

SUPPLEMENTAL TRUST INDENTURE NO. 23

Dated as of October 1, 2016

by and between

PENNSYLVANIA TURNPIKE COMMISSION

and

WELLS FARGO BANK, N.A.,

as Trustee

Supplementing

SUBORDINATE TRUST INDENTURE

Dated as of April 1, 2008

Securing

\$331,210,000

Pennsylvania Turnpike Commission
Turnpike Subordinate Revenue Refunding Bonds,
Third Series of 2016

consisting of

\$255,455,000

Pennsylvania Turnpike Commission
Turnpike Subordinate Revenue Refunding Bonds,
Third Series of 2016, Sub-series A

\$75,755,000

Pennsylvania Turnpike Commission
Turnpike Subordinate Revenue Refunding Bonds,
Third Series of 2016, Sub-series B (Federally Taxable)

and

\$79,865,000

Pennsylvania Turnpike Commission
Motor License Fund-Enhanced
Turnpike Subordinate Special Revenue Refunding Bonds,
First Series of 2016

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	4
Section 1.01 Additional Definitions	4
Section 1.02 Rules of Construction; Time of Day	8
ARTICLE II 2016 BONDS	8
Section 2.01 Amount of Bonds; Purpose	8
Section 2.02 Designation, Denominations, Maturity Dates and Interest	9
ARTICLE III ADDITIONAL BOND PROVISIONS	12
Section 3.01 Method and Place of Payment of 2016 Bonds	12
Section 3.02 Execution and Authentication of 2016 Bonds.....	13
Section 3.03 Registration, Transfer and Exchange of 2016 Bonds.....	14
Section 3.04 Temporary 2016 Bonds	15
Section 3.05 Mutilated, Lost, Stolen or Destroyed 2016 Bonds	15
Section 3.06 Cancellation and Destruction of 2016 Bonds Upon Payment.....	16
ARTICLE IV BOOK-ENTRY; SECURITIES DEPOSITORY	16
Section 4.01 Book-Entry; Securities Depository.....	16
ARTICLE V DISPOSITION OF PROCEEDS; CREATION OF FUNDS AND ACCOUNTS	17
Section 5.01 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund.....	17
Section 5.02 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund.....	17
Section 5.03 Establishment of 2016 Special Revenue Bonds Clearing Fund.	18
Section 5.04 Status of 2016 Third Series Subordinate Revenue Bonds as Debt Service Reserve Fund Bonds.....	18
Section 5.05 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series A Interest and Principal Sub-Accounts of the Revenue Bonds Account of the Debt Service Fund..	19
Section 5.06 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series B Interest and Principal Sub-Accounts of the Revenue Bonds Account of the Debt Service Fund.	19
Section 5.07 Establishment of 2016 Special Revenue Bonds Interest and Principal Sub-Accounts of the Debt Service Fund.....	19

TABLE OF CONTENTS
(continued)

	Page
Section 5.08	Establishment of 2016 Third Series Subordinate Revenue Bonds and 2016 Special Revenue Bonds Rebate Fund.20
Section 5.09	Investment of Funds..20
Section 5.10	Investment Earnings.20
ARTICLE VI	REDEMPTION OF 2016 BONDS.....20
Section 6.01	Optional Redemption.....20
Section 6.02	Mandatory Redemption.....21
Section 6.03	Partial Redemption.....21
Section 6.04	Redemption Process21
ARTICLE VII	INTENTIONALLY OMITTED.....21
ARTICLE VIII	MISCELLANEOUS.....21
Section 8.01	Payment of Principal of and Interest on 2016 Bonds.....21
Section 8.02	Corporate Existence; Compliance with Laws22
Section 8.03	Further Assurances22
Section 8.04	Tax-Exempt Bonds Not to Become Arbitrage Bonds22
Section 8.05	Financing Statements.....22
Section 8.06	No Rights Conferred on Others.....22
Section 8.07	Illegal and Other Provisions Disregarded.....23
Section 8.08	Notices23
Section 8.09	Successors and Assigns23
Section 8.10	Headings for Convenience Only23
Section 8.11	Counterparts24
Section 8.12	Information Under Uniform Commercial Code.....24
Section 8.13	Applicable Law24
EXHIBIT A-1	FORM OF SUB-SERIES A BONDS
EXHIBIT A-2	FORM OF SUB-SERIES B BONDS
EXHIBIT A-3	FORM OF 2016 SPECIAL REVENUE BONDS

SUPPLEMENTAL TRUST INDENTURE NO. 23

This SUPPLEMENTAL TRUST INDENTURE NO. 23 (this "Supplemental Indenture No. 23") is dated as of October 1, 2016, by and between PENNSYLVANIA TURNPIKE COMMISSION (the "Commission"), an instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), and WELLS FARGO BANK, N.A., as Trustee (the "Trustee"), a national banking association organized and existing under the laws of the United States of America.

RECITALS:

WHEREAS, the Commission, by virtue of the Act approved on July 18, 2007, No. 2007-44 ("Act 44") and the Act approved on November 25, 2013, No. 2013-89 ("Act 89"), is authorized and empowered (a) to make Payments to PennDOT (as defined in the Subordinate Indenture), (b) to issue turnpike revenue or other bonds, notes or other obligations of the Commission for the purpose of making Payments to PennDOT and refunding outstanding turnpike revenue or other bonds, notes or other obligations previously issued by the Commission for such purpose and (c) to pay the principal of and interest on such bonds, notes or other obligations solely from the revenues of the Commission or from such funds as may be available to the Commission for those purposes; and

WHEREAS, the Commission has determined it is required to make Payments to PennDOT for bridge, highway and transit purposes pursuant to the Lease and Funding Agreement dated October 14, 2007, between the Commission and PennDOT, as amended (collectively, the "Funding Agreement") in accordance with Act 44 and Act 89; and

WHEREAS, the obligations of the Commission to make Payments as required under Act 44 and Act 89 are payable only as permitted by any financing documents, financial covenants, liquidity policies or agreements in effect by the Commission; and

WHEREAS, Section 9511.4 of Act 44 provides that the Commission has the power to issue bonds and notes designated as "Special Revenue Bonds," and Section 9511.11 of Act 44 further provides that if the Commission fails to make a regularly scheduled deposit for the payment of debt service on any Special Revenue Bonds, monies in the Commonwealth's Motor License Fund available for such purpose may be used to remedy such default; and

WHEREAS, by virtue of the Act approved May 21, 1937, P.L. 774, as amended by Acts approved on various dates, including May 24, 1945 P.L. 972, February 26, 1947, P.L. 17, May 23, 1951, P.L. 335, August 14, 1951, P.L. 1232, September 30, 1985, P.L. 240, Act 44 and Act 89 (said Acts, as amended, and any successor acts, as amended, being hereinafter sometimes collectively called the "Enabling Acts"), the Commission is authorized to issue bonds, to enter into this Supplemental Indenture No. 23 and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, the Commission and the Trustee have entered into the Subordinate Indenture (as hereinafter defined) authorizing the issuance of Subordinate Indenture Bonds (as defined in the Subordinate Indenture); and

WHEREAS, the execution and delivery of this Supplemental Indenture No. 23 have been duly authorized by a resolution of the Commission adopted on August 23, 2016; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth and by the rules and regulations of the Commission to happen, exist and be performed precedent to and in connection with the execution and delivery of this Supplemental Indenture No. 23 have happened, exist and have been performed as so required, in order to make this Supplemental Indenture No. 23 a valid and binding instrument for the security of the 2016 Bonds (as hereinafter defined) in accordance with their terms; and

WHEREAS, the Commission has by resolution, pursuant to the provisions of Section 2.13 of the Subordinate Indenture, duly authorized the issuance of the 2016 Bonds to be issued pursuant to this Supplemental Indenture No. 23; and

WHEREAS, the Commission has determined to issue its bonds pursuant to this Supplemental Indenture No. 23, designated as (i) the "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series A" issued in the aggregate principal amount of \$255,455,000 (the "Sub-series A Bonds"), (ii) the "Pennsylvania Turnpike Commission, Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series B (Federally Taxable)" in the aggregate principal amount of \$75,755,000 (the "Sub-series B Bonds" and, collectively with the "Sub-series A Bonds", the "2016 Third Series Subordinate Revenue Bonds"), and (iii) the "Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016" issued in the aggregate principal amount of \$79,865,000 (the "2016 Special Revenue Bonds" and, collectively with the 2016 Third Series Subordinate Revenue Bonds, the "2016 Bonds"); and

WHEREAS, the Commission is issuing the 2016 Third Series Subordinate Revenue Bonds for purposes of financing the costs of (a) advance refunding certain of the Commission's outstanding subordinate revenue bonds and (b) paying the costs of issuing the 2016 Third Series Subordinate Revenue Bonds (collectively, the "2016 Third Series Subordinate Revenue Bonds Refunding Project"); and

WHEREAS, the proceeds of the Sub-series A Bonds will be applied to the advance refunding of certain of the Commission's outstanding subordinate revenue bonds, as follows:

(a) \$20,990,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series A of 2009;

(b) \$112,560,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series B of 2009;

(c) \$75,700,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series D of 2009;

(d) \$35,545,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Sub-series B-2 of 2010 (Convertible Capital Appreciation Bonds);

(e) \$7,925,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series A of 2011; and

WHEREAS, the proceeds of the Sub-series B Bonds will be applied to the advance refunding of certain of the Commission's outstanding subordinate revenue bonds, as follows:

(a) \$18,905,000 of Pennsylvania Turnpike Commission Subordinate Turnpike Revenue Bonds, Sub-series A-2 of 2008 (Federally Taxable); and

(b) \$47,785,000 of Pennsylvania Turnpike Commission Subordinate Turnpike Revenue Bonds, Sub-series B-2 of 2008 (Federally Taxable); and

WHEREAS, the Commission is issuing the 2016 Special Revenue Bonds for purposes of financing the costs of (a) advance refunding certain of the Commission's outstanding special revenue bonds, as follows:

(i) \$16,520,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Sub-series A-2 of 2010 (Convertible Capital Appreciation Bonds);

(ii) \$9,705,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Sub-series B-2 of 2010 (Convertible Capital Appreciation Bonds); and

(iii) \$56,860,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Series A of 2011; and

(b) paying the costs of issuing the 2016 Special Revenue Bonds (collectively, the "2016 Special Revenue Bonds Refunding Project" and, together with the 2016 Third Series Subordinate Revenue Bonds Refunding Project, the "Project"); and

WHEREAS, all things have been done that are necessary for making the 2016 Bonds, when authenticated and issued as provided in the Subordinate 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 No. 23.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE

WITNESSETH:

In addition to the granting clauses set forth in the Subordinate 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 2016 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 2016 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 2016 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 Subordinate Indenture, a security interest in all right, title and interest of the Commission in and to, the Trust Estate (as defined in the Subordinate Indenture);

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 2016 Bonds shall be secured hereby, except as may be otherwise provided in the Subordinate Indenture.

ARTICLE I DEFINITIONS

SECTION 1.01 Additional Definitions.

All terms used as defined terms in the Subordinate Indenture, or, following the effectiveness of the Subordinate 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 shall have the meanings given to the same terms therein unless the context clearly otherwise requires and, in addition, the following terms shall have the meanings specified below:

"2016 Third Series Subordinate Revenue Bonds Escrow Deposit Agreement" means the Escrow Deposit Agreement dated as of October 1, 2016 between the Commission and the Escrow Agent with respect to the 2016 Third Series Subordinate Revenue Bonds.

"2016 Special Revenue Bonds Escrow Deposit Agreement" means the Escrow Deposit Agreement dated as of October 1, 2016 between the Commission and the Escrow Agent with respect to the 2016 Special Revenue Bonds.

"Authorized Denominations" means, with respect to the 2016 Bonds, \$5,000 and any integral multiple thereof.

"Bond Register" means the registration books of the Commission kept by the Trustee to evidence the registration and transfer of 2016 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 under this Supplemental Indenture No. 23.

"Bondowner," "Holder," "Owner" or "Registered Owner" means the Person in whose name a 2016 Bond is registered on the Bond Register.

"Business Day" means a day other than (i) a Saturday and Sunday, (ii) a day on which the Trustee 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.

"**Closing Statement**" means the statement set forth in Section 5.01.

"**Comparable Treasury Issue**" means the United States Treasury security or securities selected by a Designated Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Sub-series B Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Sub-series B Bonds.

"**Comparable Treasury Price**" means, with respect to any redemption date, the average of the Primary Treasury Dealer Quotations for such redemption date or, if the Designated Investment Banker obtains only one Primary Treasury Dealer Quotation, such Primary Treasury Dealer Quotation.

"**Dated Date**" means the date set forth on the face of a 2016 Bond and determined as set forth in Section 2.02(d), Section 2.02(e) and Section 2.02(f).

"**Defaulted Interest**" means interest on any 2016 Bonds which is payable but not paid on the date due.

"**Designated Investment Banker**" means a Primary Treasury Dealer appointed by the Commission.

"**Escrow Agent**" means Wells Fargo Bank, N.A., in its capacity as Escrow Agent under the 2016 Third Series Subordinate Revenue Bonds Escrow Deposit Agreement and the 2016 Special Revenue Bonds Escrow Deposit Agreement, respectively, and its successors and assigns.

"**Interest Payment Date**" means, with respect to 2016 Bonds, each June 1 and December 1, commencing December 1, 2016.

"**Make-Whole Adjustment**" means (i) with respect to the Sub-series B Bonds maturing December 1, 2017, ten (10) basis points, (ii) with respect to the Sub-series B Bonds maturing December 1, 2018, December 1, 2019 and December 1, 2020, fifteen (15) basis points, and (iii) with respect to the Sub-series B Bonds maturing December 1, 2021, December 1, 2022, December 1, 2023, December 1, 2024 and December 1, 2025, twenty (20) basis points.

"**Make-Whole Redemption Price**" means the greater of (i) 100% of the principal amount of a Sub-series B Bond to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Sub-series B Bond, not including any portion of those payments of interest accrued and unpaid as of the date on which such Sub-series B Bond is to be redeemed, discounted to the date on which such Sub-series B Bond is to be redeemed on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months at the adjusted Treasury Rate plus the Make-Whole Adjustment, plus, in each case, accrued and unpaid interest on such Sub-series B Bond to the redemption date.

"**Opinion of Counsel**" means an opinion in writing signed by legal counsel acceptable to the Commission and the Trustee who may be an employee of or counsel to the Commission.

"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 Wells Fargo Bank, N.A., and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Supplemental Indenture No. 23 or any other Supplemental Indenture as paying agent for the 2016 Bonds at which the principal of and redemption premium, if any, and interest on such 2016 Bonds shall be payable.

"Primary Treasury Dealer" means a primary U.S. Government securities dealer in The City of New York, New York.

"Primary Treasury Dealer Quotations" means, with respect to each Primary Treasury Dealer and any redemption date, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Primary Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

"Principal Office" means, with respect to any entity performing functions under this Supplemental Indenture No. 23, the designated office of that entity or its affiliate at which those functions are performed.

"Rating Agency" means each nationally recognized securities rating agency then maintaining a rating on the 2016 Bonds at the request of the Commission, and initially means Fitch and Moody's.

"Refunded Bonds" means the Refunded Taxable Subordinate Revenue Bonds, the Refunded Tax-Exempt Subordinate Revenue Bonds and the Refunded MLF Bonds.

"Refunded Taxable Subordinate Revenue Bonds" means certain of the Commission's outstanding subordinate revenue bonds, as follows:

(i) \$18,905,000 of Pennsylvania Turnpike Commission Subordinate Turnpike Revenue Bonds, Sub-Series A-2 of 2008 (Federally Taxable); and

(ii) \$47,785,000 of Pennsylvania Turnpike Commission Subordinate Turnpike Revenue Bonds, Sub-Series B-2 of 2008 (Federally Taxable).

"Refunded Tax-Exempt Subordinate Revenue Bonds" means certain of the Commission's outstanding subordinate revenue bonds, as follows:

(i) \$20,990,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series A of 2009;

(ii) \$112,560,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series B of 2009;

(iii) \$75,700,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series D of 2009;

(iv) \$35,545,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Sub-series B-2 of 2010 (Convertible Capital Appreciation Bonds); and

(v) \$7,925,000 of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series A of 2011.

"Refunded MLF Bonds" means certain of the Commission's outstanding special revenue bonds, as follows:

(i) \$16,520,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Sub-Series A-2 of 2010 (Convertible Capital Appreciation Bonds);

(ii) \$9,705,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Sub-Series B-2 of 2010 (Convertible Capital Appreciation Bonds); and

(iii) \$56,860,000 of Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Bonds, Series A of 2011.

"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 IV.

"Series" means each of the Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016 and the Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016.

"Series Issue Date" shall have the meaning provided in Section 2.02(d)(i), 2.02(e)(i) and 2.02(f)(i) hereof.

"Special Record Date" means the date fixed by the Trustee pursuant to Section 3.01(g) for the payment of Defaulted Interest.

"Sub-series" means, with respect to the 2016 Third Series Subordinate Revenue Bonds, each of the Sub-series A Bonds and the Sub-series B Bonds.

"Subordinate Indenture" means the Subordinate Trust Indenture dated as of April 1, 2008 between the Commission and Wells Fargo Bank, N.A., as trustee, as amended and supplemented through the date hereof, and by this Supplemental Indenture No. 23, and as it may be further amended and supplemented from time to time.

"Tax Agreement" means the Tax Regulatory Agreement and Non-Arbitrage Certificate executed and delivered by the Commission containing representations and covenants regarding the preservation of the tax-exempt status of the interest on the Tax-Exempt Bonds, the

investment of proceeds of the Tax-Exempt Bonds, and the calculation and payment of rebate amounts under Section 148(f) of the Code.

"Tax-Exempt Bonds" means the Sub-series A Bonds and the 2016 Special Revenue Bonds.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"Trustee" means Wells Fargo Bank, N.A., a national banking association organized and existing under the laws of the United States of America, and its successors 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.

"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.

SECTION 1.02 Rules of Construction; Time of Day.

In this Supplemental Indenture No. 23, 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 2016 Bonds) refer to this Supplemental Indenture No. 23, and (iv) all references to particular Articles or Sections are references to the Articles or Sections of this Supplemental Indenture No. 23 unless otherwise specified. References to any time of the day in this Supplemental Indenture No. 23 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 2016 BONDS

SECTION 2.01 Amount of Bonds; Purpose.

An aggregate principal amount of \$255,455,000 of Sub-series A Bonds, substantially in the form of Sub-series A Bonds attached to this Supplemental Indenture No. 23 as Exhibit A-1, an aggregate principal amount of \$75,755,000 of Sub-series B Bonds, substantially in the form of Sub-series B Bonds attached to this Supplemental Indenture No. 23 as Exhibit A-2 and an aggregate principal amount of \$79,865,000 of 2016 Special Revenue Bonds, substantially in the form of 2016 Special Revenue Bonds attached to this Supplemental Indenture No. 23 as Exhibit A-3, are authorized for issuance pursuant to this Supplemental Indenture No. 23, all of which will be issued on the Series Issue Date. The 2016 Bonds shall be issued and secured under this Supplemental Indenture No. 23 for the purposes set forth in the Recitals.

SECTION 2.02 Designation, Denominations, Maturity Dates and Interest.

(a) The Sub-series A Bonds shall be designated "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series A", the Sub-series B Bonds shall be designated "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series B (Federally Taxable)" and the 2016 Special Revenue Bonds shall be designated "Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016".

(b) The 2016 Bonds shall be issuable only in Authorized Denominations.

(c) (i) The Sub-series A 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 VI or in the form of Sub-series A Bonds attached to this Supplemental Indenture No. 23 as Exhibit A-1.

Maturity Date (December 1)	Principal Amount	Interest Rate
2026	\$ 4,955,000	5.000%
2027	21,550,000	5.000
2030	31,370,000	5.000
2031	10,220,000	5.000
2034	35,670,000	4.000
2035	37,505,000	5.000
2036	39,435,000	5.000
2041	24,750,000	4.000
2041	50,000,000	3.375

(ii) The Sub-series B 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 VI or in the form of Sub-series B Bonds attached to this Supplemental Indenture No. 23 as Exhibit A-2.

Maturity Date (December 1)	Principal Amount	Interest Rate
2017	\$ 2,005,000	1.175%
2018	2,030,000	1.478
2019	2,060,000	1.760
2020	8,110,000	2.024
2021	16,140,000	2.274
2022	15,570,000	2.503
2023	9,680,000	2.623
2024	9,940,000	2.828
2025	10,220,000	2.928

(iii) The 2016 Special Revenue 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 VI or in the form of 2016 Special Revenue Bond attached to this Supplemental Indenture No. 23 as Exhibit A-3.

Maturity Date (December 1)	Principal Amount	Interest Rate
2022	\$ 2,875,000	5.000%
2023	3,015,000	5.000
2024	3,165,000	5.000
2025	3,325,000	5.000
2026	8,230,000	5.000
2027	8,640,000	5.000
2029	4,060,000	5.000
2030	20,840,000	5.000
2032	4,655,000	5.000
2033	4,885,000	5.000
2034	5,130,000	5.000
2035	5,390,000	5.000
2036	5,655,000	5.000

(d) (i) The Sub-series A Bonds shall have a Series Issue Date which shall be October 20, 2016, the date of original issuance and first authentication and delivery against payment therefor, and which shall be set forth on the first page of all 2016 Sub-series A Bonds authenticated by the Authenticating Agent. Sub-series A Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a Dated Date of October 20, 2016. Sub-series A 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 Sub-series A 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 Sub-series A Bonds shall be in default, Sub-series A Bonds issued in exchange for Sub-series A 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 Sub-series A Bonds or, if no interest has been paid on the Sub-series A Bonds, the Series Issue Date of the Sub-series A Bonds.

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

(e) (i) The Sub-series B Bonds shall have a Series Issue Date which shall be October 20, 2016, the date of original issuance and first authentication and delivery against

payment therefor, and which shall be set forth on the first page of all Sub-series B Bonds authenticated by the Authenticating Agent. Sub-series B Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a Dated Date of October 20, 2016. Sub-series B 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 Sub-series B 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 Sub-series B Bonds shall be in default, Sub-series B Bonds issued in exchange for Sub-series B 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 Sub-series B Bonds or, if no interest has been paid on the Sub-series B Bonds, the Series Issue Date of the Sub-series B Bonds.

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

(f) (i) The 2016 Special Revenue Bonds shall have a Series Issue Date which shall be October 20, 2016, the date of original issuance and first authentication and delivery against payment therefor, and which shall be set forth on the first page of all 2016 Special Revenue Bonds authenticated by the Authenticating Agent. 2016 Special Revenue Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a Dated Date of October 20, 2016. 2016 Special Revenue 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 2016 Special Revenue 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 2016 Special Revenue Bonds shall be in default, 2016 Special Revenue Bonds issued in exchange for 2016 Special Revenue 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 2016 Special Revenue Bonds or, if no interest has been paid on the 2016 Special Revenue Bonds, the Series Issue Date of the 2016 Special Revenue Bonds.

(ii) The 2016 Special Revenue 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 2016 Special Revenue Bonds shall be paid on each applicable Interest Payment Date. Each 2016 Special Revenue Bond shall bear interest on overdue principal at the rate borne by such 2016 Special Revenue Bond. Interest on the 2016 Special Revenue Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(g) The 2016 Bonds shall be subject to redemption as provided in Article VI hereof.

ARTICLE III ADDITIONAL BOND PROVISIONS

SECTION 3.01 Method and Place of Payment of 2016 Bonds.

(a) All 2016 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 Bond Counsel delivered in connection with the issuance of the 2016 Bonds to be printed on or attached to such 2016 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 2016 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 2016 Bonds. The 2016 Bonds may bear an 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 funds available therefor under the Subordinate Indenture into the applicable sub-account of the Debt Service Fund such amounts as are necessary to pay interest and principal, and premium, if any, on the 2016 Bonds on each Interest Payment Date.

(c) Upon the execution and delivery hereof, the Commission shall execute the 2016 Bonds and deliver them to the Authenticating Agent for authentication. At the direction of the Commission, the Authenticating Agent shall authenticate the 2016 Bonds and deliver them to the purchasers thereof.

(d) The principal of and redemption premium, if any, and interest on the 2016 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 2016 Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such 2016 Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such 2016 Bonds at the Principal Office of the Trustee or of any Paying Agent named in the 2016 Bonds.

(f) The interest payable on each 2016 Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 2016 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 2016 Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2016 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 2016 Bond shall cease to be payable to the Owner of such 2016 Bond on the relevant Record Date and shall be payable to the Owner in whose name such 2016 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 2016 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, in immediately available funds, 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 2016 Bond entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds or upon satisfactory arrangement for the deposit 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 2016 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.

SECTION 3.02 Execution and Authentication of 2016 Bonds.

(a) The 2016 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, Assistant Secretary, Treasurer or Assistant Treasurer of the Commission, and shall have the corporate seal of the Commission affixed thereto or imprinted thereon. The 2016 Special Revenue Bonds shall also be executed on behalf of the Commonwealth by the manual or facsimile signature of the Governor of the Commonwealth. In case any officer whose signature or facsimile thereof appears on any 2016 Bond shall cease to be such officer, 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 2016 Bond may be signed by such persons as at the actual time of the execution of such 2016 Bond shall be the proper officers to sign such 2016 Bond although at the date of such 2016 Bond such persons may not have been such officers.

(b) The 2016 Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by the Trustee. No 2016 Bond shall be entitled to any security or benefit under this Supplemental Indenture No. 23 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 2016 Bond shall be conclusive evidence that

such 2016 Bond has been duly authenticated and delivered under this Supplemental Indenture No. 23. The Certificate of Authentication on any 2016 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 2016 Bonds that may be issued hereunder at any one time.

SECTION 3.03 Registration, Transfer and Exchange of 2016 Bonds.

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

(b) Any 2016 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 2016 Bond a new 2016 Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Supplemental Indenture No. 23 and of the same maturity, Series and Sub-series, bearing interest at the same rate, and having the same current commencement date, if applicable.

(c) Any 2016 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 2016 Bonds of the same maturity, Series and Sub-series of any Authorized Denomination, bearing interest at the same rate.

(d) In all cases in which 2016 Bonds shall be exchanged or transferred hereunder, the Commission shall execute and the Trustee shall authenticate and deliver at the earliest practicable time 2016 Bonds in accordance with this Supplemental Indenture No. 23. All 2016 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 2016 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 2016 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 2016 Bonds.

(f) As long as the 2016 Bonds are "Book Entry Bonds" (as described in Article IV), the Trustee shall follow the procedures of the Securities Depository with respect to

the transfer or exchange of the 2016 Bonds. At such time as the 2016 Bonds are no longer Book Entry Bonds, the Trustee shall not be required to exchange or register the transfer of Bonds after the giving of notice calling such Bond for redemption, in whole or in part.

(g) The Person in whose name any 2016 Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner of such 2016 Bond for all purposes, and payment of or on account of the principal of and redemption premium, if any, and interest on any such 2016 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 2016 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.

SECTION 3.04 Temporary 2016 Bonds.

(a) Until definitive 2016 Bonds are ready for delivery, the Commission may execute, and upon the Written Request, the Trustee shall authenticate and deliver, in lieu of definitive 2016 Bonds, but subject to the same limitations and conditions as definitive 2016 Bonds, temporary printed, engraved, lithographed or typewritten 2016 Bonds.

(b) If temporary 2016 Bonds shall be issued, the Commission shall cause the definitive 2016 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 2016 Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive 2016 Bond of the same Series or Sub-series and maturity and bearing interest at the same rate as the temporary 2016 Bond surrendered. Until so exchanged the temporary 2016 Bonds shall in all respects be entitled to the same benefit and security of this Supplemental Indenture No. 23 as the definitive 2016 Bonds to be issued and authenticated hereunder.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed 2016 Bonds.

In the event any 2016 Bond shall become mutilated, or be lost, stolen or destroyed, the Commission shall execute and the Trustee shall authenticate and deliver a new 2016 Bond of like Series, Sub-series, date and tenor as the 2016 Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2016 Bond, such mutilated 2016 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2016 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 2016 Bond shall have matured or been selected for redemption, instead of issuing a substitute 2016 Bond, the Trustee in its discretion may pay, with funds available under this Supplemental Indenture No. 23 for such purpose, such 2016 Bond without surrender thereof. Upon the issuance of any substitute 2016 Subordinate Revenue Refunding 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.

SECTION 3.06 Cancellation and Destruction of 2016 Bonds Upon Payment.

All 2016 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 No. 23, 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 2016 Bonds and the surrender thereof to the Trustee.

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

SECTION 4.01 Book-Entry; Securities Depository

(a) The 2016 Bonds shall initially be "Book Entry Bonds" under the Subordinate Indenture, registered to Cede & Co., the nominee for the Securities Depository, in the form of one fully-registered bond for the aggregate principal amount of the 2016 Bonds of each maturity, Series, Sub-series and interest rate, and no Beneficial Owner will receive certificates representing its interest in the 2016 Bonds, except as described in Section 2.12 of the Subordinate Indenture. It is anticipated that during the term of the 2016 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the 2016 Bonds to the Participants until and unless the Trustee authenticates and delivers certificates to the beneficial owners as described in Section 2.12 of the Subordinate Indenture.

(b) The provisions of Section 2.12 of the Subordinate Indenture shall apply to the 2016 Bonds as Book Entry Bonds.

**ARTICLE V
DISPOSITION OF PROCEEDS; CREATION OF FUNDS
AND ACCOUNTS**

SECTION 5.01 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund.

There is hereby established with the Trustee a fund to be designated the "2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund". All of the proceeds of the Sub-series A Bonds shall be deposited by the Trustee into the 2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund. The Trustee shall deposit therein any additional amounts required to be so deposited by the Commission, and the Trustee is authorized and directed:

(a) to transfer to the Escrow Agent pursuant to the 2016 Third Series Subordinate Revenue Bonds Escrow Deposit Agreement from a portion of the proceeds of the Sub-series A Bonds, the amount set forth in a closing receipt or statement signed by a

Commission Official dated the date of issuance of the Sub-series A Bonds (the "Closing Statement");

(b) to pay costs incurred by the Commission in connection with the issuance of the Sub-series A Bonds from the remaining proceeds of the Sub-series A Bonds including, but not limited to, those set forth in the Closing Statement. Issuance costs not paid pursuant to the Closing Statement shall be paid by the Trustee at the written direction of the Commission.

Any moneys remaining in the 2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund on the ninetieth (90th) day after the Series Issue Date shall be transferred to the 2016 Third Series Subordinate Revenue Bonds, Sub-series A Interest Sub-Account of the Debt Service Fund.

SECTION 5.02 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund.

There is hereby established with the Trustee a fund to be designated the "2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund". All of the proceeds of the Sub-series B Bonds shall be deposited by the Trustee into the 2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund. The Trustee shall deposit therein any additional amounts required to be so deposited by the Commission, and the Trustee is authorized and directed:

(a) to transfer to the Escrow Agent pursuant to the 2016 Third Series Subordinate Revenue Bonds Escrow Deposit Agreement from a portion of the proceeds of the Sub-series B Bonds, the amount set forth in the Closing Statement;

(b) to pay costs incurred by the Commission in connection with the issuance of the Sub-series B Bonds from the remaining proceeds of the Sub-series B Bonds including, but not limited to, those set forth in the Closing Statement. Issuance costs not paid pursuant to the Closing Statement shall be paid by the Trustee at the written direction of the Commission.

Any moneys remaining in the 2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund on the ninetieth (90th) day after the Series Issue Date shall be transferred to the 2016 Third Series Subordinate Revenue Bonds, Sub-series B Interest Sub-Account of the Debt Service Fund.

SECTION 5.03 Establishment of 2016 Special Revenue Bonds Clearing Fund.

There is hereby established with the Trustee a fund to be designated the "2016 Special Revenue Bonds Clearing Fund". All of the proceeds of the 2016 Special Revenue Bonds shall be deposited by the Trustee into the 2016 Special Revenue Bonds Clearing Fund. The Trustee shall deposit therein any additional amounts required to be so deposited by the Commission, and the Trustee is authorized and directed:

(a) to transfer to the Escrow Agent pursuant to the 2016 Special Revenue Bonds Escrow Deposit Agreement from a portion of the proceeds of the 2016 Special Revenue Bonds, the amount set forth in the Closing Statement;

(b) to pay costs incurred by the Commission in connection with the issuance of the 2016 Special Revenue Bonds from the remaining proceeds of the 2016 Special Revenue Bonds including, but not limited to, those set forth in the Closing Statement. Issuance costs not paid pursuant to the Closing Statement shall be paid by the Trustee at the written direction of the Commission.

Any moneys remaining in the 2016 Special Revenue Bonds Clearing Fund on the ninetieth (90th) day after the Series Issue Date shall be transferred to the 2016 Special Revenue Bonds Interest Sub-Account of the Debt Service Fund.

SECTION 5.04 Status of 2016 Third Series Subordinate Revenue Bonds as Debt Service Reserve Fund Bonds.

The 2016 Third Series Subordinate Revenue Bonds are designated as "Debt Service Reserve Fund Bonds" for purposes of this Supplemental Indenture No. 23. Upon the issuance of the 2016 Third Series Subordinate Revenue Bonds, the amounts on deposit in the Debt Service Reserve Fund will be sufficient to fulfill the Debt Service Reserve Fund Requirement of the Subordinate Indenture with respect to the 2016 Third Series Subordinate Revenue Bonds and all outstanding Debt Service Reserve Fund Bonds.

SECTION 5.05 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series A Interest and Principal Sub-Accounts of the Revenue Bonds Account of the Debt Service Fund.

There are hereby established with the Trustee sub-accounts designated "2016 Third Series Subordinate Revenue Bonds, Sub-series A Interest Sub-Account of the Revenue Bonds Account of the Debt Service Fund" and "2016 Third Series Subordinate Revenue Bonds, Sub-series A Principal Sub-Account of the Revenue Bonds Account of the Debt Service Fund" for deposit and disbursement of funds for interest and principal payments on the Sub-series A Bonds pursuant to Sections 4.01(b)(1), 4.01(b)(2), and 4.06 of the Subordinate Indenture.

SECTION 5.06 Establishment of 2016 Third Series Subordinate Revenue Bonds, Sub-series B Interest and Principal Sub-Accounts of the Revenue Bonds Account of the Debt Service Fund.

There are hereby established with the Trustee sub-accounts designated "2016 Third Series Subordinate Revenue Bonds, Sub-series B Interest Sub-Account of the Revenue Bonds Account of the Debt Service Fund" and "2016 Third Series Subordinate Revenue Bonds, Sub-series B Principal Sub-Account of the Revenue Bonds Account of the Debt Service Fund" for deposit and disbursement of funds for interest and principal payments on the Sub-series B Bonds pursuant to Sections 4.01(b)(1), 4.01(b)(2), and 4.06 of the Subordinate Indenture.

SECTION 5.07 Establishment of 2016 Special Revenue Bonds Interest and Principal Sub-Accounts of the Debt Service Fund.

There are hereby established with the Trustee sub-accounts designated "2016 Special Revenue Bonds Interest Sub-Account of the Special Revenue Bonds Account of the Debt Service Fund" and "2016 Special Revenue Bonds Principal Sub-Account of the Special Revenue

Bonds Account of the Debt Service Fund" for deposit and disbursement of funds for interest and principal payments on the 2016 Special Revenue Bonds pursuant to Sections 4.01(b)(3), 4.01(b)(4), and 4.06 of the Subordinate Indenture. Upon the issuance of the 2016 Special Revenue Bonds, the amounts on deposit in the Special Revenue Bonds Funded Debt Service Sub-Account of the Debt Service Fund will be sufficient to fulfill the requirements of Section 4.06 of the Subordinate Indenture with respect to the 2016 Special Revenue Bonds and all outstanding Special Revenue Bonds.

SECTION 5.08 Establishment of 2016 Third Series Subordinate Revenue Bonds and 2016 Special Revenue Bonds Rebate Fund.

Upon Written Request, the Trustee shall establish a fund within the Rebate Fund established pursuant to the Subordinate Indenture to be designated the "2016 Third Series Subordinate Revenue Bonds and 2016 Special Revenue Bonds Rebate Fund" which shall be held separate and apart from all other funds and accounts established under the Subordinate Indenture. The Trustee shall make deposits to and disbursements from the 2016 Third Series Subordinate Revenue Bonds and 2016 Special Revenue Bonds Rebate Fund in accordance with the Tax Agreement and shall invest the 2016 Third Series Subordinate Revenue Bonds and 2016 Special Revenue Bonds Rebate Fund pursuant to the written instructions given to it by the Chief Financial Officer of the Commission. The immediately preceding sentence of this Section 5.08 may be superseded or amended by a new Tax Agreement delivered by the Commission and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of such new Tax Agreement will not cause the interest on the Tax-Exempt Bonds to become includable in gross income of the recipient thereof for purposes of federal income taxation under Section 103 of the Code.

SECTION 5.09 Investment of Funds.

Moneys on deposit with respect to the 2016 Bonds in funds or accounts established pursuant to this Article V shall be invested solely in Permitted Investments to the extent permitted by applicable law and as provided in Section 5.02 of the Subordinate Indenture.

SECTION 5.10 Investment Earnings.

As provided in Section 5.02 of the Subordinate Indenture, the interest or income received on an investment shall remain in the fund or account to which the investment is credited; however, interest or income received on investments credited to the 2016 Third Series Subordinate Revenue Bonds, Sub-series A Clearing Fund shall be transferred to the 2016 Third Series Subordinate Revenue Bonds, Sub-series A Interest Sub-Account of the Debt Service Fund, interest or income received on investments credited to the 2016 Third Series Subordinate Revenue Bonds, Sub-series B Clearing Fund shall be transferred to the 2016 Third Series Subordinate Revenue Bonds, Sub-series B Interest Sub-Account of the Debt Service Fund and interest or income received on investments credited to the 2016 Special Revenue Bonds Clearing Fund shall be transferred to the 2016 Special Revenue Bonds Interest Sub-Account of the Special Revenue Bonds Account of the Debt Service Fund.

**ARTICLE VI
REDEMPTION OF 2016 BONDS**

SECTION 6.01 Optional Redemption.

(a) The Sub-series A Bonds maturing on or after December 1, 2027 are subject to redemption prior to maturity at the option of the Commission at any time on or after December 1, 2026, as a whole or in part by lot at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

(b) The Sub-series B Bonds are subject to optional redemption prior to maturity, at the direction of the Commission, in whole or in part, on any Business Day at the Make-Whole Redemption Price. The Commission shall retain an independent accounting firm or an independent financial advisor to determine the Make-Whole Redemption Price and perform all actions and make all calculations required to determine the Make-Whole Redemption Price. The Trustee and the Commission may conclusively rely on such accounting firm's or financial advisor's calculations in connection with, and its determination of, the Make-Whole Redemption Price, and neither the Trustee nor the Commission will have any liability for their reliance. The determination of the Make-Whole Redemption Price by such accounting firm or financial advisor shall be conclusive and binding on the Trustee, the Commission and the owners of the Sub-series B Bonds.

(c) The 2016 Special Revenue Bonds maturing on or after December 1, 2027 are subject to redemption prior to maturity at the option of the Commission at any time on or after December 1, 2026, as a whole or in part by lot at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

SECTION 6.02 Mandatory Redemption.

The 2016 Bonds are not subject to mandatory redemption.

SECTION 6.03 Partial Redemption.

Any partial redemption of the 2016 Bonds may be in any order of maturity and interest rate and in any principal amount within a maturity and interest rate within a Series or Sub-series as designated in writing by the Commission. The particular 2016 Bonds within a maturity and interest rate of a Series or Sub-series to be redeemed shall be determined by the Trustee by lot.

SECTION 6.04 Redemption Process.

If the Trustee gives an unconditional notice of redemption, then on the redemption date the 2016 Bonds called for redemption will become due and payable. If the Trustee gives a conditional notice of redemption and holds money to pay the redemption price of the affected 2016 Bonds, then on the redemption date the 2016 Bonds called for redemption will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the 2016 Bonds called for redemption, a bondholder's only right will be to receive payment of the redemption price upon surrender of those 2016 Bonds.

**ARTICLE VII
INTENTIONALLY OMITTED**

**ARTICLE VIII
MISCELLANEOUS**

SECTION 8.01 Payment of Principal of and Interest on 2016 Bonds.

The Commission shall promptly pay or cause to be paid the principal, or redemption price of, and the interest on, every 2016 Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only from the Trust Estate.

SECTION 8.02 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 2016 Refunding Project or the issuance of the 2016 Bonds.

SECTION 8.03 Further Assurances.

Except to the extent otherwise provided in this Supplemental Indenture No. 23, the Commission shall not enter into any contract or take any action by which the rights of the Trustee or the Bondowners 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 No. 23.

SECTION 8.04 Compliance with Tax Agreement.

The Commission covenants to comply with its covenants in the Tax Agreement regarding the preservation of the tax-exempt status of the interest on the Tax-Exempt Bonds.

SECTION 8.05 Financing Statements.

The Commission may cause financing statements relating to this Supplemental Indenture No. 23 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 2016 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 Bondowners, 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 Bondowners 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 2016 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.

SECTION 8.06 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 2016 Bonds.

SECTION 8.07 Illegal and Other Provisions Disregarded.

In case any provision in this Supplemental Indenture No. 23 or the 2016 Bonds shall for any reason be held invalid, illegal or unenforceable in any respect, this Supplemental Indenture No. 23 shall be construed as if such provision were not included herein.

SECTION 8.08 Notices.

(a) General. 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
700 South Eisenhower Boulevard
Middletown, PA 17057
Fax No.: (717) 986-8754

With a copy to: P.O. Box 67676
Harrisburg, PA 17106-7676
Attention: Chief Financial Officer

If to the Trustee: Wells Fargo Bank, N.A.
123 S. Broad Street, Suite 1500
Philadelphia, PA 19109
Attention: Darlene Dimter,
Corporate Trust Department
Fax No.: (877) 775-7570

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.

SECTION 8.09 Successors and Assigns.

All the covenants, promises and agreements in this Supplemental Indenture No. 23 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.

SECTION 8.10 Headings for Convenience Only.

The descriptive headings in this Supplemental Indenture No. 23 are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 8.11 Counterparts.

This Supplemental Indenture No. 23 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.

SECTION 8.12 Information Under Uniform Commercial Code.

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

The secured party is Wells Fargo Bank, N.A., Trustee. Its address from which information concerning the security interest may be obtained is set forth in Section 8.08. The debtor is Pennsylvania Turnpike Commission. Its mailing address is set forth in Section 8.08.

SECTION 8.13 Applicable Law.

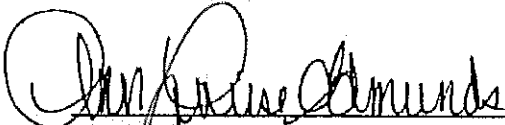
This Supplemental Indenture No. 23 shall be governed by and construed in accordance with the laws of the Commonwealth.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Supplemental Indenture No. 23 to be executed on behalf of the Commission by its Chief Financial Officer and attested by its (Assistant) Secretary/(Assistant) Treasurer, and Wells Fargo Bank, N.A., as Trustee, has caused this Supplemental Indenture No. 23 to be executed by one of its Authorized Officers and attested by one of its Authorized Officers all as of the day and year first above written.

ATTEST:

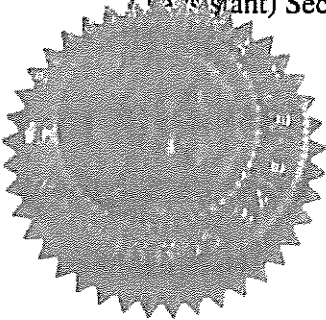
PENNSYLVANIA TURNPIKE
COMMISSION



(Assistant) Secretary/(Assistant) Treasurer

By: 

Chief Financial Officer



WELLS FARGO BANK, N.A.,
as Trustee

Authorized Officer

By: _____
Authorized Officer

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Supplemental Indenture No. 23 to be executed on behalf of the Commission by its Chief Financial Officer and attested by its (Assistant) Secretary/(Assistant) Treasurer, and Wells Fargo Bank, N.A., as Trustee, has caused this Supplemental Indenture No. 23 to be executed by one of its Authorized Officers and attested by one of its Authorized Officers all as of the day and year first above written.

ATTEST:

PENNSYLVANIA TURNPIKE
COMMISSION

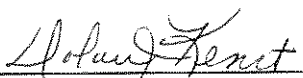
(Assistant) Secretary/(Assistant) Treasurer

By: _____
Chief Financial Officer

[SEAL]

ATTEST:

WELLS FARGO BANK, N.A.,
as Trustee



Authorized Officer

By: 

Authorized Officer

EXHIBIT A-1

FORM OF SUB-SERIES A BONDS

R1-__

\$ _____

**PENNSYLVANIA TURNPIKE COMMISSION
TURNPIKE SUBORDINATE REVENUE REFUNDING BOND
THIRD SERIES OF 2016, SUB-SERIES A**

<u>Series</u> <u>Issue Date</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP</u>
October 20, 2016	_____, 2016	December 1, 20__	_____

Interest Rate: _____%

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

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 Wells Fargo Bank, N.A., Philadelphia, Pennsylvania, as Trustee (the "Trustee") under a Subordinate Trust Indenture dated as of April 1, 2008 between the Commission and the Trustee, as amended and supplemented, including by that certain Supplemental Trust Indenture No. 23 dated as of October 1, 2016 (the "Supplemental Indenture No. 23") (collectively, the "Subordinate Indenture"), and to pay by check or draft drawn on Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"), interest on such principal sum, at the interest rate stated hereon, from the June 1 and December 1, commencing December 1, 2016, (each hereinafter referred to as an "Interest Payment Date") next preceding the date hereof unless (i) this 2016 Third Series Subordinate Revenue Bond (as hereinafter defined) shall be authenticated after a Record Date (as hereinafter defined) and on or before the next succeeding Interest Payment Date, in which case this 2016 Third Series Subordinate Revenue Bond shall bear interest from such next succeeding Interest Payment Date, or (ii) this 2016 Third Series Subordinate Revenue Bond shall be authenticated before the first Interest Payment Date, in which case this 2016 Third Series Subordinate Revenue Bond shall bear interest from the Series Issue Date, payable December 1, 2016, 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 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bonds are registered as of a Special Record Date established by the Trustee, and notice of which shall be mailed, as set forth in Supplemental Indenture No. 23.

The interest payable on each 2016 Third Series Subordinate Revenue Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2016 Third Series Subordinate Revenue 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.

Terms not otherwise defined herein shall have the meanings set forth in the Subordinate Indenture and Supplemental Indenture No. 23.

THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND IS A LIMITED OBLIGATION OF THE COMMISSION AND IS PAYABLE SOLELY FROM THE SOURCES REFERRED TO HEREIN. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND. THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE COMMONWEALTH IS NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL, INTEREST OR REDEMPTION PRICE OF THE 2016 THIRD SERIES SUBORDINATE REVENUE BONDS OR TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATSOEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2016 THIRD SERIES SUBORDINATE REVENUE BONDS. THE COMMISSION HAS NO TAXING POWER.

This 2016 Third Series Subordinate Revenue Bond is one of a duly authorized issue of bonds of the Commission designated the "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series A" issued in the aggregate principal amount of \$255,455,000 (the "Sub-series A Bonds"), pursuant to an Act of the General Assembly of the Commonwealth of Pennsylvania approved July 18, 2007, P.L. 169, No. 4007-44 ("Act 44") and various other 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, No. 61 to the extent not repealed by Act 44, and the Act of General Assembly of Pennsylvania approved on November 25, 2013, P.L. 974, No. 89 ("Act 89") (collectively called, the "Enabling Acts"), under and pursuant to resolutions of the Commission and under and pursuant to the Subordinate Indenture, to finance the costs of (a) advance refunding certain of the Commission's outstanding subordinate revenue bonds; and (b) paying the costs of issuing the 2016 Third Series Subordinate Revenue Bonds.

The Subordinate Indenture authorizes the issuance of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds ("Revenue Bonds," as more fully defined in the Subordinate Indenture) and Pennsylvania Turnpike Commission Subordinate Special Revenue Bonds ("Special Revenue Bonds," as more fully defined in the Subordinate Indenture).

Simultaneously with the issuance of the Sub-series A Bonds, the Commission is issuing its bonds designated (i) the "Pennsylvania Turnpike Commission, Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series B (Federally Taxable)" in the aggregate principal amount of \$75,755,000 (the "Sub-series B Bonds" and, collectively with the "Sub-series A Bonds", the "2016 Third Series Subordinate Revenue Bonds") and (ii) the "Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016" in the aggregate principal amount of \$79,865,000 (the "2016 Special Revenue Bonds"). The 2016 Third Series Subordinate Revenue Bonds and other Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture) are senior in right of payment to any Special Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture). The 2016 Special Revenue Bonds are Special Revenue Bonds Parity Obligations and are, therefore, subordinate to the 2016 Third Series Subordinate Revenue Bonds. Any funds on deposit in the Special Revenue Bonds Receipt Account or the Special Revenue Bonds Funded Debt Service Sub-Account may only be used for the payment of debt service on Special Revenue Bonds and may not be used for the payment of debt service on Revenue Bonds or for any other purpose.

An executed counterpart of the Subordinate 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 Subordinate Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2016 Third Series Subordinate Revenue Bonds, the collection and disposition of Commission Payments (as defined in the Subordinate Indenture), the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the 2016 Third Series Subordinate Revenue Bonds, the nature and extent of the security, the terms and conditions on which the 2016 Third Series Subordinate Revenue Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the 2016 Third Series Subordinate Revenue Bonds. By the acceptance of this 2016 Third Series Subordinate Revenue Bond, the registered owner hereof and, if a book entry system is being used for the 2016 Third Series Subordinate Revenue 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 Subordinate Indenture.

Whenever the due date for payment of interest or principal of the 2016 Third Series Subordinate Revenue Bonds or the date fixed for redemption of any 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Refunding Bond are payable only from moneys deposited or to be deposited

under the Subordinate 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 Subordinate Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth, of additional Revenue Bonds, Revenue Bonds Parity Obligations, Special Revenue Bonds, Special Revenue Bonds Parity Obligations, Subordinate Indenture Bonds and Subordinate Indebtedness (each as described in the Subordinate Indenture) for the purposes set forth therein.

The 2016 Third Series Subordinate Revenue Bonds are secured as set forth in the Subordinate Indenture and herein together with all other Revenue Bonds issued or to be issued in the future pursuant to the Subordinate Indenture, by a pledge by the Commission of the Trust Estate (as defined in the Subordinate Indenture).

The 2016 Third Series Subordinate Revenue Bonds are "Debt Service Reserve Fund Bonds" for purposes of the Subordinate Indenture.

The Commission covenants in the Subordinate Indenture that it will establish and maintain schedules of Tolls (as defined in the Subordinate Indenture) for traffic over the System (as defined in the Subordinate Indenture) as required by the Senior Indenture (as such term is defined in the Subordinate Indenture) and, in addition, so that the amount paid into the General Reserve Fund of the Senior Indenture in each Fiscal Year and for each Commission Payment, will be at least sufficient to provide funds in an amount not less than: (1) 115% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Revenue Bonds and Revenue Bonds Parity Obligations; plus (2) 100% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Special Revenue Bonds, Special Revenue Bonds Parity Obligations and Subordinated Indebtedness (all such terms as defined in the Subordinate Indenture); plus (3) any payment by the Commission required by Section 4.07 of the Subordinate Indenture for restoring any deficiency in the Debt Service Reserve Fund.

The 2016 Third Series Subordinate Revenue 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 Subordinate Indenture, this 2016 Third Series Subordinate Revenue Bond, upon surrender hereof at the designated corporate trust office of the Bond Registrar in Minneapolis, Minnesota, 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 2016 Third Series Subordinate Revenue Bonds of any other authorized denomination of the same maturity.

The Sub-series A Bonds maturing on or after December 1, 2027 are subject to redemption prior to maturity at the option of the Commission at any time on or after December 1, 2026, as a whole or in part by lot at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Any partial redemption of a 2016 Third Series Subordinate Revenue Bonds may be in any order of maturity and interest rate and in any principal amount within a maturity and interest rate

as designated in writing by the Commission. The particular 2016 Third Series Subordinate Revenue Bonds within a maturity and interest rate of a Series to be redeemed shall be determined by the Trustee by lot.

Notices of Redemption shall be provided in accordance with Section 3.02 of the Subordinate Indenture. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the redemption price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied or if any such other event occurs. If notice of redemption shall have been given as aforesaid, then the 2016 Third Series Subordinate Revenue Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid up to but not including the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such 2016 Third Series Subordinate Revenue Bonds or portions thereof, shall be paid at the redemption price plus interest accrued and unpaid up to but not including the redemption date, and, from and after the redemption date interest on such 2016 Third Series Subordinate Revenue Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any redemption notice or other notices required by the Subordinate Indenture shall be sent only to the Securities Depository, initially Cede & Co., as nominee of DTC, so long as the 2016 Third Series Subordinate Revenue Bonds are held in book entry only form.

The owner of this 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bond or the Subordinate Indenture, other than to give notice of certain defaults as provided in the Subordinate Indenture, unless requested so to do in writing by the owners of not less than a majority in principal amount of the Revenue Bonds then Outstanding under the Subordinate Indenture and upon receipt of satisfactory indemnity as provided in the Subordinate Indenture.

The owner of this 2016 Third Series Subordinate Revenue Bond shall have no right to enforce the provisions of the Subordinate Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Subordinate Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Subordinate 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 2016 Third Series Subordinate Revenue Bond and the execution of the Subordinate Indenture, including Supplemental Indenture No. 23, have happened, exist and have been performed as so required.

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this 2016 Third Series Subordinate Revenue Bond, or for any claim based hereon or on the Subordinate 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.

To the extent and in the manner permitted by the terms of the Subordinate Indenture, modification or amendment of the Subordinate Indenture and of the rights and obligations of the Commission and of the Owners of the 2016 Third Series Subordinate Revenue Bonds may be made by a Supplemental Subordinate Indenture, in certain instances without the written consent of the Owners of the 2016 Third Series Subordinate Revenue Bonds. Reference is made to the Subordinate Indenture for the terms and provisions thereof relating to amendments and supplements.

The registration of this 2016 Third Series Subordinate Revenue Bond is transferable, as provided in the Subordinate Indenture, only upon the books of the Commission kept for that purpose at the above mentioned office of the Trustee by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this 2016 Third Series Subordinate Revenue Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered 2016 Third Series Subordinate Revenue Bond in the same aggregate principal amount, Sub-series, interest rate and maturity shall be issued to the transferee in exchange therefor as provided in the Subordinate Indenture, and upon payment of the charges therein prescribed. The Commission and each Fiduciary, including the Trustee and any Paying Agent, may deem and treat the person in whose name this 2016 Third Series Subordinate Revenue Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

The 2016 Third Series Subordinate Revenue Bonds are issued by means of a book-entry-only system, with no physical distribution of bond certificates to be made except as provided in the Subordinate Indenture. One or more bond certificates for each maturity and Sub-series, registered in the name of the Securities Depository nominee, is being issued for deposit with the Securities Depository and immobilized in its custody. The book-entry-only system will evidence positions held in the 2016 Third Series Subordinate Revenue Bonds by the Securities Depository's participants; beneficial ownership of the 2016 Third Series Subordinate Revenue Bonds, in the principal amount of \$5,000 or any integral multiple thereof, shall be evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Commission and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this 2016 Third Series Subordinate Revenue Bond, as the owner of this 2016 Third Series Subordinate Revenue Bond for all purposes, including payments of principal of and redemption price and interest on this Bond, notices and voting. Transfers of principal, interest and any redemption price payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfers of principal, interest and any redemption price payments to beneficial owners of the 2016 Third Series Subordinate Revenue Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. Neither the Commission nor the Trustee will be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While

the Securities Depository nominee is the owner of this 2016 Third Series Subordinate Revenue Bond, notwithstanding any provisions herein contained to the contrary, payments of principal of and Redemption Price and interest on this bond shall be made in accordance with existing arrangements among the Trustee, the Commission and the Securities Depository. In the event the 2016 Third Series Subordinate Revenue Bonds are no longer held in book-entry-only form, the 2016 Third Series Subordinate Revenue Bonds would be issuable in the form of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This 2016 Third Series Subordinate Revenue Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Subordinate Indenture until the Certificate of Authentication hereon shall have been signed by the Authenticating Agent or its Agent.

If the 2016 Third Series Subordinate Revenue Bonds are held by The Depository Trust Company in book-entry form pursuant to Supplemental Indenture No. 23, the following legend (or such other legend as may be satisfactory to the Trustee, the Commission and The Depository Trust Company) shall appear in this place: Unless this 2016 Third Series Subordinate Revenue Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee or its agent 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.

IN WITNESS WHEREOF, the Commission has caused this 2016 Third Series Subordinate Revenue Bond to be executed in its name by the manual or facsimile signature of the Chairman of the Commission and the official seal of the Commission or a facsimile of the official seal to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Secretary/Treasurer or Assistant Secretary/Assistant Treasurer.

ATTEST:

PENNSYLVANIA TURNPIKE
COMMISSION

(Assistant) Secretary/(Assistant) Treasurer

Chairman, Pennsylvania Turnpike Commission

[Commission Seal]

CERTIFICATE OF AUTHENTICATION

This 2016 Third Series Subordinate Revenue Bond is one of the 2016 Third Series Subordinate Revenue Bonds described in the within-mentioned Subordinate Indenture. Attached hereto is the complete text of the opinion of Cohen & Grigsby, P.C. of Pittsburgh, Pennsylvania and Dilworth Paxson LLP of Philadelphia, Pennsylvania, Co-Bond Counsel, dated the date of initial delivery of and payment for the 2016 Third Series Subordinate Revenue Bonds, a signed original of which is on file with the Trustee and the Bond Register.

Wells Fargo Bank, N.A.,
Authenticating Agent

By: _____
Authorized Signature

Date of Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within 2016 Third Series Subordinate Revenue Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	- as tenants in common	UNIF GIFT MIN ACT - _____	Custodian _____
TEN ENT	- as tenants by the entireties	(Cust)	(Minor)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts 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 2016 Third Series Subordinate Revenue Bond and all rights thereunder, and hereby irrevocably constitutes and appoints, _____ attorney to transfer the said 2016 Third Series Subordinate Revenue 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.

[ATTACH TEXT OF OPINION OF CO-BOND COUNSEL]

EXHIBIT A-2

FORM OF SUB-SERIES B BONDS

R2-__

\$ _____

**PENNSYLVANIA TURNPIKE COMMISSION
 TURNPIKE SUBORDINATE REVENUE REFUNDING BOND
 THIRD SERIES OF 2016, SUB-SERIES B
 (FEDERALLY TAXABLE)**

<u>Series Issue Date</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP</u>
October 20, 2016	_____, 2016	December 1, 20__	_____

Interest Rate: _____%

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

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 Wells Fargo Bank, N.A., Philadelphia, Pennsylvania, as Trustee (the "Trustee") under a Subordinate Trust Indenture dated as of April 1, 2008 between the Commission and the Trustee, as amended and supplemented, including by that certain Supplemental Trust Indenture No. 23 dated as of October 1, 2016 (the "Supplemental Indenture No. 23") (collectively, the "Subordinate Indenture"), and to pay by check or draft drawn on Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"), interest on such principal sum, at the interest rate stated hereon, from the June 1 and December 1, commencing December 1, 2016, (each hereinafter referred to as an "Interest Payment Date") next preceding the date hereof unless (i) this 2016 Third Series Subordinate Revenue Bond (as hereinafter defined) shall be authenticated after a Record Date (as hereinafter defined) and on or before the next succeeding Interest Payment Date, in which case this 2016 Third Series Subordinate Revenue Bond shall bear interest from such next succeeding Interest Payment Date, or (ii) this 2016 Third Series Subordinate Revenue Bond shall be authenticated before the first Interest Payment Date, in which case this 2016 Third Series Subordinate Revenue Bond shall bear interest from the Series Issue Date, payable December 1, 2016, 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 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bonds are registered as of a Special Record Date established by the Trustee, and notice of which shall be mailed, as set forth in Supplemental Indenture No. 23.

The interest payable on each 2016 Third Series Subordinate Revenue Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2016 Third Series Subordinate Revenue 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.

Terms not otherwise defined herein shall have the meanings set forth in the Subordinate Indenture and Supplemental Indenture No. 23.

THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND IS A LIMITED OBLIGATION OF THE COMMISSION AND IS PAYABLE SOLELY FROM THE SOURCES REFERRED TO HEREIN. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND. THIS 2016 THIRD SERIES SUBORDINATE REVENUE BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE COMMONWEALTH IS NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL, INTEREST OR REDEMPTION PRICE OF THE 2016 THIRD SERIES SUBORDINATE REVENUE BONDS OR TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2016 THIRD SERIES SUBORDINATE REVENUE BOND. THE COMMISSION HAS NO TAXING POWER.

This 2016 Third Series Subordinate Revenue Bond is one of a duly authorized issue of bonds of the Commission designated the "Pennsylvania Turnpike Commission, Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series B (Federally Taxable)" in the aggregate principal amount of \$75,755,000 (the "Sub-series B Bonds"), pursuant to an Act of the General Assembly of the Commonwealth of Pennsylvania approved July 18, 2007, P.L. 169, No. 4007-44 ("Act 44") and various other 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, No. 61 to the extent not repealed by Act 44, and the Act of General Assembly of Pennsylvania approved on November 25, 2013, P.L. 974, No. 89 ("Act 89") (collectively called, the "Enabling Acts"), under and pursuant to resolutions of the Commission and under and pursuant to the Subordinate Indenture, to finance the costs of (a) advance refunding certain of the Commission's outstanding subordinate revenue bonds; and (b) paying the costs of issuing the 2016 Third Series Subordinate Revenue Bonds.

The Subordinate Indenture authorizes the issuance of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds ("Revenue Bonds," as more fully defined in the Subordinate Indenture) and Pennsylvania Turnpike Commission Subordinate Special Revenue Bonds ("Special Revenue Bonds," as more fully defined in the Subordinate Indenture).

Simultaneously with the issuance of the 2016 Third Series Subordinate Revenue Bonds, the Commission is issuing its bonds designated (i) the "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016, Sub-series A" issued in the aggregate principal amount of \$255,455,000 (the "Sub-series A Bonds" and, collectively with the "Sub-series B Bonds", the "2016 Third Series Subordinate Revenue Bonds") and (ii) the "Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016" in the aggregate principal amount of \$79,865,000 (the "2016 Special Revenue Bonds"). The 2016 Third Series Subordinate Revenue Bonds and other Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture) are senior in right of payment to any Special Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture). The 2016 Special Revenue Bonds are Special Revenue Bonds Parity Obligations and are, therefore, subordinate to the 2016 Third Series Subordinate Revenue Bonds. Any funds on deposit in the Special Revenue Bonds Receipt Account or the Special Revenue Bonds Funded Debt Service Sub-Account may only be used for the payment of debt service on Special Revenue Bonds and may not be used for the payment of debt service on Revenue Bonds or for any other purpose.

An executed counterpart of the Subordinate 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 Subordinate Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2016 Third Series Subordinate Revenue Bonds, the collection and disposition of Commission Payments (as defined in the Subordinate Indenture), the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the 2016 Third Series Subordinate Revenue Bonds, the nature and extent of the security, the terms and conditions on which the 2016 Third Series Subordinate Revenue Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the 2016 Third Series Subordinate Revenue Bonds. By the acceptance of this 2016 Third Series Subordinate Revenue Bond, the registered owner hereof and, if a book entry system is being used for the 2016 Third Series Subordinate Revenue 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 Subordinate Indenture.

Whenever the due date for payment of interest or principal of the 2016 Third Series Subordinate Revenue Bonds or the date fixed for redemption of any 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Refunding Bond are payable only from moneys deposited or to be deposited

under the Subordinate 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 Subordinate Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth, of additional Revenue Bonds, Revenue Bonds Parity Obligations, Special Revenue Bonds, Special Revenue Bonds Parity Obligations, Subordinate Indenture Bonds and Subordinate Indebtedness (each as described in the Subordinate Indenture) for the purposes set forth therein.

The 2016 Third Series Subordinate Revenue Bonds are secured as set forth in the Subordinate Indenture and herein together with all other Revenue Bonds issued or to be issued in the future pursuant to the Subordinate Indenture, by a pledge by the Commission of the Trust Estate (as defined in the Subordinate Indenture).

The 2016 Third Series Subordinate Revenue Bonds are "Debt Service Reserve Fund Bonds" for purposes of the Subordinate Indenture.

The Commission covenants in the Subordinate Indenture that it will establish and maintain schedules of Tolls (as defined in the Subordinate Indenture) for traffic over the System (as defined in the Subordinate Indenture) as required by the Senior Indenture (as such term is defined in the Subordinate Indenture) and, in addition, so that the amount paid into the General Reserve Fund of the Senior Indenture in each Fiscal Year and for each Commission Payment, will be at least sufficient to provide funds in an amount not less than: (1) 115% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Revenue Bonds and Revenue Bonds Parity Obligations; plus (2) 100% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Special Revenue Bonds, Special Revenue Bonds Parity Obligations and Subordinated Indebtedness (all such terms as defined in the Subordinate Indenture); plus (3) any payment by the Commission required by Section 4.07 of the Subordinate Indenture for restoring any deficiency in the Debt Service Reserve Fund.

The 2016 Third Series Subordinate Revenue 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 Subordinate Indenture, this 2016 Third Series Subordinate Revenue Bond, upon surrender hereof at the designated corporate trust office of the Bond Registrar in Minneapolis, Minnesota, 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 2016 Third Series Subordinate Revenue Bonds of any other authorized denomination of the same maturity.

The Sub-series B Bonds are subject to optional redemption prior to maturity, at the direction of the Commission, in whole or in part, on any Business Day at the Make-Whole Redemption Price. The Commission shall retain an independent accounting firm or an independent financial advisor to determine the Make-Whole Redemption Price and perform all actions and make all calculations required to determine the Make-Whole Redemption Price. The Trustee and the Commission may conclusively rely on such accounting firm's or financial advisor's calculations in connection with, and its determination of, the Make-Whole Redemption

Price, and neither the Trustee nor the Commission will have any liability for their reliance. The determination of the Make-Whole Redemption Price by such accounting firm or financial advisor shall be conclusive and binding on the Trustee, the Commission and the owners of the Sub-series B Bonds.

"Make-Whole Adjustment" means (i) with respect to the Sub-series B Bonds maturing December 1, 2017, ten (10) basis points, (ii) with respect to the Sub-series B Bonds maturing December 1, 2018, December 1, 2019 and December 1, 2020, fifteen (15) basis points, and (iii) with respect to the Sub-series B Bonds maturing December 1, 2021, December 1, 2022, December 1, 2023, December 1, 2024 and December 1, 2025, twenty (20) basis points.

"Make-Whole Redemption Price" means the greater of (i) 100% of the principal amount of a Sub-series B Bond to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of such Sub-series B Bond, not including any portion of those payments of interest accrued and unpaid as of the date on which such Sub-series B Bond is to be redeemed, discounted to the date on which such Sub-series B Bond is to be redeemed on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months at the adjusted Treasury Rate plus the Make-Whole Adjustment, plus, in each case, accrued and unpaid interest on such Sub-series B Bond to the redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

As used in connection with the above definition of "Treasury Rate" the following capitalized terms have the following meanings:

"Comparable Treasury Issue" means the United States Treasury security or securities selected by a Designated Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Sub-series B Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Sub-series B Bonds.

"Comparable Treasury Price" means, with respect to any redemption date, the average of the Primary Treasury Dealer Quotations for such redemption date or, if the Designated Investment Banker obtains only one Primary Treasury Dealer Quotation, such Primary Treasury Dealer Quotation.

"Designated Investment Banker" means a Primary Treasury Dealer appointed by the Commission.

"Primary Treasury Dealer" means a primary U.S. Government securities dealer in The City of New York, New York.

"Primary Treasury Dealer Quotations" means, with respect to each Primary Treasury Dealer and any redemption date, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Primary

Treasury Dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

Any partial redemption of a 2016 Third Series Subordinate Revenue Bonds may be in any order of maturity and interest rate and in any principal amount within a maturity and interest rate as designated in writing by the Commission. The particular 2016 Third Series Subordinate Revenue Bonds within a maturity and interest rate of a Series to be redeemed shall be determined by the Trustee by lot.

Notices of Redemption shall be provided in accordance with Section 3.02 of the Subordinate Indenture. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the redemption price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied or if any such other event occurs. If notice of redemption shall have been given as aforesaid, then the 2016 Third Series Subordinate Revenue Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid up to but not including the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such 2016 Third Series Subordinate Revenue Bonds or portions thereof, shall be paid at the redemption price plus interest accrued and unpaid up to but not including the redemption date, and, from and after the redemption date interest on such 2016 Third Series Subordinate Revenue Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any redemption notice or other notices required by the Subordinate Indenture shall be sent only to the Securities Depository, initially Cede & Co., as nominee of DTC, so long as the 2016 Third Series Subordinate Revenue Bonds are held in book entry only form.

The owner of this 2016 Third Series Subordinate Revenue 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 2016 Third Series Subordinate Revenue Bond or the Subordinate Indenture, other than to give notice of certain defaults as provided in the Subordinate Indenture, unless requested so to do in writing by the owners of not less than a majority in principal amount of the Revenue Bonds then Outstanding under the Subordinate Indenture and upon receipt of satisfactory indemnity as provided in the Subordinate Indenture.

The owner of this 2016 Third Series Subordinate Revenue Bond shall have no right to enforce the provisions of the Subordinate Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Subordinate Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Subordinate 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 2016 Third Series Subordinate Revenue Bond and the execution of the Subordinate Indenture, including Supplemental Indenture No. 23, have happened, exist and have been performed as so required.

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this 2016 Third Series Subordinate Revenue Bond, or for any claim based hereon or on the Subordinate 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.

To the extent and in the manner permitted by the terms of the Subordinate Indenture, modification or amendment of the Subordinate Indenture and of the rights and obligations of the Commission and of the Owners of the 2016 Third Series Subordinate Revenue Bonds may be made by a Supplemental Subordinate Indenture, in certain instances without the written consent of the Owners of the 2016 Third Series Subordinate Revenue Bonds. Reference is made to the Subordinate Indenture for the terms and provisions thereof relating to amendments and supplements.

The registration of this 2016 Third Series Subordinate Revenue Bond is transferable, as provided in the Subordinate Indenture, only upon the books of the Commission kept for that purpose at the above mentioned office of the Trustee by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this 2016 Third Series Subordinate Revenue Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered 2016 Third Series Subordinate Revenue Bond in the same aggregate principal amount, Sub-series, interest rate and maturity shall be issued to the transferee in exchange therefor as provided in the Subordinate Indenture, and upon payment of the charges therein prescribed. The Commission and each Fiduciary, including the Trustee and any Paying Agent, may deem and treat the person in whose name this 2016 Third Series Subordinate Revenue Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

The 2016 Third Series Subordinate Revenue Bonds are issued by means of a book-entry-only system, with no physical distribution of bond certificates to be made except as provided in the Subordinate Indenture. One or more bond certificates for each maturity and Sub-series, registered in the name of the Securities Depository nominee, is being issued for deposit with the Securities Depository and immobilized in its custody. The book-entry-only system will evidence positions held in the 2016 Third Series Subordinate Revenue Bonds by the Securities Depository's participants; beneficial ownership of the 2016 Third Series Subordinate Revenue Bonds, in the principal amount of \$5,000 or any integral multiple thereof, shall be evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Commission and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this 2016 Third Series Subordinate Revenue Bond, as the owner of this 2016 Third Series Subordinate Revenue Bond for all purposes, including payments of principal of and redemption price and interest on this Bond, notices and voting. Transfers of principal, interest and any redemption price payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfers of principal, interest and any redemption price payments to beneficial owners of the 2016 Third

Series Subordinate Revenue Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. Neither the Commission nor the Trustee will be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this 2016 Third Series Subordinate Revenue Bond, notwithstanding any provisions herein contained to the contrary, payments of principal of and Redemption Price and interest on this bond shall be made in accordance with existing arrangements among the Trustee, the Commission and the Securities Depository. In the event the 2016 Third Series Subordinate Revenue Bonds are no longer held in book-entry-only form, the 2016 Third Series Subordinate Revenue Bonds would be issuable in the form of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This 2016 Third Series Subordinate Revenue Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Subordinate Indenture until the Certificate of Authentication hereon shall have been signed by the Authenticating Agent or its Agent.

If the 2016 Third Series Subordinate Revenue Bonds are held by The Depository Trust Company in book-entry form pursuant to Supplemental Indenture No. 23, the following legend (or such other legend as may be satisfactory to the Trustee, the Commission and The Depository Trust Company) shall appear in this place: Unless this 2016 Third Series Subordinate Revenue Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee or its agent 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.

IN WITNESS WHEREOF, the Commission has caused this 2016 Third Series Subordinate Revenue Bond to be executed in its name by the manual or facsimile signature of the Chairman of the Commission and the official seal of the Commission or a facsimile of the official seal to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Secretary/Treasurer or Assistant Secretary/Assistant Treasurer.

ATTEST:

PENNSYLVANIA TURNPIKE
COMMISSION

(Assistant) Secretary/(Assistant) Treasurer

Chairman, Pennsylvania Turnpike Commission

[Commission Seal]

CERTIFICATE OF AUTHENTICATION

This 2016 Third Series Subordinate Revenue Bond is one of the 2016 Third Series Subordinate Revenue Bonds described in the within-mentioned Subordinate Indenture. Attached hereto is the complete text of the opinion of Cohen & Grigsby, P.C. of Pittsburgh, Pennsylvania and Dilworth Paxson LLP of Philadelphia, Pennsylvania, Co-Bond Counsel, dated the date of initial delivery of and payment for the 2016 Third Series Subordinate Revenue Bonds, a signed original of which is on file with the Trustee and the Bond Register.

Wells Fargo Bank, N.A.,
Authenticating Agent

By: _____
Authorized Signature

Date of Authentication: _____

[ATTACH TEXT OF OPINION OF CO-BOND COUNSEL]

EXHIBIT A-3

FORM OF 2016 SPECIAL REVENUE BONDS

R3-__

\$ _____

**PENNSYLVANIA TURNPIKE COMMISSION
MOTOR LICENSE FUND-ENHANCED
TURNPIKE SUBORDINATE SPECIAL REVENUE REFUNDING BOND
FIRST SERIES OF 2016**

<u>Series</u> <u>Issue Date</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP</u>
------------------------------------	-------------------	----------------------	--------------

October 20, 2016	_____, 2016	December 1, 20__	_____
------------------	-------------	------------------	-------

Interest Rate: _____%

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

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 Wells Fargo Bank, N.A., Philadelphia, Pennsylvania, as Trustee (the "Trustee") under a Subordinate Trust Indenture dated as of April 1, 2008 between the Commission and the Trustee, as amended and supplemented, including by that certain Supplemental Trust Indenture No. 23 dated as of October 1, 2016 (the "Supplemental Indenture No. 23") (collectively, the "Subordinate Indenture"), and to pay by check or draft drawn on Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"), interest on such principal sum, at the interest rate stated hereon, from the June 1 and December 1, commencing December 1, 2016, (each hereinafter referred to as an "Interest Payment Date") next preceding the date hereof unless (i) this 2016 Special Revenue Bond (as hereinafter defined) shall be authenticated after a Record Date (as hereinafter defined) and on or before the next succeeding Interest Payment Date, in which case this 2016 Special Revenue Bond shall bear interest from such next succeeding Interest Payment Date, or (ii) this 2016 Special Revenue Bond shall be authenticated before the first Interest Payment Date, in which case this 2016 Special Revenue Bond shall bear interest from the Series Issue Date, payable December 1, 2016, 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 2016 Special Revenue 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 2016 Special Revenue Bonds are registered as of a Special Record Date established by the Trustee, and notice of which shall be mailed, as set forth in Supplemental Indenture No. 23.

The interest payable on each 2016 Special Revenue Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 2016 Special Revenue 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 2016 Special Revenue Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2016 Special Revenue 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.

Terms not otherwise defined herein shall have the meanings set forth in the Subordinate Indenture and Supplemental Indenture No. 23.

THIS 2016 SPECIAL REVENUE BOND IS A LIMITED OBLIGATION OF THE COMMISSION AND IS PAYABLE SOLELY FROM THE SOURCES REFERRED TO HEREIN. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THIS 2016 SPECIAL REVENUE BOND. THIS 2016 SPECIAL REVENUE BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COMMONWEALTH OR ANY POLITICAL SUBDIVISION THEREOF. THE COMMONWEALTH IS NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL, INTEREST OR REDEMPTION PRICE OF THE 2016 SPECIAL REVENUE BONDS OR TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2016 SPECIAL REVENUE BONDS. THE COMMISSION HAS NO TAXING POWER.

This 2016 Special Revenue Bond is one of a duly authorized issue of bonds of the Commission designated "Pennsylvania Turnpike Commission Motor License Fund-Enhanced Turnpike Subordinate Special Revenue Refunding Bonds, First Series of 2016" in the aggregate principal amount of \$79,865,000 (the "2016 Special Revenue Bonds"), pursuant to an Act of the General Assembly of the Commonwealth of Pennsylvania approved July 18, 2007, P.L. 169, No. 4007-44 ("Act 44") and various other 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, No. 61 to the extent not repealed by Act 44, and the Act of General Assembly of Pennsylvania approved on November 25, 2013, P.L. 974, No. 89 ("Act 89") (collectively called, the "Enabling Acts"), under and pursuant to resolutions of the Commission and under and pursuant to the Subordinate Indenture, to finance the costs of (a) advance refunding certain of the Commission's outstanding special revenue bonds; and (b) paying the costs of issuing the 2016 Special Revenue Bonds.

The Subordinate Indenture authorizes the issuance of Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds ("Revenue Bonds," as more fully defined in the

Subordinate Indenture) and Pennsylvania Turnpike Commission Subordinate Special Revenue Bonds ("Special Revenue Bonds," as more fully defined in the Subordinate Indenture).

Simultaneously with the issuance of the 2016 Special Revenue Bonds, the Commission is issuing its bonds designated "Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Refunding Bonds, Third Series of 2016" (the "2016 Third Series Subordinate Revenue Bonds") issued in the aggregate principal amount of \$331,210,000. The 2016 Third Series Subordinate Revenue Bonds and other Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture) are senior in right of payment to any Special Revenue Bonds Parity Obligations (as such term is defined in the Subordinate Indenture). The 2016 Special Revenue Bonds are Special Revenue Bonds Parity Obligations and are, therefore, subordinate to the 2016 Third Series Subordinate Revenue Bonds. Any funds on deposit in the Special Revenue Bonds Receipt Account or the Special Revenue Bonds Funded Debt Service Sub-Account may only be used for the payment of debt service on Special Revenue Bonds and may not be used for the payment of debt service on Revenue Bonds or for any other purpose.

An executed counterpart of the Subordinate 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 Subordinate Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2016 Special Revenue Bonds, the collection and disposition of Commission Payments (as defined in the Subordinate Indenture), the funds charged with and pledged to the payment of the interest on, the principal of and the premium, if any, on the 2016 Special Revenue Bonds, the nature and extent of the security, the terms and conditions on which the 2016 Special Revenue Bonds are issued, the rights, duties and obligations of the Commission and the Trustee and the rights of the owners of the 2016 Special Revenue Bonds. By the acceptance of this 2016 Special Revenue Bond, the registered owner hereof and, if a book entry system is being used for the 2016 Special Revenue 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 Subordinate Indenture.

Whenever the due date for payment of interest or principal of the 2016 Special Revenue Bonds or the date fixed for redemption of any 2016 Special Revenue 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 2016 Special Revenue Refunding Bond are payable only from moneys deposited or to be deposited under the Subordinate 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 Subordinate Indenture provides for the issuance, under the conditions, limitations and restrictions therein set forth, of additional Revenue Bonds, Revenue Bonds Parity Obligations, Special Revenue Bonds, Special Revenue Bonds Parity Obligations, Subordinate Indenture Bonds

and Subordinate Indebtedness (each as described in the Subordinate Indenture) for the purposes set forth therein.

The 2016 Special Revenue Bonds are secured as set forth in the Subordinate Indenture and herein together with all other Special Revenue Bonds issued or to be issued in the future pursuant to the Subordinate Indenture, by a pledge by the Commission of the Trust Estate (as defined in the Subordinate Indenture).

The Commission covenants in the Subordinate Indenture that it will establish and maintain schedules of Tolls (as defined in the Subordinate Indenture) for traffic over the System (as defined in the Subordinate Indenture) as required by the Senior Indenture (as such term is defined in the Subordinate Indenture) and, in addition, so that the amount paid into the General Reserve Fund of the Senior Indenture in each Fiscal Year and for each Commission Payment, will be at least sufficient to provide funds in an amount not less than: (1) 115% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Revenue Bonds and Revenue Bonds Parity Obligations; plus (2) 100% of the Annual Debt Service for such Fiscal Year on account of all Outstanding Special Revenue Bonds, Special Revenue Bonds Parity Obligations and Subordinated Indebtedness (all such terms as defined in the Subordinate Indenture); plus (3) any payment by the Commission required by Section 4.07 of the Subordinate Indenture for restoring any deficiency in the Debt Service Reserve Fund.

The 2016 Special Revenue 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 Subordinate Indenture, this 2016 Third Special Revenue Bond, upon surrender hereof at the designated corporate trust office of the Bond Registrar in Minneapolis, Minnesota, 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 2016 Special Revenue Bonds of any other authorized denomination of the same maturity.

The 2016 Special Revenue Bonds maturing on or after December 1, 2027 are subject to redemption prior to maturity at the option of the Commission at any time on or after December 1, 2026, as a whole or in part by lot at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Any partial redemption of a 2016 Special Revenue Bonds may be in any order of maturity and interest rate and in any principal amount within a maturity and interest rate as designated in writing by the Commission. The particular 2016 Special Revenue Bonds within a maturity and interest rate of a Series to be redeemed shall be determined by the Trustee by lot.

Notices of Redemption shall be provided in accordance with Section 3.02 of the Subordinate Indenture. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the redemption price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied or if any such other event occurs. If notice

of redemption shall have been given as aforesaid, then the 2016 Special Revenue Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid up to but not including the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such 2016 Special Revenue Bonds or portions thereof, shall be paid at the redemption price plus interest accrued and unpaid up to but not including the redemption date, and, from and after the redemption date interest on such 2016 Special Revenue Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any redemption notice or other notices required by the Subordinate Indenture shall be sent only to the Securities Depository, initially Cede & Co., as nominee of DTC, so long as the 2016 Special Revenue Bonds are held in book entry only form.

The owner of this 2016 Special Revenue 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 2016 Special Revenue Bond or the Subordinate Indenture, other than to give notice of certain defaults as provided in the Subordinate Indenture, unless requested so to do in writing by the owners of not less than a majority in principal amount of the Special Revenue Bonds then Outstanding under the Subordinate Indenture and upon receipt of satisfactory indemnity as provided in the Subordinate Indenture.

The owner of this 2016 Special Revenue Bond shall have no right to enforce the provisions of the Subordinate Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Subordinate Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Subordinate 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 2016 Special Revenue Bond and the execution of the Subordinate Indenture, including Supplemental Indenture No. 23, have happened, exist and have been performed as so required.

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this 2016 Special Revenue Bond, or for any claim based hereon or on the Subordinate 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.

To the extent and in the manner permitted by the terms of the Subordinate Indenture, modification or amendment of the Subordinate Indenture and of the rights and obligations of the Commission and of the Owners of the 2016 Special Revenue Bonds may be made by a Supplemental Subordinate Indenture, in certain instances without the written consent of the Owners of the 2016 Special Revenue Bonds. Reference is made to the Subordinate Indenture for the terms and provisions thereof relating to amendments and supplements.

The registration of this 2016 Special Revenue Bond is transferable, as provided in the Subordinate Indenture, only upon the books of the Commission kept for that purpose at the above mentioned office of the Trustee by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this 2016 Special Revenue Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered 2016 Special Revenue Bond in the same aggregate principal amount, Sub-series, interest rate and maturity shall be issued to the transferee in exchange therefor as provided in the Subordinate Indenture, and upon payment of the charges therein prescribed. The Commission and each Fiduciary, including the Trustee and any Paying Agent, may deem and treat the person in whose name this 2016 Special Revenue Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

The 2016 Special Revenue Bonds are issued by means of a book-entry-only system, with no physical distribution of bond certificates to be made except as provided in the Subordinate Indenture. One or more bond certificates for each maturity, registered in the name of the Securities Depository nominee, is being issued for deposit with the Securities Depository and immobilized in its custody. The book-entry-only system will evidence positions held in the 2016 Special Revenue Bonds by the Securities Depository's participants; beneficial ownership of the 2016 Special Revenue Bonds, in the principal amount of \$5,000 or any integral multiple thereof, shall be evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Commission and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this 2016 Special Revenue Bond, as the owner of this 2016 Special Revenue Bond for all purposes, including payments of principal of and redemption price and interest on this Bond, notices and voting. Transfers of principal, interest and any redemption price payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfers of principal, interest and any redemption price payments to beneficial owners of the 2016 Special Revenue Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. Neither the Commission nor the Trustee will be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this 2016 Special Revenue Bond, notwithstanding any provisions herein contained to the contrary, payments of principal of and Redemption Price and interest on this bond shall be made in accordance with existing arrangements among the Trustee, the Commission and the Securities Depository. In the event the 2016 Special Revenue Bonds are no longer held in book-entry-only form, the 2016 Special Revenue Bonds would be issuable in the form of fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This 2016 Special Revenue Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Subordinate Indenture until the Certificate of Authentication hereon shall have been signed by the Authenticating Agent or its Agent.

If the 2016 Special Revenue Bonds are held by The Depository Trust Company in book-entry form pursuant to Supplemental Indenture No. 23, the following legend (or such other legend as may be satisfactory to the Trustee, the Commission and The Depository Trust Company) shall appear in this place: Unless this 2016 Special Revenue Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee or its agent 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.

IN WITNESS WHEREOF, the Commission has caused this 2016 Special Revenue Bond to be executed in its name by the manual or facsimile signature of the Governor of the Commonwealth of Pennsylvania and by the manual or facsimile signature of the Chairman of the Commission and the official seal of the Commission or a facsimile of the official seal to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Secretary/Treasurer or Assistant Secretary/Assistant Treasurer.

COMMONWEALTH OF PENNSYLVANIA

Thomas W. Wolf
Governor

ATTEST:

PENNSYLVANIA TURNPIKE
COMMISSION

(Assistant) Secretary/(Assistant) Treasurer

Chairman, Pennsylvania Turnpike Commission

[Commission Seal]

CERTIFICATE OF AUTHENTICATION

This 2016 Special Revenue Bond is one of the 2016 Special Revenue Bonds described in the within-mentioned Subordinate Indenture. Attached hereto is the complete text of the opinion of Cohen & Grigsby, P.C. of Pittsburgh, Pennsylvania and Dilworth Paxson LLP of Philadelphia, Pennsylvania, Co-Bond Counsel, dated the date of initial delivery of and payment for the 2016 Special Revenue Bonds, a signed original of which is on file with the Trustee and the Bond Register.

Wells Fargo Bank, N.A.,
Authenticating Agent

By: _____
Authorized Signature

Date of Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within 2016 Special Revenue Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	- as tenants in common	UNIF GIFT MIN ACT -	_____ Custodian	_____
TEN ENT	- as tenants by the		(Cust)	(Minor
	entireties			
JT TEN	- as joint tenants with	under Uniform Gifts to Minors		
	right of survivorship	Act _____		
	and not as tenants in	(State)		
	common			

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 2016 Special Revenue Bond and all rights thereunder, and hereby irrevocably constitutes and appoints, _____ attorney to transfer the said 2016 Special Revenue 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.

[ATTACH TEXT OF OPINION OF CO-BOND COUNSEL]