shall be made pursuant to the customary practices of the Airport. All disbursements from the Construction Fund shall be accounted for and recorded in the appropriate records of the Airport.

Section 5.10 Completion. When improvements made with Subordinate Lien Obligation proceeds shall have been completed in accordance with the plans and specifications therefor, and when all amounts due therefor, including all proper incidental expenses, shall have been paid, the Authorized Officer shall file with the Board a certificate so stating, and thereupon the Board shall cause the transfer of all moneys remaining in the Construction Fund, if any, to the Capital Improvements Fund.

GENERAL COVENANTS AND REPRESENTATIONS

Section 6.1 Budgets and Expenditures. (a) For each Fiscal Year hereafter, the Board shall, in accordance with the terms, provisions and requirements of the Contract and Agreement, prepare and annually submit to the Cities an annual budget containing estimates of expenditures and anticipated Gross Revenues for the next ensuing Fiscal Year.

(b) All Operation and Maintenance Expenses shall be reasonable and the total expenditures for the purchase of services, goods or commodities shall not exceed in any year the total expenditures thus set forth in the annual budget except on the express approval of the Board and the Cities in accordance with the Contract and Agreement.

Section 6.2 Payment of Subordinate Lien Obligations. The Cities agree promptly to pay the principal of and the interest on every Subordinate Lien Obligation at the place, on the dates, and in the manner specified in the Additional Supplemental Ordinances.

Section 6.3 Rates, Charges and Free Use of Land. The Cities covenant and agree as follows:

(a) The Board shall fix, place into effect, directly or through leases, contracts or agreements with users of the Airport, a schedule of rentals, rates, fees and charges for the use, operation and occupancy of the Airport premises and Facilities and the services appertaining thereto, which is reasonably estimated to produce the amounts provided in paragraphs (b) and (c), next below. From time to time and as often as it shall appear necessary, the Chief Executive Officer of the Airport and other Authorized Officers shall make recommendations to the Board as to the revision of the schedule of rentals, rates, fees and charges. Upon receiving such recommendations, the Board shall revise, insofar as it may legally do so, the rentals, rates, fees and charges for the use, operation and occupancy of the Airport, its Facilities, and the services appertaining thereto in order continually to fulfill the requirements of this covenant. This covenant shall not be construed to require adjustment or revision in long-term agreements which by their terms are not subject to adjustment or revision;

(b) The schedule of rentals, rates, fees and charges required by paragraph (a), next above, shall be at least sufficient to produce in each Fiscal Year Gross Revenues sufficient to pay (i) the Operation and Maintenance Expenses, plus (ii) 1.25 times the amount of Accrued Aggregate Debt Service accruing during each Fiscal Year, respectively, plus (iii) an amount equal to 1.10 times the amount of Subordinate Lien Accrued Aggregate Debt Service, and plus (iv) any additional amounts required by the terms of an Additional Supplemental Ordinance;

(c) The schedule of rentals, rates, fees and charges required by paragraph (a), next above, shall be at least sufficient to produce in each Fiscal Year Current Gross Revenues sufficient to pay the amounts provided in clauses (i), (iii) and (iv) of subsection (b), next above, plus 1.00 times the amount of Accrued Aggregate Debt Service accruing during each Fiscal Year, respectively;

(d) The Board shall cause all rentals, fees, rates and charges pertaining to the Airport to be collected when and as due; shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment for the rental, use, operation and occupancy of and services by the Airport, and shall provide methods of collection and penalties to the end that the Gross Revenues and the Current Gross Revenues shall be adequate to meet the respective requirements hereof; and

(e) To the full extent lawfully permissible, no free use of the land, public roads and ways comprising a part of the Airport shall be allowed or permitted for commercial purposes by private or commercial concerns providing direct service to the traveling public, and no rights-of-way, easements, access or uses on or across said lands or public roads and ways for commercial purposes shall be granted except through easements, franchises or permits granted, and for consideration fixed, by the Board.

Section 6.4 Books, Audits, Inspection. (a) So long as any Subordinate Lien Obligations or Credit Agreements related thereto remain outstanding, proper books of record and account will be kept by the Board, separate and apart from all other records and accounts of the Cities, showing complete and correct entries of all transactions relating to the Airport.

(b) The Board shall, after the close of each Fiscal Year, cause an audit of such books and accounts to be made by an independent accountant. Each such audit will be available for inspection by any Subordinate Lien Holder and any Credit Provider holding Credit Agreement Obligations related thereto.

Section 6.5 Representations as to Pledged Funds and Pledged Revenues. (a) The Cities represent and warrant that they are authorized by Applicable Law to adopt the Fifty-Fifth Supplement and to pledge on a subordinate basis the Pledged Funds and Pledged Revenues in the manner and to the extent provided in the Master Bond Ordinance and the Fifty-Fifth Supplement.

(b) The Subordinate Lien Obligations and the provisions of the Fifty-Fifth Supplement are and will be the valid and legally enforceable special obligations of the Cities in accordance with their terms and the terms of the Fifty-Fifth Supplement and the Master Bond Ordinance, subject only to any applicable bankruptcy or insolvency laws or to any Applicable Law affecting creditors rights generally.

(c) The Cities shall at all times, to the extent permitted by Applicable Law, defend, preserve and protect the pledge of the Pledged Funds and Pledged Revenues and all the rights of the Subordinate Lien Holders and the Credit Providers under the Fifty-Fifth Supplement and all Credit Agreements related thereto against all claims and demands of all persons whomsoever. Notwithstanding anything to the contrary, it is acknowledged that all right of the Subordinate Lien Holders and Credit Providers holding Credit Agreement Obligations related thereto are junior and subordinate to the Holders of Prior Obligations, Outstanding Obligations and Additional Obligations and any Credit Providers holding Parity Credit Agreement Obligations.

Section 6.6. Transfers of Airport and Facilities. (a) So long as any Subordinate Lien Obligations are outstanding and unpaid, the Cities shall not sell, transfer, or in any manner dispose of or otherwise alienate, any part of the property comprising the Airport. It is provided, however, that:

(i) the Cities may acquire additional property as an extension to the Airport additional to that reflected within the preliminary boundaries contained in the Board=s over-all preliminary plan of the Airport and shall be authorized to grant rights of foreclosure in connection with mortgages, pledges, or other encumbrances of the land or revenues thereof fixed in connection with such acquisition and the Special Facilities to be placed therein, such mortgages and

pledges being hereby authorized subject to the restrictions applicable to Special Facilities;

(ii) the Cities shall have the right to sell or otherwise dispose of any property, real or personal, which shall be no longer necessary, appropriate or required for the use of, profitable to, or for the best interests of the Board in operation of the Airport. The net proceeds of any sale pursuant to this provision shall be used for the purpose of replacing properties or equipment at the Airport, if necessary, or shall be deposited into the Capital Improvements Fund; except that the proceeds from the sales of surplus land may be distributed to the Cities as a return of capital under the Contract and Agreement.

(b) Notwithstanding the provisions of paragraph (a), next above, the Cities retain, reserve, and shall have the right and privilege of transferring, selling, leasing or disposing of the entire properties and Facilities constituting the Airport to another political body or political sub-division of the State of Texas which shall be authorized by law to own and operate airports, subject to the following conditions, to-wit:

(i) The governing body of such political entity by lawfully adopted and effective ordinance, order, resolution or by other appropriate action, shall expressly and unequivocally assume each and every, all and singular, the covenants, obligations, duties and responsibilities of the Cities and the Board imposed by the Master Bond Ordinance and all ordinances supplemental hereto or adopted in connection with the issuance of any future issues of Subordinate Lien Obligations.

(ii) If such properties and Facilities comprising the Airport shall be sold to such political body and such sale shall be on a deferred-payment basis, such deferred payment shall be junior and subordinate to all payments required herein to be made to or on account of any Subordinate Lien Obligations from time to time outstanding; or, if the purchase price is to be made in cash at the time of sale, no part thereof shall be or shall have been derived from Gross Revenues.

Section 6.7. The Contract and Agreement. The Cities hereby covenant and agree for the benefit of the Subordinate Lien Holders that they shall honor, fulfill, and enforce the Contract and Agreement between themselves. The Cities reserve the right by mutual agreement to additionally amend or supplement the Contract and Agreement from time to time in such respects as they shall consider appropriate so long as the effect of such amendment will not be to impair or diminish the rights of the Subordinate Lien Holders; and they shall have the right to dissolve the Contract and Agreement upon transfer of the Airport in accordance with Section 6.6(b).

Section 6.8. Land Title and Rights. No funds from the proceeds of Subordinate Lien Obligations shall be paid for labor or to contractors, builders or material men on account of the construction, improvement or enlargement of the Airport unless such improvements or enlargements are located on lands good and marketable title to which shall be owned or can be acquired by the Cities in fee simple, or over which the Cities shall have acquired or can acquire easements or rights sufficient for the purposes of such improvements and enlargements. Additionally, no payments shall ever be made from the proceeds of any Subordinate Lien Obligations for the acquisition of real property or any interest therein unless and until the Cities shall have received an opinion of the City Attorneys of the Cities to the effect that upon acquisition all necessary and good and sufficient title to such property or the interest therein to be acquired, free and clear of encumbrances, will be vested in the Cities and shall be subject to the control and jurisdiction of the Board pursuant to the terms of the Contract and Agreement.

EVENTS OF DEFAULT

Section 7.1 Description. Each of the following occurrences or events for the purposes of the Fifty-Fifth Supplement shall be and is hereby declared to be an AEvent of Default,@ to-wit:

(i) The failure to make payment of the Subordinate Lien Principal Installment of any of the Subordinate Lien Obligations when the same shall become due and payable;

(ii) The failure to pay any installment of interest on Subordinate Lien Obligations when the same shall become due and payable;

(iii) The failure to pay when due any amounts, whether principal, interest, or other payment, that are due and owing on any Credit Agreement Obligations related to Subordinate Lien Obligations and such failure shall continue for a period of sixty (60) days after the due date thereof;

(iv) Default in any covenant, undertaking, or commitment contained in the Contract and Agreement, the failure to perform which materially affects the rights of the Subordinate Lien Holders, including, but not limited to, their prospect or ability to be repaid in accordance with the terms and provisions of the Fifty-Fifth Supplement, and the continuation thereof for a period of sixty (60) days after written notice of such default by any Subordinate Lien Holder.

(v) The Cities or the Board shall discontinue or unreasonably delay or fail to carry out with reasonable dispatch the reconstruction of any part of the Airport which shall be destroyed or damaged and which shall materially affect the revenue producing capacity thereof;

(vi) An order or decree shall be entered by a court of competent jurisdiction with the consent and acquiescence of the Cities appointing a receiver or receivers for the Airport or of the rentals, rates, revenues, fees or charges derived therefrom; or if any order or decree having been entered without the consent and acquiescence of the Cities shall not be vacated or discharged or stayed on appeal within ninety (90) days after entry;

(vii) The Cities shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Subordinate Lien Obligations, or a Credit Agreement Obligation related to Subordinate Lien Obligations, or in the Fifty-Fifth Supplement, or in an Additional Supplemental Ordinance related to Subordinate Lien Obligations, and if such default shall

continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Cities or to the Board by Subordinate Lien Holders of not less than two percent (2%) in aggregate principal amount of the Subordinate Lien Obligations then Outstanding, or by a Credit Provider that is granted the authority to give and to withdraw such notices under the terms of an Additional Supplemental Ordinance related to Subordinate Lien Obligations.

Section 7.2 Remedies for Defaults. Only to the extent (1) Obligations, Additional Obligations and Parity Credit Agreement Obligations are no longer Outstanding or (2) Subordinate Lien Holders have received the written consent of a majority of the Holders, can any of the below remedies be enforced or exercised. Subject to the previous sentence, upon the happening and continuance of any of the Events of Default as provided in Section 7.1, then and in every case any Subordinate Lien Holder and any Credit Provider holding Credit Agreement Obligations related thereto, including, but not limited to, a trustee or trustees therefor, may proceed against the Cities and the Board, for the purpose of protecting and enforcing the rights of the Subordinate Lien Holders and Credit Providers holding Credit Agreement Obligations related thereto under the Fifty-Fifth Supplement and any Additional Supplemental Ordinance related to Subordinate Lien Obligations, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained in the Fifty-Fifth Supplement or in any Additional Supplemental Ordinance related to Subordinate Lien Obligations, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of the Subordinate Lien Holders or of Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations or any combination of such remedies. It is provided, however, that all of such proceedings at law or in equity shall be instituted, strictly subject to the provisions of the Fifty-Fifth Supplement, and shall be had and maintained for the equal benefit of all Subordinate Lien Holders, and, as applicable, the Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations. Each right or privilege of any Subordinate Lien Holders and of any Credit Provider holding a Credit Agreement Obligation (or trustee therefor) related to Subordinate Lien Obligations shall be in addition to and cumulative of any other right or privilege and the exercise of any right or privilege by or on behalf of any Subordinate Lien Holders or Credit Provider holding Credit Agreement Obligations related to Subordinate Lien Obligations shall not be deemed a waiver of any other right or privilege thereof.

AMENDMENTS TO ORDINANCE

Section 8.1 Limitations on Modifications. The Fifty-Fifth Supplement 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. Notwithstanding anything to the contrary, Subordinate Lien Holders acknowledge that their rights, including the ability to modify the Fifty-Fifth Supplement, are subordinate to the rights and powers of Holders and Credit Providers holding Parity Credit Agreement Obligations. Moreover, any rights and powers set forth in this Article VIII are subordinate to and cannot conflict with the rights of Holders and Credit Providers holding Parity Credit Agreement Obligations as set forth in the Master Bond Ordinance.

Section 8.2 Additional Supplemental Ordinances Without Subordinate Lien Holders= Consent. (a) Subject to any limitations contained in an Additional Supplemental Ordinance related to Subordinate Lien Obligations, the Cities may, from time to time and at any time, adopt and implement Additional Supplemental Ordinances related to Subordinate Lien Obligations without consent of or notice to the Subordinate Lien Holders, for the following purposes:

(i) To cure any formal defect, omission or ambiguity in the Fifty-Fifth Supplement if such action is not adverse to the interest of the Holders or to the Credit Providers holding Parity Credit Agreement Obligations or Subordinate Lien Holders or Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations;

(ii) To grant to or confer upon the Subordinate Lien Holders of any series of Subordinate Lien Obligations 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 Fifty-Fifth Supplement or the Master Bond Ordinance as theretofore in effect and is not adverse to the interest of the Holders or to the Credit Providers holding Parity Credit Agreement Obligations or Subordinate Lien Holders or Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations;

(iii) To add to the covenants and agreements of the Cities and the Board in the Fifty-Fifth Supplement, other covenants and agreements to be observed by the Cities and the Board which are not contrary to or inconsistent with the Master Bond Ordinance or the Fifty-Fifth Supplement as theretofore in effect;

(iv) To add to the limitations and restrictions in the Fifty-Fifth Supplement, other limitations and restrictions to be observed by the Cities which are not contrary to or inconsistent with the Fifty-Fifth Supplement or the Master Bond Ordinance as theretofore in effect and are not adverse to the interest of the Holders or to the Credit Providers holding Parity Credit Agreement Obligations or Subordinate Lien Holders or Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations;

(v) To confirm, as further assurance, any pledge or lien created or to be created by the Fifty-Fifth Supplement, of the Pledged Funds and Pledged Revenues, or to subject to the lien or pledge of the Fifty-Fifth Supplement or Master Bond Ordinance additional revenues, properties or collateral;

(vi) To authorize the issuance of the Additional Subordinate Lien Obligations and to prescribe the terms, forms and details thereof not inconsistent with the Fifty-Fifth Supplement and the Master Bond Ordinance and, in connection therewith, to create such additional funds and accounts, and to effect such amendments of the Master Bond Ordinance or the Fifty-Fifth Supplement as may be necessary for such issuance, provided that no Additional Supplemental Ordinance related to Subordinate Lien Obligations shall be inconsistent with the limitations set forth in Section 8.3; or

(vii) To make modifications in the Fifty-Fifth Supplement or in an Additional Supplemental Ordinance related to Subordinate Lien Obligations that are necessary in the opinion of bond counsel selected by the Cities to conform to requirements of federal tax or securities law

or other Applicable Law and that do not, in the opinion of such counsel, adversely affect the rights and security of the Subordinate Lien Holders or Credit Providers holding related Credit Agreements to be paid in full when due.

(b) Additional Supplemental Ordinances adopted related to Subordinate Lien Obligations for any of the purposes permitted by this Section need not, in order to be valid, be signed or accepted by any other Person. Copies of all Additional Supplemental Ordinances related to Subordinate Lien Obligations and Credit Agreements related thereto shall be filed with each Credit Provider and the Paying Agent.

Section 8.3 Powers of Amendment. Any modification or amendment of the Fifty-Fifth Supplement and of the rights and obligations of the Cities and the Board and of the Subordinate Lien Holders may be made by an Additional Supplemental Ordinance, with the written consent (i) of the Subordinate Lien Holders of a majority of the combined principal amount of the Subordinate Lien Obligations then Outstanding, or (ii) in case less than all of the several series of Subordinate Lien Obligations then Outstanding are affected by the modification or amendment, of the Subordinate Lien Holders of a majority in principal amount of the Subordinate Lien 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 Subordinate Lien 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 such Subordinate Lien Holder, and provided further that no such modification or amendment may be made without the prior written consent of such of the Credit Providers as are granted the right of such consent under the provisions of an Additional Supplemental Ordinance. The Cities must obtain and receive an opinion of bond counsel selected by the Cities as conclusive evidence as to whether Subordinate Lien Obligations of any particular series or maturity would be so affected by any such modification or amendment of the Fifty-Fifth Supplement. The Cities must obtain and receive an opinion of bond counsel selected by the Cities that, to the extent majority Holder consent is not sought, for whatever reason, the amendments, whether pursuant to Section 8.2 or 8.4, do not adversely affect Holders or Credit Providers holding Parity Credit Agreement Obligations. To the extent any amendment will have a material adverse effect on Holders or Credit Providers holding Parity Credit Agreement Obligations, such amendment will require the written consent of a majority of Holders and the consent of all Credit Providers holding Parity Credit Agreement Obligations.

Section 8.4 Consent of Holders or Credit Providers. (a) The Cities may at any time adopt an Additional Supplemental Ordinance related to Subordinate Lien Obligations making a modification or amendment permitted by the provisions of Section 8.3 of the Fifty-Fifth Supplement, to take effect when and as provided in this subsection (a) or in subsection (b) of this Section. A copy of such Additional Supplemental Ordinance (or brief summary thereof or reference thereto) together with a request for consent addressed to the Subordinate Lien Holders whose consent is required, shall promptly after adoption be mailed by the Board to the appropriate Subordinate Lien Holders (but failure to mail such copy and request shall not affect the validity of the Additional Supplemental Ordinance when consented to as herein provided). Such Additional Supplemental Ordinance shall not be effective unless and until the Board shall have received the written consents of the proper Subordinate Lien Holders having the percentages specified in Section 8.3. Any such consent shall be continuously binding upon the Subordinate Lien Holder giving such consent and upon any subsequent Subordinate Lien Holder thereof and of any Subordinate Lien Obligations issued in exchange therefor (whether or not such subsequent Subordinate Lien Holder thereof has notice thereof), unless such consent is revoked in writing by the Subordinate Lien Holder giving such consent or a subsequent Subordinate Lien Holder thereof by filing with the Board, prior to the time action is taken in response to such consents. At any time thereafter notice, stating in substance that the Additional

Supplemental Ordinance (which may be referred to as an Additional Supplemental Ordinance adopted by the Cities on a stated date) has been consented to by the Subordinate Lien Holders of the required percentages of Subordinate Lien Obligations and will be effective as hereinafter provided, shall be given to the Subordinate Lien Holders (whose consent was required) by the Board by mailing such notice to such Subordinate Lien Holders (but failure to mail such notice shall not prevent such Additional Supplemental Ordinance from becoming effective and binding). The Additional Supplemental Ordinance making such amendment or modification shall be conclusively binding upon the Cities, the Board, each Paying Agent, all Subordinate Lien Holders, and all Credit Providers holding Credit Agreement Obligations related to Subordinate Lien Obligations at the expiration of 30 days after the mailing by the Board of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Additional Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 30 day period; provided, however, that the Cities, the Board 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 Additional Supplemental Ordinance as they may deem expedient.

(b) Unless the right is limited by the terms of an Additional Supplemental Ordinance, the Cities reserve and shall have the continuing right to amend the Fifty-Fifth Supplement under Section 8.3 and this Section, without the consent of or notice to the Subordinate Lien Holders under subsection (a) of this Section, if such amendment is approved by each Credit Provider holding Credit Agreement Obligations related to Subordinate Lien Obligations which is existing at the time the amendment is proposed by the Cities. Such right is hereby granted to such Credit Providers and the exercise of such right shall require no further action.

Section 8.5 Mailing of Notice. Any provision in this Article for the mailing of a notice or other document to Subordinate Lien Holders or Holders shall be fully complied with if it is mailed, first class postage prepaid, only (i) to each registered owner of Subordinate Lien Obligations or Outstanding Obligations at the address, if any, appearing upon the applicable registers, and (ii) to each Credit Provider, where applicable.

Section 8.6 Exclusion of Subordinate Lien Obligations. Subordinate Lien Obligations owned or held by or for the account of the Cities will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Subordinate Lien Obligations provided for in the Fifty-Fifth Supplement, and the Cities shall not be entitled with respect to such Subordinate Lien Obligations to give any consent or take any other action provided for in the Fifty-Fifth Supplement.

DISCHARGE OF ORDINANCE

Section 9.2 Discharge by Defeasance. (a) Subject to compliance with the requirements of subsection (b) of this Section, and of any Additional Supplemental Ordinance related to Subordinate Lien Obligations, the Cities reserve the right to discharge their 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 Subordinate Lien Obligations, and their obligation to pay all Administrative Expenses and all Credit Agreement Obligations related thereto and thereby to obtain a release of the terms, provisions, pledges and liens of the Fifty-Fifth Supplement and any applicable Additional Supplemental Ordinances as to all or any part of the Subordinate Lien Obligations and related Credit Agreement 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 Subordinate Lien Obligations, which, together with the interest earned on or capital gains or profits to be realized from the investment of such moneys in AGovernment

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 the Cities, sufficient to pay the principal of, purchase price, if applicable, premium, if any, and interest on such Subordinate Lien Obligations to maturity, or to a date fixed by the Cities for the redemption of such Subordinate Lien Obligations, and to pay interest thereon to maturity or to the date fixed for redemption, and to pay all Administrative Expenses as may be reasonably estimated by the Cities to become payable hereunder on account of the Subordinate Lien Obligations being discharged by defeasance, and to pay all Credit Agreement Obligations relating to the Subordinate Lien Obligations being discharged and estimated to become due and payable , and (ii) by delivering to said trustee or escrow agent irrevocable instructions of the Cities 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 the Cities that all conditions precedent with respect to such defeasance have been complied with.

(b) To implement a defeasance of all or a part of the Subordinate Lien Obligations or related Credit Agreement Obligations under subsection (a) above, the Cities 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 the Fifty-Fifth Supplement and each applicable Additional Supplemental Ordinance, and shall therein deposit and maintain such moneys, Government Securities or other investments, interest earnings, profits and capital gains;

(ii) the payment, out of such moneys, Government Securities, and other investments to the Subordinate Lien Holders of the Subordinate Lien Obligations being defeased, or to Credit Providers with respect to applicable Credit Agreement Obligations, at their dates of maturity, or at the dates fixed for redemption, of the full amount to which such Subordinate Lien Holders and Credit Providers with respect to Credit Agreement Obligations would be entitled in payment of principal, premium and interest to the dates of such maturity or redemption; and

(iii) the investment of such moneys at the direction of the Cities in either (a) Government Securities, or (b) if the Subordinate Lien Obligations being defeased are insured by a Credit Provider that has issued and maintains in effect a policy of municipal bond insurance with respect to such Subordinate Lien Obligations, either in Government Securities or in such other investments as are authorized by Applicable Law and are approved by the Credit Provider issuing such policy, or 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 the Cities and acceptable to the Trustee.

(c) If Subordinate Lien Variable Interest Rate Obligations are to be defeased, the Subordinate Lien Maximum Interest Rate must be assumed unless a lesser, actual rate to maturity or applicable redemption date is ascertainable or unless a Credit Provider guarantees a lesser rate.

(d) After compliance with the requirements of subsections (a) and (b) of this Section, the Subordinate Lien Obligations and Credit Agreement Obligations related thereto, 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 the Fifty-Fifth Supplement shall be automatically released as to such Subordinate Lien Obligations and Credit Agreement Obligations.

(e) For the purposes of this Section, AGovernment 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) defeased municipal bonds rated AAA by Standard & Poors Corporation or Aaa by Moody=s Investors Services, Inc., or their successors, or, if such firms are no longer issuing such ratings, the highest ratings granted by another nationally recognized rating agency.

APPENDIX B

FORM OF BOND COUNSEL OPINION

_____, 2019
CITIES OF DALLAS AND FORT WORTH, TEXAS
DALLAS FORT WORTH INTERNATIONAL AIRPORT
SUBORDINATE LIEN JOINT REVENUE
COMMERCIAL PAPER NOTES SERIES I (TAXABLE)

WE HAVE EXAMINED the validity of an issue of the Cities of Dallas and Fort Worth, Texas (the “Cities”), entitled Dallas Fort Worth International Airport Subordinate Lien Joint Revenue Commercial Paper Notes, Series I (Taxable) (the “Notes”), bearing interest and maturing as set forth in the Fifty-Sixth Supplemental Concurrent Bond Ordinance adopted by the Cities of Dallas and Fort Worth on August 28, 2019 and September 10, 2019 respectively (collectively, the “Fifty-Sixth Supplement”). The Notes may be issued in an amount not exceeding an aggregate principal amount of \$750,000,000, which amount may be issued and reissued from time to time prior to maturity and for so long as not more than that amount is outstanding at any one time. Terms not defined herein shall have the meanings set forth in the Master Bond Ordinance adopted by the Cities of Dallas and Fort Worth on September 22, 2010 and September 21, 2010, respectively (the “Master Bond Ordinance”), the Fifty-Fifth Supplemental Concurrent Bond Ordinance, adopted by the Cities and effective September 10, 2019 (the “Fifty-Fifth Supplement”) and the Fifty-Sixth Supplement.

WE HAVE REPRESENTED the Cities and the Dallas Fort Worth International Airport Board (the “Board”) as bond counsel, for the purpose of rendering an opinion with respect to the authorization, issuance, delivery, legality and validity of the Notes under the Constitution and the statutes of the State of Texas. We have not been requested to examine, and have not investigated or verified, any statements, records, material or other matters relating to the financial condition or capabilities of the Board or the Airport, and we express no opinion with respect thereto. Our role in connection with the Official Statement prepared for use in connection with the sale of the Notes has been limited as described therein.

WE HAVE EXAMINED the Constitution and statutes of the State of Texas, particularly Chapter 22 of the Texas Transportation Code, as amended (the “Act”), the Charters of the Cities, certified copies of the proceedings of the City Councils of the Cities and other proofs authorizing and relating to the issuance of the Notes, including a specimen of the Notes.

IN OUR OPINION the Notes have been duly authorized, issued and delivered in accordance with all applicable laws including the Acts and constitute valid and legally binding special obligations of the Cities, and are ratably secured by a subordinate lien on and a joint pledge by the Cities of their respective interests in the “Pledged Revenues” and “Pledged Funds” as set forth in the Master Bond Ordinance to be derived from the ownership and operation of the Dallas Fort Worth International Airport (the “Airport”).

“Pledged Revenues,” are collectively the Gross Revenues, and such other money, income, revenues or other property as may be specifically included in such term in an Additional Supplemental Ordinance. “Pledged Funds” mean, collectively, (i) amounts on deposit in the Debt Service Fund, (ii) amounts on deposit in the Debt Service Reserve Fund, (iii) any amounts that are due and owing, and any amounts that

are paid, under a Credit Agreement executed in lieu of making cash deposits to the Debt Service Reserve Fund, (iv) any Investment Securities or other investments or earnings belonging to either of the funds identified in clauses (i) and (ii), above, and (v) any additional funds, accounts, revenues, or other moneys or funds of the Cities which hereafter may be, by an Additional Supplemental Ordinance, expressly and specifically pledged to the payment of all, but not less than all, of the Outstanding Obligations. The foregoing notwithstanding, the term "Pledged Funds" does not include, unless specifically provided in an Additional Supplemental Ordinance, any amounts deposited to or investments or earnings belonging to a Rebate Fund to the extent necessary to make a payment to the United States of America in accordance with Section 148 of the Code. As provided in the Master Bond Ordinance and the Fifty-Sixth Supplement, the obligations of the Cities to pay money on the Notes out of Pledged Revenues are joint, and not several, and except as otherwise provided therein no claim, demand, suit or judgment shall ever be asserted, entered or collected against or from one City without the other and no individual liability shall ever exceed in the case of Dallas 7/11ths of the total amount thereof, and in the case of Fort Worth 4/11ths of the total amount thereof; and, except as in the Master Bond Ordinance and the Fifty-Fourth Supplement otherwise provided, such sums shall be payable and collectible solely from the funds in which Pledged Revenues shall from time to time be on deposit. Certain other obligations of the Cities under the Master Bond Ordinance and the Fifty-Sixth Supplement with respect to the Notes and the Airport are several and not joint, the default of which by one City shall not constitute a default by the other. Reference is hereby made to the Master Bond Ordinance and the Fifty-Sixth Supplement for a full and complete description of the revenues of the Airport pledged to the payment of the Notes together with a statement of the rights of the Holders of the Notes, and the rights, duties and obligations of the Cities and the Board with respect thereto. It is further our opinion that the Master Bond Ordinance, the Fifty-Fifth Supplement and the Fifty-Sixth Supplement have been duly and validly authorized and passed and that the Notes have been duly authorized and issued in accordance with their terms.

Under the terms and conditions provided in the Master Bond Ordinance and the Fifty-Fifth Supplement and in any supplemental ordinances authorizing obligations on parity therewith, and the Notes of this issue, the Cities reserve the right to issue Additional Subordinate Lien Obligations secured by a lien on parity with the lien securing this issue of Notes under the conditions set forth in said Fifty-Fifth Supplement and the Cities reserve the right to issue Additional Obligations secured by a senior lien on parity with the lien securing Obligations under the conditions set forth in said Master Bond Ordinance.

The Holders of the Notes do not have the right to require the payment thereof out of any funds raised or to be raised by taxation.

The rights of the Holders of the Notes are subject to the provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

WE EXPRESS NO OPINION as to any federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Notes.

OUR SOLE ENGAGEMENT in connection with the issuance of the Notes is as bond counsel for the Cities and the Board and, in that capacity, we have been engaged by the Cities and the Board for the sole purpose of rendering an opinion with respect to the legality and validity of the Notes and the organization of the Cities and the Board under the Constitution and laws of the State of Texas, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of the result. We have not been requested to investigate or verify, and have not investigated or verified, any records, data or other material relating to the Cities or the Board or to the financial condition or capabilities of the Cities

or the Board and we have not assumed any responsibility, and we express no opinions, with respect thereto. We express no opinion and make no comment with respect to the marketability of the Notes.

Respectfully,