

MASTER TRUST AGREEMENT

Dated as of June 1, 2007

between

MARYLAND TRANSPORTATION AUTHORITY

and

THE BANK OF NEW YORK
as Trustee,

Relating to

\$325,000,000
Maryland Transportation Authority
Grant and Revenue Anticipation Bonds
Series 2007

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- Exhibit A – Form of Series 2007 Bond
- Exhibit B – Form of Trustee Certification
- Exhibit C – Form of Requisition

MASTER TRUST AGREEMENT

THIS MASTER TRUST AGREEMENT (this “**Master Trust Agreement**”), dated as of June 1, 2007, by and between Maryland Transportation Authority (the “**Authority**”), an agency of the State of Maryland (the “**State**”), acting on behalf of the Department of Transportation of Maryland (the “**Department**”) and The Bank of New York, a banking corporation organized and existing under the laws of the State of New York, which is authorized to exercise corporate trust powers (the “**Trustee**”);

WITNESSETH:

WHEREAS, Title 4 of the Transportation Article of the Annotated Code of Maryland, as amended (the “**Act**”), among other things, authorizes the Authority to issue grant and revenue anticipation bonds secured by a pledge of future federal aid (“**GARVEE Bonds**”); and

WHEREAS, the Department, the Maryland State Highway Administration (the “**Administration**”) and the Authority have executed and delivered the GARVEE Financing Agreement dated as of June 1, 2007 (the “**Financing Agreement**”) regarding the financing of the Project (as defined herein) and the issuance of GARVEE Bonds; and

WHEREAS, the Authority has determined to finance a portion of the costs of an east-west multimodal four to six lane, limited access highway beginning at I-370 in Montgomery County and terminating at U.S. 1 in Prince George’s County in the State through the issuance of GARVEE Bonds pursuant to this Master Trust Agreement and one or more series trust agreements (each, a “**Series Trust Agreement**”); and

WHEREAS, the Bonds (as hereinafter defined) shall be limited obligations of the Authority payable solely from the Trust Estate (as hereinafter defined); neither the State, nor the Department, nor the Administration nor any political subdivision of the State shall be obligated to pay the Bonds or the interest thereon and neither the faith and credit nor the taxing power of the State, the Department, the Administration, any political subdivision of the State or the Authority is pledged to the payment of the Bonds or the interest thereon; the issuance of the Bonds shall not directly or indirectly or contingently obligate the State or any political subdivision of the State to levy any form of taxation whatever therefor; and the Authority has no taxing powers; and

WHEREAS, the execution and delivery of this Master Trust Agreement has been duly authorized by resolution of the Authority; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State and by the requirements of the Authority to happen, exist and be performed precedent to and in the execution and delivery of this Master Trust Agreement have happened, have existed and have been performed as so required in order to make this Master Trust Agreement a valid and binding trust agreement for the security of the Bonds and for payment of all amounts due under any Auxiliary Agreement (as hereinafter defined) in accordance with their respective terms; and

WHEREAS, the Trustee has accepted the trusts created by this Master Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW THEREFORE, THIS MASTER TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal and purchase price of, and interest and premium, if any, on the Bonds according to their true intent and meaning, to secure the payment of all amounts due under any Auxiliary Agreements, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained in the Bonds, any Auxiliary Agreement and this Master Trust Agreement, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds, in consideration of the execution and delivery of each Auxiliary Agreement by each Auxiliary Agreement Provider (as hereinafter defined) and for other good and valuable consideration, the Authority does hereby grant, give, bargain, sell, convey and assign to the Trustee, and to its successors in trust, and its and their assigns, all right, title and interest of the Authority in and to the Trust Estate described in the Granting Clauses, as follows, to wit:

GRANTING CLAUSES

Clause I.

Except as otherwise provided herein or in any Related Series Trust Agreement entered into in connection with the issuance of any Bonds with respect to any funds and accounts established solely for such Bonds, all moneys, securities, letters of credit or investments held in or entitled to be held by the Trustee under this Master Trust Agreement, including all funds and accounts created in this Master Trust Agreement (except the Rebate Fund) and all interest, profits and proceeds thereof;

Clause II.

All of the Authority's right, title and interest in the Financing Agreement;

Clause III.

All of the Authority's right, title and interest in and to the Pledged Federal Aid (as hereinafter defined);

Clause IV.

Any and all property, rights and interests of every kind or description which from time to time hereafter may be sold, transferred, conveyed, assigned, pledged, mortgaged or delivered to the Trustee or the Authority as additional security hereunder;

Clause V.

All of the Authority's right, title and interest in and to any Counterparty Exchange Payments;

Clause VI.

All proceeds of the foregoing; and

Clause VII.

Notwithstanding Section 3-215(d) of the Transportation Article of the Annotated Code of Maryland (the “**Transportation Article**”), if Pledged Federal Aid is insufficient to pay the principal of and interest on the Bonds issued hereunder when due and payable, the tax levied under Section 3-215 of the Transportation Article which to the extent the proceeds of such tax are not necessary to provide the sinking fund required under Section 3-215(c) of the Transportation Article are irrevocably pledged to the payment of principal of and interest on the Bonds as they become due and payable; *provided*, however, the lien of the pledge under this Clause VII shall at all times be subordinate to the lien of the pledge of such tax under Section 3-215(d) of the Transportation Article to the payment of principal of and interest on consolidated transportation bonds.

TO HAVE AND TO HOLD unto the Trustee and its successors and assigns in that trust and its forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof,

(a) for the benefit and security of all present and future holders of the Bonds issued and to be issued under this Master Trust Agreement, upon the terms and subject to the conditions hereinafter set forth in this Master Trust Agreement and any Series Trust Agreement (as hereinafter defined); and

(b) for the benefit, security and protection of all present and future Auxiliary Agreement Providers, upon the terms and subject to the conditions hereinafter set forth in this Master Trust Agreement and any Series Trust Agreement;

THIS MASTER TRUST AGREEMENT FURTHER WITNESSETH, and it is declared, that Section 4-313 Transportation Article does not apply to any Bonds issued hereunder and all Bonds issued hereunder and secured hereby shall be issued, authenticated and delivered, and that all the Trust Estate assigned hereby is to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Master Trust Agreement and the Authority has agreed and covenanted, and agrees and covenants with the Trustee and with each and every Holder, as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, CONSTRUCTION

Section 1.1 **Definitions**. Unless the context clearly indicates some other meaning, the following words and terms shall, for all purposes of this Master Trust Agreement, have the following meanings:

“**Act**” shall mean Title 4 of the Transportation Article of the Annotated Code of Maryland, as amended.

“**Additional Bonds**” shall mean Bonds (other than the Series 2007 Bonds) issued under the provisions of Article II of this Master Trust Agreement, which shall include Refunding Bonds.

“**Additional Projects**” shall mean any portion of the Project that is financed or refinanced by the issuance of Additional Bonds

“**Administration**” shall mean the State Highway Administration of the State of Maryland and its successors and assigns.

“**Authority**” shall mean the Maryland Transportation Authority, an agency of the State acting on behalf of the Department, and its successors and assigns.

“**Authorized Denominations**” shall mean \$5,000 and integral multiples thereof, or such other amount as shall be specified in a Series Trust Agreement with respect to Bonds issued thereunder.

“**Authorized Officer**” shall mean, (i) as to the Authority, any one of the following: the Chairman, Executive Secretary, Deputy Executive Secretary, Chief Financial Officer and Senior Director of Finance of the Authority, or any other officer or employee of the Authority authorized to perform the particular acts or duties by resolution duly adopted by the Authority, (ii) as to the Department, the Secretary of the Department, or any other officer of the Department designated by the Secretary of the Department, (iii) as to the Administration, the Administrator, or any other officer of the Administration designated by the Administrator and (iv) as to the Trustee, any trust officer designated by corporate resolution of the Trustee.

“**Auxiliary Agreements**” shall mean Credit Facility Agreements, Exchange Agreements and Liquidity Facility Agreements.

“**Auxiliary Agreement Provider**” shall mean the provider of an Auxiliary Agreement with respect to any Series of Bonds.

“**Auxiliary Obligations**” shall mean obligations of the Authority for the payment of money under Auxiliary Agreements.

“**Book-Entry-Only Bonds**” shall mean Bonds which, at the election of the Authority, shall be issued in accordance with the DTC Operational Arrangements.

“**Bond**” or “**Bonds**” shall mean the Series 2007 Bonds and any other bonds of the Authority authorized and issued under this Master Trust Agreement and any Series Trust Agreement, including any Additional and Refunding Bonds.

“**Business Day**” shall mean any day other than (i) a day on which the Trustee or the Paying Agent is required, or is authorized or not prohibited, by law (including executive orders) to close and is closed and (ii) a day on which the New York Stock Exchange is closed.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

“**Costs of Issuance**” shall mean the costs of issuing Bonds as designated by the Authority; including, but not being limited to, the fees and charges of the financial advisors or Underwriter, bond counsel, disclosure counsel, issuer counsel, Underwriter’s counsel, Trustee, Trustee’s counsel, rating agencies, bond and official statement printers and such other fees and expenses as are normally attendant to an issue of Bonds.

“**Counsel**” or “**Counsel’s Opinion**” shall mean an opinion signed by such attorney or firm of attorneys of recognized national standing in the field of law relating to municipal bonds and municipal finance as may be selected by the Authority.

“**Counterparty Exchange Payment**” shall mean a payment due from an Exchange Counterparty to the Trustee or the Authority pursuant to a Related Exchange Agreement (including, but not limited to, payments in respect of any early termination, as provided in the Related Exchange Agreement).

“**Credit Facility**” means any letter of credit, bond insurance policy, bond purchase agreement, guaranty, line of credit, surety bond or similar credit or liquidity facility securing any Bond or held to the credit of any fund or account created by this Master Trust Agreement. When used with reference to any Bonds, “Credit Facility” means any Credit Facility securing such Bonds.

“**Credit Facility Agreement**” shall mean the reimbursement agreement, bond insurance agreement or similar agreement between the Authority and any Credit Facility Provider.

“**Credit Facility Provider**” shall mean the provider of a Credit Facility with respect to any Series of Bonds.

“**Debt Service Reserve Fund Credit Facility**” means the 2007 Debt Service Reserve Fund Insurance Policy and any other Credit Facility held to the credit of the Debt Service Reserve Fund.

“**Debt Service Reserve Fund Insurance Default**” means, when used with respect to the Series 2007 Bonds and the 2007 Debt Service Reserve Fund Insurance Policy, any of the following events: (a) FSA shall fail to honor a demand for payment under the 2007 Debt Service Reserve Fund Insurance Policy in accordance with its terms, or (b) FSA shall contest the valid and binding nature of the 2007 Debt Service Reserve Fund Insurance Policy or shall deny any further liability or obligation under the 2007 Debt Service Reserve Fund Insurance Policy, or (c) FSA shall become insolvent or the subject of any insolvency proceeding or shall file a petition or other pleading seeking an “order for relief” within the meaning of the United States Bankruptcy Code or shall file any petition or other pleading seeking any reorganization, composition readjustment, liquidation or similar relief for itself under any present or future law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of FSA, or of substantially all of the assets of FSA, or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or (d) a petition or other pleading shall be filed against FSA seeking an “order for

relief” within the meaning of the United States Bankruptcy Code or any reorganization, composition, readjustment, liquidation or similar relief under any present or future law or regulation and shall remain undismissed or unstayed for an aggregate period of 90 days (whether or not consecutive), or if, by an order or decree of a court of competent jurisdiction, FSA shall become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code or relief shall be granted under or pursuant to any such petition or other pleading, and such order or decree continues unvacated or unstayed, on appeal or otherwise, and in effect for a period of 90 days; or if, by order or decree of such court, there shall be appointed, without the consent or acquiescence of FSA, a trustee in bankruptcy or reorganization or a receiver or liquidator of FSA or of all or any substantial part of its property and such order or decree continues unvacated or unstayed, on appeal or otherwise, and in effect for a period of 90 days.

“Debt Service Reserve Fund Requirement” means (a) when used with respect to or in connection with the Series 2007 Bonds or any other Series of Bonds secured by the Debt Service Reserve Fund maintained for the Series 2007 Bonds, as of any particular date of computation, an amount equal to the maximum semi-annual interest payment on the Bonds secured thereby due during any 12-month period; and (b) when used with respect to any other Series of Bonds or the Debt Service Reserve Fund, if any, maintained for such Bonds, such amount as shall be established in the Related Series Trust Agreement authorizing the issuance of such Bonds.

“Department” shall mean the Department of Transportation, a principal department of the State, its successors and assigns.

“Depository” shall mean any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interest in any Bonds, and to effect transfers of book entry interests in such Bonds, and includes and means initially DTC.

“DTC” shall mean The Depository Trust Company, New York, New York (a limited purpose trust company).

“DTC Operational Arrangements” shall mean DTC’s operational arrangements, as amended from time to time.

“Eligible Investments” shall mean, to the extent permitted by law:

(a) (i) Government Obligations and (ii) bonds, debentures, notes or other obligations issued or guaranteed by any of the following: Federal National Mortgage Association, Federal Intermediate Credit Banks, Federal Home Loan Banks, Federal Land Banks, Federal Bank for Cooperatives, Export-Import Bank of the United States, Federal Financing Bank, Federal Farm Credit Bank, Federal Home Loan Mortgage Association, Federal Housing Administration, United States Department of Agriculture Rural Development, Government National Mortgage Association, or any other agency controlled by or supervised by and acting as an instrumentality of the United States government (together with Government Obligations, herein sometimes called **“Federal Securities”**);

(b) repurchase agreements with respect to Federal Securities with (i) financial institutions insured by the Federal Deposit Insurance Corporation or (ii) broker-dealers who are members of the Securities Investors Protection Corporation; *provided* that (A) the Trustee, the Authority or a Depositary (or a third party acting solely as agent for the Trustee, the Authority or such Depositary) must have possession of the collateral security and such collateral security must continuously have a market value equal to the amount so invested and must be free of all third party claims and (B) any investment in a repurchase agreement shall be deemed to mature on the date the financial institution or broker-dealer has agreed to repurchase the Federal Security;

(c) certificates of deposit issued by, and time deposits in, any bank or savings and loan association organized under the laws of the State, any other state of the United States or of the United States, including the Trustee; *provided* that such bank or savings and loan association has combined capital, surplus and undivided profits of at least \$100,000,000; and *provided* further, that such certificates of deposit or time deposits are (i) insured by the Federal Deposit Insurance Corporation for the full face amount thereof or (ii) to the extent not so insured, collateralized by Government Obligations held by the Trustee or a third party acting solely as agent for the Trustee and having a market value of not less than the face amount of such certificates and deposits;

(d) bankers acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Registrar, any Depositary and any Paying Agent) having a combined capital, surplus and undivided profits of at least \$100,000,000;

(e) commercial paper rated in the highest Rating Category by at least two Rating Services;

(f) obligations of state or local government municipal bond issuers, the principal of and interest on which, when due and payable, have been insured by a bond insurance company that is rated in the highest Rating Category by at least two Rating Services;

(g) full faith and credit obligations of state or local government municipal bond issuers that are rated in the highest Rating Category by at least two Rating Services; and

(h) any other obligations that constitute legal investments for State agencies such as the Authority.

“Exchange Agreement” shall mean any transaction entered into by the Authority or by the Authority and the Trustee at the request of the Authority in order to hedge the interest payable or manage interest cost on all or a portion of any the Bonds, any asset or any other derivative arrangement then in effect, including (without limitation) an interest rate swap, a

forward or futures contract or an option, such as (without limitation) a call, put, cap, floor or collar or a similar interest rate hedge agreement, as amended or supplemented.

“Exchange Counterparty” shall mean any party with whom the Authority or the Authority and the Trustee shall, from time to time, enter into an Exchange Agreement.

“Exchange Payment” shall mean a payment due from the Authority and payable by the Trustee from the Interest Account to an Exchange Counterparty pursuant to an Exchange Agreement (excluding any payments in respect of any early termination, as provided in the Exchange Agreement).

“Federal Aid Agreements” shall mean all agreements between or among the Authority, the Administration, the Department and/or FHWA with respect to the Project in accordance with the provisions of Title 23.

“Federal Fiscal Year” shall mean the period commencing October 1 of any year and ending September 30 of the ensuing year, or any other fiscal year of the FHWA.

“FHWA” shall mean the Federal Highway Administration.

“Fiduciary” or **“Fiduciaries”** shall mean the Trustee, any Paying Agent, the Registrar, or any combination of the foregoing, as may be appropriate.

“Financing Agreement” shall mean the GARVEE Financing Agreement by and among the Department, the Administration and the Authority dated as of June 1, 2007, and any amendments or supplements thereto.

“Fitch” shall mean Fitch Ratings and its successors and assigns.

“FSA” means Financial Security Assurance, Inc., a New York stock insurance company, or successor thereto.

“Government Obligations” means direct obligations of, or obligations that are unconditionally guaranteed by, the United States of America, including (without limitation) obligations of Resolution Funding Corporation.

“Holder”, or **“Owner”**, or any similar term (when used with reference to any Bonds), shall mean the person in whose name a Bond is registered.

“Initial Project” means the portions of the Project financed with the proceeds of the Series 2007 Bonds.

“Interest Payment Date” shall mean, (a) in the case of Series 2007 Bonds, March 1 and September 1, commencing September 1, 2007 and (b) in the case of any other Series of Bonds, the date upon which interest on the Bonds of such Series shall be payable as provided in the Related Series Trust Agreement.

“Investment Provider” shall mean any commercial bank or trust company, bank holding company, investment company or other entity (which may include the Trustee, the Registrar or

the Paying Agent), who is rated (or the guarantor or insurer of whom is rated) by each Rating Service that at the request of the Authority shall have assigned a rating to the Bonds secured by the investment to be provided by such entity that is then in effect which is sufficiently high to maintain the then-current rating on such Bonds by such Rating Service or is otherwise acceptable to each such Rating Service, which entity shall be approved by the Authority for the purpose of providing investment agreements.

“Liquidity Facility” shall mean, with respect to any Series of Bonds, a standby bond purchase agreement, letter of credit, line of credit, revolving credit agreement or similar liquidity enhancement or support facility or agreement or undertaking or combination thereof supporting such Bonds having such terms as are set forth in the Related Series Trust Agreement.

“Liquidity Facility Agreement” shall mean the agreement between the Authority and any Liquidity Facility Provider pursuant to which any Liquidity Facility is issued.

“Liquidity Facility Provider” shall mean the provider of a Liquidity Facility with respect to any Series of Bonds.

“Master Trust Agreement” shall mean this Master Trust Agreement dated as of June 1, 2007, as amended or supplemented from time to time.

“Maximum Annual Debt Service” shall mean the greatest of the amounts required to be paid or set aside during the current or any future Federal Fiscal Year commencing after the date of such calculation, for payment of debt service on all Outstanding Bonds. The method for determining Maximum Annual Debt Service for variable rate Bonds shall be set forth in the Related Series Trust Agreement.

“Memorandum of Agreement” shall mean the Memorandum of Agreement between FHWA, the Administration and the Authority Accounting for Debt Service Payment on GARVEE Bonds for Intercounty Connector dated as of June 19, 2006, as amended or supplemented from time to time.

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successor and assigns.

“Obligation Authority” means the amount of federal budget authority that the United States Congress allows the State to obligate in a given Federal Fiscal Year pursuant to Title 23 taking into account both new budget authority and any budget authority made available by the deobligation of previously obligated funds.

“Original Purchaser” means the Person or Persons defined as such in a Supplemental Trust Agreement for purposes of purchasing a Series of Bonds from the Authority.

“Outstanding” when used with reference to Bonds, shall mean, as of any date, all Bonds theretofore or then being authenticated and delivered except: (i) Bonds cancelled upon surrender, exchange or transfer or cancelled because of payment or redemption at or prior to such date; (ii) Bonds which are deemed to have been paid pursuant to the provisions of Section 11.1 of this Master Trust Agreement or any Bonds which are deemed to have been paid pursuant to the provisions of the Related Series Trust Agreement; and (iii) Bonds in lieu of which others

have been authenticated under Sections 3.6, 3.7 and 3.10 of this Master Trust Agreement, respectively.

“Paying Agent” shall mean any bank or trust company so designated, and its successor or successors hereafter appointed, as paying agent for any Series of Bonds in the manner provided in this Master Trust Agreement or the Related Series Trust Agreement. Unless otherwise designated by the Authority, the Trustee shall be the Paying Agent.

“Person” shall mean any individual, firm, partnership, association, corporation, or governmental agency.

“Pledged Federal Aid” shall include (i) any apportioned and allocated federal highway funds and Obligation Authority received by or on behalf of, or available to, the State from FHWA, excluding any categories of federal highway funds or Obligation Authority not legally available for the payment of debt service on the Bonds and (ii) any rights of the Administration to receive federal highway funds and Obligation Authority under the Federal Aid Agreements and the Financing Agreement.

“Pledged Receipts” shall mean and include:

- (a) all Pledged Federal Aid;
- (b) amounts received as Counterparty Exchange Payments;
- (c) all interest earned and gains realized on investments except for earnings and gains on any investments in the Rebate Fund; and
- (d) any Pledged State Funds paid to the Authority or the Trustee pursuant to Clause VI of the Granting Clauses.

“Pledged State Funds” means the funds described in Clause VII of the Granting Clauses.

“Project” shall mean the GARVEE Project as defined in the Financing Agreement.

“Purchase Date” shall mean, when used with respect to Bonds, the date set forth in a Related Series Trust Agreement on which such Bonds may be tendered or must be tendered for purchase.

“Purchase Price” shall mean an amount equal to the principal amount of any Bonds purchased under the terms of a Series Trust Agreement, plus accrued interest, if any, to the Purchase Date.

“Rating Category” means one of the general rating categories of a Rating Service, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

“Rating Service” shall mean Moody’s, S&P and Fitch.

“Rebate Amount” shall mean the amount determined by the Authority or by a consultant retained by the Authority to be payable to the United States of America government pursuant to Section 148(f) of the Code with respect to Bonds.

“Record Date” shall mean, for each Series of Bonds, the date designated in the Related Series Trust Agreement.

“Redemption Date” shall mean, when used with respect to Bonds, any date set forth in this Master Trust Agreement or a Related Series Trust Agreement on which such Bonds may be called for redemption or must be called for redemption.

“Refunding Bonds” shall mean bonds issued under this Master Trust Agreement, the proceeds of which are used solely and only to refund specified Bonds then Outstanding under this Master Trust Agreement and to pay the costs of issuing such Refunding Bonds.

“Registrar” shall mean the registrar maintaining the registration books for any Series of Bonds and unless otherwise provided in the Related Series Trust Agreement shall mean the Trustee.

“Related” (whether capitalized or not) shall mean, when used with respect to (a) any Series Resolution, the resolution adopted by the Authority authorizing the issuance of particular Bonds, (b) any Series Trust Agreement, the Supplemental Trust Agreement pursuant to which particular Bonds were issued, (c) any Registrar, Paying Agent, Fiduciary or Remarketing Agent, the Registrar, Paying Agent, Fiduciary or Remarketing Agent, respectively, for such Bonds as provided in such Supplemental Trust Agreement, (d) any Fund or Account, a Fund or Account, respectively, created in connection with the issuance of, funded from the proceeds of, allocated to or securing such Bonds, as provided in such Supplemental Trust Agreement, (e) an Auxiliary Agreement, an Auxiliary Agreement securing or otherwise supporting or entered into in connection with such Bonds, as the case may be, (f) an Auxiliary Agreement Provider, the provider of such Auxiliary Agreement and (g) any Supplement to Financing Agreement, the Supplement to Financing Agreement entered into to provide for the deposit of Pledged Federal Aid for the repayment of such Series of Bonds.

“Remarketing Agent” shall mean any remarketing agent, dealer or broker-dealer appointed under the terms of a Series Trust Agreement.

“Resolution” shall, collectively, mean the resolutions of the Authority adopted on January 20, 2004, February 24, 2004, December 20, 2005, February 15, 2007, April 25, 2007 and May 22, 2007 authorizing, among other things, the issuance of the Series 2007 Bonds and the execution and delivery of this Master Trust Agreement and any subsequent resolution of the Authority relating to a Series of Bonds.

“S&P” shall mean Standard & Poor’s Rating Services and its successors and assigns.

“Series” shall mean and refer to all of the Bonds designated as such in the Related Series Trust Agreement, regardless of variations in class, dated date, maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to this Master Trust Agreement and the Related Series Trust Agreement.

“Series Trust Agreement” shall mean a Supplemental Trust Agreement providing for the issuance of particular Bonds.

“Series of Bonds” or words of similar import, shall mean the series of Bonds issued pursuant to a particular Series Trust Agreement.

“Series Resolution” shall mean a resolution of the Authority authorizing the issuance of a Series of Bonds other than the Series 2007 Bonds in accordance with the terms and provisions hereof, adopted by the Authority in accordance with Section 2.4.

“Series 2007 Bonds” shall mean the Bonds issued pursuant to the provisions of Section 2.3(a) hereto.

“State” shall mean the State of Maryland.

“State Fiscal Year” shall mean the fiscal year of the State, currently July 1 through June 30 of the following year, or any other fiscal year of the State.

“Supplemental Trust Agreement” shall mean any trust agreement supplemental to or amendatory of this Master Trust Agreement or any Series Trust Agreement entered into by the Authority in accordance with Article VII or Article VIII.

“Supplement to Financing Agreement” shall mean any supplement to the Financing Agreement entered into in accordance with the terms thereof.

“Title 23” shall mean Chapter 1 of Title 23, United States Code, Highways, as amended and supplemented from time to time, and any extension thereof or successor or replacement provision of law.

“Transportation Trust Fund” shall mean the fund established pursuant to Section 3-216 of the Transportation Article.

“Trust Estate” shall mean the property described in clauses I through VII of the Granting Clauses of this Master Trust Agreement.

“Trustee” shall mean The Bank of New York and any other corporation which may at any time be substituted in its place pursuant to this Master Trust Agreement or any Supplemental Trust Agreement, and their successors and assigns.

“Trustee Fee” shall mean the amount determined by the Authority in accordance with its agreement with the Trustee to be payable to the Trustee.

“Underwriter” shall mean the underwriter or underwriters of any Bonds identified in the Resolution or any Related Series Trust Agreement with respect to any Series of Bonds.

“2007 Debt Service Reserve Fund Insurance Policy” means the municipal bond debt service reserve insurance policy issued by FSA held to the credit of the Debt Service Reserve Fund for the Series 2007 Bonds.

Section 1.2 Construction of Master Trust Agreement. In this Master Trust Agreement, unless the context otherwise requires:

Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Master Trust Agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, joint ventures, corporations, or other legal entities including public bodies, as well as natural persons.

Any reference to the Debt Service Fund, the General Account, the Interest Account, the Principal Account, the Construction Fund, the Costs of Issuance Account, the Debt Service Reserve Fund and the Rebate Fund shall be to the Fund or Account so designated that is created under Section 5.1. If any Related Series Trust Agreement provides for the establishment of separate Funds or Accounts for any Series of Bonds, then any provision of this Master Trust Agreement requiring or permitting the application of amounts on deposit in any Fund or Account to the payment of any Bond or the transfer of amounts on deposit in any Fund or Account maintained for any Bonds to any other fund or account shall refer to the Related Fund or Account.

Unless otherwise herein specifically provided, all references herein to a time of day shall mean New York City time.

This Master Trust Agreement constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect in the State.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Master Trust Agreement, refer to this Master Trust Agreement or sections or subsections of this Master Trust Agreement and the term “hereafter” means after the effective date of this Master Trust Agreement.

Section 1.3 Effective Date of Master Trust Agreement. This Master Trust Agreement shall become effective upon its execution and delivery by the Authority and the Trustee.

During any period in which no Credit Facility, Liquidity Facility or Exchange Agreement is in effect or any such Credit Facility, Liquidity Facility or Exchange Agreement shall have terminated and all amounts, if any, payable to any Credit Facility Provider, Liquidity Facility Provider and Exchange Counterparty thereunder have been paid, the provisions of this Master Trust Agreement that relate to such Credit Facility and Credit Facility Provider, Liquidity Facility and Liquidity Facility Provider and Exchange Agreement and Exchange Counterparty, respectively, shall be of no force and effect. Any provision of this Master Trust Agreement requiring the consent or direction of (1) any Credit Facility Provider or Liquidity Facility Provider shall be of no force and effect if such Credit Facility Provider or Liquidity Facility Provider, respectively, shall have failed to honor any demand made in accordance with the Credit Facility of Liquidity Facility, respectively, issued by such Credit Facility Provider or Liquidity

Facility Provider, respectively, and such failure shall be continuing and (2) any Exchange Counterparty shall be of no force and effect if such Exchange Counterparty shall have defaulted under its Exchange Agreement and such default shall be continuing beyond any applicable grace period.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.1 Authorization for Master Trust Agreement. This Master Trust Agreement is executed and delivered by the Authority pursuant to the Act and the Resolution.

Section 2.2 Limited Obligations; Security. The provisions, covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and ratable benefit, protection and security of any Auxiliary Agreement Provider and the Holders of any and all of the Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other Bonds, except as expressly provided in or permitted by this Master Trust Agreement or the Related Series Trust Agreement.

The Bonds issued hereunder shall be limited obligations of the Authority payable solely from the Trust Estate; neither the State, nor the Department, nor the Administration nor any political subdivision of the State shall be obligated to pay the Bonds or the interest thereon and neither the faith and credit nor the taxing power of the State, any political subdivision of the State or the Authority is pledged to the payment of the Bonds or the interest thereon; the issuance of the Bonds shall not directly or indirectly or contingently obligate the State to levy any form of taxation whatever therefor; and the Authority has no taxing powers.

Section 2.3 Authorization of Bonds. (a) There is hereby authorized the issuance under this Master Trust Agreement of the Series 2007 Bonds in the aggregate principal amount of Three Hundred Twenty-Five Million Dollars (\$325,000,000) for the purpose of financing a portion of the Project and certain costs of issuance therefor.

(b) In order to provide financing for any Additional Projects, Bonds of the Authority may be issued subject to the terms, conditions and limitations established in this Master Trust Agreement and in one or more Series Trust Agreements as hereinafter provided.

Section 2.4 Authorization for Bonds in Series. From time to time when authorized by this Master Trust Agreement and subject to the terms, limitations and conditions established in this Master Trust Agreement, the Authority may authorize the issuance of a Series of Bonds other than the Series 2007 Bonds authorized by this Master Trust Agreement upon adoption of a Series Resolution and execution of a Series Trust Agreement, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article II. The Bonds of each Series shall bear such designation as shall be determined by the Authority. Bonds of any Series shall be issued in the form provided by the Related Series Trust Agreement.

Each Series Trust Agreement shall specify and determine:

- (1) the authorized principal amount of the Bonds to be issued thereunder and the amount of each maturity of such Bonds;
- (2) the title and designation of the Bonds of that Series;
- (3) the date or dates of maturity and the amounts thereof, and the dated date of that Series;
- (4) the interest rate or rates, which may be fixed or variable, or the manner of determining such rate or rates, on the Bonds of that Series and the Interest Payment Dates of those Bonds;
- (5) the redemption price or redemption prices and the Redemption Date or Redemption Dates and other terms (if any) of redemption of any of the Bonds of such Series;
- (6) the Purchase Price and the Purchase Dates and other terms (if any) for the tender of any of the Bonds of such Series;
- (7) if the Paying Agent is to be different from the Paying Agent then serving under this Master Trust Agreement, the Paying Agent or Paying Agents for such Bonds;
- (8) the manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
- (9) provisions relating to any Exchange Agreement, Credit Facility and Liquidity Facility, including provisions relating to the renewal, substitution and extension of any such Exchange Agreement, Credit Facility and Liquidity Facility, and the identity of the providers of such Exchange Agreement, Credit Facility and Liquidity Facility;
- (10) whether (i) the Bonds of such Series shall be secured by the Debt Service Reserve Fund maintained for the Series 2007 Bonds, (ii) such Bonds shall not be secured by a Debt Service Reserve Fund, or (iii) such Bonds shall be secured by a separate Debt Service Reserve Fund;
- (11) if the Series Trust Agreement authorizing the issuance of any Bonds provides that such Series of Bonds shall be secured by a separate Debt Service Reserve Fund, such Series Trust Agreement shall (i) establish the amount of the Debt Service Reserve Fund Requirement for such Debt Service Reserve Fund, (ii) provide the period during which any deficiency shall be cured, (iii) specify whether any other Additional Bonds may be secured by such Debt Service Reserve Fund and (iv) provide such terms with respect to the valuation of such Debt Service Reserve Fund, the application of any earnings on or surpluses in such Debt Service Reserve Fund and any Credit Facilities held to the credit of such Debt Service Reserve Fund (which may be different from those described herein) as the Authority shall deem appropriate, any other provision of this Master Trust Agreement to the contrary notwithstanding; and

(12) any other provisions deemed advisable by the Authority, not in conflict with the provisions of this Master Trust Agreement or any existing Series Trust Agreement.

Section 2.5 Conditions Precedent to Authentication and Delivery of Bonds. Except as otherwise provided in this Master Trust Agreement, the Registrar shall authenticate and deliver, to or upon the order of an Authorized Officer of the Authority, any of the Bonds authorized to be issued pursuant to this Master Trust Agreement (including the Series 2007 Bonds) only upon receipt by the Trustee of:

(1) an executed copy of the Resolution and, in the case of Additional Bonds, the Series Resolution;

(2) an executed copy of this Master Trust Agreement and, in the case of Bonds other than the Series 2007 Bonds, the Related Series Trust Agreement;

(3) an executed copy of the Financing Agreement, any Related Supplement to the Financing Agreement (in the case of Additional Bonds), any necessary Federal Aid Agreements and the Memorandum of Agreement and all supplements or amendments thereto, including the supplements thereto relating to such Series of Bonds;

(4) the written order of the Authority as to the delivery of such Bonds signed by an Authorized Officer of the Authority describing such Bonds to be authenticated and delivered;

(5) an opinion of counsel to the Authority to the effect that (a) this Master Trust Agreement, the Financing Agreement and, in the case of Additional Bonds, any Related Supplement to the Financing Agreement have been duly authorized, executed and delivered by the Authority and constitute the valid and binding obligations of the Authority; (b) the Authority is duly authorized and entitled to issue the Bonds and such Bonds constitute valid and binding limited obligations of the Authority; and (c) in the case of Additional Bonds, that the issuance of such Additional Bonds will not adversely affect the excludability from gross income, for federal income tax purposes, of interest paid on any Bonds theretofore issued;

(6) an opinion of counsel for the Administration to the effect that (a) the Administration is a validly existing agency of the State and unit of the Department, and (b) the Financing Agreement, the Federal Aid Agreements, any Related Supplement to the Financing Agreement (in the case of Additional Bonds) and the Memorandum of Agreement have been duly authorized, executed and delivered by the Administration and assuming the authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements of the Administration;

(7) an opinion of counsel for the Department to the effect that (a) the Department is a validly existing agency of the State, and (b) the Financing Agreement has been duly authorized, executed and delivered by the Department and assuming the authorization, execution and delivery thereof by the other parties thereto, constitutes the valid and binding agreement of the Department;

(8) in the case of the issuance of any Additional Bonds, a certificate of an Authorized Officer of the Authority stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Master Trust Agreement or the Financing Agreement;

(9) in the case of the issuance of any Additional Bonds, a certificate of an Authorized Officer of the Authority which demonstrates that the eligible Obligation Authority during the most recently completed Federal Fiscal Year was equal to at least three times (300%) of the Maximum Annual Debt Service in the current and any future Federal Fiscal Year on all Outstanding Bonds and on the Additional Bonds proposed to be issued excluding, in the case of Refunding Bonds, the debt service on the Bonds to be refunded thereby;

(10) in the case of the issuance of any Refunding Bonds, the Authority will have delivered to the Trustee a certificate of an Authorized Officer of the Authority to the effect that all Federal Aid Agreements and any related Memorandum of Agreement with respect to Bonds that will be outstanding after the issuance of such Refunding Bonds have been amended to reflect the new debt service on such Refunding Bonds;

(11) a copy of the written certification of the Authority to the Administration specifying the amount of federal funds to be continuously appropriated and necessary for payment of principal and interest on such Bonds and written evidence of the delivery of such certification to such parties; and

(12) in the case of the Series 2007 Bonds, the 2007 Debt Service Reserve Fund Insurance Policy.

Notwithstanding any of the foregoing provisions, the Authority reserves the right to issue Refunding Bonds in order to refund any Bonds then Outstanding under this Master Trust Agreement, so long as the Maximum Annual Debt Service is not increased more than 10% as a result of issuing such Refunding Bonds.

The Authority shall not issue any Additional Bonds which do not meet the requirements set forth in the Transportation Article.

No Additional Bonds other than those issued pursuant to Section 2.4 may be issued at any time secured by the Trust Estate; *provided* that the Authority expressly reserves the right to issue bonds, notes or other obligations that are secured by a pledge of the Trust Estate that is subordinate to the pledge created by this Master Trust Agreement.

Any Series Trust Agreement authorizing the issuance of Additional Bonds may provide that any proceeds of such Additional Bonds and investment earnings thereon remaining after the completion of the Initial Project or any Additional Projects financed with the proceeds of such Additional Bonds shall be applied to the payment or redemption of such Series of Additional Bonds.

If any Related Series Trust Agreement provides for the establishment of separate Funds and Accounts for any Series of Bonds, then amounts on deposit in the Funds and Accounts

created for particular Series of Bonds available for the payment of any Bonds shall be applied solely to the payment of the principal or redemption price of and interest on, or the purchase price of, the Bonds of such Series or to the payment or reimbursement of the issuer of any Related Auxiliary Agreement and shall not be available to satisfy the claims of Holders of Bonds of any other Series or the issuer of any other Auxiliary Agreement.

ARTICLE III

TERMS AND PROVISIONS OF BONDS

Section 3.1 **Details of Bonds.** The Series 2007 Bonds shall be issued as fully registered bonds without coupons. The Series 2007 Bonds shall bear interest at the rate or rates of interest per annum (calculated on the basis of a year consisting of twelve 30-day months) set forth below and shall mature on March 1 in each of the years and in amounts as follows:

Serial Bonds:

<u>Maturity</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2008	\$24,345,000	4.50%	2014	\$24,465,000	5.00%
2009	6,375,000	3.75	2015	3,400,000	4.50
2009	14,915,000	5.00	2015	24,935,000	5.00
2010	1,275,000	4.00	2016	790,000	4.50
2010	21,000,000	5.00	2016	28,940,000	5.00
2011	675,000	3.625	2017	1,750,000	4.00
2011	22,700,000	5.00	2017	29,465,000	5.00
2012	3,375,000	4.25	2018	600,000	4.00
2012	21,160,000	5.00	2018	32,160,000	5.00
2013	1,100,000	4.25	2019	2,010,000	4.00
2013	24,635,000	5.00	2019	32,380,000	5.00
2014	2,550,000	3.75			

The Series 2007 Bonds shall be subject to redemption prior to maturity, and shall otherwise have the terms, tenor, denominations, details and specifications as set forth in the form of Series 2007 Bond attached hereto as Exhibit A.

The Series 2007 Bonds shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such insertions, omissions and variations as may be deemed necessary or appropriate by the Authorized Officers of the Authority executing the same and as shall be permitted by the Act. The Authority hereby adopts the form of Series 2007 Bond set forth in Exhibit A, and all of the covenants and conditions set forth therein, as and for the form of obligation to be incurred by the Authority as the Series 2007 Bonds. The covenants and conditions set forth in such form are incorporated into this Master Trust Agreement by reference and shall be binding upon the Authority as though set forth in full herein.

The Bonds of any Series of Additional Bonds shall bear interest, be subject to mandatory and optional redemption prior to maturity and mature and shall have the terms, tenor,

denominations, details, specifications and form as set forth in the Series Trust Agreement authorizing the issuance of such Additional Bonds.

The Bonds may contain, or have endorsed thereon, any notations, legends or endorsements not inconsistent with the provisions of this Master Trust Agreement or of any Related Series Trust Agreement as may be necessary or desirable and as may be determined by an Authorized Officer of the Authority prior to the authentication and delivery of such Bonds. The execution and delivery of the Bonds by the Authority in accordance with this Master Trust Agreement shall be conclusive evidence of the approval of the form of such Bonds by the Authority, including any insertions, omissions, variations, notations, legends or endorsements authorized by this Master Trust Agreement.

The Bonds shall be numbered in the manner determined by the Trustee. Before authenticating and delivering any Bond, the Registrar shall complete the form of such Bond. Additional Bonds may bear such identifying designation as may be provided in the Series Trust Agreement authorizing such Additional Bonds and the Trustee may reflect such identifying designation in the numbering of such Additional Bonds.

The Bonds of a Series may have attached thereto the opinion of Bond Counsel for such Series of Bonds. The printing of CUSIP numbers on the Bonds shall have no legal effect and shall not affect the enforceability of any Bond.

Section 3.2 Interest. The Bonds shall bear interest from and including the date of their initial delivery until payment of the principal thereof shall have been made or provided for in accordance with the provisions of this Master Trust Agreement and the Related Series Trust Agreement, whether at maturity, upon redemption or otherwise. Interest on the Bonds shall be paid on each Interest Payment Date. Interest payable on each Interest Payment Date shall be all accrued and unpaid interest on the Bonds to the applicable Interest Payment Date. Each Additional Bond shall bear interest as provided in the Related Series Trust Agreement.

Section 3.3 Denominations; Payment. Bonds shall be issued in Authorized Denominations.

Unless otherwise provided in a Series Trust Agreement, the principal on the Bonds shall be payable in lawful money of the United States of America at the designated office of the Paying Agent upon presentation and surrender thereof unless otherwise provided for in the Bond. Interest on the Bonds will be paid by check or draft mailed on each Interest Payment Date to the Holder as of the Record Date, at such address as shall be shown by the registration records of the Registrar; *provided* that interest payable at maturity shall be paid in the same manner as principal. Notwithstanding the foregoing, payment of interest on the Bonds, at the option of a Holder of at least \$1,000,000 in principal amount of Bonds, shall be made by wire transfer to such Holder upon the written request of such Holder delivered to the Paying Agent at least three Business Days prior to the Record Date, to the bank account number specified by such Holder.

Section 3.4 Execution. The Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signatures of the Chairman and the Executive Secretary or Deputy Executive Secretary of the Authority, or in such other manner as may be required by law or as set forth in the Related Series Resolution. In case any one or more of the officers who shall

have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such office. Any Bonds may be signed and sealed on behalf of the Authority by such person as at the actual time of the execution of such Bonds shall be duly authorized although at the date of such Bonds such persons may not have been so authorized.

Notwithstanding anything contained in this Master Trust Agreement to the contrary, no Bond issued under the provisions hereof shall be a legal or binding obligation of the Authority unless and until it has been duly authenticated by the manual signature of a duly authorized representative of the Registrar in accordance with Section 3.11 hereof.

Section 3.5 Exchange of Bonds. Unless otherwise provided in the Related Series Trust Agreement, Bonds may be exchanged, at the option of their Holder, for Bonds in any Authorized Denomination in an aggregate principal amount equal to the outstanding principal amount of such Bonds, of the same Series, bearing interest at the same rate and maturing on the same date or dates. The exchange shall be made upon presentation and surrender of the Bonds being exchanged at the designated office of the Registrar, together with an assignment duly executed by the Holder or its duly authorized attorney in any form which shall be satisfactory to the Registrar.

In case any Bond is redeemed or tendered in part only, on or after the redemption date or tender date and upon presentation and surrender of the Bond, the Authority shall cause execution of, and the Registrar shall authenticate and deliver, a new Bond or Bonds of the same Series in Authorized Denominations in an aggregate principal amount equal to the unredeemed or untendered portion of such Bond, bearing interest at the same rate and maturing on the same date or dates as, the Bond redeemed or tendered in part.

Section 3.6 Negotiability, Transfer and Registration. All the Bonds shall be negotiable as provided in the Act, subject to the provisions for registration and transfer contained in this Master Trust Agreement, the Related Series Trust Agreement and the Bonds. So long as any of the Bonds shall remain Outstanding, the Registrar shall maintain and keep books for the registration and transfer of Bonds; and, upon presentation of any Bonds for such purpose at the designated office of the Registrar, the Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bonds entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the exchange of Bonds at the designated office of the Registrar.

Section 3.7 Ownership of Bonds. The person in whose name a Bond is registered upon the registration books shall be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes; and payment of, or on account of, the interest and principal of such Bond shall be made only to, or upon the order of, the Holder thereof, but such registration may be changed as provided herein. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 3.8 Regulations with Respect to Exchange and Transfers. In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the Authority shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Master Trust Agreement or the Related Series Trust Agreement. For every such exchange or transfer of Bonds, the Authority, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer, and, except as otherwise provided in this Master Trust Agreement or the Related Series Trust Agreement, may charge a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Section 3.9 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Authority shall execute and the Registrar shall authenticate and deliver a new Bond of like Series, maturity and principal amount and bearing as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond, or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon filing with the Authority evidence satisfactory to the Authority and the Trustee that such Bond has been destroyed, stolen or lost, and upon furnishing the Authority and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Authority and the Trustee may prescribe and paying such expenses as the Authority and the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it and evidence of such cancellation shall be given to the Authority upon the request of the Authority.

Section 3.10 Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication, substantially in the form set forth in the Related Series Trust Agreement. Only such Bonds as shall bear thereon such certificate of authentication, duly executed by the Registrar, shall be entitled to any right or benefit under this Master Trust Agreement.

The execution of a certificate of authentication by the Registrar upon any Bond shall be conclusive and the only evidence that the Bond so authenticated has been duly authenticated and delivered under this Master Trust Agreement and that the Holder thereof is entitled to the benefit of this Master Trust Agreement.

Section 3.11 Nonpresentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due (either at maturity or prior redemption or otherwise) or if any Bond required to be tendered for purchase in accordance with the Related Series Trust Agreement shall not be presented as therein provided, or if any interest check shall not be cashed, and if immediately available funds sufficient to pay the principal or Purchase Price of and interest and premium, if any, on such Bond (the “**Deposited Funds**”) shall have been deposited with the Trustee for the benefit of the Holder thereof, all liability of the Authority or a Liquidity Provider or Credit Facility Provider under the Related Liquidity Facility or Credit Facility, respectively, for the payment thereof shall forthwith cease, terminate and be completely discharged. Thereupon it shall be the duty of the Trustee to hold such Deposited Funds, without liability for interest thereon, for the benefit of the holder of such Bond or for the benefit of the payee of such interest check, as the case may be, who shall thereafter be restricted exclusively to such Deposited Funds for any claim of whatever nature thereunder or under this Master Trust

Agreement, *provided* that any Deposited Funds remaining unclaimed for four years shall, upon the written request of the Authority, be delivered to the Authority, and all liability of the Trustee with respect to such money shall thereupon cease. Thereafter, such Holder shall constitute an unsecured creditor of the Authority and look solely to the Authority for payment. Any Deposited Funds held by the Trustee may be held uninvested, or if invested, shall be invested only in direct obligations of the United States of America maturing daily, including Federal Securities. No Deposited Funds shall be used to pay the fees of the Trustee or the Paying Agent.

Section 3.12 Book-Entry-Only Bonds. Notwithstanding the provisions set forth in this Article regarding payment, exchange, transfer, registration and presentment of Bonds, so long as any Bonds are issued as Book-Entry-Only Bonds, the DTC Operational Arrangements shall govern such matters and if any conflict exists between the provisions of this Article and the DTC Operational Arrangements, the DTC Operational Arrangements shall prevail.

ARTICLE IV

REDEMPTION AND TENDER OF BONDS

Section 4.1 Redemption and Purchase of Bonds. *Optional Redemption.* (1) The Series 2007 Bonds maturing on or after March 1, 2018, are subject to redemption and purchase prior to maturity beginning on March 1, 2017, at the written direction of the Authority (which direction shall be given to the Trustee at least 30 days prior to such Redemption Date), as a whole or in part at any time, at the principal amount of the Series 2007 Bonds to be redeemed or purchased, plus accrued interest thereon to the date set for redemption or purchase.

(2) *Extraordinary Redemption.* The Series 2007 Bonds are also subject to redemption prior to maturity as a whole or in part at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date set for redemption, in the event that (a) a final unappealable court decision shall have been rendered which prevents either (i) the payment of debt service on the Series 2007 Bonds or (ii) the expenditure of the proceeds of the Series 2007 Bonds on the costs of the Project or (b) the Authority shall, in its discretion, determine to cancel or abandon construction of the Project, such redemption to be made within 30 days of receipt by the Trustee of a certificate from the Authority specifying such event and the amount of Series 2007 Bonds to be redeemed.

Additional Bonds of each Series shall be subject to redemption or purchase as provided in the Related Series Trust Agreement.

Section 4.2 Procedure for and Notice of Redemption or Purchase. Unless otherwise provided in the Related Series Trust Agreement, when required to redeem Bonds under any provision of this Master Trust Agreement or the Related Series Trust Agreement, or when directed to do so in writing by the Authority, the Trustee shall cause notice of the redemption to be given at least twenty (20) days prior to the Redemption Date by mailing copies of such notice of redemption by first class mail to all Holders of Bonds to be redeemed at their registered addresses, but neither failure to mail any such notice nor any defect in the mailing thereof will affect the validity of the redemption of any Bond. Each such notice shall (i) identify the Bonds to be redeemed (and, in the case of partial redemption of any Bonds, the principal amounts thereof to be redeemed), (ii) specify the Redemption Date and the redemption price, (iii)

state that on the Redemption Date the Bonds (or portions of Bonds) called for redemption will be payable at the designated office of the Paying Agent and that from that date interest on such Bonds will cease to accrue and (iv) state any conditions to such redemption.

Notice of any purchase and tender of Bonds shall be provided in accordance with the requirements of the Related Series Trust Agreement.

If fewer than all of the Bonds shall be redeemed or purchased, the Authority shall select the Series and maturities of the Bonds to be redeemed or purchased. If fewer than all of the Bonds of a Series of any one maturity shall be called for redemption or purchase, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed or purchased including Sinking Fund Installments as shall be directed by the Authority or, in the absence of such direction, by lot or in such other manner as the Trustee in its discretion may deem proper; *provided* that the portion of any Bond remaining outstanding after any such redemption or purchase shall be in a principal amount equal to an Authorized Denomination for such Bond.

Section 4.3 Redemption or Tender of Book-Entry-Only Bonds. Notwithstanding the provisions set forth in this Article regarding the procedures for redemption or tender of Bonds, so long as any Bonds are Outstanding as Book-Entry-Only Bonds, the DTC Operational Arrangements shall govern such matters and if any conflict exists between the provisions of this Article and the DTC Operational Arrangements, the DTC Operational Arrangements shall prevail.

ARTICLE V

APPLICATION OF BOND PROCEEDS; PLEDGES; CREATION OF FUNDS; APPLICATION OF PLEDGED ASSETS

Section 5.1 Establishment of Funds and Accounts. The following funds and accounts are hereby created with the Trustee, for the purposes required for the Series 2007 Bonds separate and apart from all other funds and accounts of the Authority:

Debt Service Fund:
 General Account;
 Interest Account; and
 Principal Account;
Debt Service Reserve Fund;
Construction Fund:
 Cost of Issuance Account
Rebate Fund.

The Authority from time to time may create other Funds and Accounts as provided herein or in a Series Trust Agreement in order to accomplish the purposes of the Act and this Master Trust Agreement and which are not inconsistent with the requirements hereof.

Each Fund and Account shall be held and maintained by the Trustee pursuant to the provisions of this Master Trust Agreement and the Related Series Trust Agreement.

Section 5.2 Application of Bond Proceeds and Other Moneys. (a) Upon receipt of the proceeds of the Series 2007 Bonds in the amount of \$342,386,458.33, the Authority shall make payments from such proceeds as follows: (i) \$400,000.00 shall be deposited in the Cost of Issuance Account; and (ii) the balance of such proceeds shall be deposited in the Construction Fund.

(b) All proceeds of any Additional Bonds of a Series, upon their issuance, sale and delivery, shall be deposited in accordance with the provisions of the Related Series Trust Agreement. Such proceeds shall be applied solely for purposes for which amounts in the Funds and Accounts, respectively, may be applied in accordance with the provisions of the Related Series Resolution, this Master Trust Agreement and the Related Series Trust Agreement.

Section 5.3 Application of Pledged Federal Aid. The assignment and pledge of Pledged Federal Aid to the Trustee for the benefit of the Holders of the Bonds and any Auxiliary Agreement Providers under this Master Trust Agreement is intended to and shall constitute a first lien on such Pledged Federal Aid received by the State. All such Pledged Federal Aid shall be subject to the assignment and lien hereof upon receipt thereof by the Trustee on behalf of the State for the benefit of Bondholders.

Section 5.4 Cost of Issuance Account and the Capitalized Interest Account. (1) The Trustee shall establish and create a separate account of the Cost of Issuance Account for each Series of Bonds.

There shall be deposited in each Cost of Issuance Account the amount required by this Master Trust Agreement and any Related Series Trust Agreement.

The Trustee from time to time shall pay out, or permit the withdrawal of, moneys from the Cost of Issuance Account, free and clear of the lien, or pledge and assignment created by this Master Trust Agreement, for the purpose of paying in the manner herein authorized, any Costs of Issuance, upon receipt by the Trustee of a written requisition of the Authority signed by an Authorized Officer of the Authority stating with respect to each payment to be made the Costs of Issuance to be so paid.

If any moneys on deposit in an account of the Cost of Issuance Account are not required for the payment of Costs of Issuance, the Trustee shall transfer such amounts to the Construction Fund upon the written direction of an Authorized Officer of the Authority.

(2) The Trustee also shall establish and create a separate account of the Capitalized Interest Account for each Series of Bonds for which capitalized interest is funded.

Section 5.5 Debt Service Fund and Flow of Funds. (1) The Trustee shall, upon receipt, deposit all Pledged Receipts (other than interest earned and gains realized on funds and accounts held hereunder) into the General Account of the Debt Service Fund. The Trustee shall also deposit into the General Account of the Debt Service Fund all other moneys delivered to the Trustee by FHWA, the Department, the Authority or the Administration for deposit into such Account. On the 3rd Business Day prior to each Interest Payment Date, the Trustee shall deliver a written certification in the form set forth in Exhibit B attached hereto to the Authority and the Administration specifying the total amount of funds on deposit in the General Account of

the Debt Service Fund and indicating that such amount will be applied as a credit against amounts required to be paid to the Trustee on or prior to such Interest Payment Date for the payment of principal and interest on the Bonds. On the 3rd Business Day prior to each Interest Payment Date, the Trustee shall immediately notify the Authority, the Administration and the Department if Pledged Federal Aid has not been deposited with the Trustee as required by the Memorandum of Agreement and the Financing Agreement.

Subject to Section 9.5 hereof, the Trustee shall on the Business Day prior to each Interest Payment Date transfer all moneys in the General Account of the Debt Service Fund and on the Business Day prior to any Redemption Date in the following order of priority and as follows:

(a) into the Interest Account, an amount equal to the interest and any Exchange Payment becoming due on Bonds on such Interest Payment Date or Redemption Date;

(b) into the Principal Account, an amount equal to the principal amount of Bonds, if any, becoming due on such Interest Payment Date or Redemption Date;

(c) into the Debt Service Reserve Fund, beginning on any date on which the Authority receives notice of any deficiency in the Debt Service Reserve Fund, in such amount as shall be required to make the amount on deposit in or credited to the Debt Service Reserve Fund equal the Debt Service Reserve Fund Requirement;

(d) upon written direction of the Authority, into the Rebate Fund, an amount equal to the Rebate Amount; and

(e) into the Cost of Issuance Account, an amount certified by the Authority in writing to be equal to (i) Trustee Fees then due or to become due on such Interest Payment Date, (ii) any expenses of the Authority then due or to become due on such Interest Payment Date, (iii) any amounts due or to become due on such Interest Payment Date to other Fiduciaries under this Master Trust Agreement, and (iv) any fees and expenses of any Credit Facility Provider or Liquidity Facility Provider then due or to become due on such Interest Payment Date.

Amounts remaining after the transfers described above that constitute proceeds of Bonds shall be retained in the General Account and any other amounts remaining shall be retained in the General Account or transferred as otherwise directed in writing by the Authority or as set forth in a Series Trust Agreement.

(2) There shall be established within the Debt Service Fund in accordance with the Series Trust Agreement authorizing the issuance of Bonds:

(a) if such Bonds are subject to purchase prior to maturity, a Purchase Account, consisting of (i) a Remarketing Proceeds Subaccount, into which shall be deposited proceeds of the remarketing of such Bonds received from the Related Remarketing Agent and (ii) a Draw Subaccount, into which shall be deposited amounts received under a draw on the any Related Liquidity Facility or Credit Facility for the

payment of the Purchase Price any such Bonds that are tendered and not remarketed by the Remarketing Agent; and

(b) if such Bonds are secured by a Credit Facility, a Credit Facility Account, into which shall be deposited all amounts received from draws under the Related Credit Facility to pay the principal of and interest (and any Exchange Payments under any Related Exchange Agreement) and premium, if any, on such Bonds.

(3) Moneys in the Accounts of the Debt Service Fund shall be used as follows:

(a) Amounts in the Interest Account shall be used to pay (i) interest on the Bonds, unless draws have been made on a Credit Facility for such purpose, in which case, amounts equal to such draws shall be paid to the Credit Facility Provider and (ii) any Exchange Payment under any Related Exchange Payment.

(b) Amounts in the Principal Account shall be used to pay principal on the Bonds, unless draws have been made on a Credit Facility for such purpose, in which case amounts equal to such draws shall be paid to the Credit Facility Provider;

(c) Amounts in a Purchase Account shall be used to purchase Bonds for which the Purchase Account was created which are tendered for purchase, subject to the provisions of the Related Series Trust Agreement; and

(d) Amounts in a Credit Facility Account shall be used to pay the principal of and interest (and any Exchange Payments under any Related Exchange Agreement) and premium, if any, on Bonds for which such Credit Facility Account was created.

(4) The Trustee shall transmit to the Related Paying Agent moneys on deposit in the Debt Service Fund for the payment of the principal and Purchase Price of and interest on and premium, if any, on the Bonds to be applied to the payment thereof as such amounts become due and payable. Exchange Payments and reimbursement payments under Credit Facility Agreements and Liquidity Facilities shall be paid by wire transfer of immediately available funds to the extent the Trustee holds immediately available funds.

(5) Provisions regarding draws on any Credit Facility or Liquidity Facility pursuant to their terms, in the amounts and at the times necessary to pay the principal or Purchase Price of and interest (and any Exchange Payment under Related Exchange Agreements) and premium, if any, on any Bond shall be set forth in the Related Series Trust Agreement to such Bond.

Section 5.6 Construction Fund. A separate account of the Construction Fund shall be established for each Series of Bonds.

There shall be deposited in the account of Construction Fund established for the Series 2007 Bond proceeds the amount required by Section 5.2 and there shall be deposited in a separate account of the Construction Fund the amount required by the applicable Series Trust Agreement.

The Trustee is hereby authorized and directed to make disbursements from each Account of the Construction Fund in accordance with written requisitions filed from time to time by an Authorized Officer of the Authority. A form of requisition is attached hereto as Exhibit C.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom.

At the option of the Authority, the income derived from investment of each Account of the Construction Fund shall, based on written instructions from the Authority to the Trustee, be transferred as received to the Rebate Fund, be retained in the Construction Fund, be transferred to the General Account of the Debt Service Fund and disbursed therefrom on the next succeeding Interest Payment Date or be held in such Account and used for the purposes thereof.

If any proceeds of a Series of Bonds remain in an Account of the Construction Fund after an Authorized Officer of the Administration certifies (i) that the portion of the Project funded by such Series of Bonds has been completed, (ii) that such funds are not necessary for Construction Fund purposes, or (iii) there is a shortfall in the Debt Service Reserve Fund or in the Debt Service Fund in any amount necessary for the payment of principal or interest on the Bonds; such amounts shall be transferred to the General Account of the Debt Service Fund and applied as set forth in Section 5.5 hereof.

In the event of any redemption pursuant to the provisions of Section 4.1(2) hereof, the Trustee shall transfer all amounts on deposit in the Construction Fund to the General Account of the Debt Service Fund and apply such funds to the redemption of the Bonds pursuant to Section 4.1(2) hereof.

Section 5.7. Debt Service Reserve Fund. (a) If on any Interest Payment Date the amount in the Interest Account of the Debt Service Fund shall be less than the amount of interest then due on the Series 2007 Bonds, the Trustee forthwith shall transfer moneys from the Debt Service Reserve Fund or draw upon any Debt Service Reserve Fund Credit Facility (as the case may be) and deposit such funds in the Interest Account, to the extent necessary to cure any deficiency. Upon any such transfer or draw, the Trustee shall promptly notify the Authority, the Secretary of the Department and the Administration.

For the purposes of this Master Trust Agreement, in the case of the Debt Service Reserve Fund:

(i) a “deficiency” shall mean that the value of the assets of the Debt Service Reserve Fund, determined in accordance with Section 5.9, is less than the Debt Service Reserve Fund Requirement; and

(ii) a “surplus” shall mean that the value of the assets of the Debt Service Reserve Fund, determined in accordance with Section 5.9, is in excess of the Debt Service Reserve Fund Requirement.

The Trustee shall determine the value of the assets of the Debt Service Reserve Fund in the manner provided by Section 5.9 as of the close of business (i) on June 30 in each year, (ii) on the date of any withdrawal from the Debt Service Reserve Fund and on the last Business Day of

each month thereafter until such determination discloses that a deficiency no longer exists in such fund, (iii) on any date on which an Authorized Officer of the Trustee obtains actual knowledge that any Debt Service Reserve Fund Credit Facility held to the credit of the Debt Service Reserve Fund is no longer entitled to be credited against the Debt Service Reserve Fund Requirement, (iv) on the date that is six months prior to the stated expiration date of any Debt Service Reserve Fund Credit Facility, and (v) on any other date directed in writing by the Authority.

As promptly as practicable after making such determination, the Trustee shall notify the Authority of the result of such determination and of the amount of any deficiency or surplus determined to exist in the Debt Service Reserve Fund.

The Trustee shall transfer the amount of any surplus that exists in the Debt Service Reserve Fund from time to time to the Authority, upon the written direction of the Authority.

If the Authority shall determine to provide for the payment of any Bonds secured by the Debt Service Reserve Fund as provided in Section 11.1, then on the date on which such Bonds are deemed to be paid in accordance with such Section, the amount by which the amount then on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement for Outstanding Bonds secured thereby, taking into account the Bonds then deemed to be paid in accordance with Section 11.1, shall be paid to the escrow deposit agent for such Bonds or otherwise transferred at the written direction of the Authority.

(b) The following provisions shall apply so long as the 2007 Debt Service Reserve Fund Insurance Policy is held to the credit of the Debt Service Reserve Fund:

(i) The Trustee shall transfer any cash or investments on deposit in the Debt Service Reserve Fund securing the Series 2007 Bonds prior to any draw on the 2007 Debt Service Reserve Fund Insurance Policy;

(ii) Draws on all Debt Service Reserve Fund Credit Facilities held to the credit of the Debt Service Reserve Fund securing the Series 2007 Bonds on which there is available coverage shall be made on a *pro rata* basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments, if any, in the Debt Service Reserve Fund securing the Series 2007 Bonds;

(iii) If, on the third Business Day prior to any scheduled Interest Payment Date or principal payment date for the Series 2007 Bonds (each a “**Debt Service Payment Date**”), there is not on deposit with the Trustee, after making all transfers and deposits required by this Master Trust Agreement, moneys sufficient to pay the principal of and interest on the Series 2007 Bonds due on such Debt Service Payment Date, the Trustee shall make a claim under the 2007 Debt Service Reserve Fund Insurance Policy by giving notice to FSA and to its designated agent (if any) by telephone or telecopy on such Business Day of the policy number of the 2007 Debt Service Reserve Fund Insurance Policy, the related Debt Service Payment Date, the amount of such deficiency and the allocation of such deficiency between the amount required to pay interest on the Series 2007 Bonds and the amount required to pay principal of the Series 2007 Bonds;

(iv) The Authority shall repay from amounts pledged hereunder any amount drawn under the 2007 Debt Service Reserve Fund Insurance Policy and pay all reasonable expenses incurred by FSA in connection therewith. Interest shall accrue and be payable on any amount so drawn and not repaid from the date of payment by FSA of such drawing and on any such expenses at the Late Payment Rate. “**Late Payment Rate**” means the lesser of (1) the greater of (A) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“**Prime Rate**”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus three percent (3%), and (B) the then applicable highest rate of interest on the Series 2007 Bonds and (2) the maximum rate permissible under the applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as FSA shall specify;

(v) So long as no Debt Service Reserve Fund Insurance Default shall have occurred and be continuing, beginning in the month immediately succeeding any month in which a draw under the 2007 Debt Service Reserve Fund Insurance Policy occurs, the Authority shall pay to FSA, one-twelfth (1/12th) of the amount so drawn, plus interest payable thereon until the amount so drawn and interest thereon is paid in full;

(vi) Amounts drawn under the 2007 Debt Service Reserve Fund Insurance Policy and accrued interest thereon shall be repaid to FSA prior to the replenishment of any cash and investments transferred from the Debt Service Reserve Fund securing the Series 2007 Bonds pursuant to clause (i) above and if more than one Debt Service Reserve Fund Credit Facility is held to the credit of the Debt Service Reserve Fund securing the Series 2007 Bonds such repayments shall be made on a pro rata basis; and

(vii) If the Authority shall fail to pay any amounts as provided herein, FSA shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided herein, other than (i) acceleration of the maturity of the Series 2007 Bonds or (ii) remedies which would adversely affect the owners of any outstanding Bonds.

Section 5.8 Rebate Fund. The Rebate Fund shall be created by the Trustee and held separate from any other Fund established and maintained hereunder or under any laws governing the creation and use of funds by the Authority and shall be held by the Trustee as a trust fund.

Upon the written direction of the Authority, the Trustee shall transfer amounts on deposit in any Fund or Account created by this Master Trust Agreement to the Rebate Fund, any other provision of this Master Trust Agreement to the contrary notwithstanding. Amounts on deposit in the Rebate Fund from time to time required to be paid to the United States of America pursuant to Section 148 of the Code as a rebate or payment in lieu thereof shall be made available by the Trustee to the Authority for such payments upon the written direction of the Authority and shall not be pledged to the payment of the principal or Purchase Price of or interest or premium, in any, on any Bonds.

Upon the written direction of the Authority, the Trustee shall transfer amounts on deposit in the Rebate Fund not required to be applied to the payment of rebates or payments in lieu thereof to any other Fund or Account created by this Master Trust Agreement.

Section 5.9 Investment of Funds. Except as otherwise provided herein or any Series Trust Agreement, amounts on deposit in any Fund or Account shall be invested in Eligible Investments at the written direction of the Authority.

The Trustee shall sell at the best price reasonably obtainable, or present for redemption or exchange, any Eligible Investments purchased by it as an investment pursuant to this Master Trust Agreement whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account from which such investment was made. The Trustee shall advise the Authority in writing, on or before the last day of each calendar month, of the details of all investments held for the credit of each Fund or Account in its custody under the provisions of this Master Trust Agreement as of the end of the preceding month.

The Trustee shall keep the Authority fully advised as to the details of all such investments and shall comply with any directions of the Authority with respect to investments in Eligible Investments. Except as otherwise provided in this Master Trust Agreement, earnings and losses on investments shall be credited to the Fund or Account with respect to which such investments were made (or pro-rated thereto) and shall become a part thereof for all purposes, except as herein provided.

In determining the value of the assets of the funds and accounts created by this Master Trust Agreement investments shall be valued at the current market value thereof.

In addition, in determining the value of the assets of the Debt Service Reserve Fund on any date, there shall be credited to the Debt Service Reserve Fund the amount that can be realized by the Trustee under the 2007 Debt Service Reserve Fund Insurance Policy and any other Debt Service Reserve Fund Credit Facility if each of the following conditions is met: (i) on the date of delivery of such Debt Service Reserve Fund Credit Facility to the Trustee and throughout the period during which such Debt Service Reserve Fund Credit Facility is credited to the Debt Service Reserve Fund, the unsecured indebtedness or claims-paying ability of the issuer thereof is rated in the highest Rating Categories of a Rating Service; (ii) such Debt Service Reserve Fund Credit Facility permits the Trustee to realize amounts thereunder at such times as the Trustee is required to transfer any amount (other than any surplus) from the Debt Service Reserve Fund in accordance with this Master Trust Agreement; (iii) if amounts realized under such Debt Service Reserve Fund Credit Facility are, under any circumstances, payable from the Pledged Receipts, such amounts shall be payable in no fewer than 12 equal monthly installments; and (iv) the expiration date of such Debt Service Reserve Fund Credit Facility is at least six months after the date of valuation or is after the maturity date of the Bonds secured thereby or such Debt Service Reserve Fund permits the Trustee to draw thereunder for deposit to the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement prior to its expiration. Notwithstanding the foregoing, the Trustee shall have no responsibility to monitor the ratings of the issuer of any Debt Service Reserve Fund Credit Facility provided hereunder.

It shall not be necessary for any Paying Agent to give security for the deposit of any moneys held in trust for the payment of principal or of premium, if any, or interest on any Bonds.

Neither the Authority nor the Trustee shall be liable for any depreciation in the value of any obligations in which moneys of the Funds or Accounts created by this Master Trust Agreement shall be invested in accordance with this Section, or for any loss arising from any investment permitted herein. The investments authorized by this Section shall at all times be subject to the provisions of applicable law.

The provisions of this Section shall be subject in all respects to the provisions of Section 6.9.

Section 5.10 Exchange Agreements; Counterparty Exchange Payments; Exchange Payments. Upon the request of the Authority, the Trustee shall join with the Authority in entering into or the Trustee shall acknowledge and agree to any Exchange Agreement under which (a) there may be required to be made, from time to time, Exchange Payments and (b) the Trustee may receive, from time to time, Counterparty Exchange Payments for deposit as provided herein.

The Trustee shall deposit all Counterparty Exchange Payments in the General Account of the Debt Service Fund to be applied in accordance with the provisions of Section 5.5 hereof.

ARTICLE VI

REPRESENTATIONS AND COVENANTS OF THE AUTHORITY

Section 6.1 Effect of Covenants. The Authority hereby covenants and agrees with the Trustee, any Auxiliary Agreement Providers and the Holders of the Bonds, to the effect and with the purposes set forth in the following Sections of this Article.

Section 6.2 Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon, at the date and places in the manner provided herein and in the Bonds, *provided* that the Bonds are limited obligations payable solely from the Trust Estate.

Section 6.3 Offices for Servicing Bonds. The Authority shall at all times cause to be maintained an office or agency where Bonds may be presented for registration, transfer or exchange, and where notices, presentations and demands upon the Authority in respect of the Bonds or of this Master Trust Agreement may be served. The Authority hereby appoints the Trustee as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds. The Trustee may, subject to approval of an Authorized Officer of the Authority, appoint Paying Agents as its agent to maintain such offices or agencies for the payment of Bonds.

Section 6.4 Further Assurance. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged and assigned, or intended so to be, or which the Authority may hereafter become bound to pledge or assign.

Section 6.5 Powers as to Bonds and Pledge. The Authority has the power and is authorized to issue the Bonds and execute and deliver this Master Trust Agreement and to pledge the Trust Estate pledged by this Master Trust Agreement in the manner and to the extent provided in this Master Trust Agreement. The Authority has not heretofore created any lien, encumbrance or charge upon its interest in the Trust Estate. Pledged Receipts are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Master Trust Agreement, and all official action on the part of the Authority to that end has been or will be duly and validly taken. The Bonds and the provisions of this Master Trust Agreement and each Series Trust Agreement are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of this Master Trust Agreement and each Series Trust Agreement. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the lien on the Pledged Receipts under this Master Trust Agreement and all the rights of the Holders under this Master Trust Agreement and each Series Trust Agreement against all claims and demands therefor of all persons whomsoever.

Section 6.6 General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act and this Master Trust Agreement and each Series Trust Agreement in accordance with such provisions.

Section 6.7 Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of interest by the purchase or funding of such Bonds or interest, or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of interest shall be extended, the entitlement of the Holders of such Bonds or claim for interest in case of any default under this Master Trust Agreement to the benefit of this Master Trust Agreement and the Related Series Trust Agreement and to the payment out of the funds shall be subject to the prior payment of the principal of all Bonds issued and Outstanding, the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended interest. Nothing herein shall be deemed to limit the right of the Authority to issue Bonds as provided in this Master Trust Agreement, including (without limitation) Refunding Bonds, and such issuance shall not be deemed to constitute an extension of the maturity of any Bond or of the time of payment of any interest.

Section 6.8 Covenant to Enforce the Financing Agreement, Federal Aid Agreements and Memorandum of Agreement. The Authority covenants that so long as any of the Bonds are Outstanding or any obligation of the Authority under a Credit Facility, Liquidity Facility or Exchange Agreement or otherwise under this Master Trust Agreement remains unpaid, it will take all reasonable action to enforce the Financing Agreement, the Federal Aid Agreements and the Memorandum of Agreement to the extent permitted by law, and will not consent to any modification of the Financing Agreement, the Federal Aid Agreements or the Memorandum of Agreement which would materially impair the security created for the holders of the Bonds and Credit Facility Providers, Liquidity Provider and Exchange Counterparties.

Section 6.9 Tax Covenant. Unless otherwise provided in a Series Trust Agreement:

The Chairman, the Executive Secretary or the Senior Director of Finance of the Authority shall be officials of the Authority responsible for issuing the Bonds (the “**Section 148 Certifying Officials**”) for the purpose of Section 148 of the Code (“**Section 148**”). The Section 148 Certifying Officials shall execute and deliver, on the date of each issuance of Bonds, the interest on which is excludable from gross income for federal income tax purposes (“**Tax-Exempt Bonds**”) a certificate of the Authority (each such certificate, as it may be amended and supplemented from time to time in accordance with this Section, being referred to herein as a “**Section 148 Certificate**”) that complies with the requirements of Section 148 in effect on the date of issuance of such Tax-Exempt Bonds.

The Authority shall set forth in each Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds, or of any moneys, securities or other obligations that may be deemed to be proceeds of such Tax-Exempt Bonds within the meaning of Section 148 (collectively, “**Bond Proceeds**”). The Authority covenants that (1) the facts, estimates and circumstances set forth in each Section 148 Certificate will be based on the Authority’s reasonable expectations on the date of delivery of such Certificate and will be, to the best of the Section 148 Certifying Officials’ knowledge, true, correct and complete as of that date, and (2) the Section 148 Certifying Officials will make reasonable inquiries to ensure such truth, correctness and completeness.

The Authority further covenants that it will not make, or (to the extent it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148.

The Authority will comply with those provisions of Section 148 that are applicable to any Tax-Exempt Bonds on the date of issuance of such Bonds and with those provisions of Section 148 that may subsequently lawfully be made applicable to such Bonds. To the extent that provisions of Section 148 apply only to a portion of the Tax-Exempt Bonds, it is intended that the covenants of the Authority contained in this Section be construed so as to require the Authority to comply with Section 148 only to the extent of such applicability.

The Authority shall make or cause to be made, but only from the Pledged Receipts or from other moneys, if any, on deposit in the Funds and Accounts created by this Master Trust Agreement, timely payment of any Rebate Amount (or installment or payment in lieu thereof) required to be paid to the United States of America in order to preserve the excludability from gross income, for federal income tax purposes, of interest paid on the Tax-Exempt Bonds and shall include with any such payment such other documents, certificates or statements as shall be required to be included therewith under then-applicable law and regulations.

The Authority shall hold and invest, and direct the Trustee to hold and invest, Bond Proceeds within their control (if such Bond Proceeds are invested), in accordance with the expectations of the Authority set forth in the Section 148 Certificate. The Authority shall (a) direct the Trustee in writing to transfer amounts on deposit in any Fund or Account created by this Master Trust Agreement to the Rebate Fund and (b) deposit Pledged Receipts with the Trustee for deposit to the Rebate Fund or otherwise make Pledged Receipts available for the payment of Rebates Amounts or payments in lieu thereof to the United States of America, all in accordance with the expectations of the Authority set forth in the Section 148 Certificate.

The Section 148 Certifying Officials may execute an amendment or supplement to any Section 148 Certificate upon delivery to the Authority of a written opinion of Counsel to the effect that such action will not adversely affect the excludability from gross income of interest paid on any Tax-Exempt Bond for federal income tax purposes.

Neither the Authority nor the Trustee shall incur any liability in connection with any action as contemplated in this Section so long as the Authority and the Trustee act in good faith.

The Authority shall comply with the provisions of Section 103 of the Code and the regulations thereunder applicable to the Tax-Exempt Bonds to the extent required to maintain the excludability from gross income of the interest on the Tax-Exempt Bonds for federal income tax purposes.

ARTICLE VII

SUPPLEMENTAL TRUST AGREEMENTS

Section 7.1 Supplemental Trust Agreements Effective Without Consent of Holders. The Authority and the Trustee may execute and deliver at any time from time to time Supplemental Trust Agreements for any one or more of the following purposes, and any such Supplemental Trust Agreements shall become effective in accordance with its terms upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority:

- (1) to add additional covenants and agreements of the Authority for the purpose of further securing the payment of the Bonds, *provided* such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Authority contained in this Master Trust Agreement;
- (2) to authorize the issuance and delivery of Additional Bonds in accordance with Article II of this Master Trust Agreement;
- (3) to prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Authority;
- (4) to surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of this Master Trust Agreement;
- (5) to confirm as further assurance any pledge under and the subjection to any lien, claim or pledge created or to be created by the provisions of this Master Trust Agreement;
- (6) to modify any of the provisions of this Master Trust Agreement in any other respect, *provided* that such modifications shall not be effective until after all Bonds Outstanding as of the date of execution and delivery of such Supplemental Trust Agreement shall cease to be Outstanding;
- (7) to cure any ambiguity or defect or inconsistent provision in this Master Trust Agreement or any Supplemental Trust Agreement or to insert such provisions

clarifying matters or questions arising under this Master Trust Agreement or any Series Trust Agreement as are necessary or desirable in the event any such modifications are not contrary to or inconsistent with this Master Trust Agreement or Series Trust Agreement as theretofore in effect;

(8) to the extent not inconsistent with the terms of this Master Trust Agreement, such provisions as may be necessary for the issuance of Additional Bonds under the terms hereof;

(9) to permit the qualification of this Master Trust Agreement under any federal statute now or hereafter in effect or under any state blue sky law and, in connection therewith, to add to this Master Trust Agreement such other terms and provisions as may be permitted or required by such federal statute or state blue sky law;

(10) to modify any provisions of this Master Trust Agreement in order to obtain a Liquidity Facility, Credit Facility or Exchange Agreement, so long as such modifications affect only the Bonds to which such Liquidity Facility, Credit Facility or Exchange Agreement relate;

(11) to obtain or to maintain any ratings on Bonds from any nationally recognized securities rating agency;

(12) to preserve the excludability from gross income for federal income tax purposes of the interest paid on any Bonds theretofore issued; or

(13) for any other purpose *provided* that, in the opinion of the Authority and the Trustee, any such amendment or modification does not materially adversely affect the rights of Holders affected thereby.

The Trustee shall enter into any Supplemental Trust Agreement for the purposes described in this Section upon the request of the Authority and such Supplemental Trust Agreement shall be effective upon the execution and delivery thereof by the Authority and the Trustee.

Section 7.2 Supplemental Trust Agreements Effective with Consent of Holders.

The provisions of this Master Trust Agreement or any Supplemental Trust Agreement may also be modified or amended at any time or from time to time by a Supplemental Trust Agreement, subject to the written consent of the Holders in accordance with and subject to the provisions of Article VIII hereof.

Section 7.3 General Provisions Relating to Supplemental Trust Agreements.

This Master Trust Agreement or any Supplemental Trust Agreement shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article and Article VIII. Nothing contained in this Article or Article VIII shall affect or limit the rights or obligations of the Authority to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of Section 6.4 or the right or obligation of the Authority to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere in this Master Trust Agreement or any Supplemental Trust Agreement provided or permitted to be delivered to

the Trustee or any Paying Agent, including the execution and delivery of Series Trust Agreements to provide for the issuance of a Series of Bonds as described in Article II.

No Supplemental Trust Agreement changing, amending or modifying any of the rights or obligations of any Fiduciary may be entered into by the Authority without the written consent of the Fiduciary affected thereby.

ARTICLE VIII

AMENDMENTS OF TRUST AGREEMENT

Section 8.1 Powers of Amendment. Any modification or amendment of this Master Trust Agreement or any Supplemental Trust Agreement and of the rights and obligations of the Authority and of the Holders of the Bonds pursuant to Section 7.2 may be made by a Supplemental Trust Agreement, with the written consent given by the Holders of at least a majority in principal amount of the Bonds Outstanding of each Series affected by such amendment at the time such consent is given and any Related Credit Facility Provider; *provided*, however, no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentage or otherwise affect the Series of Bonds the consent of the Holders of which is required to effect any such modification or amendment without the unanimous consent of such holders. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Master Trust Agreement or any Supplemental Trust Agreement if the same adversely affects or diminishes the rights of the Holders of the Bonds of such Series.

In cases where a Series of Bonds is secured by bond insurance or another Credit Facility, the Trustee may accept the consent of the bond insurer or other Credit Facility Providers as the consent of the Holders of such Bonds where the consent of the Holders to any modification or amendment is required.

Notwithstanding anything in this Section or in this Master Trust Agreement to the contrary, the consent of the Holders of any Series of Additional Bonds to be issued hereunder shall be deemed irrevocably given if the Original Purchaser thereof, whether or not for resale, consents in writing to any modification or amendment and, if such Series of Additional Bonds is expected to be contemporaneously resold pursuant to an official statement or other offering document of the Authority, such modification or amendment, as well as such consent, is disclosed in such official statement or other offering document pursuant to which such Series of Additional Bonds is resold.

Section 8.2 Effect of Consent of Holders. Any consent shall be binding upon the Holder of the Bonds giving such consent and upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof).

Section 8.3 Mailing of Notice. Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed postage prepaid

to each Holder of Bonds then Outstanding at his address appearing upon the registry books of the Registrar.

Section 8.4 Modifications by Unanimous Action. The rights and obligations of the Authority and of the Holders of the Bonds and the terms and provisions of the Bonds or of this Master Trust Agreement may be modified or amended in any respect with the written consent of the Holders of all of the Bonds then Outstanding; *provided*, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 8.5 Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Master Trust Agreement, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Master Trust Agreement. At the time of any consent or other action taken under this Master Trust Agreement, the Authority shall furnish the Trustee a certificate of an Authorized Officer of the Authority, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 8.6 Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as provided in Article VII or this Article may, and if the Authority or the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and upon presentation of such Bond for such purpose at the designated office of the Trustee suitable notation shall be made on such Bond by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Holder, for such new Bonds upon surrender of such Bonds.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 Trustee to Exercise Powers of Statutory Trustee. The Trustee shall be and hereby is vested with all of the rights, powers and duties of a trustee permitted to be secured pursuant to the Act, and any right of Holders to secure appointment of a trustee is hereby abrogated.

Section 9.2 Events of Default. In addition to any events declared in a Related Series Trust Agreement to be an "Event of Default" on the Bonds, each of the following events shall constitute an "Event of Default":

- (1) payment of any principal of any Bond shall not be made when and as the same shall become due or upon call for redemption or otherwise; or
- (2) payment of any interest on any Bond or any Exchange Payment shall not be made when and as the same shall become due; or

(3) payment of the Purchase Price of any Bond required to be purchased by or on behalf of the Authority pursuant to the terms of the Related Series Trust Agreement shall not be made when due; or

(4) the Authority shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Master Trust Agreement or the Bonds and such default shall continue for a period of 30 days after written notice thereof by the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Bonds; or

(5) receipt by the Trustee (i) from a Credit Facility Provider, within the time period specified in a Credit Facility, of notice that it will not reinstate amounts drawn on such Credit Facility to pay interest on the Bonds or (ii) from an Auxiliary Agreement Provider of notice that an Event of Default has occurred under and as defined in an Auxiliary Agreement; or

(6) the Authority shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State.

Section 9.3 No Acceleration. The obligations of the Authority for payment of principal of and interest on the Bonds are not subject to acceleration prior to maturity.

Section 9.4 Other Remedies. If an Event of Default shall have occurred under Section 9.2(1), 9.2(2), 9.2(3), 9.2(5), or 9.2(6), the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in Section 9.2(4), the Trustee may proceed, and upon the written request of the Holders of not less than 25% of the Outstanding Bonds, any Credit Facility Provider, any Exchange Counterparty or any Liquidity Facility Provider shall proceed, in its own name, to protect and enforce its rights and the rights of the Holders and any Auxiliary Agreement Providers by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, whether for the specific performance of any covenant or agreement contained in this Master Trust Agreement or in aid of the execution of any power granted therein or in the Act or for the enforcement of any legal or equitable rights or remedies as the Trustee, being advised by its counsel, shall deem most effectual to protect and enforce such rights or to perform any of its duties under this Master Trust Agreement.

(1) In the enforcement of any rights and remedies under this Master Trust Agreement, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the Authority for principal, interest or otherwise, under any provision of this Master Trust Agreement or of the Bonds, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Bonds, without prejudice to any other right or remedy of the Trustee or of the Holders, and to recover and enforce a judgment or decree against the Authority, but solely as provided in this Master Trust Agreement and in the Bonds for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 9.5 Priority of Payments After Default. In the event that upon the happening and continuance of any Event of Default, the funds held by the Fiduciaries shall be insufficient for the payment of principal and interest then due on the Bonds, such funds (other than funds held for the payment, redemption or purchase of particular Bonds which have theretofore become due) and any other moneys received or collected by the Trustee acting pursuant to the Act and this Article, after making provision (i) for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of any Credit Facility Provider, any Liquidity Facility Provider, any Exchange Counterparty and the Holders of the Bonds, and (ii) for the payment of the charges and expenses and liabilities incurred and advances made by the Fiduciaries in the performances of their respective duties under this Master Trust Agreement, it being understood that amounts drawn on a Credit Facility shall not be used for the purposes described in clauses (i) and (ii) above, shall be applied as follows:

(1) unless the principal of all of the Bonds shall have become or have been declared due and payable:

(a) to the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or preference, except as to any difference in the respective rates of interest specified in the Bonds; and

(b) to the payment to the persons entitled thereto of the unpaid principal amount of any of the Bonds that shall have become due and payable, whether at maturity or by call for redemption, in order of their due dates and, if the amount available shall not be sufficient to pay in full the principal of such Bonds due and payable on any particular due date, together with such interest, then to the payment first of such interest, ratably, according to the amount of interest due on such date, and then to the payment of such principal, ratably, according to the amount of principal due on the date, to the persons entitled thereto, including amounts owed to a Credit Facility Provider in respect of principal, without any discrimination or preference, except as to any difference in the respective rates of interest specified in the Bonds; and

(2) if the principal of all of the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

For the purposes of this Article, amounts payable to any Credit Facility Providers in respect of amounts advanced under any Credit Facilities for the payment of interest on any Bonds and accrued interest on such amounts and regularly scheduled payments due under any

Exchange Agreements shall be deemed to constitute “interest” and amounts payable to any Credit Facility Providers in respect of amounts advanced under any Credit Facilities for the payment of the principal (or the principal portion of the Purchase Price) of any Bonds and amounts payable under any Exchange Agreements upon any termination thereof shall be deemed to constitute “principal.”

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional money becoming available for such application in the future. The deposit of such moneys with the Fiduciaries, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Authority, to any Holder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Master Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the Holder of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.6 Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the Authority, the Trustee, the Holders and the Auxiliary Agreement Providers shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 9.7 Direction of Proceedings. Unless otherwise provided in a Series Trust Agreement, anything in this Master Trust Agreement or any Series Trust Agreement to the contrary notwithstanding, the owners of a majority of the total of the principal amount of the Outstanding Bonds and the principal amounts due under any Auxiliary Agreements shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, *provided* that such direction shall not be otherwise than in accordance with law or the provisions of this Master Trust Agreement and that the Trustee shall have the right to decline to follow any such direction (i) if in the opinion of the Trustee would be unjustly prejudicial to owners not parties to such direction or (ii) if there has not been offered to the Trustee reasonable security and indemnity against the cost, expenses (including reasonable legal expenses) and liabilities to be incurred with respect thereto.

Section 9.8 Limitation on Rights of Holders. No Holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law hereunder, or for the protection or enforcement of any right under this Master Trust Agreement or any right under the law unless such Holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and

unless the Holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expenses (including reasonable legal expenses) and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time, it being understood that the Trustee shall make all required draws on any Credit Facility in accordance with the applicable Series Trust Agreement and make all payments on the Bonds as provided herein (to the extent funds are available for such purpose) regardless of having received any indemnity or security; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Master Trust Agreement or for any other remedy hereunder or under law. It is understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Master Trust Agreement, or to enforce any right hereunder or under law with respect to the Bonds or this Master Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Holders. Nothing in the Article contained shall affect or impair the right of any Holder to enforce the payment of the principal of and interest on its Bonds, or the obligation of the Authority to pay the principal of and interest on each Bond issued to the Holder thereof at the time and place stated in such Bond.

Anything contained in this Master Trust Agreement to the contrary notwithstanding, each Holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Master Trust Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable cost of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Holders for the enforcement of the payment of the principal of or premium, if any, or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Section 9.9 Possession of Bonds by Trustee Not Required. All rights of action under this Master Trust Agreement or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Holders of such Bonds, subject to the provisions of this Master Trust Agreement.

Section 9.10 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to a Credit Facility Provider, a Liquidity Facility Provider, an Exchange

Counterparty or the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity by statute.

Section 9.11 No Waiver of Default. No delay or omission of the Trustee, a Credit Facility Provider, a Liquidity Facility Provider, an Exchange Counterparty or any Holder of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Master Trust Agreement to the Trustee, a Credit Facility Provider, a Liquidity Facility Provider, an Exchange Counterparty and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 9.12 Notice of Event of Default. The Trustee shall give notice of each Event of Default hereunder known to the Trustee within five days after knowledge of the occurrence thereof, to the Authority and any Paying Agent unless such Event of Default shall have been remedied or cured before the giving of such notice. In the case of default in the payment of the principal or interest on any of the Bonds, the Trustee shall provide such notice to the Holders.

Section 9.13 Waivers of Events of Default. Except as hereinafter provided, at any time, in its discretion, the Trustee may waive any Event of Default described in Section 9.2(4) and its consequences.

There shall not be so waived, however, any Event of Default described in Section 9.2(1), 9.2(2), 9.2(3), or 9.2(5) except with the written consent of the owners of a majority of the total of the principal amount of all Bonds then Outstanding and the principal amount due under any Auxiliary Agreements. There shall further not be waived any Event of Default described in Section 9.2(5), except with the written consent of the Auxiliary Agreement Provider described therein and in the case of a Liquidity Facility Provider or Credit Facility Provider, receipt by the Trustee of a written confirmation from such Liquidity Facility Provider or Credit Facility Provider, respectively, that the amount available under its Liquidity Facility or Credit Facility, respectively, has been reinstated. In the case of the waiver or rescission and annulment, or in case any suit, action or proceedings taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the Authority, the Trustee, any Liquidity Facility Provider, any Credit Facility Provider, any Exchange Counterparty and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

ARTICLE X

CONCERNING THE FIDUCIARIES

Section 10.1 Acceptance of Duties of Fiduciaries. The Bank of New York hereby agrees to serve as Trustee, Registrar and Paying Agent, except as otherwise provided in any Series Trust Agreement authorizing the issuance of any Additional Bonds with respect to such Bonds. Prior to the occurrence of an Event of Default, the Trustee shall perform only those duties specifically set forth in this Master Trust Agreement. If an Event of Default of which the Trustee has received notice has occurred and is continuing, the Trustee shall exercise its rights

and powers and use the same degree of care and skill as a prudent man would exercise under the circumstances in the conduct of his own affairs.

Section 10.2 Responsibility of Fiduciaries. The recitals of fact contained herein and in the Bonds shall be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Master Trust Agreement or of any Bonds issued thereunder or in respect of the security afforded by this Master Trust Agreement or the technical or financial feasibility of the Project, the compliance of the Project with the Act or the tax-exempt status of the Bonds or the due execution of this Master Trust Agreement by the Authority, and no Fiduciary shall incur any responsibility in respect thereof. The Registrar shall, however, be responsible for its representation contained in the Certificate of Authentication executed by it on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Authority. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified, it being understood that the Trustee shall make all required draws on any Credit Facility and make all payments on the Bonds as provided herein (to the extent funds are available for such purpose) regardless of having received any indemnity or security. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful neglect.

The Fiduciary shall not be deemed to have notice of any default or Event of Default unless a Responsible Officer of the Fiduciary has actual knowledge thereof or unless written notice of any event which is in fact such default is received by the Fiduciary at the Designated Office of the Fiduciary, and such notice references the Bonds and this Master Trust Agreement.

The rights, privileges, protections, immunities and benefits given to a Fiduciary, including (without limitation) its rights to be indemnified, are extended to, and shall be enforceable by the Fiduciary in each of its capacities hereunder.

Any Fiduciary may request that the Authority deliver a certificate setting forth the names of individuals and titles of officers authorized at such time to take specified actions pursuant to this Master Trust Agreement, which certificate may be signed by any person authorized to sign a certificate, including any person specified as so authorized in any such certificate previously delivered and not superceded.

Each Fiduciary's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Master Trust Agreement shall extend to the Fiduciary's officer, directors, agents, and employees. Such immunities and protections and right to indemnification, together with the Fiduciary's right to compensation, shall survive the Fiduciary's resignation or removal, the defeasance or discharge of this Master Trust Agreement and final payment of the Bonds.

The permissive right of a Fiduciary to take the actions permitted by this Master Trust Agreement shall not be construed as an obligation or duty to do so. Except for information

provided by the Fiduciary concerning the Fiduciary, the Fiduciary shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Fiduciary shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

Section 10.3 Fiduciary Entitled to Immunity. Each Fiduciary shall be under no obligation to institute any suit, or to undertake any proceeding under this Master Trust Agreement, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts created hereby or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, advances, outlays and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence, willful misconduct or in default of this Master Trust Agreement. Nevertheless, any Fiduciary may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Fiduciary, without immunity.

Section 10.4 Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party. Each Fiduciary may consult with counsel, who may or may not be of counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. The Fiduciary shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument or opinion and is protected in acting or refraining from acting in reliance thereon. Whenever any Fiduciary shall deem necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Master Trust Agreement, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Authority to any Fiduciary shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer of the Authority.

Section 10.5 Compensation. The Authority shall pay to each Fiduciary from time to time, solely from the Pledged Receipts, reasonable compensation for all services rendered under this Master Trust Agreement or any Series Trust Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Master Trust Agreement, subject to any agreement between the Authority and the Trustee.

To the extent permitted by law, the Authority agrees to indemnify each Fiduciary and to hold it harmless solely from the Pledged Receipts against any and all loss, damage, claims, liability or expense, including taxes (other than taxes based upon, measured by or determined by

the income of the Trustee), arising out of or in connection with the acceptance and administration of the Trust Estate, including the costs and expenses of defending itself against any claim (whether asserted by the Authority or any Holder) or liability in connection with enforcing the provisions of this Section, except to the extent that such loss, damage, claim, liability or expense is due to the Trustee's negligence, willful misconduct, bad faith or its default of this Master Trust Agreement. If upon the occurrence of an Event of Default the Authority shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Master Trust Agreement (other than the proceeds of a Credit Facility or Liquidity Facility) and shall be entitled to a preference therefore over any of the Bonds outstanding hereunder or any Auxiliary Agreements.

The provisions of this Section shall survive termination of this Master Trust Agreement.

Section 10.6 Permitted Acts and Functions. The Trustee and any Paying Agent, and their respective officers, directors, employees and agents, may become the owner of any Bonds or may in good faith buy, sell, own, hold and deal in Bonds, with the same rights it would have if it were not such Fiduciary. Any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Holders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Master Trust Agreement, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

Section 10.7 Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Master Trust Agreement by giving not less than 60 days' written notice to the Authority and by mailing notice (specifying the date such resignation is to take effect) through regular United States mail, postage prepaid, to each Holder of Bonds. Such resignation shall take effect upon the day specified in such notice unless (i) no successor has been appointed as provided in Section 10.9, or (ii) previously a successor shall have been appointed, as provided in Section 10.9, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 10.8 Removal of Trustee. The Trustee may be removed by the Authority at any time, so long as no Event of Default has occurred and is continuing, or if an Event of Default has occurred and is continuing, by the Holders of a majority in principal amount of the Bonds outstanding by an instrument or concurrent instruments in writing, filed with the Trustee and the Authority and signed by the Authority or the Holders of Bonds, as appropriate. No such removal will be effective until a successor Trustee has been appointed and assumed the duties of Trustee as provided in Section 10.9.

Section 10.9 Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Authority covenants and agrees that it will thereupon appoint a successor Trustee. The Authority shall provide notice of any such appointment made by it to Holders of Bonds.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the Authority written notice, as provided in Section 10.7, or after a vacancy in the office of the Trustee shall have occurred by reason of its removal or inability to act, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a trust company or bank having the powers of a trust company within or outside the State, having a capital and surplus aggregating at least \$75,000,000 if there be such a trust company or bank willing and able to accept the office on reasonable and customary terms and authorized by law to perform all duties imposed upon it by this Master Trust Agreement.

Section 10.10 Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Master Trust Agreement shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and all obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for the more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any and all property held by it under this Master Trust Agreement, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered by the Authority. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee. Upon appointment of a successor Trustee under this Master Trust Agreement, the predecessor Trustee shall deliver to the successor Trustee as soon as practicable all documents or copies thereof held by it in connection with its prior role as Trustee under this Master Trust Agreement and not confidential.

Section 10.11 Merger or Consolidation. Any company or corporation into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, *provided* such company shall be a trust company or bank which is qualified to be a successor to such Fiduciary under Section 10.9 or Section 10.12 and shall be authorized by law to perform all duties imposed upon it by this Master Trust Agreement, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 10.12 Resignation or Removal of the Paying Agents and Appointment of Successors. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Master Trust Agreement by giving at least 60 days' written notice to the Authority and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the Authority and shall be a trust company or bank having the powers of a trust company, having a capital and surplus aggregating at least \$75,000,000, and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Master Trust Agreement. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it to its successor, or if there be no successor then appointed, to the Trustee until such successor be appointed.

Section 10.13 DTC Instructions. Unless otherwise provided in a Supplemental Trust Agreement, so long as any Bonds are Outstanding as Book-Entry-Only Bonds, each Fiduciary shall comply with the terms of the DTC Operational Arrangements for all matters regarding such Bonds.

Section 10.14 Trustee to File Continuation Statements. At the expense of the Authority, the Trustee shall file such continuation statements as may be required by the Maryland Uniform Commercial Code (the "UCC"), in order to continue perfection of the security interest of the Trustee in such property as may have been granted to the Trustee pursuant to this Master Trust Agreement in the time, place and manner required by the UCC so long as a legible copy of each original filed UCC financing statement, showing the date, file number, and office of filing, is provided to the Trustee not less than six months prior to the expiration date of such original filings.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Defeasance. If the Authority shall pay or cause to be paid the principal of and premium, if any, and interest on all Bonds and all amounts payable under each Credit Facility Agreement, Liquidity Facility and Exchange Agreement, if any, at the times and in the manner stipulated therein and in this Master Trust Agreement, then the pledge of the Trust Estate to the Trustee and all other rights granted hereby to the Trustee, the Holders and the Auxiliary Agreement Providers shall be discharged and satisfied. In such event, upon the request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay or deliver to the Authority, or to such officer, board or body as may then be entitled by law to receive the same, all property held by it pursuant to this Master Trust Agreement (other than any moneys and securities required for the payment of Bonds not theretofore surrendered for such payment).

A Series 2007 Bond and, except as otherwise provided in the Related Series Trust Agreement, any Additional Bond, shall be deemed to have been paid within the meaning of and with the effect expressed in this Section if (1) money for the payment or redemption of such

Bond shall be held by the Trustee (through deposit by the Authority of moneys for such payment or redemption or otherwise, regardless of the source of such moneys), whether at or prior to the maturity or the redemption date of such Bond, or (2) if the maturity or redemption date of such Bond shall not have arrived (a) provision shall have been made by the Authority for the payment of the principal or redemption price of and interest on such Bond on the due dates for such payments by deposit with the Trustee (or other method satisfactory to the Trustee) of moneys or Government Obligations, the principal of and the interest on which when due will provide for such payment, and (b) if such Bond is to be redeemed prior to the maturity thereof, the Authority shall have taken all action necessary to redeem such Bond and notice of such redemption shall have been duly given or provisions satisfactory to the Trustee shall have been made for the giving of such notice. The Trustee may rely upon a report by an independent certified public accountant or a verification agent with a favorable reputation in the field of verifying defeasance escrows, as to the sufficiency of the deposit (or other method) under clause (a) above to provide for the payment described therein.

Notwithstanding the foregoing, this Master Trust Agreement shall not be discharged until all amounts owed to FSA pursuant to the 2007 Debt Service Reserve Fund Insurance Policy have been paid in full. The obligation to pay amounts due pursuant to the 2007 Debt Service Reserve Fund Insurance Policy shall expressly survive payment in full of the Series 2007 Bonds.

Section 11.2 Evidence of Signatures of Holders and Ownership of Bonds. Any request, consent or other instrument which this Master Trust Agreement may require or permit to be signed and executed by the Holders may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of such instrument may be proved by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person executing any such instrument on behalf of a corporate Holder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

Section 11.3 Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Master Trust Agreement shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and any Holder and their agents and representatives, any of whom may make copies thereof.

Section 11.4 Parties in Interest. Nothing in this Master Trust Agreement, expressed or implied, is intended or shall be construed to confer upon or to give to any person or party other than the Authority, any Liquidity Facility Provider, any Credit Facility Provider, any Exchange Counterparty and the Holders of the Bonds, any rights, remedies or claims under or by reason of this Master Trust Agreement or any covenant, condition or stipulation thereof; and all

covenants, stipulations, promises and agreements in this Master Trust Agreement contained by or on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, any Liquidity Facility Provider, any Credit Facility Provider, any Exchange Counterparty and the Holders from time to time of the Bonds.

Section 11.5 No Recourse under Master Trust Agreement or on Bonds. All covenants, stipulations, promises, agreements and obligations of the Authority contained in this Master Trust Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any member, officer, director or employee of the Authority in his individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Master Trust Agreement against any member, officer, director or employee of the Authority or any natural person executing the Bonds.

Section 11.6 Notice to Rating Services. Any Rating Service that at the request of the Authority shall have assigned a rating to the Bonds that is then in effect shall be provided with notice of the following events by the Trustee:

- (1) any modifications or amendments to the Financing Agreement, the Memorandum of Agreement, this Master Trust Agreement, any Liquidity Facility or any Credit Facility that affects such Bonds;
 - (2) the expiration, termination, extension or substitution of any Related Liquidity Facility or any Related Credit Facility;
 - (3) replacement of the Trustee, any Remarketing Agent or any Paying Agent;
- or
- (4) the redemption in whole or defeasance of such Bonds.

The Trustee shall not incur any liability for the failure to provide the notices described above.

Section 11.7 Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Master Trust Agreement on the part of the Authority or any Fiduciary to be performed should be determined by a forum of competent jurisdiction to be contrary to law, then such covenants, stipulations, promises, agreements and obligations shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Master Trust Agreement.

Section 11.8 Headings. Any headings preceding the texts of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 11.9 Moneys Held for Particular Bonds. Amounts held by the Trustee for the payment of the principal or Purchase Price of or interest or premium on Bonds due on any date

shall, pending such payment, be set aside and held in trust by it for the Holders of such Bonds and, for the purposes of this Master Trust Agreement, such principal or Purchase Price of and interest and premium on such Bonds shall no longer be considered to be unpaid, and the holders of such Bonds shall have no further rights under this Master Trust Agreement except to receive payment from such amounts set aside or held for such payment.

Section 11.10 Business Days. Except as otherwise expressly provided herein or in any Supplemental Trust Agreement, if any date specified herein for the payment of any Bond or the performance of any act shall not be a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date.

Section 11.11. Notices. (1) Any notice or other instrument authorized or required to be given to the Authority, the Trustee or the rating services pursuant to this Master Trust Agreement shall be sent by telex or other telecommunication device capable of creating a written record or delivered personally or sent by registered or certified mail, postage prepaid, addressed as follows (or to such other address as may be designated by written notice given hereunder):

In the case of the Authority:

Maryland Transportation Authority
2310 Broening Highway, Suite 150
Baltimore, Maryland 21224
Attention: Executive Secretary
Telephone: 410-537-1001
Facsimile: 410-537-1003

In the case of the Trustee:

The Bank of New York
385 Rifle Camp Road, 3rd Floor
West Paterson, New Jersey 07424
Attention: David J. O'Brien

In the case of the rating services:

Moody's Investors Service, Inc.
99 Church Street
New York, New York 10007
Telephone: 212-553-7436
Facsimile: 212-553-4090

Standard & Poor's Rating Services
55 Water Street, 38th Floor
New York, New York 10041
Attn: Municipal Structured Group
Telephone: (212) 438-7994
Facsimile: (212) 438-2157

Fitch Ratings
One State Street Plaza
New York, New York 10004
Telephone: 212-908-0689
Facsimile: 212-480-4421

In the case of the Department:

Department of Transportation of Maryland
7201 Corporate Center Drive
P.O. Box 548
Hanover, Maryland 21076
Attention: Director, Office of Finance

(2) Except as otherwise provided in any Related Series Trust Agreement, when any notice is required to be given to the holder of any Bond, such notice shall be mailed by first-class mail to the registered owner of such Bond at such owner's address as it appears on the registration books maintained by the Registrar. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

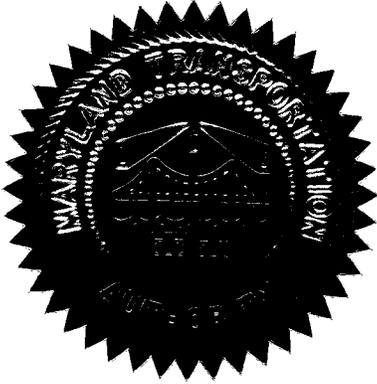
Section 11.12. Counterparts. This Master Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument.

Section 11.13. Governing Law. This Master Trust Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 11.14. Section 4-313 Not Applicable.

As provided in Section 4-313 of the Act, Section 4-313 of the Enabling Act does not apply to any Bonds issued hereunder and, accordingly, the Bonds shall not be secured by the Transportation Authority Fund.

IN WITNESS WHEREOF, the Maryland Transportation Authority has caused this Master Trust Agreement to be executed by its Executive Secretary, under the official seal of the Authority, and The Bank of New York, the Trustee hereunder, has caused this Master Trust Agreement to be executed in its name and on its behalf by its authorized officer, and duly attested, all as of the day and year first above written.



MARYLAND TRANSPORTATION AUTHORITY

By: Ronald L. Freeland
Ronald L. Freeland
Executive Secretary

(SEAL)

THE BANK OF NEW YORK, as Trustee

By: _____
David J. O'Brien
Vice President

ATTEST:

By: _____
Authorized Officer

Approved as to form and legal sufficiency:

Deborah A. Donohue
Deborah A. Donohue
Assistant Attorney General and
Principal Counsel to the Maryland
Transportation Authority

IN WITNESS WHEREOF, the Maryland Transportation Authority has caused this Master Trust Agreement to be executed by its Executive Secretary, under the official seal of the Authority, and The Bank of New York, the Trustee hereunder, has caused this Master Trust Agreement to be executed in its name and on its behalf by its authorized officer, and duly attested, all as of the day and year first above written.

MARYLAND TRANSPORTATION AUTHORITY

(SEAL)

By: _____
Ronald L. Freeland
Executive Secretary

(SEAL)

THE BANK OF NEW YORK, as Trustee

By:  _____
David J. O'Brien
Vice President

ATTEST:

By:  _____
Authorized Officer

Approved as to form and legal sufficiency:

Deborah A. Donohue
Assistant Attorney General and
Principal Counsel to the Maryland
Transportation Authority

STATE OF MARYLAND)
CITY OF BALTIMORE)

Be it remembered that on the ^{1st} day of June, 2007, before me, the subscriber, a notary public of the State of Maryland, personally came Ronald L. Freeland, Executive Secretary, of Maryland Transportation Authority, and acknowledged that the name of said Authority was subscribed to the foregoing Master Trust Agreement by himself as the Executive Secretary thereof, that the seal impressed thereon is the seal of said Authority, that said name was subscribed and said seal impressed by the direction and authority of said Authority, and that the foregoing Master Trust Agreement is the free act and deed of said Authority for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Ronald L. Freeland
Notary Public

My commission expires 9/1/2010

(SEAL)

STATE OF NEW JERSEY
COUNTY OF PASSAIC

Be it remembered that on the 5th day of June, 2007, before me, the subscriber, a notary public of the State of New Jersey, personally came David J. O'Brien, who is a Vice President of The Bank of New York and acknowledged that the name of said bank was subscribed to the foregoing Master Trust Agreement by himself as a Vice President thereof, that the seal impressed thereon is the seal of said bank, that said name was subscribed and said seal impressed by the direction and authority of said bank and that the foregoing Master Trust Agreement is the free act and deed of said bank for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Notary Public

My commission expires _____

MALINA F. NEWMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2010

(SEAL)

[FORM OF SERIES 2007 BOND]

REGISTERED UNITED STATES OF AMERICA REGISTERED
STATE OF MARYLAND

No. R-__ \$_____

MARYLAND TRANSPORTATION AUTHORITY
Grant and Revenue Anticipation Bonds
Series 2007

Maturity Date Interest Rate Dated Date CUSIP No.

Registered Owner: _____

Principal Amount: _____ Dollars (\$_____)

MARYLAND TRANSPORTATION AUTHORITY, (said agency being sometimes referred to herein as the "Authority"), for value received, hereby promises to pay, but only from the Pledged Receipts (defined herein) and other amounts pledged to such payment under the Trust Agreement (defined herein) to the Registered Owner shown above or registered assigns or legal representative, on the Maturity Date set forth above (or earlier as hereinafter referred to), upon the presentation and surrender hereof at the designated office (the "Designated Office") of the Trustee (defined herein), the Principal Amount shown above (or such lesser amount as shall be outstanding hereunder from time to time in accordance with Section 5 hereof) on the Maturity Date shown above (or earlier as hereinafter referred to), with interest thereon from the most recent date to which interest has been paid, or if the Date of Authentication shown below is prior to the first interest payment date, from the Dated Date as set forth above at the Interest Rate shown above until said Principal Amount is paid, payable on September 1, 2007, and semiannually thereafter on March 1 and September 1 of each year.

All interest due on this bond shall be payable to the person in whose name this bond is registered on the bond registration books maintained by The Bank of New York, as trustee and registrar (such entity and any successor in such capacity being referred to herein as the

“Trustee”) as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding the interest payment date upon which such interest is due and payable and shall be made by check mailed to the address of such owner as it appears on the bond registration books maintained by the Trustee; *provided*, that if there is a default in the payment of interest due hereon, such defaulted interest shall be payable to the person in whose name this bond is registered as of the close of business on a subsequent date fixed by the Trustee (the “**Special Record Date**”) that is at least ten (10) and not more than fifteen (15) days before the date set for the payment of such defaulted interest. Notice of any Special Record Date will be given as hereinafter provided to the registered owner hereof not later than ten (10) days before the Special Record Date.

The principal or redemption price of and interest on this bond are payable in lawful money of the United States of America or by check payable in such money. If any payment of the principal or redemption price of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “**Business Day**” is any date other than (i) a day on which the Trustee or the Paying Agent is required, or is authorized or not prohibited, by law (including executive orders) to close and is closed and (ii) a day on which the New York Stock Exchange is closed.

This bond shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, of the Department of Transportation of Maryland, (the “Department”), of the Maryland State Highway Administration (“SHA”) or of the Authority, or a pledge of the faith and credit of the State, any political subdivision thereof, the Department, SHA or the Authority, but shall be payable solely from the Pledged Receipts. Neither the State nor any political subdivision thereof, nor the Department, nor the SHA, nor the Authority shall be obligated to pay this bond or the interest hereon except from such sources, and neither the faith and credit nor the taxing power of the State or the Authority is pledged to the payment of the principal of or the interest on this bond. This bond is not a general obligation of the Authority. The Authority has no taxing power.

1. Trust Agreement. This bond is one of a duly authorized series of revenue bonds of the Authority aggregating Three Hundred Twenty-Five Million Dollars (\$325,000,000) in principal amount, known as “Maryland Transportation Authority Grant and Revenue Anticipation Bonds, Series 2007” (the “**Bonds**”), duly authorized and issued by the Authority under and pursuant to (i) Sections 4-101 through 4-401 of the Transportation Article of the Annotated Code of Maryland, as amended (the “**Enabling Act**”), (ii) certain proceedings of the Authority, (iii) and the Master Trust Agreement, dated as of June 1, 2007 (as amended and supplemented from time to time, the “**Trust Agreement**”), by and between the Authority and The Bank of New York, as trustee (the “**Trustee**”) to finance the cost of certain transportation projects (the “**Project**”), to fund the Debt Service Reserve Fund in the amount of the Debt Service Reserve Fund Requirement, and to pay certain costs of issuance.

The terms of the Bonds include those stated in the Trust Agreement and the Bonds are subject to all such terms. Executed counterparts of such Trust Agreement are on file at the Designated Office of the Trustee. Reference is hereby made to the Trust Agreement for a

description of the funds, revenues and charges pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Authority, the Trustee and the Bond Registrar and Paying Agent for the Bonds and the rights of the registered owners of the Bonds. By the acceptance of this bond, the Registered Owner hereof assents to all of the provisions of the Trust Agreement. All capitalized terms used, but not defined herein, are defined in the Trust Agreement and are used herein in the same manner and with the same meaning as in the Trust Agreement.

2. The Bonds. All the Bonds are of like tenor except as to number, maturity, interest rate, redemption provisions and principal amount.

3. Additional Bonds. The Trust Agreement provides that Additional Bonds may be issued within the limitations and provisions of the Trust Agreement.

4. Redemption.

(a) The Bonds are subject to optional and extraordinary redemption prior to maturity as provided in the Trust Agreement.

(b) Notice of Redemption. The Trustee shall mail notice of any redemption at least twenty (20) days prior to the redemption date to the registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books maintained by the Trustee. The failure so to mail any such notice to any of such registered owners or any defect therein shall not affect the validity of the proceedings for the redemption of any Bonds.

(c) Effect of Call for Redemption. On the date designated for redemption, if all conditions, if any, to such redemption shall have been satisfied, the Bonds or portions of Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds or such portions thereof on such date and, if moneys for the payment of the redemption price and accrued interest are held by the Trustee as provided in the Trust Agreement, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Trust Agreement, and the registered owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payment of the redemption price thereof and the accrued interest thereon so held by the Trustee. If a portion of this bond shall be called for redemption, a new Bond or Bonds in the aggregate principal amount equal to the unredeemed portion hereof, of the same series and maturity and bearing interest at the same rate, shall be issued to the registered owner upon the surrender hereof.

(d) Provisions Applicable to Book-Entry Bonds. So long as all of the Bonds shall be maintained in book-entry form with a Securities Depository in accordance with the Trust Agreement, in the event that part, but not all, of this bond shall be called for redemption, the holder of this bond may elect not to surrender this bond in exchange for a new Bond in accordance with paragraph (c) above and in such event shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto. For all purposes, the principal amount of this bond outstanding at any time shall be equal to the

Principal Amount shown on the face hereof reduced by the principal amount of any partial redemption of this bond following which the holder of this bond has elected not to surrender this bond in accordance with paragraph (c) above. The failure of the owner hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy therein, shall not affect the payment obligation of the Authority hereunder. **THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.**

5. Defeasance. The Trust Agreement prescribes the manner in which it may be discharged and provides that Bonds shall be deemed to be paid if moneys or certain Government Obligations, the principal of and interest on which, when due, will be sufficient to pay the principal or redemption price of and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee.

6. Persons Deemed Owners; Restrictions upon Actions by Individual Owners. The Authority and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof (whether or not this bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Authority or the Trustee) for the purpose of receiving payment of or on account of the principal or redemption price of this bond, and for all other purposes except as otherwise provided herein with respect to the payment of interest on this bond, and neither the Authority nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable under this bond.

The registered owner of this bond shall have no right to enforce the provisions of the Trust Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect hereto, except as provided in the Trust Agreement.

7. Transfer and Exchange. This bond may be exchanged for an equal, aggregate principal amount of Bonds, of the same maturity and bearing interest at the same rate and of other authorized denominations, and the transfer of this bond may be registered, upon presentation and surrender of this bond at the Designated Office of the Trustee, together with an assignment duly executed by the registered owner hereof or such owner attorney or legal representative. The Authority and the Trustee may require the person requesting any such exchange or transfer to reimburse them for any tax or other governmental charge payable in connection therewith. Neither the Authority nor the Trustee shall be required to register the transfer of this bond or make any such exchange of this bond after this bond or any portion thereof has been selected for redemption.

8. Modifications. Modifications or alterations of the Trust Agreement may be made only to the extent and in the circumstances permitted by the Trust Agreement.

9. Negotiability. As declared by the Enabling Act, this bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

10. Governing Law. This bond shall be governed by and construed in accordance with the laws of the State.

11. Notices. Except as otherwise provided in the Trust Agreement, when the Trustee is required to give notice to the owner of this bond, such notice shall be mailed by first-class mail to the registered owner of this bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

All acts, conditions and things required by the Constitution and laws of the State and the rules and regulations of the Authority to happen, exist and be performed precedent to and in the issuance of this bond and the execution and delivery of the Trust Agreement 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 and interest on this bond or for any claims based thereon or on the Trust Agreement against any member or other officer of the Authority or any person executing this bond, all such liability, if any, being expressly waived and released by the registered owner of this bond by the acceptance of this bond.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Maryland Transportation Authority has caused this bond to bear the manual or facsimile signatures of the Chairman of the Authority and the Executive Secretary of the Authority and the official seal of the Authority to be imprinted hereon, all as of the 5th day of June, 2007.

MARYLAND TRANSPORTATION AUTHORITY

[SEAL]

John D. Porcari
Chairman

Ronald L. Freeland
Executive Secretary

CERTIFICATE OF AUTHENTICATION

Date of Authentication: June 5, 2007

This bond is one of the bonds of the series designated therein and issued under the provisions of the Trust Agreement. A signed original opinion of Deborah A. Donohue, Assistant Attorney General and Principal Counsel to the Maryland Transportation Authority, and of Bond Counsel, McKennon Shelton & Henn LLP, Baltimore, Maryland, is on file with the undersigned.

THE BANK OF NEW YORK,
as Registrar

By: _____
Authorized Officer

NOTICE REGARDING DEBT SERVICE PAYMENT DATE

Attention:

Re: Notice Required by Section 5.5 of the Master Trust Agreement dated as of June 1, 2007 between Maryland Transportation Authority (the "Authority") and The Bank of New York, as trustee (the "Trust Agreement")

In accordance with the provisions of Section 5.5 of the Trust Agreement, The Bank of New York, as trustee under the Trust Agreement hereby notifies the Authority that the following amount[s] [is/are] on deposit in the General Account created by the Trust Agreement and will be applied as a credit against amounts required to be paid to the Trustee on or prior to the debt service payment date scheduled for [March 1/September 1], 200__ (the "Debt Service Payment Date"):

	Amount on Deposit in General Account for Payment of Debt Service for a Series of Bonds	Amount to be Applied for Payment of Interest on Such Bonds	Amount to be Applied for Payment of Principal on Such Bonds
[Identify Series of Bonds]			
[Identify Series of Bonds]			
TOTAL			

The application of the foregoing amounts will result in a balance of \$_____ remaining to be paid by the Authority on or prior to such Debt Service Payment Date.

The undersigned hereby certifies that [he/she] is an Authorized Officer of the Trustee (as defined in the Trust Agreement) and is authorized to execute and deliver this Notice on behalf of the Trustee.

Dated this _____, _____.

THE BANK OF NEW YORK

By: _____
Authorized Officer

FORM OF REQUISITION

DATE: _____

Maryland Transportation Authority
2310 Broening Highway
First Floor
Baltimore, MD 21224

The Bank of New York, as Trustee
385 Rifle Camp Road, 3rd Floor
West Paterson, NJ 07424

Ladies and Gentlemen:

Pursuant to the Trust Agreement dated as of June 1, 2007 (the "Trust Agreement"), between Maryland Transportation Authority (the "Authority") and The Bank of New York, the Authority makes the following requisition:

- 1. Requisition Number: _____
- 2. Name and address of the person to whom payment is due:

- 3. Amount to be paid: \$ _____
- 4. Fund/Account to be Debited: _____
- 5. Purpose for which each obligation to be paid was incurred:

6. The Authority hereby certifies that (i) the purpose for which the amount requisitioned hereby was used is authorized under the Trust Agreement; (ii) no Event of Default (as defined in the Trust Agreement) has occurred or is continuing or will occur as a result of payment pursuant to this Requisition and (iii) the amount requisitioned hereby is due and unpaid.

7. Attached hereto are invoices, bills or vouchers, paid or due and payable, in support of the amount to be paid shown in Item 3.

This Requisition has been executed by a duly authorized officer of the Authority.

MARYLAND TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____