

SUPPLEMENTAL TRUST INDENTURE NO. 17

Dated as of December 1, 2009

by and between

PENNSYLVANIA TURNPIKE COMMISSION
and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Supplementing

AMENDED AND RESTATED TRUST INDENTURE
Originally Dated as of July 1, 1986
Amended and Restated as of March 1, 2001

Securing
Pennsylvania Turnpike Commission
Turnpike Revenue Bonds
Series B of 2009

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EXHIBIT A -- FORM OF 2009B BOND

SUPPLEMENTAL TRUST INDENTURE NO. 17

This SUPPLEMENTAL TRUST INDENTURE NO. 17 (this "Supplemental Indenture") is dated as of December 1, 2009, by and between PENNSYLVANIA TURNPIKE COMMISSION (the "Commission"), an instrumentality of the Commonwealth, and U.S. BANK NATIONAL ASSOCIATION (successor trustee to First Union National Bank), as Trustee (the "Trustee"), a national banking association organized and existing under the laws of the United States of America.

RECITALS:

WHEREAS, the Commission has previously issued various series of its Pennsylvania Turnpike Revenue Bonds pursuant to an Indenture of Trust dated as of July 1, 1986 between the Commission and the Trustee, as supplemented and amended from time to time (the "1986 Indenture"); and

WHEREAS, in order to provide the Commission, among other things, greater flexibility in conducting its operations and in financing its capital needs, the Commission and the Trustee entered into an Amended and Restated Trust Indenture dated as of March 1, 2001 amending and restating the 1986 Indenture in its entirety, as amended or supplemented, (the "Restated Indenture") pursuant to which other series of Turnpike Revenue Bonds have been issued (the Turnpike Revenue Bonds issued pursuant to the 1986 Indenture and the Restated Indenture are referred to collectively as the "Bonds"); and

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

WHEREAS, the Commission has by resolution adopted on October 6, 2009, under the provisions of Section 210 of the Restated Indenture, duly authorized the issuance of Additional Bonds in the aggregate principal amount not to exceed \$950,000,000 in one or more series of Bonds; and

WHEREAS, the Commission has designated a portion of the Additional Bonds to be issued pursuant to the Indenture and this Supplemental Indenture (the Restated Indenture, as amended and supplemented through the date hereof, including being amended and supplemented by this Supplemental Indenture and as it may be further amended and supplemented from time to time, is referred to hereinafter as the "Indenture") as the "Pennsylvania Turnpike Commission, Turnpike Revenue Bonds, Series B of 2009" (the "2009B Bonds") issued in the aggregate principal amount of \$375,010,000; and

WHEREAS, the Commission is issuing the 2009B Bonds for the purposes of financing the costs of (i) the current refunding of its Variable Rate Demand Turnpike Revenue Bonds, Series U of 2001 (the "Series 2001U Bonds"), Variable Rate Demand Turnpike Revenue Bonds, Series A of 2002 (the "Series 2002A Bonds") and its Variable Rate Demand Turnpike Revenue Bonds, Series B of 2002 (the "Series 2002B Bonds"); (ii) termination payments on certain interest rate swaps (the "Swap Agreements") related to the Series 2002A Bonds, the Series 2002B Bonds and the Series 2001U Bonds; (iii) the funding of necessary reserves to the extent required; and (iv) costs of issuing the 2009B Bonds (collectively, the "2009B Project"); and

WHEREAS, all things have been done necessary for making the 2009B Bonds, when authenticated and issued as provided in the Indenture, the valid, binding and legal obligations of the Commission according to the import thereof, and for the creation, execution and delivery of this Supplemental Indenture.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE

WITNESSETH:

In addition to the granting clauses set forth in the Indenture, and as from time to time further amended and supplemented, the Commission, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the 2009B Bonds by the Owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on, the 2009B Bonds according to their tenor and effect, and to secure the performance and observance by the Commission of all the covenants expressed or implied herein and in the 2009B Bonds, does hereby sell, assign, transfer, set over and pledge to the Trustee, its successors in the trust and to its and their assigns forever, to the extent provided in the Indenture, the Trust Estate;

TO HAVE AND TO HOLD all and singular the Trust Estate whether now owned or hereafter acquired unto the Trustee and its respective successors in trust and assigns forever, so that the principal of, premium, if any, and interest on all Bonds shall be equally and proportionately secured hereby, except as may be otherwise provided in the Indenture.

ARTICLE 1. - DEFINITIONS

1.01 Additional Definitions.

All terms used as defined terms in the Indenture, or, following the effectiveness of the Indenture, as amended and supplemented from time to time, 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 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 2009B 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; and (b) reasonable fees and expenses of counsel to the Commission and the Trustee.

“Authorized Denominations” shall mean, with respect to the 2009B Bonds, \$5,000 and integral multiples thereof.

“Bond Documents” means this Supplemental Indenture, the 2009B Bonds, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“Defaulted Interest” means interest on any 2009B Bond which is payable but not paid on the date due.

“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.

“Indenture” means the Restated Indenture, as amended and supplemented, by any amendment or supplement including this Supplemental Indenture and as further amended or supplemented at the time in question, including amendments or restatement effected by the Restated Indenture.

“Interest Payment Date” means, with respect to the 2009B Bonds, each June 1 and December 1 commencing June 1, 2010.

“Owner,” “Holder,” “Bondowner” or “Registered Owner” means the Person in whose name a Bond is registered on the Bond Register.

“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.

“Rebate Fund” means the fund so designated which is authorized to be established pursuant to Section 3.04.

“Record Date” means the 15th day of the month immediately preceding such Interest Payment Date.

“Representation Letter” means the representation letter from the Commission, the Trustee and the Paying Agent to DTC dated the Series Issue Date or, if the Commission has executed and delivered a Blanket Letter of Representations in favor of DTC, such Blanket Letter of Representations.

“Reserve Requirement Deposit” means, with respect to the 2009B Bonds, an amount sufficient to satisfy the Debt Service Reserve Requirement.

“Series Issue Date” shall have the meaning set forth in Section 2.02(d) hereof.

“Special Record Date” means the date fixed by the Trustee pursuant to Section 2.04(g) for the payment of Defaulted Interest.

“2009B Bond” or “2009B Bonds” means any bond or bonds authenticated and delivered under this Supplemental Indenture.

“2009B Clearing Fund” means the fund so designated established pursuant to Section 3.01.

“Tax Certificate” means the Tax Certificate dated the Series Issue Date executed by the Commission in connection with the issuance of the 2009B Bonds, as amended from time to time.

“Written Request” means a request in writing signed by the Commission Official or any other officers designated by the Commission to sign such Written Request.

1.02 Rules of Construction; Time of Day.

In this 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 form of 2009B Bonds) refer to this Supplemental Indenture, and (iv) all references to particular Articles or Sections are references to the Articles or Sections of this Supplemental Indenture unless otherwise specified. References to any time of the day in this 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 2. - THE 2009B BONDS

2.01 Amount, Form and Issuance of Bonds.

(a) An aggregate principal amount of \$375,010,000 of 2009B Bonds are authorized for issuance pursuant to this Supplemental Indenture, all of which will be issued on the Series Issue Date. The 2009B Bonds shall contain substantially the terms recited in the form of 2009B Bond attached hereto as Exhibit A. All 2009B Bonds shall provide that principal (or redemption price) and interest in respect thereof shall be payable only out of the Trust Estate. The Commission shall cause a copy of the text of the opinion of Co-Bond Counsel delivered in connection with the issuance of the 2009B Bonds to be printed on or attached to such 2009B Bonds, and shall cause to be placed on deposit with the Authenticating Agent executed counterparts of such opinion. The Authenticating Agent shall certify to the correctness of the copy appearing on the 2009B Bonds by manual or facsimile signature. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the 2009B Bonds. The 2009B 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 2009B Bonds and deliver them to the Authenticating Agent for authentication. At the direction of the Commission, the Authenticating Agent shall authenticate the 2009B Bonds and deliver them to the purchasers thereof.

2.02 Designation, Denominations, Maturity Dates and Interest Accrual.

(a) The 2009B Bonds shall be designated "Pennsylvania Turnpike Commission Turnpike Revenue Bonds, Series B of 2009."

(b) The 2009B Bonds shall be issuable only in Authorized Denominations.

(c) The 2009B Bonds shall mature on the dates, and shall bear interest at the rates set forth below, subject to prior redemption as provided in Article 4 and in the form of 2009B Bonds attached to this Supplemental Indenture as Exhibit A.

| <u>Maturity Date</u> <u>(December 1)</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|---------------------------------------------|-------------------------|----------------------|
| 2014 | \$ 1,735,000 | 3.000% |
| 2014 | 10,635,000 | 5.000% |
| 2015 | 3,325,000 | 3.000% |
| 2015 | 9,560,000 | 5.000% |
| 2016 | 5,660,000 | 4.000% |
| 2016 | 32,010,000 | 5.000% |
| 2017 | 1,415,000 | 3.250% |
| 2017 | 38,015,000 | 5.000% |
| 2018 | 4,080,000 | 3.125% |
| 2018 | 36,250,000 | 5.000% |
| 2019 | 5,225,000 | 3.250% |
| 2019 | 37,020,000 | 5.000% |
| 2020 | 2,895,000 | 3.500% |
| 2020 | 1,535,000 | 4.000% |
| 2020 | 23,375,000 | 5.000% |
| 2021 | 1,800,000 | 4.000% |
| 2021 | 27,260,000 | 5.000% |
| 2022 | 1,325,000 | 4.000% |
| 2022 | 30,025,000 | 5.000% |
| 2023 | 520,000 | 4.000% |
| 2023 | 31,810,000 | 5.000% |
| 2024 | 1,190,000 | 4.000% |
| 2024 | 32,750,000 | 5.000% |
| 2025 | 1,270,000 | 4.000% |
| 2025 | 34,325,000 | 5.000% |

(d) The 2009B Bonds shall have a "Series Issue Date" which shall be December 22, 2009, the date of original issuance and first authentication and delivery against payment therefor, and which shall be set forth on the face side of all 2009B Bonds authenticated by the Authenticating Agent. 2009B Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a "Dated Date" of December 22, 2009. 2009B 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 2009B 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 Paying Agent, interest on the 2009B Bonds shall be in default, 2009B Bonds issued in exchange for 2009B 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 Bonds or, if no interest has been paid on the 2009B Bonds, the Series Issue Date of the 2009B Bonds.

(e) The 2009B 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 2009B Bonds shall be paid on each Interest Payment Date. Each 2009B Bond shall bear interest on overdue principal at the rate borne by such 2009B Bond. Interest on the 2009B Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(f) The 2009B Bonds shall be subject to optional redemption as provided in Article 4.

2.03 Book Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section, the registered owner of all of the 2009B Bonds shall be DTC and the 2009B Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on any 2009B Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of immediately available funds to the account of Cede & Co. on the Interest Payment Date for the 2009B Bonds at the address indicated on the Record Date for Cede & Co. in the Bond Register kept by the Paying Agent.

(b) The 2009B Bonds shall be initially issued in the form of separate single fully registered 2009B Bonds, authenticated by the Authenticating Agent in the amount of each separately stated maturity of the 2009B Bonds. Upon initial issuance, the ownership of such 2009B Bonds shall be registered in the registry books of the Commission kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. The Paying Agent and the Commission shall treat DTC (or its nominee) as the sole and exclusive Owner of the 2009B Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the 2009B Bonds, selecting the 2009B Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Indenture, registering the transfer of 2009B Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Paying Agent nor the Commission shall be affected by any notice to the contrary. Neither the Paying Agent nor the Commission shall have any responsibility or obligation to any DTC participant, any Person claiming a beneficial ownership interest in the 2009B Bonds under or through DTC or any DTC participant, or any other Person which is not shown on the registration books of the Paying Agent as being a 2009B Bondholder, with respect to: (i) the accuracy of any records maintained by DTC or any DTC participant; (ii) the payment of DTC or any DTC participant of any amount in respect of the principal or redemption price of or interest on the 2009B Bonds; (iii) any notice which is permitted or required to be given to Bondholders under the Indenture; (iv) the selection by DTC or any DTC participant of any Person to receive payment in the event of a partial redemption of the 2009B Bonds; or (v) any consent given or other action taken by DTC as holder of the 2009B Bonds. The Trustee shall pay all principal of and premium, if any, and interest on the 2009B Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the Commonwealth), DTC 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 2009B Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated 2009B Bond for each separately stated maturity 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 DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the name "Cede & Co." in the Indenture shall be deemed to be changed to reflect such new nominee of DTC.

(c) In the event the Commission determines, and notifies the Trustee of such determination, that it is in the best interest of the Commission and/or the Beneficial Owners of 2009B Bonds that the Beneficial Owners be able to obtain 2009B Bond certificates, the Trustee shall notify DTC, whereupon DTC will notify the DTC participants of the availability through DTC of 2009B Bond certificates. In such event, the Trustee shall deliver, transfer and exchange 2009B Bond certificates, as directed by DTC as the 2009B Bondholder, in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2009B Bonds at any time by giving notice to the Commission and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Commission and the Trustee shall be obligated to deliver 2009B Bond certificates as directed by DTC. In the event 2009B Bond certificates are issued, the provisions of the Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC

requests the Commission and the Trustee to do so, the Trustee and the Commission will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the 2009B Bonds to any DTC participant having 2009B Bonds credited to its DTC account, or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the 2009B Bonds.

(d) Notwithstanding any other provision of the Indenture to the contrary, so long as any 2009B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such 2009B Bond and all notices with respect to such 2009B Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to 2009B Bondholders pursuant to the Indenture by the Commission or the Paying Agent with respect to any consent or other action to be taken by 2009B Bondholders, the Commission or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC as sole 2009B Bondholder notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole 2009B Bondholder.

2.04 Method and Place of Payment of 2009B Bonds.

(a) All 2009B Bonds shall provide that principal (or redemption price) and interest in respect thereof shall be payable only out of the Trust Estate. The Commission shall cause a copy of the text of the opinion of Co-Bond Counsel delivered in connection with the issuance of the 2009B Bonds to be printed on or attached to such 2009B Bonds, and shall cause to be placed on deposit with the Authenticating Agent executed counterparts of such opinion. The Authenticating Agent shall certify to the correctness of the copy appearing on the 2009B Bonds by manual or facsimile signature. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the 2009B Bonds. The 2009B 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) The Commission hereby directs the Trustee to pay and deposit from Revenues into the applicable account of the Debt Service Fund such amounts as are necessary to pay interest and principal on the 2009B Bonds on the Interest Payment Date and on the Business Day prior to the date on which principal payments are due.

(c) Upon the execution and delivery hereof, the Commission shall execute the 2009B Bonds and deliver them to the Authenticating Agent for authentication. At the direction of the Commission, the Authenticating Agent shall authenticate the 2009B Bonds and deliver them to the purchasers thereof.

(d) The principal of and redemption premium, if any, and interest on the 2009B 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.

(e) The principal of and the redemption premium, if any, on all 2009B Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such 2009B Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such 2009B Bonds at the Principal Office of the Trustee or of any Paying Agent named in the Bonds.

(f) The interest payable on each 2009B Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 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 his 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 2009B Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2009B 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.

(g) Defaulted Interest with respect to any 2009B Bond shall cease to be payable to the Owner of such 2009B Bond on the relevant Record Date and shall be payable to the Owner in whose name such 2009B 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 2009B 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 2009B 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 2009B 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.

2.05 Execution and Authentication of 2009B Bonds.

(a) The 2009B Bonds shall be executed on behalf of the Commission by the manual or facsimile signature of the Chairman of the Commission and attested by the manual or facsimile signature of the Secretary or 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 2009B Bond shall cease to be such officer before the delivery of such 2009B 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 2009B Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such 2009B Bond although at the date of such 2009B Bond such persons may not have been such officers.

(b) The 2009B Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A hereto, which shall be manually executed by the Trustee. No 2009B Bond shall be entitled to any security or benefit under this Supplemental Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any 2009B Bond shall be conclusive evidence that such 2009B Bond has been duly authenticated and delivered under this Supplemental Indenture. The Certificate of Authentication on any 2009B 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 2009B Bonds that may be issued hereunder at any one time.

2.06 Registration, Transfer and Exchange of 2009B Bonds.

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

(b) Any 2009B 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 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 2009B Bond a new 2009B Bond or 2009B Bonds, registered in the name of the transferee, of any Authorized Denomination and of the same maturity and bearing interest at the same rate.

(c) Any 2009B Bonds, upon surrender thereof at the Principal Office of the Trustee, together with an assignment duly executed by the Registered Owner or his 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 2009B Bonds of the same maturity, of any Authorized Denomination and bearing interest at the same rate.

(d) In all cases in which 2009B Bonds shall be exchanged or transferred hereunder, the Commission shall execute and the Trustee shall authenticate and deliver at the earliest practicable time 2009B Bonds in accordance with this Supplemental Indenture. All 2009B 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 Bondowner requesting the same for every such transfer or exchange of 2009B 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 2009B 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 Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondowner 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 Bondowner hereunder or under the 2009B Bonds.

(f) The Trustee shall not be required to (i) transfer or exchange any 2009B 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 2009B Bond and ending at the close of business on the day of such mailing, or (ii) transfer or exchange any 2009B 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 2009B Bond and ending at the close of business on the relevant Interest Payment Date therefor.

(g) The Person in whose name any 2009B Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner of such 2009B Bond for all purposes, and payment of or on account of the principal of and redemption premium, if any, and interest on any such 2009B Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2009B Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) At reasonable times upon prior Written Request of the Commission, or a prior request, in writing by the Owners (or a designated representative thereof) of 10% or more in principal amount of 2009B Bonds then Outstanding (such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee), and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Commission.

2.07 Temporary 2009B Bonds.

(a) Until definitive 2009B Bonds are ready for delivery, the Commission may execute, and upon the Written Request of the Commission, the Trustee shall authenticate and deliver, in lieu of definitive 2009B Bonds, but subject to the same limitations and conditions as definitive 2009B Bonds, temporary printed, engraved, lithographed or typewritten 2009B Bonds.

(b) If temporary 2009B Bonds shall be issued, the Commission shall cause the definitive 2009B Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its Principal Office of any temporary 2009B Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive 2009B Bond of the same maturity and bearing interest at the same rate as the temporary 2009B Bond surrendered. Until so exchanged the temporary 2009B Bonds shall in all respects be entitled to the same benefit and security of this Supplemental Indenture as the definitive 2009B Bonds to be issued and authenticated hereunder.

2.08 Mutilated, Lost, Stolen or Destroyed 2009B Bonds.

In the event any 2009B Bond shall become mutilated, or be lost, stolen or destroyed, the Commission shall execute and the Trustee shall authenticate and deliver a new 2009B Bond of like date and tenor as the 2009B Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2009B Bond, such mutilated 2009B Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2009B 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 Trustee to save the Commission and the Trustee harmless. In the event any such 2009B Bond shall have matured or been selected for redemption, instead of issuing a substitute 2009B Bond the Trustee in its discretion may, instead of issuing a new 2009B Bond, pay, with funds available under this Supplemental Indenture for such purpose, such 2009B Bond without surrender thereof (except in the case of a mutilated 2009B Bond). Upon the issuance of any substitute 2009B Bond, the Commission and the Trustee may require the payment of an amount by the Bondowner 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.

2.09 Cancellation and Destruction of Bonds Upon Payment.

All 2009B Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this 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 2009B Bonds and the surrender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the 2009B Bonds so canceled and destroyed, and shall file executed counterparts of such certificate with the Commission.

2.10 Conditions Precedent to Issuance of 2009B Bonds.

Before the 2009B 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 Secretary-Treasurer of the Commission, of the resolution or resolutions adopted by the Commission authorizing (1) the execution and delivery of a Supplemental Indenture providing for, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates and redemption provisions of such Additional Bonds, and (2) the issuance, sale, execution and delivery of the Additional Bonds;

(b) an original executed counterpart of this Supplemental Indenture;

(c) a request and authorization, signed by the Chairman or any Vice Chairman of the Commission (the "Order of the Chairman of the Commission"), directing the authentication and delivery of such 2009B Bonds to or upon the order of the purchasers thereof, as required by Section 210(d) of the Restated Indenture, and which shall set forth, among other things: (i) the amount of proceeds to be received by the Commission from the sale of the 2009B Bonds, including accrued interest to the extent payable, which shall be separately stated; (ii) the amounts to be expended for costs and expenses in connection with the issuance of the 2009B Bonds which are to be paid from the 2009B Clearing Fund, including but not limited to the initial Administrative Expenses and Trustee's fees; and (iii) the Reserve Requirement Deposit for the 2009B Bonds;

(d) an Opinion of Co-Bond Counsel to the effect that: (i) the issuance of the 2009B Bonds is permitted under the Indenture; (ii) each of this Supplemental Indenture and the 2009B Bonds has been duly authorized, executed and delivered and is a valid, binding and enforceable obligation of the Commission, subject to bankruptcy, equitable principles and other standard legal opinion exceptions; and (iii) interest on the 2009B Bonds is not included in gross income for federal income tax purposes under the Code.

(e) a certificate of the Commission, signed by a Commission Official, as required by Section 210(e) of the Restated Indenture;

(f) an executed contract for the purchase of the 2009B Bonds, and all documents, certificates and opinions required to be delivered pursuant to the terms thereof;

(g) a certificate of the Commission signed by a Commission Official, as required by Section 210(f) of the Restated Indenture; and

(h) such further documents, moneys, and securities as are required by the provisions of the Indenture, including this Supplemental Indenture.

ARTICLE 3. - DISPOSITION OF PROCEEDS; CREATION OF FUNDS AND ACCOUNTS

3.01 Establishment of 2009B Clearing Fund.

There is hereby established with the Trustee a fund to be designated the "2009B Clearing Fund." All of the net proceeds of the 2009B Bonds shall be deposited by the Trustee into the 2009B Clearing Fund. The Trustee shall deposit any additional amounts required to be deposited therein by the Commission. The Trustee is authorized and directed:

1. to transfer to the appropriate accounts in the Debt Service Fund the amount set forth in a closing statement signed by a Commission Official (the "Closing Statement") to redeem the 2002A Bonds, the 2002B Bonds and the 2001U Bonds;
2. to transfer to the 2009B Account of the Debt Service Reserve Fund the amount set forth in the Closing Statement;
3. to transfer to the 2009B Account of the Debt Service Fund the amount set forth in the Closing Statement;
4. to pay the termination payments with respect to the Swap Agreements as set forth in the Closing Statement; and
5. to pay costs incurred by the Commission in connection with the issuance of the 2009B Bonds including, but not limited to, those set forth in the Closing Statement.

Any moneys remaining in the 2009B Clearing Fund as of 180 days after the Series Issue Date shall be transferred to the 2009B Account of the Debt Service Fund.

3.02 2009B Account of the Debt Service Fund.

There is hereby created a separate 2009B account of the Debt Service Fund designated "2009B Account of the Debt Service Fund" for deposit and disbursement of funds for debt service on the 2009B Bonds.

3.03 2009B Account of the Debt Service Reserve Fund.

The 2009B Bonds shall be Debt Service Reserve Fund Bonds for the purpose of the Indenture. There is hereby created a separate 2009B Account of the Debt Service Reserve Fund to be designated "2009B Account of the Debt Service Reserve Fund" for deposit on the Series Issue Date of an amount sufficient to cause the Debt Service Reserve Fund Requirement of the Indenture to be met taking into account Outstanding 2009B Bonds. On the Series Issue Date, the Commission shall cause to be deposited with the Trustee into the 2009B Account of the Debt Service Reserve Fund created hereby \$20,919,011.39 from proceeds of the 2009B Bonds. All earnings on investments held in the 2009B Account of the Debt Service Reserve Fund shall be transferred to the 2009B Account of the Debt Service Fund, such transfers to be made no less frequently than semi-annually, on the second Business Day preceding each Interest Payment Date.

3.04 Rebate Fund.

Upon Written Request of the Commission, the Trustee shall establish a Fund to be designated the "2009B 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 2009B Rebate Fund in accordance with the Tax Certificate and shall invest the 2009B Rebate Fund pursuant to the written instructions given to it by the Commission.

3.05 Investment of Funds.

Moneys on deposit with respect to the 2009B Bonds in funds or accounts established pursuant to this Article 3 shall be invested solely in Permitted Investments to the extent permitted by applicable law.

ARTICLE 4. REDEMPTION OF 2009B BONDS

4.01 Optional Redemption.

The 2009B Bonds maturing on and after December 1, 2020, are subject to optional redemption by the Commission, on or after December 1, 2019, in whole or in part, at any time and from time to time, at par plus, in each case, accrued interest on the 2009B Bonds to be redeemed to the redemption date.

4.02 Reserved.

4.03 Selection of 2009B Bonds to be Redeemed.

(a) 2009B Bonds shall be redeemed only in Authorized Denominations. Any 2009B Bonds subject to partial optional redemption shall be redeemed in any order of maturity and in any principal amount within a maturity as designated by the Commission. The particular 2009B Bonds within a maturity to be redeemed shall be determined by the Trustee by lot or by such other method as the Trustee deems fair and appropriate.

(b) In the case of a partial redemption of 2009B Bonds when 2009B Bonds 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 2009B Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2009B Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the Owner of such 2009B Bond or such Owner's attorney or legal representative shall forthwith present and surrender such 2009B 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 2009B Bond or 2009B Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2009B Bond. If the Owner of any such 2009B Bond shall fail to present such 2009B Bond to the Trustee for payment and exchange as aforesaid, said 2009B 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 2009B Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days (or such shorter time as is reasonably acceptable to the Trustee) prior to the redemption date of a Written Request of the Commission. Such request shall specify the principal amount of 2009B Bonds and their maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such 2009B Bonds are to be called for redemption.

4.04 Notice and Effect of Call for Redemption.

Official notice of any such redemption shall be given by the 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 2009B 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: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding 2009B Bonds are to be redeemed, the identification number and the respective principal amounts of the 2009B Bonds to be redeemed; (iv) that on the

redemption date the redemption price will become due and payable upon each such 2009B Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; (v) the place where such 2009B Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Trustee for the payment of 2009B Bonds; (vi) the CUSIP numbers of all 2009B Bonds being redeemed (provided that the notice may contain the Trustee's standard disclaimer as to the correctness and use of the CUSIP numbers); (vii) the date of original issuance of the 2009B Bonds; (iii) the rate of interest borne by each 2009B Bond being redeemed; (iv) the maturity date of each 2009B Bond being redeemed; and (v) any other descriptive information needed to identify accurately the 2009B Bonds being redeemed. If a conditional redemption, as described in the next paragraph, the notice of redemption shall so state.

Any notice of redemption of any 2009B Bonds pursuant to this Section may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the 2009B Bonds or portions of 2009B Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the 2009B Bonds or portions of 2009B 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 2009B Bonds or portions of 2009B Bonds shall cease to bear interest. Upon surrender of such 2009B Bonds for redemption in accordance with said notice, such 2009B Bonds shall be paid by the Trustee 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 2009B Bond, there shall be prepared for the Registered Owner a new 2009B Bond or 2009B Bonds of the same maturity in the amount of the unpaid principal. All 2009B Bonds which have been redeemed shall be canceled and destroyed by the Trustee in accordance with Section 2.09 hereof 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 Owners of redeemed 2009B Bonds which have not been presented for payment within 30 days after the redemption date.

Upon the payment of the redemption price of 2009B Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the 2009B 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 2009B Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository. 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 2009B Bond (having been mailed notice from the Trustee, a participant or otherwise) to notify the beneficial owner of the 2009B Bond so affected, shall not affect the validity of the redemption of such 2009B 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 2009B 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 5. COVENANTS OF THE COMMISSION

5.01 Payment of Principal of and Interest on 2009B Bonds.

The Commission shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every 2009B 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 Revenues or otherwise from the Trust Estate.

5.02 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 2009B Project or the issuance of the 2009B Bonds.

5.03 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 2009B Bondholders 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 Supplemental Indenture.

5.04 Tax Covenant.

In furtherance of its covenants in Section 712 of the Indenture, the Commission covenants to comply with each provision of the Code to the extent such compliance is required to maintain the exclusion from gross income of interest on the 2009B Bonds for purposes of federal income taxation.

5.05 Financing Statements.

The Commission shall, at the request of the Trustee, cause financing statements relating to this Supplemental Indenture to be filed, in such manner and at such places as may be required by law fully to protect the security of the holders of the 2009B 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 2009B Bondholders, 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 2009B Bondholders 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 2009B 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.

ARTICLE 6. DEFEASANCE

6.01 Defeasance.

When the principal or redemption price (as the case may be) of, and interest on, all 2009B Bonds issued hereunder have been paid, or provision has been made for payment of the same, together with the compensation and expenses of the Trustee and the Paying Agent and all other sums payable hereunder by the Commission, the Trustee, on demand of the Commission, shall release this Supplemental Indenture and shall execute such documents to evidence such release as may be reasonably required by the Commission and shall turn over to the Commission or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder not required for the payment of the 2009B Bonds and such other sums. If payment or provision therefor is made with respect to less than all of the 2009B Bonds of a maturity, the particular 2009B Bonds within such maturity for which provision for payment shall have been made shall be selected by lot or by such other method as the Trustee deems fair and appropriate, and thereupon the Trustee shall take similar action for the release of the Indenture with respect to such 2009B Bonds.

6.02 Provision for Payment.

(a) Provision for the payment of 2009B Bonds shall be deemed to have been made when the Trustee holds in the Debt Service Fund (1) cash in an amount sufficient to make all payments (including principal, premium, if any, and interest) specified above with respect to such 2009B Bonds, or (2) direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination of the foregoing), or (3) any combination of cash and obligations described in clause (2) above the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient (together with any earnings thereon) to make all such payments. If provision is to be made for the payment of less than 100% of the 2009B Bonds Outstanding, the Trustee shall have received written confirmation from each Rating Agency then rating the 2009B Bonds at the request of the Commission that any ratings on the 2009B Bonds for which such payment provision is not to be made will remain unaffected by such provision.

(b) Neither the moneys nor the obligations deposited with the Trustee pursuant to this Article shall be withdrawn or used for any purpose other than, and such obligations and moneys shall be segregated and held in trust for, the payment of the principal or redemption price of, premium, if any, on and interest on, the 2009B Bonds (or portions thereof) to be no longer entitled to the lien of this Indenture; provided that such moneys, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing on or prior to the Interest Payment Date next succeeding the date of investment or reinvestment.

(c) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of 2009B Bonds more than 60 days prior to the date that such 2009B Bonds are to mature or be redeemed, the Trustee shall mail a notice to the Owners of 2009B Bonds for the payment of which such moneys or obligations are being held at their registered addresses stating that such moneys or obligations have been deposited. Such notice shall also be sent by the Trustee to each Rating Agency then rating the 2009B Bonds at the request of the Commission. Notwithstanding the foregoing, no provision for payment under this Section shall be deemed to have been made with respect to any 2009B Bonds which are to be redeemed prior to their stated maturity until such 2009B Bonds shall have been irrevocably called or designated for redemption on a date thereafter on which such 2009B Bonds may be

redeemed in accordance with the provisions of this Supplemental Indenture and proper notice of such redemption shall have been given in accordance with the Indenture or the Commission shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to give, in the manner and at the times prescribed by the Indenture, notice of such redemption.

(d) In the event of a deposit of moneys or obligations for the payment or redemption of the 2009B Bonds described in Section 6.02(c) above, the Commission shall cause to be delivered a verification report of an independent, nationally recognized certified public accountant confirming that the requirements of Section 6.02(a) hereof have been satisfied. If a forward supply contract is employed in connection with the advance refunding, (i) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or the authorizing document, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing document, if applicable, shall be controlling.

6.03 Deposit of Funds for Payment of 2009B Bonds.

If the principal or redemption price of any 2009B Bonds becoming due, either at maturity, by call for redemption, upon acceleration or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor made in accordance with Section 6.02, all interest on such 2009B Bonds shall cease to accrue on the due date, and all liability of the Commission with respect to such 2009B Bonds shall likewise cease, except as hereinafter provided. Thereafter, the Owners of such 2009B Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such 2009B Bonds, and the Trustee shall hold such funds in trust for such Owners uninvested and without liability for interest thereon. Moneys so deposited with the Trustee which remain unclaimed five years after the date payment thereof becomes due shall, at the request of the Commission and if the Commission is not at the time to the knowledge of the Trustee in default with respect to any covenant contained in the Indenture or the 2009B Bonds, be paid to the Commission, and the Owners of the 2009B Bonds for which the deposit was made shall thereafter be limited to a claim against the Commission; provided that the Trustee, before making payment to the Commission, may, at the expense of the Commission, cause a notice to be given to the Owners of the 2009B Bonds at their registered addresses, stating that the moneys remaining unclaimed will be returned to the Commission after a specified date.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.01 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 2009B Bonds.

7.02 Legal, etc. Provisions Disregarded.

In case any provision in this Supplemental Indenture or the 2009B Bonds shall for any reason be held invalid, illegal or unenforceable in any respect, this Supplemental Indenture shall be construed as if such provision were not included herein.

7.03 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
Telecopier: (717) 986-8754

If to the Trustee:

US Bank Corporate Trust Services
Two Liberty Place
50 South 16th Street, Suite 2000
Mail Station: EX-PA-WBSP
Philadelphia, PA 19102
Attention: Corporate Trust Department
Telecopier: (215) 761-9412

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.

7.04 Successors and Assigns.

All the covenants, promises and agreements in this 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.

7.05 Headings for Convenience Only.

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

7.06 Counterparts.

This 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.

7.07 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, Trustee. Its address from which information concerning the security interest may be obtained is set forth in Section 7.03. The debtor is Pennsylvania Turnpike Commission. Its mailing address is set forth in Section 7.03.

7.08 Applicable Law.

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

7.09 Notice to Rating Service.

The Trustee shall promptly notify each Rating Agency then rating the 2009B Bonds at the request of the Commission of any material amendment or supplement to the Indenture, this 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 2009B Bonds; and upon the payment in full of 2009B Bonds.

7.10 Amendment of Indenture

Upon receipt of the consent of the holders of a majority of the aggregate principal amount of the Bonds then Outstanding, the amendments to the Indenture set forth below shall become effective.

(a) The definition of Annual Debt Service in the Indenture is hereby amended by adding the following clause (5) at the end thereof:

“(5) If any cash subsidy payments (the “Subsidy Payments”) from the United States Treasury 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 (Pub.L. 111-5) pertaining to “Build America Bonds”) are scheduled to be received by the Commission with respect to any Bonds which are eligible for such Subsidy Payments, each of the Subsidy Payments may be deducted from the interest payable on such Bonds in the period in which such Subsidy Payment is scheduled to be received.”

(b) Section 506 of the Indenture is hereby amended by adding the following paragraph at the end thereof:

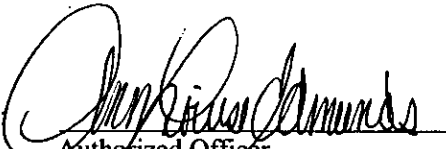
“With respect to any Bonds for which Subsidy Payments are scheduled to be received by the Commission, the Commission shall deposit or cause to be deposited all such Subsidy Payments, as and when received, into a separate account of the Debt Service Fund held for each such Series of Bonds, and such Subsidy Payments shall be applied to pay debt service on the corresponding Series of Bonds with respect to which such Subsidy Payments are received.”

The holders of the 2009B Bonds as of the date hereof, on behalf of themselves, their successors and assigns, have consented irrevocably to such amendments by their purchase of the 2009B Bonds, and such consent is hereby deemed sufficient to satisfy Section 1003 of the Indenture.

IN WITNESS WHEREOF, Pennsylvania Turnpike Commission has caused this Supplemental Indenture to be executed by its Chief Financial Officer and attested by its Secretary-Treasurer or other authorized officer, and U.S. Bank National Association, as Trustee, has caused this Supplemental Indenture to be executed by one of its Vice Presidents and attested by one of its authorized officers all as of the day and year first above written.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

By: 
Authorized Officer

By: 
Chief Financial Officer

ATTEST

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Authorized Officer

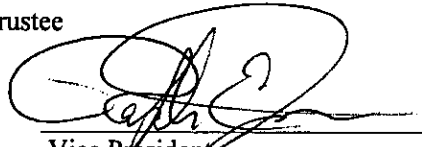
By: 
Vice President

EXHIBIT A

FORM OF 2009B BOND

No. R-__

\$ _____

**PENNSYLVANIA TURNPIKE COMMISSION
TURNPIKE REVENUE BOND
SERIES B OF 2009**

| <u>SERIES ISSUE DATE</u> | <u>DATED DATE</u> | <u>MATURITY DATE</u> | <u>CUSIP</u> |
|--------------------------|-------------------|----------------------|--------------|
| December 22, 2009 | December 22, 2009 | December 1, 20__ | |

INTEREST RATE:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

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, Philadelphia, Pennsylvania, as Trustee (the "Trustee") under an Amended and Restated Trust Indenture dated as of March 1, 2001, between the Commission and the Trustee, as previously amended and supplemented (the "Restated Indenture") and as further supplemented by a Supplemental Trust Indenture No. 17 dated as of December 1, 2009 between the Commission and the Trustee (the "Supplemental Indenture" and, together with the Restated Indenture and all amendments and supplements thereto, the "Indenture"), and to pay by check or draft drawn on U.S. Bank National Association, as paying agent (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 defined) 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 June 1, 2010, in which case this Bond shall bear interest from December 22, 2009, payable June 1, 2010, 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 2009B Bonds (as defined hereinafter) are registered as of a Special Record Date established by the Trustee, 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 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 2009B 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.

This Bond is one of a duly authorized issue of bonds of the Commission designated Pennsylvania Turnpike Revenue Bonds, Series B of 2009 (the "2009B Bonds"), issued in the aggregate principal

amount of \$375,010,000 under and pursuant to an Act of the General Assembly of the Commonwealth of Pennsylvania approved May 21, 1937, P.L. 774, No. 211, as amended and supplemented, inter alia, by an Act of the General Assembly of the Commonwealth approved July 18, 2007, P.L. 169, No. 44 (the "Enabling Acts"), under and pursuant to resolutions of the Commission and under and pursuant to the Indenture, for the purpose of financing a project consisting of financing the costs of (i) the current refunding of its Variable Rate Demand Turnpike Revenue Bonds, Series U of 2001, Variable Rate Demand Turnpike Revenue Bonds, Series A of 2002 and its Variable Rate Demand Turnpike Revenue Bonds, Series B of 2002; (ii) termination payments on certain interest rate swaps related to certain of the refinanced bonds; (iii) the funding of necessary reserves to the extent required; and (iv) costs of issuing the 2009B Bonds (collectively, the "2009B Project").

An executed counterpart of the 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 2009B Bonds, the collection and disposition of Revenues, the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the 2009B Bonds, the nature and extent of the security, the terms and conditions on which the 2009B Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the 2009B Bonds. By the acceptance of this Bond, the registered owner hereof and, if a book entry system is being used for the 2009B 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 2009B Bonds (as hereinafter defined) or the date fixed for redemption of any 2009B Bond shall be a Saturday, a Sunday, a legal holiday or a day on which the Trustee or the Paying Agent is authorized by law to close, 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 not a Saturday, a Sunday, a legal holiday, or a day on which the Trustee or the Paying Agent is authorized by law to close, 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.

THE 2009B BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION AND SHALL NOT BE DEEMED TO BE DEBT OF THE COMMONWEALTH. THE 2009B BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES (AS DEFINED IN THE INDENTURE) OF THE COMMISSION FOR THAT PURPOSE. THE FAITH AND CREDIT OF THE COMMONWEALTH ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE HEREOF OR THE INTEREST HEREON, AND THE COMMONWEALTH IS NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2009B BONDS.

The Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth, of Additional Bonds, Convertible Bonds and subordinate indebtedness (each as described in the Indenture) for the purposes set forth therein.

The 2009B Bonds are equally and ratably secured, together with all other bonds issued or to be issued in the future pursuant to the Indenture (collectively, the "Bonds"), by a pledge by the Commission of the Trust Estate (as defined in the Indenture), including the Revenues (as defined in the Indenture), which term currently includes, among other things, solely tolls from the Turnpike System's "Main Line" and the "Northeast Extension" and any other roads for which the Commission has operational

responsibilities and is collecting tolls, but does not include tolls from such other roads (other than the Main Line and the Northeast Extension) as are designated by the Commission as not being part of the Turnpike System for purposes of the Indenture. Any Additional Bonds issued under the Indenture, other than Convertible Bonds, will be equally and ratably secured under the Indenture with the 2009B Bonds and all other Bonds issued and outstanding under the Indenture. The Indenture provides the conditions, limitations and restrictions under which Convertible Bonds become equally and ratably secured under the Indenture with the 2009B Bonds.

The Commission is required to fix and charge tolls for the use of the Pennsylvania Turnpike System and to adjust such tolls from time to time as may be necessary in order that such tolls and other Revenues will be sufficient to pay the cost of maintaining, repairing and operating the same, to pay the principal of and interest on the 2009B Bonds and all other Bonds, and to create reserves for such purposes, all in the manner provided in the Indenture.

The 2009B 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 2009B Bond, upon surrender hereof at the Principal Office (as defined in Supplemental Indenture of the Trustee, as bond registrar ("Bond Registrar") in Philadelphia, Pennsylvania, with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 2009B Bonds of any other authorized denomination of the same maturity.

Optional Redemption. The 2009B Bonds maturing on and after December 1, 2020, are subject to optional redemption by the Commission, on or after December 1, 2019, in whole or in part, at any time and from time to time, at par plus, in each case, accrued interest on the 2009B Bonds to be redeemed to the redemption date.

Notice of redemption will be provided as set forth in the Indenture. In the case of an optional redemption, the redemption 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 Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Commission to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

2009B Bonds shall be redeemed only in Authorized Denominations. Any 2009B Bonds subject to partial optional redemption shall be redeemed in any order of maturity and in any principal amount within a maturity as designated by the Commission. The particular 2009B Bonds within a maturity to be redeemed shall be determined by the Trustee by lot or by such other method as the Trustee deems fair and appropriate.

The owner of this 2009B 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 2009B 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 a majority in principal amount of the Bonds then Outstanding under the Indenture and upon receipt of satisfactory indemnity as provided in the Indenture.

The owner of this 2009B 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.

THE OWNER OF THIS 2009B BOND AS OF THE DATED DATE HEREOF, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, HAS CONSENTED IRREVOCABLY TO THE AMENDMENTS OF THE INDENTURE SET FORTH IN SECTION 7.10 OF THE SUPPLEMENTAL INDENTURE BY VIRTUE OF ITS PURCHASE OF THIS 2009B BOND, AND SUCH CONSENT IS DEEMED SUFFICIENT TO SATISFY SECTION 1003 OF 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 2009B Bond and the execution of the Indenture, and the Supplemental Indenture have happened, exist and have been performed as so required.

THIS 2009B BOND IS A LIMITED OBLIGATION OF THE COMMISSION AND IS PAYABLE SOLELY FORM THE SOURCES REFERRED TO HEREIN. NEITHER THE GENERAL CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THIS 2009B BOND. THIS 2009B BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF. THE COMMISSION HAS NO TAXING POWER.

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this 2009B Bond, or for any claim based hereon or on the Indenture, against any member, director, officer or employee, past, present or future, of the Commission or of any successor body, as such, either directly or through the Commission or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

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.

[SIGNATURE PAGE AND CERTIFICATE OF AUTHENTICATION FOLLOW]

IN WITNESS WHEREOF, the Commission has caused this 2009B Bond to be executed in its name by the Chairman of the Commission and the official seal of the Commission to be affixed, imprinted, lithographed or reproduced hereon and attested by the Secretary and Treasurer, or Assistant Secretary and Treasurer.

Attest:

PENNSYLVANIA TURNPIKE
COMMISSION

(Assistant) Secretary and Treasurer

Chairman, Pennsylvania Turnpike
Commission

[Commission Seal]

CERTIFICATE OF AUTHENTICATION

This 2009B Bond is one of the 2009B Bonds described in the within-mentioned Indenture. Printed hereon is the complete text of the opinion of Cozen O'Connor, Philadelphia, Pennsylvania, and the Law Office of Denise Joy Smyler, Philadelphia, Pennsylvania, Co-Bond Counsel, dated the date of initial delivery of and payment for the 2009B Bonds, a signed original of which is on file with the Trustee and the Bond Register.

U.S. BANK NATIONAL ASSOCIATION,
Authenticating Agent

By: _____
Authorized Signature

Date of Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within 2009B Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common
TEN ENT as tenants by the entireties
JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT (Cust) Custodian (Minor) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the within 2009B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints, attorney to transfer the said 2009B Bond on the bond register, with full power of substitution in the premises.

- Assignor's Signature:
Dated:
Signature guaranteed:
Social Security
Number or Employer
Identification Number of Assignee:

NOTICE: The signature(s) must be guaranteed by a member of an approved Signature Guarantee Medallion Program.