

SUPPLEMENTAL TRUST INDENTURE NO. 6

This SUPPLEMENTAL TRUST INDENTURE NO. 6 (this "Supplemental Indenture No. 6") is dated as of October 1, 2009, by and between PENNSYLVANIA TURNPIKE COMMISSION (the "Commission"), an instrumentality of the Commonwealth, and TD BANK, NATIONAL ASSOCIATION, successor to Commerce Bank, National Association, 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 Act 44, is authorized and empowered (1) to make Payments to PennDOT; (2) to issue turnpike revenue or other bonds, notes or other obligations of the Commission for the purpose of making Payments to PennDOT; and (3) 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 that purpose; and

WHEREAS, the Commission has determined it is required to make Payments to PennDOT for bridge, highway and transit purposes pursuant to the Lease (as hereinafter defined) in accordance with Act 44; and

WHEREAS, the obligations of the Commission to make Payments as required under Act 44 are payable only as permitted by any financing documents, financial covenants, liquidity policies or agreements in effect by the Commission; 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 and Act 44 (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. 6 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 Bonds; and

WHEREAS, the execution and delivery of this Supplemental Indenture No. 6 have been duly authorized by a resolution of the Commission; 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. 6 have happened, exist and have been performed as so required, in order to make this Supplemental Indenture No. 6 a valid and binding instrument for the security of the 2009 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 2009 Bonds to be issued pursuant to this Supplemental Indenture No. 6; and

WHEREAS, the Commission has designated the 2009D Bonds to be issued pursuant to this Supplemental Indenture No. 6, the "Pennsylvania Turnpike Commission, Turnpike Subordinate Revenue Bonds, Series D of 2009" (the "2009D Bonds") issued in the aggregate principal amount of \$324,745,000 and the "Pennsylvania Turnpike Commission, Turnpike Subordinate Revenue Bonds, Series E of 2009" (the "2009E Bonds" and, together with the 2009D Bonds, the "2009 Bonds") issued in the aggregate principal amount of \$200,004,558.45; and

WHEREAS, the Commission is issuing the 2009 Bonds to finance the costs of (i) making Payments to PennDOT in accordance with Act 44 to fund (a) certain grants to mass transit agencies and (b) various road, highway, bridge and capital projects, (ii) funding capitalized interest on a portion of the 2009 Bonds, (iii) funding necessary reserves to the extent required for such financing; and (iv) paying the costs of issuing the 2009 Bonds (collectively, the "Project"); and

WHEREAS, all things have been done that are necessary for making the 2009 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. 6.

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 2009 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 (or Compounded Amount, if applicable) of, premium, if any, and interest on, the 2009 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 2009 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, the Trust Estate;

TO HAVE AND TO HOLD all and singular the Trust Estate whether now owned or hereafter acquired unto the Trustee and its respective successors in trust and assigns forever, so that the principal (or Compounded Amount, if applicable) of, premium, if any, and interest on all 2009 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 hereto 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:

“Authorized Denominations” shall mean, with respect to the 2009D Bonds \$5,000 and any integral multiple thereof, and with respect to the 2009E, \$5,000 Maturity Amount and any integral multiple thereof.

“Bond Documents” means this Supplemental Indenture No. 6, the 2009 Bonds and the Tax Agreement, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“Bond Register” means the registration books of the Commission kept by the Trustee to evidence the registration and transfer of 2009 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. 6.

“Bondowner,” “Holder,” “Owner” or “Registered Owner” means the Person in whose name a 2009 Bond is registered on the Bond Register.

“Bond Year” shall have the meaning assigned to such term in the Tax Agreement.

“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.

“Certified Public Accountant” or “Accountant” shall mean any firm of certified accountants actively engaged in the business of public accounting and duly certified as certified public accountants under the laws of the Commonwealth.

“Compounded Amount” means on any date and with respect to any particular Convertible Capital Appreciation Bond, the Original Principal Amount of such Convertible Capital Appreciation Bond plus accretion of principal, based on compounding on each Compounding Date to the Current Interest Commencement Date at the same interest rate as shall produce a compound amount on such Current Interest Commencement Date, as applicable, equal to the principal amount thereof on such date; provided that Compounded Amount on any day which is not a Compounding Date shall be determined on the assumption that the Compounded Amount accrues in equal daily amounts between Compounding Dates.

“Compounding Date” means the date on which interest on a Convertible Capital Appreciation Bond (prior to the Current Interest Commencement Date) is compounded and added to principal.

“Convertible Capital Appreciation Bond” shall mean the 2009E Bonds and any Additional Subordinate Indenture Bonds of any Series so designated in a Supplemental Indenture as to which prior to the Current Interest Commencement Date interest will not be paid on a current basis, but will be added to the principal on each Compounding Date, and after the Current Interest Commencement Date, have the characteristics of Current Interest Bonds.

“Current Interest Commencement Date” means the date established prior to the issuance of each series of Convertible Capital Appreciation Bonds, at which time the semiannual compounding of interest ceases and after such date interest is payable currently on the Compounded Amount on the ensuing interest payment dates. The Current Interest Commencement Date for the 2009E Bonds is December 1, 2017.

“Defaulted Interest” means interest on any 2009D Bond, or 2009E Bond after the Current Interest Commencement Date, which is payable but not paid on the date due.

“Interest Payment Date” means, with respect to the 2009D Bonds, each June 1 and December 1 commencing June 1, 2010; and with respect to 2009E Bonds, each June 1 and December 1 commencing on the June 1 or December 1 immediately following the Current Interest Commencement Date for the 2009E Bonds.

“Maturity Amount” means, as to any Convertible Capital Appreciation Bond, the Compounded Amount as of the Current Interest Commencement 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.

“Original Principal Amount” means the Compounded Amount of any Convertible Capital Appreciation Bond as of the date of original issuance.

“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 TD Bank, National Association, 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. 6 or any other Supplemental Indenture as paying agent for the 2009 Bonds at which the principal (or Compounded Amount, if applicable) of and redemption premium, if any, and interest on such 2009 Bonds shall be payable.

“Principal Office” means, with respect to any entity performing functions under this Supplemental Indenture No. 6, the designated office of that entity or its affiliate at which those functions are performed.

“Rating Agency” shall mean each nationally recognized securities rating agency then maintaining a rating on the 2009 Bonds at the request of the Commission, and initially means S&P and Moody’s.

“Replacement Bonds” means 2009 Bonds issued to the Bondowners of the 2009 Bonds in accordance with Section 3.05.

“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 the 2009D Bonds, and the 2009E Bonds, or either of such Series, as applicable.

“Series Issue Date” means October 27, 2009, the date of original issuance and first authentication and delivery against payment of each Series of the 2009 Bonds.

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

“Subordinate Bonds” means bonds issued pursuant to the Subordinate Indenture.

“Subordinate Indenture” means the Subordinate Trust Indenture dated as of April 1, 2008 between the Commission and TD Bank, National Association (successor to Commerce Bank, National Association,) as trustee, as amended and supplemented through the date hereof, including being supplemented by this Supplemental Indenture No. 6 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 2009 Bonds, the investment of proceeds of the 2009 Bonds, and the calculation and payment of rebate amounts under Section 148(f) of the Code.

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

“2009D Capitalized Interest Sub-account” means the fund so designated which is authorized to be established pursuant to Section 5.02.

“2009D/2009E Clearing Fund” means the fund so designated which is authorized to be established pursuant to Section 5.01.

“2009D/2009E Account of the Debt Service Fund” means the fund so designated which is authorized to be established pursuant to Section 5.03.

“2009D/2009E Sub-account of the Debt Service Reserve Fund” means the fund so designated which is authorized to be established pursuant to Section 5.02.

“2009D/2009E Project Fund” means the fund so designated which is authorized to be established pursuant to Section 5.04.

“2009D/2009E Rebate Fund” means the fund so designated which is authorized to be established pursuant to Section 5.05.

“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. 6, unless otherwise indicated, (i) defined terms may be used in the singular or the plural, (ii) the use of any gender includes all genders, (iii) the words “hereof”, “herein”, “hereto”, “hereby” and “hereunder” (except in the form of 2009 Bonds) refer to this Supplemental Indenture No. 6, and (iv) all references to particular Articles or Sections are references to the Articles or Sections of this Supplemental Indenture No. 6 unless otherwise specified. References to any time of the day in this Supplemental Indenture No. 6 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- 2009 BONDS

SECTION 2.01 Amount of Bonds; Purpose.

An aggregate principal amount of \$324,745,000 of 2009D Bonds and \$200,004,558.45 aggregate Original Principal Amount of 2009E Bonds are authorized for issuance pursuant to this Supplemental Indenture No. 6, all of which will be issued on the Series Issue Date. The 2009 Bonds shall be issued and secured under this Supplemental Indenture No. 6 for the purposes set forth in the Recitals.

SECTION 2.02 Designation, Denominations, Maturity Dates and Interest.

(a) The 2009D Bonds shall be designated “Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series D of 2009” and the 2009E Bonds shall be designated “Pennsylvania Turnpike Commission Turnpike Subordinate Revenue Bonds, Series E of 2009.”

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

(c) (i) The 2009D 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 2009D Bonds attached to this Supplemental Indenture No. 6 as Exhibit A-1.

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2018	\$2,805,000	4.000%
2019	2,110,000	4.200%
2019	2,450,000	5.000%
2020	4,665,000	5.000%
2021	4,810,000	4.500%
2022	5,360,000	4.375%
2022	500,000	5.000%
2023	5,490,000	5.000%
2024	5,725,000	5.000%
2040 (Term)	140,830,000	5.125%
2041 (Term)	108,000,000	5.300%
2041	42,000,000	5.500%

(ii) The 2009E Bonds shall mature pursuant to the following schedule, subject to prior redemption as provided in Article VI or in the form of 2009E Bonds attached to this Supplemental Indenture No. 6 as Exhibit A-2. Interest on the 2009E Bonds shall compound from the Series Issue Date to the Current Interest Commencement Date. Prior to the Current Interest Commencement Date, interest on the 2009E Bonds shall compound on each Compounding Date as set forth in the schedule attached to the form of 2009E Bonds, and shall be treated as accruing in equal daily amounts between Compounding Dates, until payable at maturity or earlier redemption. After the Current Interest Commencement Date, interest on 2009E Bonds, at the rate set forth in the following schedule, will be payable on each Interest Payment Date, commencing June 1, 2018.

<u>Maturity Date</u> <u>(June 1)</u>	<u>Original</u> <u>Principal Amount</u>	<u>Interest Rate</u>	<u>Compounded</u> <u>Amount as of</u> <u>December 1, 2017</u> <u>and Maturity</u> <u>Amount</u>
2030	\$50,157,708.60	6.000%	\$80,940,000
2038	149,846,849.85	6.375%	249,035,000

(d) (i) The 2009D Bonds shall have a Series Issue Date which shall be October 27, 2009, the date of original issuance and first authentication and delivery against payment therefor, and which shall be set forth on the face side of all 2009D Bonds authenticated by the Authenticating Agent. 2009D Bonds issued prior to the first Interest Payment Date following the Series Issue Date shall have a dated date of October 27, 2009. 2009D 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 2009D 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 2009D Bonds shall be in default, 2009D Bonds issued in exchange for 2009D 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 2009D Bonds or, if no interest has been paid on the 2009D Bonds, the Series Issue Date of the 2009D Bonds.

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

(e) (i) The 2009E Bonds shall have a Series Issue Date which shall be October 27, 2009, the date of original issuance and first authentication and delivery against payment therefor, and which shall be set forth on the face side of all 2009E Bonds authenticated by the Authenticating Agent. 2009E Bonds issued prior to the first Interest Payment Date following the Current Interest Commencement Date shall have a dated date which is the Series Issue Date. 2009E Bonds issued on or subsequent to the first Interest Payment Date following the Current Interest Commencement 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 2009E 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 2009E Bonds shall be in default, 2009E Bonds issued in exchange for 2009E 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 2009E Bonds or, if no interest has been paid on the 2009E Bonds, the Series Issue Date of the 2009E Bonds.

(ii) The 2009E Bonds shall bear interest from and including the Dated Date until payment of the Compounded Amount 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 2009E Bonds shall be payable on each Interest Payment Date in amounts determined by reference to the Compounded Amount of such 2009E Bond on the Current Interest Commencement Date. Each 2009E Bond shall bear interest on overdue Compounded Amount at the rate borne by such 2009E Bond. Interest on the 2009 Convertible Capital Appreciation Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(f) The 2009 Bonds shall be subject to optional and mandatory redemption as provided in Article VI.

ARTICLE III- ADDITIONAL BOND PROVISIONS

SECTION 3.01 Method and Place of Payment of 2009 Bonds.

(a) All 2009 Bonds shall provide that principal (or Compounded Amount, if applicable), 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 2009 Bonds to be printed on or attached to such 2009 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 2009 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 2009 Bonds. The 2009 Bonds may bear endorsement or legend satisfactory to the Paying Agent as may be required to conform to usage or law with respect thereto.

(b) The Commission hereby directs the Trustee to pay and deposit from Revenues into the applicable account of the Debt Service Fund such amounts as are necessary to pay interest and principal (or Compounded Amount, if applicable) on the 2009 Bonds on the Business Day immediately preceding the each Interest Payment Date.

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

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

(f) The interest payable on each 2009 Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such 2009 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 2009 Bonds, are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of 2009 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 2009 Bond shall cease to be payable to the Owner of such 2009 Bond on the relevant Record Date and shall be payable to the Owner in whose name such 2009 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 2009 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 2009 Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Commission of such Special Record Date and, in the name and at the expense of the Commission, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner of a 2009 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 2009 Bonds.

(a) The 2009 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 [Assistant] Secretary/[Assistant] Treasurer of the Commission, and shall have the corporate seal of the Commission affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any 2009 Bonds 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 2009 Bonds may be signed by such persons as at the actual time of the execution of such 2009 Bond shall be the proper officers to sign such 2009 Bond although at the date of such 2009 Bond such persons may not have been such officers.

(b) The 2009 Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Exhibit A hereto, which shall be manually executed by the Trustee. No 2009 Bond shall be entitled to any security or benefit under this Supplemental Indenture No. 6 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 2009 Bond shall be

conclusive evidence that such 2009 Bond has been duly authenticated and delivered under this Supplemental Indenture No. 6. The Certificate of Authentication on any 2009 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 2009 Bonds that may be issued hereunder at any one time.

SECTION 3.03 Registration, Transfer and Exchange of 2009 Bonds.

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

(b) Any 2009 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 2009 Bond a new 2009 Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Supplemental Indenture No. 6 and of the same maturity and series, bearing interest or compounding interest at the same rate, and having the same Current Interest Commencement Date, if applicable.

(c) Any 2009 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 2009 Bonds of the same maturity and series, of any denomination or denominations authorized by this Supplemental Indenture No. 6, bearing interest or compounding interest at the same rate and, in the case of 2009E Bonds, having the same Current Interest Commencement Date.

(d) In all cases in which 2009 Bonds shall be exchanged or transferred hereunder, the Commission shall execute and the Trustee shall authenticate and deliver at the earliest practicable time 2009 Bonds in accordance with this Supplemental Indenture No. 6. All 2009 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 2009 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 2009 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 2009 Bonds.

(f) The Trustee shall not be required to (i) transfer or exchange any 2009 Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of such 2009 Bond and ending at the close of business on the day of such mailing, or (ii) transfer or exchange any 2009 Bond so selected for redemption in whole or in part, or during a period beginning at the opening of business on any Record Date for such 2009 Bond and ending at the close of business on the relevant Interest Payment Date therefor.

(g) The Person in whose name any 2009 Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner of such 2009 Bond for all purposes, and payment of or on account of the principal of and redemption premium, if any, and interest on any such 2009 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 2009 Bond, including the interest thereon, to the extent of the sum or sums so paid.

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

SECTION 3.04 Temporary 2009 Bonds.

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

(b) If temporary 2009 Bonds shall be issued, the Commission shall cause the definitive 2009 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 2009 Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive 2009 Bond of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary 2009 Bonds shall in all respects be entitled to the same benefit and security of this Supplemental Indenture No. 6 as the definitive 2009 Bonds to be issued and authenticated hereunder.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed 2009 Bonds.

In the event any 2009 Bond shall become mutilated, or be lost, stolen or destroyed, the Commission shall execute and the Trustee shall authenticate and deliver a new 2009 Bond of like series, date and tenor as the 2009 Bond mutilated, lost, stolen or destroyed; provided that, in the

case of any mutilated 2009 Bond, such mutilated 2009 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed 2009 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 2009 Bond shall have matured or been selected for redemption, instead of issuing a substitute 2009 Bond, the Trustee in its discretion may, instead of issuing a new 2009 Bond, pay, with funds available under this Supplemental Indenture No. 6 for such purpose, such 2009 Bond without surrender thereof. Upon the issuance of any substitute 2009 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 2009 Bonds Upon Payment.

All 2009 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. 6, 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 2009 Bonds and the surrender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the 2009 Bonds so canceled and destroyed, and shall file executed counterparts of such certificate with the Commission.

ARTICLE IV- BOOK-ENTRY; SECURITIES DEPOSITORY

(a) The 2009 Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the 2009 Bonds, except in the event the Trustee issues Replacement Bonds as provided in subsection (b). It is anticipated that during the term of the 2009 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal (or Compounded Amount, if applicable) of, premium, if any, and interest on, the 2009 Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement 2009 Bonds to the beneficial owners as described in Subsection (b).

(b) If the Commission determines (i) that the Securities Depository is unable to properly discharge its responsibilities, or (ii) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any 2009 Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the Commission, or if the Trustee receives written notice from Participants having interests in not less than 50% of the 2009 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect to the Trustee by the Securities Depository), that the continuation of a book-entry system to the exclusion of any 2009 Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the 2009 Bonds, then the Trustee, based on information provided to it by the Securities Depository, shall notify the

beneficial owners of the 2009 Bonds of such determination or such notice and of the availability of certificates to beneficial owners of the 2009 Bonds requesting the same, and the Trustee shall register in the name of and authenticate and deliver 2009 Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts (or Compounded Amounts, if applicable) representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (i) or (ii) of this subsection (b), the Commission, with the consent of the Trustee, may select a successor Securities Depository in accordance with subsection (c) to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the Registered Owner of at least one 2009 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Trustee or the Commission is unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to the Commission as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial owners of the 2009 Bonds. The cost of registering and printing Replacement Bonds shall be paid by the Commission.

(c) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Commission may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a 2009 Bond or 2009 Bonds for cancellation shall cause the delivery of 2009 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

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

SECTION 5.01 Establishment of 2009D/2009E Clearing Fund.

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

(a) to transfer to the 2009D/2009E Project Fund the amount set forth in a closing statement signed by a Commission Official (the "Closing Statement") and to initially invest such amount in such investment as instructed in writing by the Chief Financial Officer of the Commission;

(b) to transfer to the 2009D Capitalized Interest Sub-account of the 2009D/2009E Account of the Debt Service Fund the amount set forth in the Closing Statement and to initially invest such amount in such investment as instructed in writing by the Chief Financial Officer of the Commission;

(c) to transfer to the 2009D/2009E Sub-account of the Debt Service Reserve Fund the amount set forth in the Closing Statement and to initially invest such amount in such investment as instructed in writing by the Chief Financial Officer of the Commission; and

(d) to pay costs incurred by the Commission in connection with the issuance of the 2009 Bonds including, but not limited to, those set forth in the Closing Statement.

Any moneys remaining in the 2009D/2009E Clearing Fund as of April 27, 2010 shall be transferred to the 2009D/2009E Sub-Account of the Debt Service Fund.

SECTION 5.02 2009D/2009E Account of the Debt Service Fund.

There is hereby created a separate 2009D/2009E Account of the Debt Service Fund for deposit and disbursement of funds for debt service on the 2009 Bonds, and within such 2009D/2009E Account, two separate sub-accounts to be designated the "2009D/2009E Debt Service Sub-account" and the "2009D Capitalized Interest Sub-account" for deposit and disbursement of funds for debt service on the 2009 Bonds, and such other sub-accounts as the Commission may designate.

SECTION 5.03 The Debt Service Reserve Fund.

The 2009 Bonds shall be Debt Service Reserve Fund Bonds for the purpose of the Subordinate Indenture. On the Series Issue Date, the Commission shall cause to be deposited

with the Trustee into the 2009D/2009E Sub-account of the Debt Service Reserve Fund \$51,073,656.00 from proceeds of the 2009 Bonds. Such amount, together with the existing balance 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 2009 Bonds and all outstanding Debt Service Reserve Fund Bonds.

SECTION 5.04 2009D/2009E Project Fund.

On the Series Issue Date, the Commission shall cause to be deposited with the Trustee into the 2009D/2009E Project Fund \$450,000,000 from proceeds of the 2009 Bonds. Such funds will be held by the Trustee until such time as the Commission provides a Written Request for the disbursement of funds to PennDOT to pay a portion of the Payments due October 31, 2009 and January 31, 2010 with respect to the Lease.

SECTION 5.05 2009D/2009E Rebate Fund.

Upon written request of the Commission, the Trustee shall establish a Fund within the Rebate Fund established pursuant to the Subordinate Indenture to be designated the "2009D/2009E 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 2009D/2009E Rebate Fund in accordance with the Tax Agreement and shall invest the 2009D/2009E 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 5.05 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 2009 Bonds to become includable in gross income of the recipient thereof for purposes of federal income taxation under Section 103 of the Code.

SECTION 5.06 Investment of Funds.

Moneys on deposit with respect to the 2009 Bonds in funds or accounts established pursuant to this Article V shall be invested solely in Permitted Investments or, to the extent more restrictive, the investments set forth in Exhibit B, to the extent permitted by applicable law.

ARTICLE VI- REDEMPTION OF 2009 BONDS

SECTION 6.01 Optional Redemption.

(a) The 2009D Bonds maturing on or after December 1, 2020 are subject to optional redemption prior to maturity by the Commission at any time on and after December 1, 2019 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 2009E Bonds are subject to redemption at the option of the Commission from any source, including, without limitation, the proceeds of refunding bonds or other financing provided by the Commission, in whole or in part, at any time on or after

December 1, 2027 at a redemption price equal to 100% of the Compounded Amount of the 2009E Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

SECTION 6.02 Mandatory Sinking Fund Redemption.

(a) Certain 2009D Bonds maturing on December 1 of the years 2040 and 2041 (the "5.125% Term Bonds" and the "5.300 Term Bonds") shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amount set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

\$140,830,000 5.125% Term Bonds Due December 1, 2040

<u>Year</u>	<u>Principal Amount</u>
2038	\$6,945,000
2039	6,100,000
2040*	127,785,000

\$108,000,000 5.300% Term Bonds Due December 1, 2041

<u>Year</u>	<u>Principal Amount</u>
2040	\$7,630,000
2041*	100,370,000

*Final maturity

(b) The 2009E Bonds maturing on December 1 of the years 2030 and 2038 shall be subject to mandatory sinking fund redemption prior to maturity by the Commission in part on December 1 of the respective years and in the amount set forth below, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

6.000% Convertible Capital Appreciation Bonds Due
December 1, 2030

<u>Year</u>	<u>Initial Principal Amount</u>	<u>Compounded Amount as of December 1, 2017 and Value at Maturity</u>
2025	\$3,708,844.65	\$5,985,000
2026	3,910,243.90	6,310,000
2027	9,846,874.10	15,890,000
2028	10,330,232.30	16,670,000
2029	10,881,756.40	17,560,000
2030*	11,479,757.25	18,525,000

6.375% Convertible Capital Appreciation Bonds Due
December 1, 2038

<u>Year</u>	<u>Initial Principal Amount</u>	<u>Compounded Amount as of December 1, 2017 and Value at Maturity</u>
2031	\$11,760,421.95	\$19,545,000
2032	12,494,508.15	20,765,000
2033	13,276,731.15	22,065,000
2034	14,107,090.95	23,445,000
2035	16,769,657.70	27,870,000
2036	21,456,978.60	35,660,000
2037	30,756,406.65	51,115,000
2038*	29,225,054.70	48,570,000

*Final maturity

SECTION 6.03 Partial Redemption.

Except as to any Mandatory Sinking Fund Redemption of 2009 Bonds as described above, any partial redemption may be in any order of maturity and in any principal amount within a maturity as designated in writing by the Commission and in the case of any 2009 Bonds subject to mandatory redemption, the Commission shall be entitled to designate whether such payments shall be credited against principal amounts due at maturity or against particular scheduled mandatory redemption obligations with respect to such 2009 Bonds.

ARTICLE VII - BOND INSURER PROVISIONS [RESERVED]

ARTICLE VIII - MISCELLANEOUS

SECTION 8.01 Payment of Principal of and Interest on 2009 Bonds.

The Commission shall promptly pay or cause to be paid the principal (or Compounded Amount, if applicable) or redemption price of, and the interest on, every 2009 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 Project or the issuance of the 2009 Bonds.

SECTION 8.03 Further Assurances.

Except to the extent otherwise provided in this Supplemental Indenture No. 6, the Commission shall not enter into any contract or take any action by which the rights of the Trustee or the 2009 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. 6.

SECTION 8.04 2009 Bonds Not to Become Arbitrage Bonds.

The Commission covenants to the Holders of the 2009 Bonds that, notwithstanding any other provision of this Supplemental Indenture No. 6 or any other instrument, it will not make any investment or other use of the proceeds of the 2009 Bonds which, if such investment or use had been reasonably expected on the Series Issue Date, would have caused such 2009 Bonds to be arbitrage bonds under Section 148 of the Code and the rules and regulations thereunder, and the Commission further covenants that it will comply with the requirements of such Section, rules and regulations. The foregoing covenants shall extend throughout the term of the 2009 Bonds to all funds and accounts created under this Supplemental Indenture No. 6 and all moneys on deposit to the credit of any such fund or account, and to any other amounts which are 2009 Bond proceeds for purposes of Section 148 of the Code and the rules and regulations thereunder.

SECTION 8.05 Financing Statements.

The Commission may cause financing statements relating to this Supplemental Indenture No. 6 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 2009 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 2009 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 2009 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 2009 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 2009 Bonds.

SECTION 8.07 Legal and Other Provisions Disregarded.

In case any provision in this Supplemental Indenture No. 6 or the 2009 Bonds shall for any reason be held invalid, illegal or unenforceable in any respect, this Supplemental Indenture No. 6 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
P.O. Box 67676
Harrisburg, PA 17106-7676
Attention: Chief Financial Officer

If to the Trustee: TD Bank, National Association
Corporate Trust Services
114 North Second Street, 5th Fl.
Harrisburg, PA 17101
Attn: Mary Beth Phillips

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. 6 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. 6 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. 6 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 TD Bank, National Association, 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.

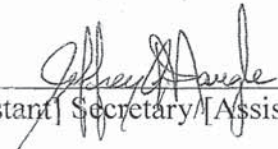
This Supplemental Indenture No. 6 shall be governed by and construed in accordance with the laws of the Commonwealth.

(Signature page follows.)

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission has caused this Supplemental Indenture No. 6 to be executed by its Chief Financial Officer and attested by its [Assistant] Secretary/[Assistant] Treasurer or other authorized officer, and TD Bank, National Association, as Trustee, has caused this Supplemental Indenture No. 6 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

TD BANK, NATIONAL ASSOCIATION
(Successor to Commerce Bank, National Association), as Trustee

ATTEST:



Authorized Officer

By: 

Authorized Officer