

**EIGHTH SUPPLEMENTAL TRUST INDENTURE**

**BY AND AMONG**

**PENNSYLVANIA TURNPIKE COMMISSION  
AND**

**U.S. BANK NATIONAL ASSOCIATION,  
as Successor Trustee**

**AND**

**MANUFACTURERS AND TRADERS TRUST COMPANY,  
as Paying Agent**

**Dated as of June 1, 2018**

**SECURING**

**PENNSYLVANIA TURNPIKE COMMISSION  
OIL FRANCHISE TAX SENIOR REVENUE BONDS,  
SERIES A OF 2018**

**PENNSYLVANIA TURNPIKE COMMISSION  
OIL FRANCHISE TAX SUBORDINATED REVENUE BONDS,  
SERIES B OF 2018**

## TABLE OF CONTENTS

	Page
<b>ARTICLE I DEFINITIONS</b> .....	3
1.1 Additional Definitions. ....	3
1.2 Rules of Construction; Time of Day.....	6
<b>ARTICLE II 2018 BONDS</b> .....	6
2.1 General.....	6
<b>ARTICLE III ADDITIONAL BOND PROVISIONS</b> .....	8
3.1 Method and Place of Payment of 2018 Bonds.....	8
3.2 Execution and Authentication of 2018 Bonds. ....	9
3.3 Registration, Transfer and Exchange of 2018 Bonds. ....	10
3.4 Mutilated, Lost, Stolen or Destroyed 2018 Bonds.....	11
3.5 Cancellation and Destruction of 2018 Bonds Upon Payment. ....	11
<b>ARTICLE IV BOOK-ENTRY; SECURITIES DEPOSITORY</b> .....	12
4.1 Securities Depository.....	12
4.2 Termination.....	13
<b>ARTICLE V CONDITIONS PRECEDENT TO ISSUANCE OF 2018 BONDS</b> .....	14
5.1 Conditions Precedent. ....	14
<b>ARTICLE VI DISPOSITION OF PROCEEDS; CREATION OF FUNDS AND ACCOUNTS</b> .....	14
6.1 Establishment of 2018 Account of the Clearing Fund.....	14
6.2 2018AB Construction Account of the Construction Fund and 2018 Alternate Construction Fund.....	15
6.3 Senior Bonds Debt Service Fund and Senior Bonds Sinking Fund.....	16
6.4 Subordinated Bonds Debt Service Fund and Subordinated Bonds Sinking Fund. ....	18
6.5 Subordinated Bonds Debt Service Reserve Fund. ....	21
6.6 Series 2018 Rebate Fund. ....	21
6.7 Investment of Funds.....	21
<b>ARTICLE VII REDEMPTION OF 2018 BONDS</b> .....	21
7.1 Optional Redemption.....	21
7.2 Mandatory Redemption.....	22
7.3 Partial Redemption.....	22

7.4	Selection of 2018 Bonds to be Redeemed. ....	23
7.5	Notice and Effect of Call for Redemption. ....	24
<b>ARTICLE VIII COVENANTS OF THE COMMISSION</b> .....		26
8.1	Payment of Principal of and Interest on 2018 Bonds. ....	26
8.2	Corporate Existence; Compliance with Laws.....	26
8.3	Further Assurances.....	26
8.4	Bonds Not to Become Arbitrage Bonds.....	26
8.5	Financing Statements. ....	26
8.6	Comply with Regulations. ....	27
<b>ARTICLE IX MISCELLANEOUS PROVISIONS</b> .....		27
9.1	No Rights Conferred on Others. ....	27
9.2	Legal, etc. Provisions Disregarded. ....	27
9.3	Notices. ....	27
9.4	Successors and Assigns.....	28
9.5	Headings for Convenience Only.....	28
9.6	Counterparts.....	28
9.7	Information Under Uniform Commercial Code. ....	28
9.8	Applicable Law.....	29
9.9	Notice to Rating Service. ....	29
9.10	Inconsistent Provisions. ....	29
EXHIBIT A	Form of 2018A Senior Bond	
EXHIBIT B	Form of 2018B Subordinated Bond	

## EIGHTH SUPPLEMENTAL TRUST INDENTURE

This EIGHTH SUPPLEMENTAL TRUST INDENTURE (this "**Eighth Supplemental Indenture**") is dated as of June 1, 2018, by and among PENNSYLVANIA TURNPIKE COMMISSION (the "**Commission**"), an instrumentality of the Commonwealth of Pennsylvania (the "**Commonwealth**"), U.S. BANK NATIONAL ASSOCIATION, as successor trustee (the "**Trustee**"), a national banking association organized and existing under the laws of the United States of America, and MANUFACTURERS AND TRADERS TRUST COMPANY, as paying agent (the "**Paying Agent**"), a New York state banking corporation.

### RECITALS:

WHEREAS, by an Act of the General Assembly of Pennsylvania approved July 18, 2007, P. L. 169, No. 44 ("**Act 44**") and Act of the General Assembly of Pennsylvania approved on November 25, 2013, P.L. 974, No. 89 ("**Act 89**") and various Acts of the General Assembly approved on several dates, including the Act of May 21, 1937, P. L. 774, Act 211; the Act of May 24, 1945, P. L. 972; the Act of February 26, 1947, P. L. 17; the Act of May 23, 1951, P. L. 335; the Act of August 14, 1951, P. L. 1232; and the Act of September 30, 1985, P. L. 240 to the extent not repealed by Act 44 or Act 89 (collectively with Act 44 and Act 89, the "**Enabling Acts**"), the Commission is authorized to construct, operate and maintain a turnpike system and to issue bonds payable solely from the revenues of the Commission, including tolls, or from such funds as may be available to the Commission for that purpose; and

WHEREAS, the Commonwealth imposes an "oil company franchise tax for highway maintenance and construction" pursuant to 75 Pa. C.S.A. Chap. 95 (the "**Oil Franchise Tax**"), which is collected by the Department of Revenue of the Commonwealth, deposited in its Motor License Fund and appropriated monthly therefrom pursuant to such statute, with the Commission receiving a portion of the proceeds deposited in the Motor License Fund (the portion of the Oil Franchise Tax appropriated to the Commission is referred to as the "**Commission Allocation**"); and

WHEREAS, pursuant to 75 Pa. C.S.A. § 9511(h), the Commonwealth has pledged to and agreed with any person, firm or corporation acquiring any bonds to be issued by the Commission and secured in whole or in part by a pledge of the portion of such Oil Franchise Tax received by the Commission that the Commonwealth will not limit or alter the rights vested in the Pennsylvania Turnpike Commission to the appropriation and distribution of such tax revenues; and

WHEREAS, reference is made to a Trust Indenture dated as of August 1, 1998 (the "**Original Indenture**"), by and between the Commission and the Trustee; and

WHEREAS, the Original Indenture provides that it may be amended without the consent of the holders of the Bonds through the execution of a Supplemental Indenture for purposes, among others, of issuing Additional Bonds; and

WHEREAS, the Commission has by resolution, under the provisions of Sections 209 and 210 of the Original Indenture, duly authorized the issuance of Additional Bonds pursuant to this Eighth Supplemental Indenture (the Original Indenture, as previously amended and

supplemented, and as further amended and supplemented by this Eighth Supplemental Indenture, is referred to hereinafter as the "**Indenture**"; and

WHEREAS, the Commission has designated for issuance the following Additional Bonds pursuant to the Indenture: (i) the Pennsylvania Turnpike Commission Oil Franchise Tax Senior Revenue Bonds, Series A of 2018 in the aggregate principal amount of \$231,385,000 (the "**2018A Senior Bonds**"); and (ii) the Pennsylvania Turnpike Commission Oil Franchise Tax Subordinated Revenue Bonds, Series B of 2018 in the aggregate principal amount of \$210,480,000 (the "**2018B Subordinated Bonds**" and together with the 2018A Senior Bonds, the "**2018 Bonds**"); and

WHEREAS, the proceeds of the 2018A Senior Bonds will be used to finance the costs of a portion of (i) various capital expenditures for the Pennsylvania Turnpike System set forth in the Commission's current or any prior Independently Funded Capital Plan, including but not limited to, the funding of capital expenditures related to the Southern Beltway or the Mon-Fayette Expressway (the "**2018 Construction Project**"); and (ii) paying the costs of issuing the 2018A Senior Bonds (collectively, the "**2018A Project**"); and

WHEREAS, the proceeds of the 2018B Subordinated Bonds will be used to finance the costs of a portion of (i) the 2018 Construction Project, (ii) funding necessary reserves or similar funds to the extent required for such financing, and (iii) paying the costs of issuing the 2018B Subordinated Bonds (collectively, the "**2018B Project**" and together with the 2018A Project, the "**2018 Project**"); and

WHEREAS, all things necessary to make the 2018 Bonds, when authenticated and issued as provided in the Indenture, the valid, binding and legal obligations of the Commission according to the import thereof, the creation, execution and delivery of this Eighth Supplemental Indenture, and the creation, execution and issuance of the 2018 Bonds, subject to the terms hereof, have in all respect been duly authorized by the Commission;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH, in addition to the granting clauses set forth in the Original Indenture, and as from time to time further amended and supplemented, and in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the 2018 Bonds by the holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which the 2018 Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become holders thereof, and in order to secure the payment of all the 2018 Bonds at any time issued and outstanding hereunder and the interest thereon according to their tenor, purport and effect, and in order to secure the performance and observance of all of the covenants, agreements and conditions therein and herein contained, the Commission does hereby sell, assign, transfer, set over and grant a security interest in and pledge unto the Trustee the following: (i) all Tax Revenues, (ii) the Commission's right to receive the Commission Allocation and any portion of the Commission Allocation actually received by the Commission, (iii) all moneys deposited into accounts or funds created by the Indenture (other than the Rebate Fund), (iv) all Swap Receipts, (v) the Issuer Subsidy and (vi) all investment earnings on all monies held in accounts and funds established by the Indenture (other than the Rebate Fund) (all of these items shall collectively be known as the "**Trust Estate**") as security for the payment of the Bonds and the interest thereon and as security

for the satisfaction of any other obligation assumed by it in connection with the Bonds, including any Parity Swap Agreements, Reimbursement Obligations and amounts due under any insurance agreement, and it is mutually agreed and covenanted by and between the parties hereto for the equal and proportionate benefit and security of all and singular, the present and future holders of the Bonds issued and to be issued under the Indenture, without preference, priority or distinction as to lien or otherwise, except as otherwise provided herein or in any Supplemental Indenture, of any one Bond over any other Bond by reason of priority in the issuance, sale or negotiation thereof or otherwise except as otherwise provided herein, as follows:

## **ARTICLE I DEFINITIONS**

### **1.1 Additional Definitions.**

All terms used as defined terms in the Indenture are used with the same meanings herein (including the use thereof in the recitals and granting clause hereof) unless expressly given a different meaning herein or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto or otherwise defined in this Eighth Supplemental Indenture shall have the meanings given to the same therein unless the context clearly otherwise requires and, in addition, the following terms shall have the meanings specified below:

**"Administrative Expenses"** means those reasonable expenses of the Commission which are properly chargeable to the Commission on account of the 2018 Bonds and the Bond Documents as administrative expenses under GAAP and include, without limiting the generality of the foregoing, the following: (a) fees and expenses of the Trustee, the Paying Agent and the Commission; and (b) reasonable fees and expenses of counsel to the Commission and the Trustee.

**"Authenticating Agent"** means the Trustee.

**"Authorized Denominations"** means \$5,000 and any integral multiple thereof.

**"Beneficial Owner"** means the beneficial owner of any 2018 Bond which is held by a nominee.

**"Bond Documents"** means this Eighth Supplemental Indenture, the 2018 Bonds and the Tax Agreement, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

**"Bond Register"** means the registration books of the Commission kept by the Trustee to evidence the registration and transfer of Bonds.

**"Bond Registrar"** means the Trustee when acting as such, and any other bank or trust company designated and at the time serving as bond registrar hereunder.

**"Business Day"** means a day other than (i) a Saturday and Sunday, (ii) a day on which the Trustee, Paying Agent or banks and trust companies in New York, New York are authorized or required to remain closed, or (iii) a day on which the New York Stock Exchange is closed.

**"Cede & Co."** means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

**"Certified Public Accountant"** or **"Accountant"** means any firm of certified accountants actively engaged in the business of public accounting and duly certified as certified public accountants under the laws of the Commonwealth.

**"Code"** means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

**"Costs of Issuance"** means issuance costs with respect to the 2018 Bonds described in Section 147(g) of the Code, including the following: (a) underwriters' spread (whether realized directly or derived through purchase of 2018 Bonds at a discount below the price at which they are expected to be sold to the public); (b) counsel fees (including co-bond counsel, underwriters' counsel, disclosure counsel, and Trustee's counsel); (c) financial advisor fees of any financial advisor to the Commission incurred in connection with the issuance of the 2018 Bonds; (d) rating agency fees; (e) Trustee, Bond Registrar, verification agent and Paying Agent fees; (f) accountant fees and other expenses related to issuance of the 2018 Bonds; (g) printing costs (for the 2018 Bonds and of the preliminary and final official statement relating to the 2018 Bonds); and (h) fees and expenses of the Commission incurred in connection with the issuance of the 2018 Bonds.

**"Counsel"** means, with respect to the Commission, counsel, duly authorized to engage in the practice of law, who may be, but need not be, retained regularly by the Commission, or duly appointed by the Commission.

**"Defaulted Interest"** means interest on any 2018 Bond which is payable but not paid on or before the date due.

**"Favorable Opinion of Bond Counsel"** means an opinion of nationally recognized bond counsel acceptable to the Commission, addressed to, or may be relied upon by, the Commission and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by this Eighth Supplemental Indenture, the Indenture and the Enabling Acts and with respect to the 2018 Bonds, will not adversely affect the exclusion of interest on the 2018 Bonds from gross income for purposes of federal income taxation under Section 103 of the Code.

**"Fiscal Year"** means the fiscal year of the Commission, currently the 12-month period beginning on the first day of June of each calendar year and ending on the last day of May of the following calendar year.

**"GAAP"** means those generally accepted accounting principles applicable in the preparation of financial statements as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants or any successor body.

**"Interest Payment Date"** means with respect to the 2018 Bonds each June 1 and December 1, commencing December 1, 2018, through and including the redemption date or maturity date for the 2018 Bonds.

**"Issuer Subsidy"** means the cash subsidy payment made by the United States Treasury to the Commission relating to the 2009B Bonds and the 2009E Bonds pursuant to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009 (H.R.1) pertaining to "Build America Bonds").

**"Outstanding"** means, when used with reference to 2018 Bonds, as of a particular date, all 2018 Bonds theretofore authenticated and delivered, except: (a) 2018 Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to the provisions hereof; (b) 2018 Bonds which are deemed to have been paid in accordance with the provisions hereof; and (c) 2018 Bonds in exchange for or in lieu of which other 2018 Bonds have been authenticated and delivered pursuant to the provisions hereof.

**"Participants"** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**"Paying Agent"** means Manufacturers and Traders Trust Company and any other commercial bank or trust institution organized under the laws of any state or of the United States of America or any national banking association designated by this Eighth Supplemental Indenture or any Supplemental Indenture as paying agent for the Bonds at which the principal of and redemption premium, if any, and interest on such Bonds shall be payable.

**"Principal Office"** means, with respect to any entity performing functions under any Bond Document, the principal office of that entity or its affiliate at which those functions are performed.

**"Record Date"** means the 15th day of the month immediately preceding each Interest Payment Date.

**"Replacement Bonds"** means 2018 Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 4.2.

**"Securities Depository"** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns and any successor Securities Depository appointed pursuant to Article 4.

**"Series"** means each of the 2018A Senior Bonds and the 2018B Subordinated Bonds. **"Series Issue Date"** shall have the meaning provided in Section 2.1(e).

**"Special Record Date"** means the date fixed by the Trustee pursuant to Section 3.1(f) for the payment of Defaulted Interest.

**"Tax Agreement"** means the Federal Tax Certificate executed and delivered by the Commission with respect to the 2018 Bonds.



**"Trust Estate"** means the Trust Estate described in the Granting Clauses of the Indenture.

**"Trustee"** means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America and its successor and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

**"2018 Bonds"** means the Bonds defined and authorized for issuance pursuant to Section 2.1(a).

**"2018 Clearing Fund"** means the fund by that name created by Section 6.1 hereof.

**"Written Request"** means a request in writing signed by the Commission Official or any other officers designated by the Commission, in writing to the Trustee and the Paying Agent, to sign such Written Request.

## **1.2 Rules of Construction; Time of Day.**

In this Eighth Supplemental Indenture, unless otherwise indicated, (i) defined terms may be used in the singular or the plural, (ii) the use of any gender includes all genders, (iii) the words "hereof", "herein", "hereto", "hereby" and "hereunder" (except in the forms of 2018 Bonds) refer to this Eighth Supplemental Indenture, and (iv) all references to particular Articles or Sections are references to the Articles or Sections of this Eighth Supplemental Indenture unless otherwise specified. References to any time of the day in this Eighth Supplemental Indenture shall refer to eastern standard time or eastern daylight saving time, as in effect in The City of New York, New York on such day. All references to rating categories established by a Rating Agency shall be without reference to subcategories.

## **ARTICLE II 2018 BONDS**

### **2.1 General.**

(a) There shall be initially issued under and secured by this Eighth Supplemental Indenture two (2) series of 2018 Bonds in the aggregate principal amount of \$441,865,000 for the purpose of paying the Cost of the 2018 Project as follows: (i) "Pennsylvania Turnpike Commission Oil Franchise Tax Senior Revenue Bonds, Series A of 2018" in the aggregate principal amount of \$231,385,000; and (ii) "Pennsylvania Turnpike Commission Oil Franchise Tax Subordinated Revenue Bonds, Series B of 2018" in the aggregate principal amount of \$210,480,000. The 2018 Bonds shall contain substantially the terms recited herein and in the forms of 2018 Bonds attached hereto as **Exhibits A and B** as applicable.

(b) The 2018 Bonds shall be issuable only in Authorized Denominations.

(c) The 2018A Senior Bonds shall mature pursuant to the following schedule and shall bear interest at the annual rates set forth in the following schedule, subject to prior

redemption as provided in Article 7 and in the form of 2018A Senior Bonds attached hereto as Exhibit A.

<b>Date (December 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
2044	\$157,895,000	5.250%
2048	73,490,000	5.000

(d) The 2018B Subordinated Bonds shall mature pursuant to the following schedule and shall bear interest at the annual rates set forth in the following schedule, subject to prior redemption as provided in Article 7 and in the forms of the 2018B Subordinated Bonds attached hereto as Exhibit B.

<b>Date (December 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
2038	\$14,795,000	5.000%
2039	15,535,000	5.000
2043	70,305,000	5.000
2048	54,845,000	5.000
2048	55,000,000	5.250

(e) The 2018A Senior Bonds shall have a "**Series Issue Date**" which shall be June 5, 2018, which shall be set forth on the face side of all 2018A Senior Bonds authenticated by the Authenticating Agent. The 2018B Subordinated Bonds shall have a "**Series Issue Date**" which shall be June 5, 2018 which shall be set forth on the face side of all 2018B Subordinated Bonds. 2018 Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a "**Dated Date**" which shall be the same as the Series Issue Date. 2018 Bonds issued on or subsequent to the first Interest Payment Date following the Series Issue Date shall have a "**Dated Date**" which is the same as the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on the 2018 Bonds has been paid in full or duly provided for, in which case they shall have a "**Dated Date**" which is the same as such date of authentication; provided that if, as shown by the records of the Trustee, interest on the 2018 Bonds shall be in default, 2018 Bonds issued in exchange for 2018 Bonds surrendered for transfer or exchange shall have a "**Dated Date**" which is the same as the date to which interest has been paid in full on the 2018 Bonds or, if no interest has been paid on the 2018 Bonds, the Series Issue Date of the 2018 Bonds.

(f) The 2018 Bonds shall bear interest from and including the Dated Date thereof until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the 2018 Bonds shall be paid on each Interest Payment Date for the applicable Series. Each 2018 Bond shall bear interest on overdue principal at the rate borne by such 2018 Bond. Interest on the 2018 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(g) The 2018 Bonds shall be subject to optional and mandatory redemption as provided in Article 7.

(h) The 2018A Senior Bonds shall be issued as Senior Bonds under the Indenture, and the 2018B Subordinated Bonds shall be issued as Subordinated Bonds under the Indenture.

### **ARTICLE III ADDITIONAL BOND PROVISIONS**

#### **3.1 Method and Place of Payment of 2018 Bonds.**

(a) All 2018 Bonds shall provide that principal or redemption price, and interest in respect thereof shall be payable only out of the Trust Estate. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the 2018 Bonds. The 2018 Bonds may bear endorsement or legend satisfactory to the Paying Agent as may be required to conform to usage or law with respect thereto.

(b) Upon the execution and delivery hereof, the Commission shall execute the 2018 Bonds and deliver them to the Authenticating Agent for authentication. At the written direction of the Commission, the Authenticating Agent shall authenticate the 2018 Bonds and deliver them to the purchasers thereof.

(c) The principal of and redemption premium, if any, and interest on the 2018 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

(d) The principal of and the redemption premium, if any, on all 2018 Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such 2018 Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such 2018 Bonds at the designated office of the Trustee or of any Paying Agent named in the 2018 Bonds.

(e) The interest payable on each 2018 Bond on any Interest Payment Date shall be paid by the Paying Agent to the Person in whose name such 2018 Bond is registered on the Bond Register at the close of business on the Record Date for such interest (i) by check or draft mailed on the applicable Interest Payment Date to such registered owner at such owner's address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by such owner or (ii) by electronic transfer in immediately available funds, if the 2018 Bonds are held by a Securities Depository, or at the written request addressed to the Trustee and the Paying Agent by any owner of 2018 Bonds in the aggregate principal amount of at least \$1,000,000, such request to be signed by such owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

(f) Defaulted Interest with respect to any 2018 Bond shall cease to be payable to the owner of such 2018 Bond on the relevant Record Date and shall be payable to the owner in whose name such 2018 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Commission shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each 2018 Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof) and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the 2018 Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Commission of such Special Record Date and, in the name and at the expense of the Commission, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a 2018 Bond entitled to such notice at the address of such owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

### **3.2 Execution and Authentication of 2018 Bonds.**

(a) The 2018 Bonds shall be executed on behalf of the Commission by the manual or facsimile signature of the Chair (or Vice Chair in the absence of the Chair) of the Commission and attested by the manual or facsimile signature of the Assistant Secretary/Treasurer of the Commission, and shall have the corporate seal of the Commission affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any 2018 Bond shall cease to be such officer before the delivery of such 2018 Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any 2018 Bond may be signed by such persons as at the actual time of the execution of such 2018 Bond shall be the proper officers to sign such 2018 Bond although at the date of such 2018 Bond such persons may not have been such officers.

(b) The 2018 Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibits A and B hereto, as applicable, which shall be manually executed by the Authenticating Agent. No 2018 Bond shall be entitled to any security or benefit hereunder or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Authenticating Agent. Such executed Certificate of Authentication upon any 2018 Bond shall be conclusive evidence that such 2018 Bond has been duly authenticated and delivered hereunder. The Certificate of Authentication on any 2018 Bond shall be deemed to have been duly executed if signed by any authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the Certificate of Authentication on all of the 2018 Bonds that may be issued hereunder at any one time.

### **3.3 Registration, Transfer and Exchange of 2018 Bonds.**

(a) The Trustee is hereby appointed Bond Registrar and as such shall keep the Bond Register at its Principal Office.

(b) Any 2018 Bond may be transferred only upon the Bond Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Commission shall execute and the Trustee shall authenticate and deliver in exchange for such 2018 Bond a new 2018 Bond or 2018 Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Eighth Supplemental Indenture and of the same maturity and Series, and bearing interest at the same rate.

(c) Any 2018 Bonds, upon surrender thereof at the Principal Office of the Trustee, together with an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 2018 Bonds of the same maturity and series or subseries, of any denomination or denominations authorized by this Eighth Supplemental Indenture, and bearing interest at the same rate.

(d) In all cases in which 2018 Bonds shall be exchanged or transferred hereunder, the Commission shall execute and the Trustee shall authenticate and deliver at the earliest practicable time 2018 Bonds in accordance herewith. All 2018 Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Commission, the Trustee or the Securities Depository may make a charge against the Bond Owner requesting the same for every such transfer or exchange of 2018 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any such new 2018 Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange hereunder and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Commission. In the event any Bond Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bond Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bond Owner hereunder or under the 2018 Bonds.

(f) The Trustee shall not be required to (i) transfer or exchange any 2018 Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of such 2018 Bond and ending at the close of business on the day of such mailing, or (ii) transfer or exchange any 2018 Bond so selected for redemption in whole or in part, or during a period beginning at the opening of business on any Record Date for such 2018 Bond and ending at the close of business on the relevant Interest Payment Date therefor.

(g) The Person in whose name any 2018 Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner of such 2018 Bond for all purposes,

and payment of or on account of the principal of and redemption premium, if any, and interest on any such 2018 Bond shall be made only to or upon the order of the registered owner thereof or his/her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2018 Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) At reasonable times upon prior Written Request and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Commission or by the owners (or a designated representative thereof) of 10% or more in principal amount of 2018 Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

### **3.4 Mutilated, Lost, Stolen or Destroyed 2018 Bonds.**

In the event any 2018 Bond shall become mutilated, or be lost, stolen or destroyed, the Commission shall execute and the Trustee shall authenticate and deliver a new 2018 Bond of like series or subseries, date and tenor as the 2018 Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2018 Bond, such mutilated 2018 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2018 Bond, there shall be first furnished to the Commission and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together, in either such case, with such security or indemnity as may be required by the Commission and the Trustee to save the Commission and the Trustee harmless. In the event any such 2018 Bond shall have matured or been selected for redemption, the Trustee in its discretion may, instead of issuing a new 2018 Bond, pay, with funds available under this Eighth Supplemental Indenture for such purpose, such 2018 Bond without surrender thereof (except in the case of a mutilated 2018 Bond). Upon the issuance of any substitute 2018 Bond, the Commission and the Trustee may require the payment of an amount by the Bond Owner sufficient to reimburse the Commission and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

### **3.5 Cancellation and Destruction of 2018 Bonds Upon Payment.**

All 2018 Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Eighth Supplemental Indenture, either at or before maturity, shall be canceled and destroyed by the Trustee in compliance with all applicable laws and regulations and the record retention requirements of the Trustee upon the payment, redemption or purchase of such 2018 Bonds and the surrender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the 2018 Bonds so canceled and destroyed, and shall file executed counterparts of such certificate with the Commission upon request.

## **ARTICLE IV BOOK-ENTRY; SECURITIES DEPOSITORY**

### **4.1 Securities Depository.**

The 2018 Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the 2018 Bonds, except in the event the Trustee issues Replacement Bonds as provided in Section 4.2. It is anticipated that during the term of the 2018 Bonds, the Securities Depository will make book-entry transfers among the Participants and receive and transmit payment of principal, premium, if any, and interest on, the 2018 Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described in Section 4.2.

The 2018 Bonds shall be initially issued in the form of a separate single fully registered 2018 Bonds, authenticated by the Authenticating Agent, in the amount of each separately stated maturity of each Series of the 2018 Bonds. Upon initial issuance, the ownership of such 2018 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository. The Trustee, the Paying Agent and the Commission shall treat the Securities Depository (or its nominee) as the sole and exclusive owner of the 2018 Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the 2018 Bonds, selecting the 2018 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders under the Indenture, registering the transfer of 2018 Bonds, obtaining any consent or other action to be taken by holders and for all other purposes whatsoever, and neither the Trustee, the Paying Agent nor the Commission shall be affected by any notice to the contrary. Neither the Trustee, the Paying Agent nor the Commission shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the 2018 Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Bond Register as being a 2018 Bond holder, with respect to: (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or any Participant of any amount in respect of the principal or redemption price of or interest on the 2018 Bonds; (iii) any notice which is permitted or required to be given to holders under the Indenture; (iv) the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the 2018 Bonds; or (v) any consent given or other action taken by the Securities Depository as holder of the 2018 Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the 2018 Bonds only to or upon the order of the Securities Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Commission's obligations with respect to the principal of and premium, if any, and interest on the 2018 Bonds to the extent of the sum or sums so paid. Except as provided in Section 4.2 hereof, no Person other than the Securities Depository shall receive an authenticated 2018 Bond evidencing the obligation of the Commission to make payments of principal of and premium, if any, and interest pursuant to the Indenture. Upon delivery by the Securities Depository to the Trustee and the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the name "Cede & Co." herein shall be deemed to be changed to reflect such new nominee of the Securities Depository.

In connection with any notice or other communication to be provided to 2018 Bond holders pursuant to the Indenture by the Commission or the Paying Agent with respect to any consent or other action to be taken by 2018 Bond holders, the Commission or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository as sole 2018 Bond holder notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to the Securities Depository shall be given only when the Securities Depository is the sole 2018 Bond holder.

#### **4.2 Termination.**

(a) If the Commission determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), or (C) that the continuation of a book-entry system to the exclusion of any 2018 Bonds being issued to any Bond Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the 2018 Bonds, then the Trustee, based on information provided to it in writing by the Securities Depository, shall notify the Beneficial Owners of the 2018 Bonds of such determination and of the availability of certificates to Beneficial Owners of the 2018 Bonds requesting the same, and the Trustee shall register in the name of and authenticate and deliver 2018 Bonds (the "**Replacement Bonds**") to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (A) or (B) of this Section 4.2, the Commission may select a successor Securities Depository in accordance with subsection (b) to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one 2018 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. Any additional fees and expenses of the Trustee or the Bond Registrar related to the discontinuance of the book-entry system, for any reason, shall become Administrative Expenses chargeable to the Commission. If the Securities Depository resigns and the Trustee or the Commission are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to the Commission, as provided herein. The Trustee may conclusively rely on and shall be protected in acting in accordance with information from the Securities Depository and its Participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the Beneficial Owners of the 2018 Bonds. The cost of printing Replacement Bonds shall be paid for by the Commission.

(b) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act, the Commission may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act, or other applicable statute or regulation that operates a securities depository upon reasonable



and customary terms. The Trustee upon its receipt of a 2018 Bond or 2018 Bonds for cancellation shall cause the delivery of 2018 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

## **ARTICLE V CONDITIONS PRECEDENT TO ISSUANCE OF 2018 BONDS**

### **5.1 Conditions Precedent.**

Before each series of the 2018 Bonds shall be authenticated by the Authenticating Agent and delivered by the Trustee to the purchasers thereof, there shall be filed with the Trustee the following documents:

(a) A copy, certified by the Assistant Secretary/Treasurer of the Commission, of the resolution adopted by the Commission authorizing (1) the execution and delivery hereof and (2) the issuance, sale, execution and delivery of the 2018 Bonds.

(b) An order, signed by the Chair or any Vice Chair of the Commission, or other Commission Official, directing the authentication and delivery of such 2018 Bonds and which order shall set forth, among other things: (i) the amount of proceeds to be received by the Commission from the sale of the 2018 Bonds; and (ii) the amounts to be expended for costs and expenses in connection with the issuance of the 2018 Bonds which are to be paid from the 2018 Clearing Fund.

(c) Evidence of fulfillment of all other requirements set forth in Sections 209 and 210 of the Original Indenture;

(d) An executed contract for the purchase of the 2018 Bonds, and all documents, certificates and opinions required to be delivered pursuant to the terms thereof;

(e) An executed copy hereof; and

(f) Such further documents, moneys, and securities as are required by the provisions of the Indenture.

## **ARTICLE VI DISPOSITION OF PROCEEDS; CREATION OF FUNDS AND ACCOUNTS**

### **6.1 Establishment of 2018 Account of the Clearing Fund.**

There is hereby established with the Trustee a fund to be designated the "2018 Account of the Clearing Fund" (the "**2018 Clearing Fund**"). At each closing for the issuance of a series of 2018 Bonds, all of the net proceeds of the 2018 Bonds shall be deposited by the Trustee into the 2018 Clearing Fund. The Trustee shall deposit any additional amounts required to be deposited therein by the Commission. The Trustee is authorized and directed:

(a) To transfer to the 2018AB Construction Account of the Construction Fund from the proceeds of the 2018A Senior Bonds and the 2018B Subordinated Bonds, the amounts set

forth on the Closing Statement of the Commission dated the date of issuance of the 2018 Bonds (the "**Closing Statement**"); and

(b) To transfer to the Subordinated Bonds Debt Service Reserve Fund from the proceeds of the 2018B Subordinated Bonds, the amounts set forth in the Closing Statement;

(c) To pay or reserve funds for payment from the proceeds of the 2018A Senior Bonds and the 2018B Subordinated Bonds, the allocable costs incurred by the Commission in connection with the issuance of such 2018 Bonds including, but not limited to, those set forth in the Closing Statement.

Any moneys remaining in the 2018 Clearing Fund as of 30 days after the date of issuance of the 2018 Bonds shall be transferred to the 2018AB Construction Account of the Construction Fund and the 2018 Clearing Fund shall be closed.

## **6.2 2018AB Construction Account of the Construction Fund and 2018 Alternate Construction Fund.**

(a) 2018AB Construction Account of the Construction Fund. The Original Indenture, as amended, created a special fund designated the "**Oil Franchise Tax Construction Fund**" (the "**Construction Fund**"). There is hereby established and created the "**2018AB Construction Account**" within the Construction Fund for deposit and disbursement of proceeds of the 2018A Senior Bonds and the 2018B Subordinated Bonds, and any other amounts required to be deposited in such account as provided herein or under the Indenture. Amounts in the 2018AB Construction Account shall be applied to pay the Costs of the 2018 Construction Project, and disbursements from the 2018AB Construction Account therefor shall be deemed to be made on a pro-rata basis from proceeds of the 2018A Senior Bonds and 2018B Subordinated Bonds on deposit therein.

(b) 2018 Alternate Construction Fund. Pursuant to the provisions of Section 402 of the Indenture, there is hereby created a separate fund to be called the "**2018 Alternate Construction Fund**" for deposit and disbursement of certain funds to be applied to costs of the 2018 Construction Project which shall not include proceeds of the 2018 Bonds or other Bonds issued or outstanding under the Indenture. Monies to be deposited in the 2018 Alternate Construction Fund shall consist of certain reimbursements received by the Commission from the federal government relating to costs associated with the 2018 Construction Project and identified by the Commission for deposit into the 2018 Alternate Construction Fund. Monies in the 2018 Alternate Construction Fund may only be requisitioned to be applied to costs of the 2018 Construction Project after all proceeds of the 2018 Bonds, and the earnings thereon, have been requisitioned from the 2018AB Construction Account of the Construction Fund.

Before any payment shall be made from the 2018 Alternate Construction Fund, the Commission shall file with the Trustee a requisition, signed by the Chief Engineer (or his/her designee) and a Commission Official stating in respect of each payment to be made: (a) the name of the Person, firm or corporation to whom payment is due; (b) the amount to be paid; (c) the purpose for the expenditure and that such expenditure is a cost of the 2018 Construction Project; and (d) that such requisition contains no item representing payment on account of any retainage

which the Commission is at the date of such certificate not entitled to release. Upon receipt of each requisition, the Trustee shall transfer from the 2018 Alternate Construction Fund to the Commission funds equal to the total of the amounts to be paid as set forth in such requisition and the Commission covenants to immediately apply such funds to the payments described in the requisition. All requisitions received by the Trustee pursuant to this Section 6.2(b) may be relied upon by and shall be retained in the possession of the Trustee for a period of five (5) years, subject at all times to the inspection of the Commission, its agents and representatives, and any other Person authorized by a certificate of a Commission Official.

If at any time a Commission Official shall file with the Trustee a certificate stating that the cost of the 2018 Construction Project has been finally determined and that the funds remaining in the 2018 Alternate Construction Fund exceed the remaining costs of the 2018 Construction Project, then an amount equal to such excess shall be transferred to a fund described in such certificate, provided the same is accompanied by an opinion of Bond Counsel to the effect that such transfer and/or application will not adversely affect the tax-exempt status of the interest of the 2018 Bonds.

### **6.3 Senior Bonds Debt Service Fund and Senior Bonds Sinking Fund.**

(a) The Original Indenture, as amended, created a special fund designated the "**Senior Bonds Debt Service Fund**" and two separate accounts in the Senior Bonds Debt Service Fund known as the "**Interest Account**" and the "**Principal Account**". All moneys held by the Trustee in the Senior Bonds Debt Service Fund shall be applied in accordance with Section 503 and the other provisions of the Original Indenture, as supplemented, and this Eighth Supplemental Indenture. There is hereby established and created the "**2018A Senior Bonds Interest Account**" within the Interest Account of the Senior Bonds Debt Service Fund and the "**2018A Senior Bonds Principal Account**" within the Principal Account of the Senior Bonds Debt Service Fund each of which shall be held in trust by the Trustee until applied as directed herein.

(b) The Trustee shall withdraw from the Revenue Fund and deposit to the applicable account in the Senior Bonds Debt Service Fund, together with other amounts specified in the Indenture for Senior Bonds, the amounts hereinafter specified which shall be applied by the Trustee for the purposes for which the same shall be deposited:

(i) On or before the last Business Day of each calendar month, an amount which equals the amount necessary to pay, and for the purpose of paying, one-sixth (1/6) of the interest due on the 2018A Senior Bonds on the next succeeding Interest Payment Date (or, in the case of the period from the date of issuance of the any 2018A Senior Bonds to the first Interest Payment Date for the 2018A Senior Bonds, a monthly amount equal to the interest amount owed on such first Interest Payment Date divided by the number of months from the date of issuance of the 2018A Senior Bonds to such first Interest Payment Date), which amount shall be deposited in the Interest Account;

(ii) On or before the last Business Day of each calendar month, an amount which equals one-twelfth (1/12) of the amount necessary to pay (or, in the case of the period from the date of issuance of the 2018A Senior Bonds to, the first date on which

principal is due on the 2018 Bonds, an amount equal to the principal amount owed on such first principal maturity date divided by the number of months from the date of issuance of the 2018A Senior Bond to such first principal maturity date), and for the purpose of paying, the principal amount of any 2018A Senior Bonds maturing on the next succeeding maturity date, which amount shall be deposited in the Principal Account; provided, however, that no deposit shall be made pursuant to this clause (ii) on any date which would duplicate deposits that are required to be made to the Senior Bonds Sinking Fund pursuant to the Original Indenture, as supplemented, other than by this Eighth Supplemental Indenture.

(c) There is hereby established and created the **"2018A Senior Bonds Sinking Fund Account"** of the Senior Bonds Sinking Fund which shall be held in trust by the Trustee until applied as hereinafter directed. Contemporaneously with, and on the same order of priority as, making the deposits provided for in Section 503 of the Original Indenture, as supplemented, and while any 2018A Senior Bonds are Outstanding, the Trustee shall transfer on or before the last Business Day of each calendar month from the Revenue Fund to the 2018A Senior Bonds Sinking Fund Account one-twelfth (1/12) of the principal amount required on the next succeeding mandatory redemption date as specified in the 2018A Senior Bonds occurring on or before the second Interest Payment Date following such deposit (or such lesser amount which, when added to the principal amount of 2018A Senior Bond purchased by the Trustee during the Fiscal Year pursuant to the succeeding and the second succeeding paragraph, shall equal the above amount); and provided that if any 2018A Senior Bonds which are subject to mandatory redemption are at any time redeemed pursuant to an optional redemption, as described in the 2018A Senior Bonds, the principal amount of 2018A Senior Bonds so redeemed may be applied as a credit against the principal amount of 2018A Senior Bonds which are subject to mandatory redemption at such times as the Commission shall direct in writing.

The moneys at any time on deposit to the credit of the 2018A Senior Bonds Sinking Fund Account or to be deposited thereto from the Revenue Fund may be applied by the Commission to the purchase of 2018 Bonds to be called for mandatory redemption from the 2018A Senior Bonds Sinking Fund Account and such moneys shall be withdrawn by the Trustee and applied to the payment of the purchase price of 2018A Senior Bonds which the Commission may agree to purchase or has paid, provided that such purchase price is not in excess of 100% of the principal amount thereof. At any time that the Trustee shall be requested to apply such moneys to the purchase of 2018A Senior Bonds, the Commission shall furnish to the Trustee a Commission Official's certificate specifying the 2018A Senior Bonds or portions thereof which it has agreed to purchase, the purchase price thereof, the names of the sellers (if not the Commission) and the expenses involved in connection with such purchase. At the time of any purchase of the 2018 Bonds, the Trustee shall withdraw from the Interest Account of the Debt Service Fund any amounts deposited therein for the payment of interest on the 2018A Senior Bonds so purchased.

On or before October 1 of each year in which transfers are required to be made to the 2018A Senior Bonds Sinking Fund Account, the Trustee shall select and call for redemption on the next succeeding December 1 such principal amount of 2018 Bonds as shall be sufficient when added to the principal amount of 2018A Senior Bonds which the Trustee has purchased or agreed to purchase on said next succeeding December 1, according to the provisions of the preceding paragraph, to satisfy the mandatory redemption schedule set forth in the form of the

2018 Bonds on December 1. The notice of redemption of any such principal amount of 2018A Senior Bonds being redeemed pursuant to this Section shall be given by the Trustee in the name of the Commission in accordance with the provisions of this Eighth Supplemental Indenture, and shall state that such principal amount of 2018A Senior Bonds will be redeemed pursuant to the operation of the 2018A Senior Bonds Sinking Fund Account. If on December 2 of any Fiscal Year there shall be any moneys in the 2018A Senior Bonds Sinking Fund Account, such moneys shall be transferred to the Principal Account in the Senior Bonds Debt Service Fund to be applied to the payment of principal of the 2018A Senior Bonds and the amount subsequently required to be deposited to the credit of the Principal Account in the Senior Bonds Debt Service Fund pursuant to clause (2) of the Section 503 of the Original Indenture, as supplemented, and Section 6.3(b) hereof, shall be reduced to the extent of the moneys so transferred. If such moneys shall be in excess of the amount subsequently required to be deposited in the Principal Account of the Senior Bonds Debt Service Fund, such excess shall be transferred to the Revenue Fund. If on October 1 of any year the moneys in the 2018A Senior Bonds Sinking Fund Account shall be sufficient to effect the redemption of all 2018A Senior Bonds Outstanding on the next succeeding December 1, or at any such time as there shall not be any 2018 Bonds Outstanding, any moneys in the 2018A Senior Bonds Sinking Fund Account in excess of the amount required for such redemption or all such moneys, as the case may be, shall be transferred to the Revenue Fund, and thereafter no further transfers shall be required to be made from the Revenue Fund to the 2018A Senior Bonds Sinking Fund Account, and the interest due on the 2018A Senior Bonds maturing on the redemption date shall be paid from moneys in the Interest Account in the Senior Debt Bonds Service Fund.

#### **6.4 Subordinated Bonds Debt Service Fund and Subordinated Bonds Sinking Fund.**

(a) The Original Indenture created a special fund designated the "**Subordinated Bonds Debt Service Fund**" and two separate accounts in the Subordinated Bonds Debt Service Fund known as the "Interest Account" and the "Principal Account." All moneys held by the Trustee in the Subordinated Bonds Debt Service Fund shall be applied in accordance with Section 505 and the other provisions of the Original Indenture and this Eighth Supplemental Indenture. There is hereby established and created the "**2018B Subordinated Bonds Interest Account**" within the Interest Account of the Subordinated Bonds Debt Service Fund and the "**2018B Subordinated Bonds Principal Account**" within the Principal Account of the Subordinated Bonds Debt Service Fund each of which shall be held in trust by the Trustee until applied as directed herein.

(b) After having made the deposits provided in Section 503 and 504 of the Original Indenture, as supplemented, and Section 6.3 hereof and while any Subordinated Bonds are outstanding, the Trustee shall withdraw from the Revenue Fund and deposit to the applicable Account in the Subordinated Bonds Debt Service Fund, together with other amounts specified in the Indenture for Subordinated Bonds, the amounts hereinafter specified which shall be applied by the Trustee for the purposes for which the same shall be deposited:

(i) On or before the last Business Day of each calendar month, an amount which equals the amount necessary to pay, and for the purpose of paying, one-sixth (1/6) of the interest due on the 2018B Subordinated Bonds on the next succeeding Interest

Payment Date (or, in the case of the period from the date of issuance of the 2018B Subordinated Bonds to the first Interest Payment Date for the 2018B Subordinated Bonds, an amount equal to the interest amount owed on such first Interest Payment Date divided by the number of months from the date of issuance of the 2018B Subordinated Bonds to such first Interest Payment Date), which amount shall be deposited in the Interest Account; and

(ii) On or before the last Business Day of each calendar month, an amount which equals one-twelfth (1/12) of the amount necessary to pay (or, in the case of the period from the date of issuance of the 2018B Subordinated Bonds to the first date on which principal is due on the 2018B Subordinated Bonds, a monthly amount equal to the principal amount owed on such first principal maturity date divided by the number of months from the date of issuance of the 2018B Subordinated Bonds to such first principal maturity date), and for the purpose of paying, the principal amount of any 2018B Subordinated Bonds maturing on the next succeeding maturity date following such deposit, which amount shall be deposited in the Principal Account; provided, however, that no deposit shall be made pursuant to this clause (ii) on any date which would duplicate deposits that are required to be made to the Subordinated Bonds Sinking Fund pursuant to the Original Indenture, as supplemented, other than by this Eighth Supplemental Indenture.

(c) There is hereby established and created the "**2018B Subordinated Bonds Sinking Fund Account**" which shall be held in trust by the Trustee until applied as hereinafter. After first having made the deposits provided for in Section 503 and 504 of the Original Indenture, as supplemented, and Section 6.3 hereof and contemporaneously with making the deposits provided in Section 505 of the Original Indenture, as supplemented, and Section 6.4(a) and (b) hereof, and while any 2018B Subordinated Bonds are Outstanding, the Trustee shall transfer on or before the last Business Day of each calendar month from the Revenue Fund to the 2018B Subordinated Bonds Sinking Fund Account one-twelfth (1/12) of the principal amount required on the next succeeding mandatory redemption date as specified in the 2018B Subordinated Bonds occurring on or before the second Interest Payment Date following such deposit (or such lesser amount which, when added to the principal amount of 2018B Subordinated Bonds purchased by the Trustee during the Fiscal Year pursuant to the succeeding and the second succeeding paragraph, shall equal the above amount); and provided that if any 2018B Subordinated Bonds which are subject to mandatory redemption are at any time redeemed pursuant to an optional redemption, as described in 2018 Bonds, the principal amount of 2018B Subordinated Bonds of each maturity so redeemed may be applied as a credit against the principal amount of 2018B Subordinated Bonds of such maturity which is subject to mandatory redemption at such time as the Commission shall direct in writing.

The moneys at any time on deposit to the credit of the 2018B Subordinated Bonds Sinking Fund Account or to be deposited thereto from the Revenue Fund may be applied by the Commission to the purchase of the 2018B Subordinated Bonds of the same maturity of 2018B Subordinated Bonds to be called for mandatory redemption from the 2018B Subordinated Bonds Sinking Fund Account and such moneys shall be withdrawn by the Trustee and applied to the payment of the purchase price of 2018B Subordinated Bonds which the Commission may agree to purchase or has paid, provided that such purchase price is not in excess of 100% of the

principal amount thereof. At any time that the Trustee shall be requested to apply such moneys to the purchase of 2018B Subordinated Bonds, the Commission shall furnish to the Trustee a Commission Officials' certificate specifying the 2018B Subordinated Bonds or portions thereof which it has agreed to purchase, the purchase price thereof, the names of the sellers (if not the Commission) and the expenses involved in connection with such purchase. At the time of any purchase of the 2018B Subordinated Bonds, the Trustee shall withdraw from the Interest Account of the Debt Service Fund any amounts deposited therein for the payment of interest on the 2018B Subordinated Bonds so purchased. Any 2018B Subordinated Bonds purchased under the terms hereof in lieu of redemption by the Commission shall be cancelled by the Trustee and no longer remain Outstanding.

On or before October 1 of each year in which transfers are required to be made to the 2018B Subordinated Bonds Sinking Fund Account, the Trustee shall select and call for redemption on the next succeeding December 1 such principal amount of 2018B Subordinated Bonds as shall be sufficient when added to the principal amount of the 2018B Subordinated Bonds which the Trustee has purchased or agreed to purchase on said next succeeding December 1, according to the provisions of the preceding paragraph, to satisfy the mandatory redemption schedule set forth in the form of the 2018B Subordinated Bonds on said December 1. The notice of redemption of any such principal amount of 2018B Subordinated Bonds being redeemed pursuant to this Section shall be given by the Trustee in the name of the Commission in accordance with the provisions of this Eighth Supplemental Indenture, and shall state that such principal amount of 2018B Subordinated Bonds will be redeemed pursuant to the operation of the 2018B Subordinated Bonds Sinking Fund Account. If on December 2 of any Fiscal Year there shall be any moneys in the 2018B Subordinated Bonds Sinking Fund Account, such moneys shall be transferred to the Principal Account in the Subordinated Bonds Debt Service Fund to be applied to the payment of principal of the 2018B Subordinated Bonds, and the amount subsequently required to be deposited to the credit of the Principal Account in the Subordinated Bonds Debt Service Fund pursuant to clause (5) of Section 505 of the Original Indenture, as supplemented, and Section 6.4(b) hereof shall be reduced to the extent of the moneys so transferred. If such moneys shall be in excess of the amount subsequently required to be so deposited in the Principal Account of the Subordinated Bonds Debt Service Fund, such excess shall be transferred to the Revenue Fund. If on October 1 of any year the moneys in the 2018B Subordinated Bonds Sinking Fund Account shall be sufficient to effect the redemption of all 2018B Subordinated Bonds Outstanding on the next succeeding December 1, or at such time as there shall not be any 2018B Subordinated Bonds Outstanding, any moneys in the 2018B Subordinated Bonds Sinking Fund Account in excess of the amount required for such redemption of all 2018B Subordinated Bonds outstanding on the next succeeding December 1, or at such time as there shall not be any 2018B Subordinated Bonds outstanding, any moneys in the 2018B Subordinated Bonds Sinking Fund Account in excess of the amount required for such redemption or all such moneys, as the case may be, shall be transferred to the Revenue Fund, and thereafter no further transfers shall be required to be made from the Revenue Fund to the 2018B Subordinated Bonds Sinking Fund Account, and the interest due on the 2018B Subordinated Bonds maturing on the redemption date shall be paid from moneys in the Interest Account in the Subordinated Bonds Debt Service Fund.

#### **6.5 Subordinated Bonds Debt Service Reserve Fund.**

(a) There was established and created in the Original Indenture the "**Subordinated Bonds Debt Service Reserve Fund**" which is held in trust by the Trustee until applied as directed by the Indenture. The Subordinated Bonds Debt Service Reserve Fund is a common Subordinated Bonds Debt Service Reserve Fund for all Subordinated Bonds, as permitted under Section 1101(e) of the Original Indenture.

(b) For each Fiscal Year, after first having made the deposits provided by the Indenture to the Subordinated Bonds Debt Service Fund and Subordinated Bonds Sinking Fund and while any Subordinated Bonds are outstanding, the Trustee shall transfer from the Revenue Fund on or before the Business Day immediately preceding an Interest Payment Date to the credit of the Subordinated Bonds Debt Service Reserve Fund out of the balance, if any, remaining in the Revenue Fund, the amount, if any, required to make the funds (including the principal amount of any surety bond for which the provider is not in default) deposited in the Subordinated Bonds Debt Service Reserve Fund equal the Subordinated Bonds Debt Service Reserve Requirement.

#### **6.6 Series 2018 Rebate Fund.**

Upon Written Request of the Commission the Trustee shall establish a Fund (and accounts therein) to be designated the "**Series 2018 Rebate Fund**", which shall be held separate and apart from all other Funds established under the Indenture. The Trustee shall make deposits to and disbursements from the Series 2018 Rebate Fund at the written direction of the Commission in accordance with the Tax Agreement, and the Trustee shall invest the Series 2018 Rebate Fund pursuant to the written instructions given to it by the Commission. The immediately preceding sentence of this Section may be superseded or amended by a new Tax Agreement delivered by the Commission and accompanied by a Favorable Opinion of Bond Counsel.

#### **6.7 Investment of Funds.**

Moneys on deposit with respect to the 2018 Bonds in funds or accounts established pursuant to this Article shall be invested by the Trustee solely in Permitted Investments, to the extent permitted by applicable law, at the written direction of the Commission, upon which the Trustee may rely concerning the legality and suitability of such Permitted Investments.

### **ARTICLE VII REDEMPTION OF 2018 BONDS**

#### **7.1 Optional Redemption.**

(a) 2018A Senior Bonds. The 2018A Senior Bonds are subject to redemption prior to maturity at any time on and after December 1, 2028, as a whole or in part (and if in part, in such order of maturity as directed by the Commission and within a maturity by lot), at the option of the Commission at par, plus accrued interest to the date of redemption, all in the manner provided by the Indenture.



(b) 2018B Subordinated Bonds. The 2018B Subordinated Bonds are subject to redemption prior to maturity at any time on and after December 1, 2028, as a whole or in part (and if in part, in such order of maturity as directed by the Commission and within a maturity by lot), at the option of the Commission at par, plus accrued interest to the date of redemption, all in the manner provided by the Indenture.

## 7.2 Mandatory Redemption.

(a) 2018A Senior Bonds. The 2018A Senior Bonds maturing on December 1, 2044 and December 1, 2048 shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

<u>Year</u>	<u>Principal Amount</u>
2040	\$28,435,000
2041	29,925,000
2042	31,495,000
2043	33,150,000
2044*	34,890,000

\*Maturity

<u>Year</u>	<u>Principal Amount</u>
2045	\$17,050,000
2046	17,900,000
2047	18,800,000
2048**	19,740,000

\*\*Maturity

(b) 2018B Subordinated Bonds. The 2018B Subordinated Bonds maturing on December 1, 2043 and December 1, 2048 shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

<u>Year</u>	<u>Principal Amount</u>
2040	\$16,310,000
2041	17,125,000
2042	17,985,000
2043*	18,885,000

\*Maturity

<u>Year</u>	<u>Principal Amount</u>
2044	\$8,825,000
2045	9,845,000
2046	10,915,000
2047	12,040,000
2048**	13,220,000

\*\*Maturity; denotes 2048 maturity that bears interest at 5.00%

<u>Year</u>	<u>Principal Amount</u>
2044	\$11,000,000
2045	11,000,000
2046	11,000,000
2047	11,000,000
2048***	11,000,000

\*\*\*Maturity; denotes 2048 maturity that bears interest at 5.25%

### **7.3 Partial Redemption.**

Except as to any mandatory sinking fund redemption as described above, any partial redemption may be in any order of maturity and in any principal amount within a maturity as designated by the Commission.

### **7.4 Selection of 2018 Bonds to be Redeemed.**

(a) 2018 Bonds shall be redeemed only in Authorized Denominations. If less than all 2018 Bonds of a Series are to be redeemed and paid prior to maturity, 2018 Bonds of such Series shall be selected by the Trustee as set forth in the Original Indenture.

(b) In the case of a partial redemption of 2018 Bonds when 2018 Bonds of a series of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate 2018 Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2018 Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the owner of such 2018 Bond or such owner's attorney or legal representative shall forthwith present and surrender such 2018 Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (2) for exchange, without charge to the owner thereof for a new 2018 Bond or 2018 Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2018 Bond. If the owner of any such 2018 Bond shall fail to present such 2018 Bond to the Trustee for payment and exchange as aforesaid, said 2018 Bond

shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

(c) The Trustee shall call 2018 Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days (or such shorter period as the Trustee may agree) prior to the redemption date of a Written Request of the Commission.

#### **7.5 Notice and Effect of Call for Redemption.**

Official notice of any such redemption shall be given by the Paying Agent or Trustee on behalf of the Commission by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the redemption date to each registered owner of the 2018 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Trustee.

All official notices of redemption shall be dated and shall state: (a) the redemption date; (b) the redemption price; (c) the Series; (d) if less than all Outstanding 2018 Bonds of a Series or subseries are to be redeemed, the identification number and the respective principal amounts of the 2018 Bonds to be redeemed; (e) the CUSIP numbers of all 2018 Bonds being redeemed (provided that the notice may contain the Trustee's standard disclaimer as to the correctness and use of the CUSIP numbers); (f) the date of issue, the rate of interest and the maturity date of each 2018 Bond being redeemed; (g) that on the redemption date the redemption price will become due and payable upon each such 2018 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (h) the place where such 2018 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Paying Agent for the payment of 2018 Bonds.

In the case of an optional redemption, the notice may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) that the Commission retains the right to rescind such notice at any time prior to the scheduled redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice (in either case, a "**Conditional Redemption**"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described below.

Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected holders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default (as defined in the Indenture). Further, in the case of a Conditional Redemption, the failure of the Commission to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Official notice of redemption having been given as aforesaid, the 2018 Bonds or portions of 2018 Bonds so to be redeemed shall, on the redemption date, become due and payable at the

redemption price therein specified, and from and after such date (unless the Commission shall default in the payment of the redemption price) such 2018 Bonds or portions of 2018 Bonds shall cease to bear interest. Upon surrender of such 2018 Bonds for redemption in accordance with said notice, such 2018 Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any 2018 Bond, there shall be prepared for the registered owner a new 2018 Bond or 2018 Bonds of the same maturity in the amount of the unpaid principal. All 2018 Bonds which have been redeemed shall be canceled and destroyed by the Trustee in accordance with Section 3.5 and shall not be reissued. A second notice of redemption shall be given within 60 days after the redemption date in the manner required herein to the Bond Owners of redeemed Bonds which have not been presented for payment within 30 days after the redemption date.

In addition to the foregoing notice, further notice shall be given by the Paying Agent or Trustee (either as a separate notice or as part of the notice above) on behalf of the Commission as set out below. No defect in said further notice or the second notice specified in the foregoing paragraph nor any failure to give all or any portion of such notices shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the date of issue of the 2018 Bonds as originally issued; (B) the rate of interest borne by each 2018 Bond being redeemed; (C) the maturity date of each 2018 Bond being redeemed; and (D) any other descriptive information needed to identify accurately the 2018 Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least 30 days before the redemption date by first class mail, postage prepaid, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the 2018 Bonds and shall be provided at least 30 days before the redemption date to the Municipal Securities Rulemaking Board ("**MSRB**") pursuant to its Electronic Municipal Market Access system ("**EMMA**") (or any successor electronic filing system established by the MSRB).

Upon the payment of the redemption price of 2018 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue, series or subseries, and maturity, the 2018 Bonds being redeemed with the proceeds of such check or other transfer.

For so long as the Securities Depository is effecting book-entry transfers of the 2018 Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository and EMMA. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a 2018 Bond (having been mailed notice from the Paying Agent or Trustee, a Participant or otherwise) to notify the Beneficial Owner of the 2018 Bond so affected, shall not affect the validity of the redemption of such Series 2018 Bond.

Failure to give any notice to any owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other 2018 Bonds. Any notice mailed shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives the notice.

## **ARTICLE VIII COVENANTS OF THE COMMISSION**

### **8.1 Payment of Principal of and Interest on 2018 Bonds.**

The Commission shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every 2018 Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Tax Revenues or otherwise from the Trust Estate.

### **8.2 Corporate Existence; Compliance with Laws.**

The Commission shall maintain its corporate existence; shall use its best efforts to maintain and renew all its rights, powers, privileges and franchises; and shall comply with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any legislative, executive, administrative or judicial body relating to the Commission's participation in the 2018 Project or the issuance of the 2018 Bonds.

### **8.3 Further Assurances.**

Except to the extent otherwise provided in the Indenture, the Commission shall not enter into any contract or take any action by which the rights of the Trustee or the holders of the Bonds may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Eighth Supplemental Indenture.

### **8.4 Bonds Not to Become Arbitrage Bonds.**

The Commission covenants to the holders of the 2018 Bonds that, notwithstanding any other provision of this Eighth Supplemental Indenture or any other instrument, it will not make any investment or other use of the proceeds of the 2018 Bonds which, if such investment or use had been reasonably expected on the Series Issue Date, would have caused the 2018 Bonds to be arbitrage bonds under Section 148 of the Code and the rules and regulations thereunder, and the Commission further covenants that it will comply with the requirements of such Section, rules and regulations. The foregoing covenants shall extend throughout the term of the 2018 Bonds to all funds and accounts created under this Eighth Supplemental Indenture and all moneys on deposit to the credit of any such fund or account, and to any other amounts which are 2018 Bond proceeds for purposes of Section 148 of the Code and the rules and regulations thereunder.

### **8.5 Financing Statements.**

Financing Statements have been filed relating to the pledge by the Commission to the Trustee of the Trust Estate as may be required by law fully to protect the security of the holders

of the 2018 Bonds and the right, title and interest of the Trustee in and to the Trust Estate or any part thereof. From time to time, the Trustee may, but shall not be required to, obtain an opinion of Counsel setting forth what, if any, actions by the Commission or Trustee should be taken to preserve such security. The Commission shall execute or cause to be executed any and all further instruments as may be required by law or as shall reasonably be requested by the Trustee for such protection of the interests of the holders of the 2018 Bonds, and shall furnish satisfactory evidence to the Trustee of filing and refiling of such instruments and of every additional instrument which shall be necessary to preserve the security of the holders of the 2018 Bonds and the right, title and interest of the Trustee in and to the Trust Estate or any part thereof until the principal of and interest on the 2018 Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instruments and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of Counsel will preserve such security and right, title and interest until the aforesaid principal and interest shall have been paid, all costs of any such filing to be borne by the Commission.

#### **8.6 Comply with Regulations.**

The Commission covenants that (1) it will take, or use its best efforts to require to be taken, all actions that may be required of the Commission to preserve its right to receive the Issuer Subsidy, and (2) will not take or authorize to be taken any actions within its control that would adversely affect its right to receive the Issuer Subsidy. Notwithstanding the foregoing, the breach of this covenant by the Commission shall not constitute a default under the Indenture.

### **ARTICLE IX MISCELLANEOUS PROVISIONS**

#### **9.1 No Rights Conferred on Others.**

Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Owners of the 2018 Bonds.

#### **9.2 Legal, etc. Provisions Disregarded.**

In case any provision in this Eighth Supplemental Indenture or the 2018 Bonds shall for any reason be held invalid, illegal or unenforceable in any respect, this Eighth Supplemental Indenture shall be construed as if such provision were not included herein.

#### **9.3 Notices.**

All notices and other communications provided for hereunder shall be in writing and sent by United States certified or registered mail, return receipt requested, or by telegraph, telex, telecopier or private delivery service or personal service, addressed as follows:

If to the Commission: Pennsylvania Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106-7676  
Attention: Chief Financial Officer  
Fax: (717) 986-8754

If to the Trustee: U.S. Bank National Association  
50 South 16<sup>th</sup> St. MAIL STATION: EX-PA-WBSP  
Philadelphia, PA 19102  
Attention: Michael Judge  
Fax: (215) 761-9412

If to the Paying Agent: Manufacturers and Traders Trust Company  
PA Corporate Trust Department  
PA1 HM22, P.O. Box 2961  
Harrisburg, PA 17101  
Attention: Colin M. Casner  
Fax: (717) 231-2608

Either party hereto may change the address to which notices to it are to be sent by written notice given to the other Persons listed in this Section. All notices shall, when mailed as aforesaid, be effective on the date indicated on the return receipt, and all notices given by other means shall be effective when received.

#### **9.4 Successors and Assigns.**

All the covenants, promises and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Commission, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

#### **9.5 Headings for Convenience Only.**

The descriptive headings in this Eighth Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

#### **9.6 Counterparts.**

This Eighth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

#### **9.7 Information Under Uniform Commercial Code.**

The following information is stated in order to facilitate filings under the Uniform Commercial Code:

The secured party is U.S. Bank National Association, as trustee. Its address from which information concerning the security interest may be obtained is set forth in Section 9.3. The debtor is Pennsylvania Turnpike Commission. Its mailing address is set forth in Section 9.3.

**9.8 Applicable Law.**

This Eighth Supplemental Indenture shall be governed by and construed in accordance with the laws of the Commonwealth.

**9.9 Notice to Rating Service.**

The Trustee shall promptly notify each Rating Agency then rating the 2018 Bonds at the request of the Commission of any material amendment or supplement to the Indenture, this Eighth Supplemental Indenture or any mortgage, deed of trust, security or guaranty securing payments due thereunder; of any change in the Trustee; of any acceleration of the 2018 Bonds; and upon the payment in full of 2018 Bonds.

**9.10 Inconsistent Provisions.**

All other provisions of Original Indenture shall remain in full force to the extent not inconsistent herewith.



**[SIGNATURE PAGE 1 OF 3 TO EIGHTH SUPPLEMENTAL INDENTURE]**

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Eighth Supplemental Indenture to be executed by its Chief Financial Officer and attested by an authorized officer, and the Trustee and the Paying Agent, have each caused this Eighth Supplemental Indenture to be executed by one of its Vice Presidents and attested by one of their respective authorized officers, all as of the day and year first above written.

ATTEST:

**PENNSYLVANIA TURNPIKE COMMISSION**

By:   
Authorized Officer

By:   
Chief Financial Officer

**[SIGNATURE PAGE 2 OF 3 TO EIGHTH SUPPLEMENTAL INDENTURE]**

ATTEST:

**U.S. BANK NATIONAL ASSOCIATION, as  
Trustee**

By: Stacy Mitchell  
Authorized Officer

By: [Signature]  
Vice President

**[SIGNATURE PAGE 3 OF 3 TO EIGHTH SUPPLEMENTAL INDENTURE]**

**ATTEST:**

**MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Paying Agent**

By: Rex F Hood  
Authorized Officer

By: [Signature]  
Vice President

## EXHIBIT A

### FORM OF 2018A SENIOR BOND

THE COMMISSION HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS BOND, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF THE BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, THE BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

Dated Date: \_\_\_\_\_, 2018

No.

Interest Rate: %

Registered Owner: Cede & Co.

Maturity Date:

Principal Amount: \$

CUSIP No.

### PENNSYLVANIA TURNPIKE COMMISSION OIL FRANCHISE TAX SENIOR REVENUE BOND, SERIES A OF 2018

Pennsylvania Turnpike Commission (the "Commission"), an instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby promises to pay to the registered owner hereof, or registered assigns, on the maturity date shown hereon, the principal amount shown hereon, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank National Association, as successor trustee (the "Trustee") under the Eighth Supplemental Trust Indenture dated as of June 1, 2018 (the "Eighth Supplemental Indenture"), amending and supplementing the Trust Indenture dated as of August 1, 1998 (the "Original Indenture" and together with the Eighth Supplemental Indenture and prior supplements and amendments, the "Indenture"), by and between the Commission and the Trustee, and to pay by check or draft drawn on Manufacturers and Traders Trust Company (together with any successors, the "Paying Agent"), interest on such principal sum, at the interest rate stated hereon, from the June 1 or December 1 (each hereinafter referred to as an "Interest Payment Date") next preceding the date hereof unless (i) this Bond shall be authenticated after a Record Date (hereinafter described) and on or before the next

succeeding Interest Payment Date, in which case this Bond shall bear interest from such next succeeding Interest Payment Date, or (ii) this Bond shall be authenticated on or before December 1, 2018, in which case this Bond shall bear interest from June 5, 2018, payable December 1, 2018, and semiannually on each Interest Payment Date thereafter until the obligation with respect to the payment of such principal shall be discharged, but only in the case of interest due at or before maturity, to the person in whose name this Bond shall be registered at the close of business on the Record Date for such interest, which shall be the fifteenth day of the calendar month immediately preceding such Interest Payment Date. Any interest not paid on an Interest Payment Date shall be paid to the persons in whose names the bonds are registered as of a Special Record Date, fixed in the following manner. The Trustee shall fix a Special Record Date for the payment of such unpaid interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice from the Commission of the date and amount of the proposed payment. The Trustee shall, in the name and at the expense of the Commission, cause notice of the proposed payment of such unpaid interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

At the request of any registered owner of at least \$1,000,000 aggregate principal amount of Bonds, interest on this Bond shall be payable by wire transfer within the continental United States to a designated bank account of such owner or in such other fashion as is agreed upon in writing between the owner and the Paying Agent, provision for which must have been received no later than ten Business Days prior to the Record Date.

**THE BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION PAYABLE SOLELY FROM THAT PORTION OF THE OIL FRANCHISE TAX (AS DEFINED HEREINAFTER) PAID TO THE COMMISSION OR THE TRUSTEE AND CERTAIN FUNDS HELD UNDER THE INDENTURE AND THE EARNINGS THEREON. THE BONDS SHALL NOT BE DEEMED TO BE A DEBT OF THE COMMONWEALTH AND SHALL NOT BE AN OBLIGATION OF THE COMMISSION PAYABLE FROM ANY SOURCE EXCEPT THAT PORTION OF THE OIL FRANCHISE TAX PAID TO THE COMMISSION OR THE TRUSTEE BY THE COMMONWEALTH AND CERTAIN FUNDS HELD UNDER THE INDENTURE AND THE EARNINGS THEREON. THE COMMISSION HAS NO TAXING POWER.**

This Bond is one of a duly authorized issue of bonds of the Commission designated "Pennsylvania Turnpike Commission Oil Franchise Tax Senior Revenue Bonds, Series A of 2018" (the "Bonds"), issued in the aggregate principal amount of \$231,385,000 under and pursuant to the Enabling Acts (as defined in the Indenture ), under and pursuant to resolutions of the Commission and under and pursuant to the Indenture, for the purpose of providing funds to finance the costs of: (i) various capital expenditures for the Pennsylvania Turnpike System set forth in the Commission's current or any prior Independently Funded Capital Plan, including but not limited to, the funding of capital expenditures related to the Southern Beltway or the Mon-Fayette Expressway; and (ii) paying the costs of issuing the Bonds. An executed counterpart of the Eighth Supplemental Indenture is on file at the office of the Commission and at the designated corporate trust offices of the Trustee and the Paying Agent. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of

the proceeds of the Bonds, the collection and disposition of Tax Revenues, the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the Bonds, the nature and extent of the security, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the Bonds. By the acceptance of this Bond, the registered owner hereof and, if a book-entry system is being used for the Bonds, any participant in the owner and any person claiming a beneficial interest under or through such owner or participant assents to all of the provisions of the Indenture.

Whenever the due date for payment of interest or principal of the Bonds (as hereinabove defined) or the date fixed for redemption of any Bond shall not be a Business Day (as defined in the Eighth Supplemental Indenture), then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the due date for payment of principal, interest or redemption price, and no interest shall accrue thereon for any period after such due date. Principal of, premium, if any, and interest on this Bond are payable only from moneys deposited or to be deposited under the Indenture, in such coin or currency of the United States of America as at the time and place of payment is legal tender for payment of public and private debts.

Simultaneously herewith, the Commission is issuing \$210,480,000 aggregate principal amount of its Oil Franchise Tax Subordinated Revenue Bonds, Series B of 2018. The Original Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth of additional Senior Bonds and additional Subordinated Bonds (each as described in the Original Indenture) for the purposes set forth therein.

The Bonds are equally and ratably secured as Senior Bonds by a pledge by the Commission of the Trust Estate (as defined in the Indenture), including the Tax Revenues (as defined in the Indenture), which term includes that portion of the "oil company franchise tax for the highway maintenance and construction" (the "Oil Franchise Tax") collected by the Commonwealth and paid to the Trustee, and any other receipts, revenues and other moneys received by the Trustee from the Commonwealth in substitution and/or replacement thereof, and any outstanding Senior Bonds and any additional Senior Bonds issued under the Indenture will be equally and ratably secured under the Indenture with the Bonds.

In the event the Tax Revenues are insufficient to pay the principal of and interest on the Bonds and all bonds issued under the Indenture or any indenture supplemental thereto, the Commission covenants pursuant to the Indenture to petition the General Assembly of the Commonwealth of Pennsylvania to increase the Tax Revenues allocated to it. The General Assembly has no obligation to take such action, however. In the statute establishing the oil company franchise tax, however, the following pledge is made, which the Commission covenants to seek to enforce under the Indenture:

The Commonwealth does hereby pledge to and agree with any person, firm or corporation acquiring any bonds to be issued by the Pennsylvania Turnpike Commission and secured in whole or in part by a pledge of the portion of the tax known as the "oil company franchise tax for the highway maintenance and

construction" which is imposed by Section 9502(a)(2) and distributed in the manner indicated in that section, including 14% for toll roads designated under the Turnpike Organization, Extension and Toll Road Conversion Act, that the Commonwealth will not limit or alter the rights vested in the Pennsylvania Turnpike Commission to the appropriation and distribution of such tax revenues.

The Bonds are issuable in the form of registered bonds in denominations of \$5,000 each or any integral multiple thereof. Subject to the conditions and upon payment of the charges, if any, provided in the Indenture, this Bond, upon surrender hereof at the designated corporate trust office of the Bond Registrar, with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his/her attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination of the same maturity.

#### **OPTIONAL REDEMPTION**

The Bonds are subject to redemption prior to maturity at any time on and after December 1, 2028, as a whole or in part (and if in part, in such order of maturity as directed by the Commission and within a maturity by lot), at the option of the Commission at par, plus accrued interest to the date of redemption, all in the manner provided by the Indenture.

#### **MANDATORY REDEMPTION**

The Bonds maturing on December 1, 2044 and December 1, 2048 shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

<u>Year</u>	<u>Principal Amount</u>
2040	\$28,435,000
2041	29,925,000
2042	31,495,000
2043	33,150,000
2044*	34,890,000

\*Maturity

<u>Year</u>	<u>Principal Amount</u>
2045	\$17,050,000
2046	17,900,000
2047	18,800,000
2048**	19,740,000

\*\*Maturity

If less than all of the Bonds which are stated to mature on the same date shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof, and that, in selecting portions of Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000.

In the event of any such redemption, either in whole or in part, notice of such redemption shall be mailed via first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed at their registered addresses in the manner and under the terms and conditions provided in the Indenture. Such mailing shall not be a condition precedent to such redemption, and failure to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds. The Bonds or portions thereof so called for redemption shall become due and payable at the applicable redemption price herein provided, and from and after the date so fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable.

In the case of an optional redemption, the notice may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) that the Commission retains the right to rescind such notice at any time prior to the scheduled redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described below.

Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected holders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default (as defined in the Indenture). Further, in the case of a Conditional Redemption, the failure of the Commission to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

The owner of this Bond by the acceptance hereof specifically agrees that the Trustee shall be under no obligation to take any action with respect to any Event of Default occurring under the terms of this Bond or the Indenture, other than to give notice of certain defaults as provided in the Indenture, unless requested so to do in writing by the owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding under the Indenture with respect to which the Event of Default has occurred and upon receipt of satisfactory indemnity as provided in the Indenture.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any



Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Upon the occurrence of an Event of Default, and on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Bonds then outstanding under the Indenture may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made by the Commission and the Trustee only to the extent and in the circumstances permitted by the Indenture. Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed to them in the Indenture.

All acts, conditions and things required by the constitution and statutes of the Commonwealth and the rules and regulations of the Commission to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Bond Registrar or its Agent.

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Bond to be executed in its name by the signature of the Chair of said Commission, and the official seal of said Commission to be affixed hereto and attested by the signature of the Assistant Secretary and Treasurer of said Commission.

ATTEST:

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Chair  
Pennsylvania Turnpike Commission

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Assistant Secretary/Treasurer  
Pennsylvania Turnpike Commission

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture. The text of opinion printed on the reverse hereof is the text of opinion of co-Bond Counsel, Buchanan Ingersoll & Rooney PC and Zarwin Baum DeVito Kaplan Schaer Toddy P.C., dated and delivered on the date of original delivery of and payment for the Bonds, an executed counterpart of which is on file with the Trustee and the Bond Registrar.

U.S. Bank National Association, Authenticating  
Agent

By: \_\_\_\_\_  
Authorized Signatory of  
Authenticating Agent

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

**ATTACH OPINION OF CO-BOND COUNSEL**

**[FORM OF ASSIGNMENT]**

For the value received, the undersigned sells, assigns and transfers this Bond to (Name and Address of Assignee)

Social Security or Other Identifying Number of Assignee and irrevocably appoints \_\_\_\_\_ attorney in fact to transfer it on the books kept for registration of the Bond, with full power of substitution.

NOTE: The signature to this assignment must correspond with the name as written on the face of the Bond without alteration or enlargement or other change.

## EXHIBIT B

### FORM OF 2018B SUBORDINATED BOND

THE COMMISSION HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS BOND, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF THE BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, THE BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Dated Date: \_\_\_\_\_, 2018

No.

Registered Owner: Cede & Co.

Principal Amount: \$

Interest Rate: %

Maturity Date:

CUSIP No.

### PENNSYLVANIA TURNPIKE COMMISSION OIL FRANCHISE TAX SUBORDINATED REVENUE BOND, SERIES B OF 2018

Pennsylvania Turnpike Commission (the "Commission"), an instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby promises to pay to the registered owner hereof, or registered assigns, on the maturity date shown hereon, the principal amount shown hereon, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank National Association, as successor trustee (the "Trustee") under the Eighth Supplemental Trust Indenture dated as of June 1, 2018 (the "Eighth Supplemental Indenture"), amending and supplementing the Trust Indenture dated as of August 1, 1998 (the "Original Indenture" and together with the Eighth Supplemental Indenture and prior supplements and amendments, the "Indenture"), by and between the Commission and the Trustee, and to pay by check or draft drawn on Manufacturers and Traders Trust Company (together with any successors, the "Paying Agent"), interest on such principal sum, at the interest rate stated hereon, from the June 1 or December 1 (each hereinafter referred to as an "Interest Payment Date") next preceding the date hereof unless (i) this Bond shall be authenticated after a Record Date (hereinafter described) and on or before the next

succeeding Interest Payment Date, in which case this Bond shall bear interest from such next succeeding Interest Payment Date, or (ii) this Bond shall be authenticated on or before December 1, 2018, in which case this Bond shall bear interest from June 5, 2018, payable December 1, 2018, and semiannually on each Interest Payment Date thereafter until the obligation with respect to the payment of such principal shall be discharged, but only in the case of interest due at or before maturity, to the person in whose name this Bond shall be registered at the close of business on the Record Date for such interest, which shall be the fifteenth day of the calendar month immediately preceding such Interest Payment Date. Any interest not paid on an Interest Payment Date shall be paid to the persons in whose names the bonds are registered as of a Special Record Date, fixed in the following manner. The Trustee shall fix a Special Record Date for the payment of such unpaid interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice from the Commission of the date and amount of the proposed payment. The Trustee shall, in the name and at the expense of the Commission, cause notice of the proposed payment of such unpaid interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

At the request of any registered owner of at least \$1,000,000 aggregate principal amount of Bonds, interest on this Bond shall be payable by wire transfer within the continental United States to a designated bank account of such owner or in such other fashion as is agreed upon in writing between the owner and the Paying Agent, provision for which must have been received no later than ten Business Days prior to the Record Date.

**THE BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION PAYABLE SOLELY FROM THAT PORTION OF THE OIL FRANCHISE TAX (AS DEFINED HEREINAFTER) PAID TO THE COMMISSION OR THE TRUSTEE AND CERTAIN FUNDS HELD UNDER THE INDENTURE AND THE EARNINGS THEREON. THE BONDS SHALL NOT BE DEEMED TO BE A DEBT OF THE COMMONWEALTH AND SHALL NOT BE AN OBLIGATION OF THE COMMISSION PAYABLE FROM ANY SOURCE EXCEPT THAT PORTION OF THE OIL FRANCHISE TAX PAID TO THE COMMISSION OR THE TRUSTEE BY THE COMMONWEALTH AND CERTAIN FUNDS HELD UNDER THE INDENTURE AND THE EARNINGS THEREON. THE COMMISSION HAS NO TAXING POWER.**

This Bond is one of a duly authorized issue of bonds of the Commission designated "Pennsylvania Turnpike Commission Oil Franchise Tax Subordinated Revenue Bonds, Series B of 2018" (the "Bonds"), issued in the aggregate principal amount of \$210,480,000 under and pursuant to the Enabling Acts (as defined in the Indenture), under and pursuant to resolutions of the Commission and under and pursuant to the Indenture, for the purpose of providing funds to finance the costs of: (i) various capital expenditures for the Pennsylvania Turnpike System set forth in the Commission's current or any prior Independently Funded Capital Plan, including but not limited to, the funding of capital expenditures related to the Southern Beltway or the Mon-Fayette Expressway; (ii) funding necessary reserves or similar funds to the extent required for such financing, and (iii) paying the costs of issuing the Bonds. An executed counterpart of the Eighth Supplemental Indenture is on file at the office of the Commission and at the designated corporate trust offices of the Trustee and the Paying Agent. Reference is hereby made to the

Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of Tax Revenues, the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the Bonds, the nature and extent of the security, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the Bonds. By the acceptance of this Bond, the registered owner hereof and, if a book-entry system is being used for the Bonds, any participant in the owner and any person claiming a beneficial interest under or through such owner or participant assents to all of the provisions of the Indenture.

Whenever the due date for payment of interest or principal of the Bonds (as hereinabove defined) or the date fixed for redemption of any Bond shall not be a Business Day (as defined in the Eighth Supplemental Indenture), then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the due date for payment of principal, interest or redemption price, and no interest shall accrue thereon for any period after such due date. Principal of, premium, if any, and interest on this Bond are payable only from moneys deposited or to be deposited under the Indenture, in such coin or currency of the United States of America as at the time and place of payment is legal tender for payment of public and private debts.

Simultaneously herewith, the Commission is issuing \$231,385,000 aggregate principal amount of its Oil Franchise Tax Senior Revenue Bonds, Series A of 2018. The Original Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth of additional Senior Bonds and additional Subordinated Bonds (each as described in the Original Indenture) for the purposes set forth therein.

The Bonds are equally and ratably secured as Subordinated Bonds by a pledge by the Commission of the Trust Estate (as defined in the Indenture), including the Tax Revenues (as defined in the Indenture), which term includes that portion of the "oil company franchise tax for the highway maintenance and construction" (the "Oil Franchise Tax") collected by the Commonwealth and paid to the Trustee, and any other receipts, revenues and other moneys received by the Trustee from the Commonwealth in substitution and/or replacement thereof, and any outstanding Subordinated Bonds and any additional Subordinated Bonds issued under the Indenture will be equally and ratably secured under the Indenture with the Bonds.

In the event the Tax Revenues are insufficient to pay the principal of and interest on the Bonds and all bonds issued under the Indenture or any indenture supplemental thereto, the Commission covenants pursuant to the Indenture to petition the General Assembly of the Commonwealth of Pennsylvania to increase the Tax Revenues allocated to it. The General Assembly has no obligation to take such action, however. In the statute establishing the oil company franchise tax, however, the following pledge is made, which the Commission covenants to seek to enforce under the Indenture:

The Commonwealth does hereby pledge to and agree with any person, firm or corporation acquiring any bonds to be issued by the Pennsylvania Turnpike Commission and secured in whole or in part by a pledge of the portion of the tax known as the "oil company franchise tax for the highway maintenance and construction" which is imposed by Section

9502(a)(2) and distributed in the manner indicated in that section, including 14% for toll roads designated under the Turnpike Organization, Extension and Toll Road Conversion Act, that the Commonwealth will not limit or alter the rights vested in the Pennsylvania Turnpike Commission to the appropriation and distribution of such tax revenues.

The Bonds are issuable in the form of registered bonds in denominations of \$5,000 each or any integral multiple thereof. Subject to the conditions and upon payment of the charges, if any, provided in the Indenture, this Bond, upon surrender hereof at the designated corporate trust office of the Bond Registrar, with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his/her attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination of the same maturity.

### **OPTIONAL REDEMPTION**

The Bonds are subject to redemption prior to maturity at any time on and after December 1, 2028, as a whole or in part (and if in part, in such order of maturity as directed by the Commission and within a maturity by lot), at the option of the Commission at par, plus accrued interest to the date of redemption, all in the manner provided by the Indenture.

### **MANDATORY REDEMPTION**

The Bonds maturing on December 1, 2043 and December 1, 2048 shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

<u>Year</u>	<u>Principal Amount</u>
2040	\$16,310,000
2041	17,125,000
2042	17,985,000
2043*	18,885,000

\*Maturity

<u>Year</u>	<u>Principal Amount</u>
2044	\$8,825,000
2045	9,845,000
2046	10,915,000
2047	12,040,000
2048**	13,220,000

\*\*Maturity; denotes 2048 maturity that bears interest at 5.00%



<u>Year</u>	<u>Principal Amount</u>
2044	\$11,000,000
2045	11,000,000
2046	11,000,000
2047	11,000,000
2048***	11,000,000

\*\*\*Maturity; denotes 2048 maturity that bears interest at 5.25%

If less than all of the Bonds which are stated to mature on the same date shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof, and that, in selecting portions of Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000.

In the event of any such redemption, either in whole or in part, notice of such redemption shall be mailed via first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the redemption date to the registered owners of any Bonds or portions of Bonds to be redeemed at their registered addresses in the manner and under the terms and conditions provided in the Indenture. Such mailing shall not be a condition precedent to such redemption, and failure to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds. The Bonds or portions thereof so called for redemption shall become due and payable at the applicable redemption price herein provided, and from and after the date so fixed for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable.

In the case of an optional redemption, the notice may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) that the Commission retains the right to rescind such notice at any time prior to the scheduled redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described below.

Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Commission delivers a certificate of a Commission Official to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected holders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default (as defined in the Indenture). Further, in the case of a Conditional Redemption, the failure of the Commission to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

The owner of this Bond by the acceptance hereof specifically agrees that the Trustee shall be under no obligation to take any action with respect to any Event of Default occurring under the terms of this Bond or the Indenture, other than to give notice of certain defaults as provided in the Indenture, unless requested so to do in writing by the owners of not less than twenty-five percent (25%) in principal amount of the Bonds then Outstanding under the Indenture with respect to which the Event of Default has occurred and upon receipt of satisfactory indemnity as provided in the Indenture.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Upon the occurrence of an Event of Default, and on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Bonds then outstanding under the Indenture may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made by the Commission and the Trustee only to the extent and in the circumstances permitted by the Indenture. Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed to them in the Indenture.

All acts, conditions and things required by the constitution and statutes of the Commonwealth and the rules and regulations of the Commission to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Bond Registrar or its Agent.

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Bond to be executed in its name by the signature of the Chair of said Commission, and the official seal of said Commission to be affixed hereto and attested by the signature of the Assistant Secretary and Treasurer of said Commission.

ATTEST:

\_\_\_\_\_  
Chair  
Pennsylvania Turnpike Commission

\_\_\_\_\_  
Assistant Secretary/Treasurer  
Pennsylvania Turnpike Commission

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture. The text of opinion printed on the reverse hereof is the text of opinion of co-Bond Counsel, Buchanan Ingersoll & Rooney PC and Zarwin Baum DeVito Kaplan Schaer Toddy P.C., dated and delivered on the date of original delivery of and payment for the Bonds, an executed counterpart of which is on file with the Trustee and the Bond Registrar.

U.S. Bank National Association, Authenticating  
Agent

By: \_\_\_\_\_  
Authorized Signatory of  
Authenticating Agent

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

**ATTACH OPINION OF CO-BOND COUNSEL**

**[FORM OF ASSIGNMENT]**

For the value received, the undersigned sells, assigns and transfers this Bond to (Name and Address of Assignee)

Social Security or Other Identifying Number of Assignee and irrevocably appoints \_\_\_\_\_ attorney in fact to transfer it on the books kept for registration of the Bond, with full power of substitution.

NOTE: The signature to this assignment must correspond with the name as written on the face of the Bond without alteration or enlargement or other change.