
SECOND SUPPLEMENTAL TRUST AGREEMENT

by and between

MARYLAND TRANSPORTATION AUTHORITY

and

MANUFACTURERS AND TRADERS TRUST COMPANY,

as Trustee

Dated as of December 1, 2012

**AMENDING AND SUPPLEMENTING THAT CERTAIN
TRUST AGREEMENT DATED AS OF DECEMBER 1, 2003**

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SECOND SUPPLEMENTAL TRUST AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT, dated as of December 1, 2012 (this “Second Supplement”), and effective from the time of execution and delivery hereof between the parties, is by and between the **MARYLAND TRANSPORTATION AUTHORITY** (the “Authority”), an agency of the State of Maryland (the “State”), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a banking corporation duly organized and existing under the laws of the State of New York, as trustee (the “Trustee”).

RECITALS

The Authority is authorized pursuant to Title 4 of the Transportation Article of the Annotated Code of Maryland, as amended (the “Enabling Legislation”), to issue revenue bonds for the purpose of financing and refinancing all or any part of the costs of transportation facilities projects (as defined in the Enabling Legislation).

Pursuant to the Enabling Legislation and the Trust Agreement dated as of December 1, 2003 (the “Original Trust”), by and between the Authority and the Trustee, as amended and supplemented by the First Supplemental Trust Agreement dated as of April 1, 2012 (the “First Supplement”), by and between the Authority and the Trustee, the Authority previously issued its Variable Rate Passenger Facility Charge Revenue Bonds, Baltimore/Washington International Airport Facility Projects, Series 2003A (Governmental Purpose Bonds) (the “Series 2003A Bonds”), its Variable Rate Passenger Facility Charge Revenue Bonds, Baltimore/Washington International Airport Facility Projects, Series 2003B (Qualified Airport Bonds – AMT) (the “Series 2003B Bonds, and together with the Series 2003A Bonds, the “Series 2003 Bonds”) and its Passenger Facility Charge Revenue Bonds, Series 2012A, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT) (the “Series 2012A Bonds”). As of the date hereof, the Series 2003A Bonds and the Series 2012A Bonds remain outstanding.

The Authority has entered into a Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facility Charges dated as of December 1, 2012 (the “2012B/C Lease and Assignment”) with the Maryland Aviation Administration (the “MAA”) pursuant to which the Authority has leased from the State through the MAA certain property located at the Baltimore/Washington International Thurgood Marshall Airport (“BWI Marshall Airport”) on which certain airport facilities projects are to be constructed (collectively, the “2012B/C Airport Facilities Projects,” as defined herein). Pursuant to an Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Thurgood Marshall Airport dated as of December 1, 2012 (the “2012B/C Financing Agreement”) between the Authority and the MAA, the Authority has agreed to finance the design, construction and equipping of the 2012B/C Airport Facilities Projects for the MAA, and the MAA has agreed, among other things, to operate, secure and maintain the 2012B/C Airport Facilities Projects as the agent of the Authority.

Section 2.05 of the Original Trust provides that the Authority may from time to time issue Additional Bonds (as defined in the Original Trust) secured equally and ratably with any Bonds previously issued pursuant to the Original Trust, as amended and supplemented (the

“Trust Agreement” as defined herein) and then Outstanding for the purpose of paying all or any part of the cost of any additional Airport Facilities Projects (as defined in the Trust Agreement). The Authority has determined to issue two series of its revenue bonds (collectively, the “Series 2012B/C Bonds,” as defined herein) as Additional Bonds under the Trust Agreement for the purpose of providing funds, together with other available funds, to pay all or a portion of the costs of the 2012B/C Airport Facilities Projects.

The Series 2012B/C Bonds shall be limited obligations of the Authority payable solely from the Pledged Revenues (as defined in the Original Trust). None of the State, the Maryland Department of Transportation (the “Department”), the MAA, any political subdivision of the State, or the Authority shall be obligated to pay the Series 2012B/C Bonds or the interest thereon except from the Pledged Revenues and from other sources as provided herein, and neither the faith and credit nor the taxing power of the State, the Department, the MAA, any political subdivision of the State or the Authority is pledged to the payment of the Series 2012B/C Bonds or the interest thereon. The issuance of the Series 2012B/C Bonds shall not directly or indirectly or contingently obligate the State, the Department, the MAA or any political subdivision of the State to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. Neither the Authority nor the Department nor MAA has any taxing powers.

All things necessary to make the Series 2012B/C Bonds, when authenticated and issued in accordance with this Second Supplement, the legal, valid and binding obligations of the Authority according to the import thereof have been done and performed, and the creation, execution and delivery of this Second Supplement, and the creation, execution and issuance of the Series 2012B/C Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

The Authority, in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the owners thereof, and the issuance of the Credit Facility (as defined herein) by the Credit Facility Provider (as defined herein) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to secure the payment of the principal or Redemption Price (defined in the Original Trust) of and interest on, and the Purchase Price (defined herein) of, the Bonds according to their tenor and to the amounts owed to the Credit Facility Provider under the Credit Facility Agreement and effect and the performance and observance by the Authority of all the covenants expressed or implied herein in the Credit Facility Agreement and in the Bonds, for the equal and ratable benefit of the holders thereof, the Credit Facility Provider and its respective successors and assigns, forever, subject only to the provisions of the Trust Agreement permitting the application thereof on the terms and conditions set forth in the Trust Agreement, does hereby grant, bargain, sell, convey, assign and pledge to the Trustee, and unto its respective successors in trust and assigns forever, and grant to the Trustee, and unto its respective successors in trust and assigns forever, a security interest in, the following (the “Trust Estate”):

- (a) all of the right, title and interest of the Authority in and to the Pledged Revenues;
- (b) all of the right, title and interest of the Authority in and to the Financing Agreement and the Lease and Assignment (both defined herein), including the assignment from

the MAA of its right, title and interest in the PFCs in an amount up to \$4.50 assessed on July 1, 2004 and thereafter to eligible airline passengers enplaning at BWI Marshall Airport; and

(c) all of the right, title and interest of the Authority in and to any moneys and securities from time to time on deposit in any fund or account established and maintained under this Trust Agreement other than moneys for the payment of the Purchase Price of the Bonds and moneys held in the Rebate Fund (as hereinafter defined) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Authority or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Trust Agreement.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in trust and assigns forever upon the terms and trusts herein set forth for the equal and ratable benefit, security and protection of all present and future such holders and the Credit Facility Provider, without privilege, priority or distinction as to the lien or otherwise of any Bond or the Credit Facility Provider over any other Bond or Credit Facility Provider, except as otherwise expressly provided herein;

PROVIDED, HOWEVER, that, if the Authority shall well and truly pay, or cause to be paid, the principal or Redemption Price of and interest on, and the Purchase Price of, the Bonds and all amounts owed under the Credit Facility Agreement, according to the true intent and meaning thereof or shall provide for the payment thereof as provided by Article IX of the Original Trust and shall perform and observe all the covenants and conditions of the Trust Agreement, the Credit Facility Agreement and the Bonds to be performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon compliance with Article IX of the Trust Agreement, the lien of the Trust Agreement shall be discharged and satisfied and shall be null and void; otherwise, the Trust Agreement is to be and remain in full force and effect.

NOW, THEREFORE, WITNESSETH that in consideration of the foregoing, of the purchase and acceptance of the Series 2012B/C Bonds by the owners thereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Trustee do hereby agree and covenant as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions.

Terms used in this Second Supplement and not defined herein shall have the respective meanings given such terms in the Original Trust. In addition to the terms defined elsewhere herein, as used in the Trust Agreement and this Second Supplement, unless a different meaning is clearly indicated from the context, the following terms shall have the meanings indicated:

(1) “**Adjustment Date**” means, when used with respect to any Weekly Rate Bonds, (i) each Mandatory Tender Date after which such Weekly Rate bonds will bear interest at the Weekly Rate and (ii) Thursday of each week, commencing December 13, 2012, so long as such

Series 2012C Bonds bear interest at the Weekly Rate or such other day as shall be established for such Series 2012C Bonds in accordance with Section 2.04(b).

(2) “**Authorized Denomination**” means (a) with respect to the Series 2012B Bonds \$5,000 and any integral multiple thereof, and (b) with respect to the Series 2012C Bonds (i) during any period in which the Series 2012C Bonds bear interest at a Short-Term Rate and during any Fixed Rate Period of one year or less, \$100,000 and any integral multiple of \$5,000 in excess of \$100,000 and (ii) during a Fixed Rate Period longer than one year, \$5,000 and any integral multiple thereof.

(3) “**Bank**” means Wells Fargo Bank, National Association.

(4) “**Bond Year**” means prior to the date on which all of the Series 2003A Bonds shall have been paid or provision for the payment thereof shall have been made in accordance with the Trust Agreement, the period from and including July 2 of each calendar year through and including July 1 of the immediately succeeding calendar year, and thereafter, the period from and including June 2 of each year to but excluding June 1 of the immediately succeeding year.

(5) “**Calculation Date**” means the date on which the interest rate on a Series 2012C Bond shall be determined, which shall be, (a) in the case of Daily Rate Bonds, each Mandatory Tender Date after which Series 2012C Bonds will bear interest at the Daily Rate and each Business Day thereafter; (b) in the case of Weekly Rate Bonds, (i) initially, December 13, 2012, (ii) the Business Day immediately preceding each Mandatory Tender Date after which Series 2012C Bonds will bear interest at the Weekly Rate, and (iii) Wednesday of each week thereafter (or, if any such Wednesday is not a Business Day, the immediately preceding Business Day) or such other day as shall be established for such Series 2012C Bonds in accordance with Section 2.03(b); (c) in the case of Commercial Paper Rate Bonds, each Mandatory Tender Date after which Series 2012C Bonds will bear interest at the Commercial Paper Rate and applicable to such Series 2012C Bonds thereafter, the first day of each Commercial Paper Rate Period; and (d) in the case of Fixed Rate Bonds, the date selected by the Remarketing Agent on or prior to the first day of any Fixed Rate Period applicable to such Fixed Rate Bonds.

(6) “**Commercial Paper Rate**” means the rate or rates of interest borne by one or more Series 2012C Bonds during each Commercial Paper Rate Period applicable to such Series 2012C Bonds, determined pursuant to Section 2.04(d).

(7) “**Commercial Paper Rate Bonds**” means any Series 2012C Bonds that bear interest at the Commercial Paper Rate.

(8) “**Commercial Paper Rate Period**” means a period established in accordance with Section 2.04(d).

(9) “**Conversion Date**” means with respect to any Series 2012C Bond in a particular Interest Mode, the day on which another Interest Mode for such Series 2012C Bond begins and the first day of each Fixed Rate Period.

(10) “**Credit Facility**” means the 2012 Letter of Credit and any other liquidity facility, letter of credit, bond insurance policy, bond purchase agreement, guaranty, line of credit, surety bond or similar credit or liquidity facility securing any Series 2012C Bonds.

(11) **“Credit Facility Agreement”** means the 2012 Letter of Credit Agreement and any other agreement pursuant to which any Credit Facility is issued.

(12) **“Credit Facility Bonds”** means any Series 2012C Bond during the period from and including the date of its purchase with amounts realized under a Credit Facility to but excluding the date on which it is purchased by any person other than a Credit Facility Provider.

(13) **“Credit Facility Default”** means, the failure by the Credit Facility Provider to honor a properly presented and conforming draw under the Credit Facility in accordance with the terms thereof and any other event constituting a default by the Credit Facility Provider pursuant to the terms of the related Credit Facility or Credit Facility Agreement.

(14) **“Credit Facility Mandatory Tender Date”** means, as long as no Credit Facility Default shall have occurred and be continuing, the mandatory tender date established by the Trustee in accordance with Section 3.04(c) at the written direction of the Credit Facility Provider pursuant to the Credit Facility Agreement upon the occurrence of an Event of Default under and as defined in the Credit Facility Agreement.

(15) **“Credit Facility Provider”** means the Bank and any other issuer of any Credit Facility then in effect.

(16) **“Daily Rate”** means, when used with respect to the Series 2012C Bonds, the daily rate or rates of interest borne by such Series 2012C Bonds, determined pursuant to Section 2.04(b).

(17) **“Daily Rate Bonds”** means any Series 2012C Bonds that bear interest at the Daily Rate.

(18) **“Daily Rate Period”** has the meaning set forth in Section 2.04(b).

(19) **“Eligible Moneys”** means (i) moneys that constitute proceeds of revenue bonds issued by the Authority; (ii) moneys received by the Trustee from the remarketing of the Series 2012C Bonds; (iii) moneys realized under the Credit Facility; (iv) moneys received by the Trustee from or on behalf of the Authority that have been on deposit with the Trustee for at least 124 days during which no proceeding by or against the Authority under any federal or state bankruptcy or insolvency law or any similar law in effect on the date of the Second Supplement or thereafter enacted shall have been commenced or be pending, unless such proceeding shall have been dismissed and such dismissal shall be final and not subject to appeal; (v) proceeds of the investment of any of the foregoing; and (vi) moneys with respect to which there shall have been delivered to the Trustee an Opinion of nationally-recognized Counsel experienced in bankruptcy matters to the effect that the payment of such moneys to the Holder would not be avoidable under the preference avoidance powers of a trustee in bankruptcy of the Authority under Section 547 of the United States Bankruptcy Code (or any section amendatory of, supplemental to or replacing such Section) or be subject to an automatic stay pursuant to Section 362(a) of the United States Bankruptcy Code (or any section amendatory of, supplemental to or replacing such Section) or constitute property of the estate of the Authority pursuant to Section 541 of the United States Bankruptcy Code (or any section amendatory of, supplemental to or replacing such Section) in the event that the Authority becomes the subject of a case thereunder (which opinion shall be reasonably acceptable to each of the Rating Agencies that requires such

opinion and that has assigned a rating to the Series 2012C Bonds which rating remains in effect). For the purposes of this definition, moneys shall be deemed to have been received by or deposited with the Trustee only when cash or its equivalent is so received or deposited (as the case may be) or, in the case of checks or drafts, when final payment thereof has been made to the Trustee by the payor bank.

(20) “**Excluded Bond**” means any Credit Facility Bond and any Series 2012C Bonds purchased by the Authority.

(21) “**Financing Agreement**” means the Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Airport dated as of December 1, 2003 between the Authority and the MAA, the Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Thurgood Marshall Airport dated as of April 1, 2012 between the Authority and the MAA, the 2012B/C Financing Agreement and any other agreement between the Authority and the MAA pursuant to which any Additional Facilities shall be financed, as the same may be amended and supplemented from time to time.

(22) “**First Supplement**” shall have the meaning set forth in the Recitals.

(23) “**Fixed Rate**” means, when used with respect to the Series 2012C Bonds, the fixed rate or rates of interest borne by such Series 2012C Bonds during each Fixed Rate Period applicable to such Series 2012C Bonds, determined pursuant to Section 2.04(e).

(24) “**Fixed Rate Bonds**” means any Series 2012C Bonds that bear interest at the Fixed Rate.

(25) “**Fixed Rate Date**” means the first day of each Fixed Rate Period.

(26) “**Fixed Rate Period**” means a period during which any Series 2012C Bonds bear interest at a Fixed Rate.

(27) “**Interest Mode**” means the Daily Rate, the Weekly Rate, the Commercial Paper Rate or the Fixed Rate.

(28) “**Interest Payment Date**” means: (a) with respect to the Series 2012B Bonds, June 1 and December 1; (b) with respect to the Series 2012C Bonds, (i) during any Daily Rate Period or any Weekly Rate Period, the first Business Day of each month and each Mandatory Tender Date applicable to the Series 2012C Bonds, (ii) during any Fixed Rate Period of fewer than six months, the day following the last day of such Fixed Rate Period, (iii) during any Fixed Rate Period of six months or longer (other than any such Fixed Rate Period that is described in clause (iv) below), the first day of the calendar month that is six months after the commencement of such Fixed Rate Period, the first day of each sixth calendar month thereafter and the day following the last day of such Fixed Rate Period, (iv) Fixed Rate Bonds with a Fixed Rate Period extending to the maturity date of the Series 2012C Bonds, each June 1 and December 1, (v) during any Commercial Paper Rate Period, each Mandatory Tender Date applicable to the Series 2012C Bonds; (c) with respect to Credit Facility Bonds, the first Business Day of each month; and (d) in any case, the maturity or redemption date of the Series 2012B/C Bonds.

(29) **“Lease and Assignment”** means the Lease of Airport Facilities Projects at the Baltimore/Washington International Airport and Assignment of Passenger Facilities Charges dated as of December 1, 2003, between the State and the MAA and the Authority; the Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facilities Charges dated as of April 1, 2012, between the State and the MAA and the Authority; the 2012B/C Lease and Assignment, and any other lease pursuant to which any Additional Facilities shall be leased to the Authority, as the same may be amended and supplemented from time to time.

(30) **“Mandatory Tender Date”** means, when used with respect to or in connection with Series 2012C Bonds, (a) the day following the last day of each Commercial Paper Rate Period applicable to such Series 2012C Bonds, (b) the day following the last day of each Fixed Rate Period of six months or longer applicable to such Series 2012C Bonds, (c) each Conversion Date applicable to such Series 2012C Bonds, (d) any Termination Date applicable to such Series 2012C Bonds, (e) the Credit Facility Mandatory Tender Date applicable to such Series 2012C Bonds and (f) any Business Day selected by the Authority, with the prior written approval of the Credit Facility Provider, upon not less than 15 days’ notice to the Trustee (or such fewer number of days as shall be acceptable to the Trustee), *provided* that such Series 2012C Bonds would otherwise be redeemable at the option of the Authority on such date.

(31) **“Mandatory Tender Notice”** means a notice of a Mandatory Tender Date given by the Trustee in accordance with Section 3.04(d).

(32) **“Notice Parties”** means, collectively, the Trustee and, if applicable, any Registrar and Paying Agent other than the Trustee, any Remarketing Agent and any Credit Facility Provider.

(33) **“Optional Tender Date”** means (a) with respect to Daily Rate Bonds, any Business Day and (b) with respect to Weekly Rate Bonds, any Business Day not fewer than three Business Days after the date of receipt of an Optional Tender Notice by the Remarketing Agent and the Trustee if such date is an Interest Payment Date, or seven calendar days after the date of receipt of such Optional Tender Notice by the Remarketing Agent and the Trustee in the case of any other date.

(34) **“Optional Tender Notice”** means an irrevocable notice given to the Remarketing Agent and the Trustee by the Holder of any Series 2012C Bond in accordance with Section 3.04 of the Trust Agreement of such Holder’s election to tender such Series 2012C Bond for purchase.

(35) **“Original Trust”** shall have the meaning set forth in the Recitals.

(36) **“Purchase Price”** means an amount equal to the principal amount of any Series 2012C Bonds purchased on any Tender Date, plus accrued interest, if any, to any Tender Date that is not an Interest Payment Date, plus in the case of the purchase of any Fixed Rate Bonds, a premium equal to the premium, if any, that would be payable if such Fixed Rate Bonds were redeemed at the option of the Authority on such Mandatory Tender Date.

(37) **“Remarketing Agent”** means Citigroup Global Markets Inc. and any other Remarketing Agent appointed pursuant to Section 5.01 and their successors and assigns.

(38) **“Remarketing Agreement”** means the Remarketing Agreement dated as of December 1, 2012, among the Authority, and the Remarketing Agent relating to the Series 2012C Bonds.

(39) **“Second Supplement”** means this Second Supplemental Trust Agreement, as amended and supplemented from time to time.

(40) **“Series 2012B Bonds”** means the Authority’s Passenger Facility Charge Revenue Bonds, Series 2012B, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds – AMT).

(41) **“Series 2012C Bonds”** means the Authority’s Variable Rate Passenger Facility Charge Revenue Bonds, Series 2012C, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds – AMT).

(42) **“Series 2012 B/C Bonds”** means collectively, the Series 2012B Bonds and the Series 2012C Bonds.

(43) **“Series 2012 Debt Service Reserve Fund”** means the debt service reserve fund established pursuant to Section 4.01 of the First Supplement.

(44) **“Series 2012 Debt Service Reserve Fund Requirement”** means when used with respect to or in connection with the Series 2012B Bonds, the Series 2012C Bonds or any other Series of Bonds secured by the 2012 Debt Service Reserve Fund, as of any particular date of computation, an amount equal to the least of (i) 10% of the proceeds of the Series of Bonds secured thereby, (ii) Maximum Annual Debt Service on all outstanding Bonds secured thereby, and (iii) 125% of the average annual debt service requirements of all Bonds secured thereby.

(45) **“Series 2012C Interest Payment Date”** means, when used (a) with respect to or in connection with (i) Daily Rate Bonds and Weekly Rate Bonds, the first Business Day of each month and each Mandatory Tender Date applicable to such Bonds, (ii) Fixed Rate Bonds with a Fixed Rate Period of fewer than six months, the day following the last day of such Fixed Rate Period, (iii) Fixed Rate Bonds with a Fixed Rate Period of six months or longer (other than any such Fixed Rate Period that is described in clause (iv) below), the first day of the calendar month that is six months after the commencement of such Fixed Rate Period, the first day of each sixth calendar month thereafter and the day following the last day of such Fixed Rate Period, (iv) Fixed Rate Bonds with a Fixed Rate Period extending to the maturity date of the Series 2012C Bonds, each January 1 and July 1, (v) with respect to Commercial Paper Rate Bonds, each Mandatory Tender Date applicable to such Bonds and (vi) Credit Facility Bonds, the first Business Day of each month; and (b) in any case, the maturity or redemption date of the Series 2012C Bonds.

(46) **“Series 2012B Interest Payment Date”** means, when used with respect to or in connection with the Series 2012B Bonds, June 1 and December 1 of each year.

(47) **“Short-Term Rate”** means the Daily Rate, the Weekly Rate or the Commercial Paper Rate.

(48) **“Short-Term Rate Bonds”** means Daily Rate Bonds, Weekly Rate Bonds and Commercial Paper Rate Bonds.

(49) **“Substitute 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 meeting the requirements of and delivered in accordance with Section 5.03, as amended, modified, and supplemented from time to time.

(50) **“Tender Date”** means an Optional Tender Date or a Mandatory Tender Date.

(51) **“Termination Date”** means with respect to Series 2012C Bonds secured by a Credit Facility, (i) the last Business Day that is at least five days prior to the stated expiration date of such Credit Facility and (ii) the effective date of each Substitute Credit Facility that replaces any Credit Facility securing such Series 2012C Bonds.

(52) **“Term Loan Maturity Date”** shall have the meaning set forth in the Credit Facility Agreement.

(53) **“Trust Agreement”** means the Original Trust, as amended and supplemented by the First Supplement and this Second Supplement, as the same may be further amended and supplemented from time to time.

(54) **“Weekly Rate”** means, when used with respect to the Series 2012C Bonds, the weekly rate or rates of interest borne by such Series 2012C Bonds determined in accordance with Section 2.04(c) of the Trust Agreement.

(55) **“Weekly Rate Bonds”** means any Series 2012C Bonds that bear interest at the Weekly Rate.

(56) **“Weekly Rate Period”** has the meaning set forth in Section 2.04(c) of the Trust Agreement.

(57) **“2012 Letter of Credit”** means the irrevocable direct pay letter of credit issued by the Bank pursuant to the 2012 Letter of Credit Agreement, securing the timely payment of the purchase price of the Series 2012C Bonds on any Optional Tender Date or Mandatory Tender Date.

(58) **“2012 Letter of Credit Agreement”** means the Letter of Credit and Reimbursement Agreement dated as of December 1, 2012, between the Authority and the Bank, as the same may be amended and supplemented.

(59) **“2012B/C Airport Facilities Projects”** means the acquisition, construction and improvement of the facilities described in Appendix C or such facilities, as the context shall require, as amended from time to time.

(60) **“2012B/C Bond Fund”** means the fund established pursuant to Section 4.01(b).

(61) **“2012B/C Construction Account”** means the Construction Account established pursuant to Section 4.01(a).

(62) **“2012B/C Financing Agreement”** means the Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Thurgood Marshall Airport dated as of December 1, 2012 between the Authority and the MAA.

(63) **“2012B/C Lease and Assignment”** means Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facilities Charges dated as of December 1, 2012, between the State and the MAA and the Authority

Section 1.02. Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Second Supplement:

(a) The table of contents and the headings or captions used in this Second Supplement are for convenience of reference and do not constitute a part of this Second Supplement, or affect its meaning, construction or effect.

(b) Any reference in this Second Supplement to a particular “Article,” “Section,” “Appendix” or other subdivision shall be to such Article, Section, Appendix or subdivision of this Second Supplement unless the context shall otherwise require.

(c) During any period in which no Credit Facility and no Credit Facility Agreement shall be in effect, the provisions of this Second Supplement that relate to the Credit Facility, the Credit Facility Provider and the Credit Facility Agreement shall be of no force and effect. Any provision of this Second Supplement requiring the consent or direction of the Credit Facility Provider shall be of no force and effect during any period in which any Credit Facility Default shall be continuing.

(d) The 2012B/C Airport Facilities Projects shall constitute “Additional Facilities” for all purposes of the Trust Agreement.

(e) In all other respects, the rules set forth in Section 1.02 of the Original Trust shall apply to this Second Supplement unless the context shall otherwise require.

**ARTICLE II
AUTHORIZATION AND DETAILS OF SERIES 2012B/C BONDS**

Section 2.01. Series 2012B/C Bonds Authorized.

(a) The Authority is hereby authorized to issue two Series of Bonds, one Series in the aggregate principal amount of Ninety-Two Million Seventy Thousand Dollars (\$92,070,000) designated “Maryland Transportation Authority Passenger Facility Charge Revenue Bonds, Series 2012B, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds-AMT)” and a second series in the aggregate principal amount of Forty-Three Million Four Hundred Thousand Dollars (\$43,400,000) designated “Maryland Transportation Authority Variable Rate Passenger Facility Charge Revenue Bonds, Series 2012C, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds-AMT).”

(b) The Series 2012B/C Bonds are issued pursuant to Section 2.05 of the Original Trust and constitute Additional Bonds under the Trust Agreement, entitled to the benefit and security of the Trust Agreement and secured equally and ratably on parity with the outstanding Series 2003A Bonds and Series 2012A Bonds to the extent provided herein and in the Trust Agreement.

(c) The Series 2012B/C Bonds constitute Tax-Exempt Bonds under the Trust Agreement.

Section 2.02. Details of Series 2012B Bonds.

(a) The Series 2012B Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations, shall bear interest at the rate or rates of interest per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) set forth below and shall mature on June 1 of the years and in amounts as follows:

<u>Due June 1</u>	<u>Principal Amount</u>	<u>Interest Rate[†]</u>	<u>Due June 1</u>	<u>Principal Amount</u>	<u>Interest Rate[†]</u>
2014	\$5,460,000	2.000%	2021	\$6,780,000	2.000%
2015	5,570,000	2.000	2022	6,915,000	2.125
2016	5,680,000	3.000	2023	7,060,000	2.250
2017	5,850,000	3.000	2024	7,220,000	2.375
2018	6,025,000	4.000	2025	7,390,000	2.500
2019	6,265,000	4.000	2026	7,575,000	2.500
2020	6,515,000	4.000	2027	7,765,000	2.625

(b) The Series 2012B Bonds shall be substantially in the form set forth in Appendix A, with such insertions, omissions and variations as may be deemed necessary or appropriate by the officers of the Authority executing the same and as shall be permitted by the Enabling Legislation. The Authority hereby adopts the form of Series 2012B Bond set forth in Appendix 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 2012B Bonds. The covenants and conditions set forth in the form of Series 2012B Bond are incorporated into the Trust Agreement by reference and shall be binding upon the Authority as though set forth in full herein.

(c) The Series 2012B Bonds shall be subject to redemption prior to maturity as provided in Section 3.01 and shall otherwise have the terms, tenor, denominations, details and specifications as set forth in the form of Series 2012B Bonds included in Appendix A.

(d) The printing of CUSIP numbers on the Series 2012B Bonds shall have no legal effect and shall not affect the enforceability of any Series 2012B Bond.

Section 2.03. Details of Series 2012C Bonds; Change of Terms.

(a) Details of Series 2012C Bonds.

The Series 2012C Bonds shall be issued as fully registered bonds without coupons in Authorized Denominations. The Series 2012C Bonds shall mature on June 1, 2032, shall bear interest and be subject to mandatory and optional redemption and purchase prior to maturity and shall otherwise have the terms, tenor, denominations, details and specifications as set forth herein and in the form of Series 2012C Bond attached hereto as Appendix B and made a part hereof with such insertions, omissions and variations as may be deemed necessary or appropriate by the Authority Representative executing the same and as shall be permitted by the Act. The Authority hereby adopts the form of Series 2012C Bond set forth in Appendix B, 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 2012C Bonds. The covenants and conditions set forth in such form are incorporated into the Trust Agreement by reference and shall be binding upon the Authority as though set forth in full herein. Upon any change in Interest Mode, if and to the extent deemed necessary or appropriate by the Authority, a new form of Series 2012C Bond shall be prepared which contains the terms of the Series 2012C Bonds applicable in the new Interest Mode.

The Series 2012C Bonds may contain, or have endorsed thereon, any notations, legends or endorsements not inconsistent with the provisions of the Trust Agreement as may be necessary or desirable and as may be determined by an Authority Representative prior to the authentication and delivery of such Series 2012C Bonds. The execution and delivery of the Series 2012C Bonds by the Authority in accordance with the Trust Agreement shall be conclusive evidence of the approval of the form of such Series 2012C Bonds by the Authority, including any insertions, omissions, variations, notations, legends or endorsements authorized by this Second Supplement.

The printing of CUSIP numbers on the Series 2012C Bonds shall have no legal effect and shall not affect the enforceability of any Series 2012C Bond.

(b) Change of Terms.

The Authority may change the terms of the Series 2012C Bonds in any Interest Mode. Prior to the effective date of any such change, there shall be delivered to the Trustee (i) a Notice thereof, (ii) a Favorable Opinion of Bond Counsel, (iii) the written consent of the Credit Facility Provider with respect to such Series 2012C Bonds and (iv) evidence satisfactory to the Trustee that such change will not adversely affect the ability of the Trustee to realize under the Credit Facility amounts sufficient to pay the principal or the Purchase Price of such Series 2012C Bonds when due plus the number of days' interest thereon that could be realized thereunder immediately prior to such change, calculated at the Maximum Rate. Notwithstanding the foregoing, no change in the terms of any Series 2012C Bond pursuant to this Section shall become effective with respect to any Series 2012C Bond unless (A) at least 10 days' Notice of such change has been given to the holder of such Series 2012C Bond, and (B) the effective date of such change is not earlier than the immediately succeeding Tender Date applicable to such Series 2012C Bond (including any date that may constitute a Tender Date upon the election of the holder of such Series 2012C Bond). The Trustee shall give Notice to the other Notice Parties

and each of the Rating Agencies of any change in the terms of any Bonds promptly upon its receipt of the items referred to in this paragraph.

Section 2.04. Determination of Interest Rates on the Series 2012C Bonds.

(a) General.

(i) The Series 2012C Bonds shall initially bear interest at the [Weekly Rate]. The Series 2012C Bonds shall bear interest from the date of their initial authentication and delivery. Interest on the Series 2012C Bonds shall be payable in arrears on each Series 2012C Interest Payment Date, commencing on the first Series 2012C Interest Payment Date after the date of initial delivery of the Series 2012C Bonds.

(ii) Some or all of the Series 2012C Bonds in any Interest Mode may be changed to any other Interest Mode at the times and in the manner provided herein. Subsequent to any such change in Interest Mode, any Series 2012C Bond may again be changed to a different Interest Mode at the times and in the manner provided herein.

(iii) The amount of interest payable with respect to any Series 2012C Bonds on any Series 2012C Interest Payment Date shall be computed (A) with respect to Fixed Rate Bonds with a Fixed Rate Period of fewer than six months and Short-Term Rate Bonds, on the basis of a 365-day year (or 366-day year in leap years) for the number of days actually elapsed and (B) with respect to Fixed Rate Bonds with a Fixed Rate Period of six months or longer, on the basis of a 360-day year of twelve 30-day months.

(iv) All determinations of the interest rates borne by the Series 2012C Bonds and any Commercial Paper Rate Periods in accordance with this Second Supplement shall be conclusive and binding upon the Authority, the Trustee, the Credit Facility Provider and the holders of the Series 2012C Bonds.

(v) Neither the Authority nor the Remarketing Agent shall be liable to any Bondholder for failure to give any notice specified in this Section or for the failure of any Bondholder to receive any such notice.

(vi) Any particular time specified in this Section for the giving of notice or the taking of any other action may be modified by written agreement of the Notice Parties.

(b) Daily Rate.

The Daily Rate shall be determined by the Remarketing Agent not later than 10:00 a.m. on each Calculation Date applicable to Daily Rate Bonds and shall be equal to the lower of (i) the Maximum Rate applicable to such Daily Rate Bonds and (ii) the minimum rate that, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would enable the Remarketing Agent to sell all Daily Rate Bonds on such Calculation Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon. The Daily Rate determined by the Remarketing Agent for Daily Rate Bonds on each Calculation Date shall be in effect from and including such Calculation Date to but excluding the earlier of (A) the immediately succeeding Calculation Date and (B) the immediately succeeding Mandatory Tender Date applicable to such Bonds (each, a "Daily Rate Period"). If the Remarketing Agent

shall not have determined the Daily Rate on a Calculation Date for any Daily Rate Period, the Daily Rate for such Daily Rate Period shall be the Daily Rate for the immediately preceding Daily Rate Period.

(c) Weekly Rate.

The initial Weekly Rate for the Bonds shall be 0.15% per annum. The Series 2012C Bonds shall bear interest at the initial Weekly Rate from and including the date of initial delivery thereof to, but excluding, the first Adjustment Date after such date of initial delivery thereof. Thereafter, the Weekly Rate for Weekly Rate Bonds shall be determined by the Remarketing Agent on each Calculation Date applicable to such Weekly Rate Bonds and shall be equal to the lower of (i) the Maximum Rate applicable to such Weekly Rate Bonds and (ii) the minimum rate that, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would enable the Remarketing Agent to sell all Weekly Rate Bonds on the Adjustment Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon. The Weekly Rate so determined shall be effective from and including such Adjustment Date to, but excluding, the earlier of (A) the immediately succeeding Adjustment Date applicable to such Weekly Rate Bonds, and (B) the immediately succeeding Mandatory Tender Date applicable to such Weekly Rate Bonds (each, a "Weekly Rate Period"). If a Remarketing Agent shall not have determined the Weekly Rate on a Calculation Date for any Weekly Rate Period, the Weekly Rate for such Weekly Rate Period shall be the Weekly Rate for the immediately preceding Weekly Rate Period.

(d) Commercial Paper Rate.

(i) The Remarketing Agent shall determine a Commercial Paper Rate Period for each Commercial Paper Rate Bond on (A) each Calculation Date applicable to such Commercial Paper Rate Bond and (B) any date on which such Series 2012C Bond ceases to be a Credit Facility Bond. Each such Commercial Paper Rate Period shall terminate on the day immediately preceding a Business Day and shall contain the number of days not in excess of 270 days that, in the judgment of the Remarketing Agent as of the date of determination, when considered together with Commercial Paper Rate Periods applicable to other Commercial Paper Rate Bonds, produces the greatest likelihood of the lowest net interest cost on such Series 2012C Bonds to the Authority over the life of such Series 2012C Bonds. Each Commercial Paper Rate determined by the Remarketing Agent for any Commercial Paper Rate Period shall remain in effect from the first day of such Commercial Paper Rate Period to, but excluding, the first day of the immediately succeeding interest period (each, a "Commercial Paper Rate Period").

(ii) It is recognized that (A) the Remarketing Agent may, in the exercise of its judgment, determine Commercial Paper Rate Periods that result in interest rates on Commercial Paper Rate Bonds that are higher than those that would be borne by other Commercial Paper Rate Bonds with other Commercial Paper Rate Periods in order to increase the likelihood of achieving the lowest overall debt service cost on such Bonds to the Authority and (B) in view of the uncertainties involved in forecasting interest rates, the Remarketing Agent may establish different Commercial Paper Rate Periods for Commercial Paper Rate Bonds of the same series, on the same date in order to achieve an average of Commercial Paper Rate Periods that, in its judgment, is most likely to achieve the lowest debt service on such Commercial Paper Rate Bonds. The determination of Commercial Paper Rate Periods for Commercial Paper Rate Bonds by the Remarketing Agent as herein provided shall be based upon the market for and the relative

yields of such Series 2012C Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the judgment of the Remarketing Agent, are otherwise comparable to such Series 2012C Bonds, or any fact or circumstance relating to such Series 2012C Bonds or affecting the market for such Series 2012C Bonds or affecting such other comparable securities in a manner that, in the judgment of the Remarketing Agent, will affect the market for such Series 2012C Bonds. The Remarketing Agent, in the exercise of its judgment, may consider such information and resources as it deems appropriate in making the determinations required by this paragraph, but the Remarketing Agent's determination of the Commercial Paper Rate Period for each Commercial Paper Rate Bond shall be based solely upon the Remarketing Agent's judgment.

(iii) Notwithstanding the foregoing provisions of this paragraph, (A) the Remarketing Agent shall determine the Commercial Paper Rate Periods in such manner as shall permit (1) the redemption of Series 2012C Bonds from the Sinking Fund Installments on the due dates for the payment thereof and (2) upon receipt of Notice of the aggregate principal amount of Commercial Paper Rate Bonds to be redeemed on any date at the option of the Authority or to be converted to another Interest Mode on any date, the Remarketing Agent shall determine Commercial Paper Rate Periods for Commercial Paper Rate Bonds in a manner that shall permit the redemption or conversion, respectively, of such Series 2012C Bonds on such date to the extent possible, taking into account the Commercial Paper Rate Periods then in effect with respect to such Series 2012C Bonds; and (B) any Commercial Paper Rate Period applicable to any Commercial Paper Rate Bond will automatically end on the day preceding any Termination Date applicable to such Series 2012C Bond and the maturity date of the Series 2012C Bonds.

(iv) The Commercial Paper Rate for Commercial Paper Rate Bonds shall be determined by the Remarketing Agent for such Commercial Paper Rate Bonds on each Calculation Date applicable to such Commercial Paper Rate Bonds and shall be equal to the lower of (i) the Maximum Rate applicable to such Commercial Paper Rate Bonds and (ii) the minimum rate that, in the judgment of the Remarketing Agent, taking into account prevailing market conditions, would enable the Remarketing Agent to sell all of such Commercial Paper Rate Bonds on the Calculation Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon. It is understood that different Commercial Paper Rates may be determined for Commercial Paper Rate Bonds having identical Commercial Paper Rate Periods. If the Remarketing Agent shall not have determined the Commercial Paper Rate on a Calculation Date for any Commercial Paper Rate Period, the Commercial Paper Rate for such Commercial Paper Rate Period and the Commercial Paper Rate Period shall be the Commercial Paper Rate and Commercial Paper Rate Period for the immediately preceding Commercial Paper Rate Period.

(e) Fixed Rate.

The Fixed Rate borne by Fixed Rate Bonds during any Fixed Rate Period applicable to such Fixed Rate Bonds shall be the interest rate determined by the Remarketing Agent with respect to such Fixed Rate Bonds on the Calculation Date for such Fixed Rate Period to be the minimum rate that, in the judgment of such Remarketing Agent, taking into account prevailing market conditions, would enable such Remarketing Agent to sell all of such Fixed Rate Bonds on the first day of such Fixed Rate Period at a price equal to the principal amount thereof plus accrued interest, if any, thereon. If particular Fixed Rate Bonds shall have been selected for redemption from particular Sinking Fund Installments, the Remarketing Agent with respect to

such Fixed Rate Bonds may determine a different Fixed Rate for the Fixed Rate Bonds to be redeemed from each such Sinking Fund Installment. Each Fixed Rate determined by the Remarketing Agent for any Fixed Rate Period shall remain in effect from and including the Fixed Rate Date on which such Fixed Rate Period commences to and including the last day of such Fixed Rate Period.

The Authority may establish Fixed Rate Periods of the same or different lengths. If, 15 days before the last day of any Fixed Rate Period applicable to any Fixed Rate Bonds for which a successor Fixed Rate Period has not been established in accordance with this Section, the Authority has not elected to change the Interest Mode applicable to such Series 2012C Bonds or to change the length of the Fixed Rate Periods, a new Fixed Rate Period shall be deemed to have been established having the same number of months as the Fixed Rate Period then ending if such Fixed Rate Period was shorter than 12 months and otherwise having 12 months (or such fewer number of months as shall remain until the maturity date of such Series 2012C Bonds), and a new Fixed Rate shall be determined as provided in paragraph (f) below as if the Authority had elected to establish a new Fixed Rate Period, except that no Favorable Opinion of Bond Counsel shall be required. If such Fixed Rate Period ends after the due date for the payment of any Sinking Fund Installment upon Notice from the Authority received by the Trustee at least 15 days before the Fixed Rate Date on which such Fixed Rate Period begins (or such fewer number of days as shall be acceptable to the Trustee), the Trustee shall select particular Series 2012C Bonds in an aggregate principal amount equal to the amount of such Sinking Fund Installment to be redeemed from such Sinking Fund Installment.

(f) Change of Interest Mode and Fixed Rate Periods.

(i) The Authority may from time to time (A) change the Interest Mode applicable to all or any of the Series 2012C Bonds or (B) change the Fixed Rate Periods applicable to all or any of the Series 2012C Bonds, in each case by delivering to the Trustee (1) at least 15 days before the proposed Conversion Date (or such fewer number of days as shall be acceptable to the Trustee) written notice specifying (I) the Interest Mode applicable to the Series 2012C Bonds prior to the proposed change, (II) the proposed change and (III) the Conversion Date, together with the written consent of the Credit Facility Provider for any conversion to an Interest Mode other than the Weekly Rate or Daily Rate, provided however, such consent shall be granted by the Credit Facility Provider if evidence of the remarketing of Series 2012C Bonds to be converted is provided, and (2) on the Conversion Date, a Favorable Opinion of Bond Counsel. The Trustee shall deliver copies of such notice and opinion upon receipt to the other Notice Parties and each Rating Agency. Prior to any change of the Interest Mode applicable to only a portion of the Series 2012C Bonds, the Authority shall obtain written confirmation from each Rating Agency that such change will not result in the withdrawal or reduction of its rating on Series 2012C Bonds. Prior to any change of the Interest Mode on any Series 2012C Bonds to a Commercial Paper Rate, the Authority shall obtain written confirmation from each Rating Agency that such change will not result in the withdrawal or reduction of its rating on such Series 2012C Bonds.

(ii) Each Conversion Date applicable to any Series 2012C Bonds shall be a day on which such Series 2012C Bonds are subject to redemption at the option of the Authority.

(iii) If the Interest Mode applicable to fewer than all of the Series 2012C Bonds in an Interest Mode is to be changed, the Trustee shall select the particular Series 2012C

Bonds or portions of Series 2012C Bonds the Interest Mode on which is to be changed in such manner as the Authority shall direct or, in the absence of any direction, by lot or in such other manner as shall be deemed appropriate by the Trustee, *provided* that the portion of any Series 2012C Bond the Interest Mode on which is changed and the portion remaining in the same Interest Mode each shall be in a principal amount equal to an Authorized Denomination after giving effect to such change. At least 10 days before each Conversion Date with respect to any Series 2012C Bonds, the Trustee shall mail a Mandatory Tender Notice to each holder of such Series 2012C Bonds in accordance with Section 3.04(d).

(iv) At any time prior to any Conversion Date, the Authority may rescind its election to change the Interest Mode or the Fixed Rate Periods applicable to any Series 2012C Bonds by Notice to the Trustee. If the Authority rescinds its election to change the Interest Mode or the Fixed Rate Periods applicable to any Series 2012C Bonds or if any condition precedent to such change shall not have been satisfied, such Series 2012C Bonds shall continue in the same Interest Mode and, if a Fixed Rate Period is then in effect and no succeeding Fixed Rate Period shall have theretofore been established, a new Fixed Rate Period shall be established in accordance with Section 2.04(e). Upon receipt of Notice of any such rescission, the Trustee shall promptly give notice of such rescission to the other Notice Parties, each Rating Agency and the holders of such Series 2012C Bonds.

(g) Maximum Rate.

The Authority may from time to time change the Maximum Rate applicable to Series 2012C Bonds in any Interest Mode by delivering to the Trustee (i) a Notice setting forth the new Maximum Rate, (ii) a Favorable Opinion of Bond Counsel with respect to such change in the Maximum Rate and (iii) an amendment of the Credit Facility securing such Series 2012C Bonds or other evidence satisfactory to the Trustee that the amount that can be realized under such Credit Facility for the payment of interest on such Series 2012C Bonds is equal to the number of days' interest on all outstanding Bonds secured by such Credit Facility that could be realized immediately prior to such change, calculated at the Maximum Rate after giving effect to such change, less, if any Excluded Bonds are then outstanding, the amount, if any, that will be restored to the amount available to be realized under the Credit Facility for the payment of interest on such Series 2012C Bonds on the date such Bonds cease to be Excluded Bonds. The Trustee shall give written notice to the Remarketing Agent and each of the Rating Agencies of any change in the Maximum Rate promptly upon its receipt of the items referred to in this paragraph.

(h) Notice of Interest Rates.

On each Calculation Date, the Remarketing Agent shall give notice to the other Notice Parties of the interest rate or rates determined for such Series 2012C Bonds on such date and in the case of Commercial Paper Rate Bonds, the Commercial Paper Rate Periods applicable to such Bonds by telephone, telex or other electronic transmission (promptly confirmed in writing in the case of any oral notice). The determination of the interest rates on the Series 2012C Bonds by the Remarketing Agent as provided in this Section shall be conclusive and binding on the Holders of such Series 2012C Bonds, the Authority, and the Trustee.

(i) **Credit Facility Bonds.**

As provided in Section 2.03(h) of the Original Trust, Credit Facility Bonds shall bear interest at such interest rate as is specified in the related Credit Facility Agreement.

Section 2.05. Sinking Fund Installments.

(a) The Series 2012C Bonds are subject to redemption prior to maturity, at the principal amount thereof plus accrued interest to the redemption date, from mandatory Sinking Fund Installments becoming due on June 1 of the following years in the following amounts:

<u>Year</u>	<u>Sinking Fund Installments</u>
2028	\$7,855,000
2029	8,245,000
2030	8,660,000
2031	9,095,000
2032	9,545,000 *

* Final maturity.

(b) In the event that Series 2012C Bonds maturing on June 1, 2032 are subject to redemption at the option of the Authority, an amount equal to the principal amount of the Series 2012C Bonds so redeemed shall be credited toward remaining Sinking Fund Installments for such Series 2012C Bonds in such order and amount as the Authority shall specify. In the event that Series 2012C Bonds are subject to redemption at the option of the Authority, an amount equal to the principal amount of the Series 2012C Bonds so redeemed shall be credited toward remaining Sinking Fund Installments for such Series 2012C Bonds in such order and amount as the Authority shall specify. The Authority may reduce the Sinking Fund Installment due on any date by an amount equal to the aggregate principal amount of Series 2012C Bonds surrendered uncanceled to the Trustee, purchased with amounts on deposit in the 2012B/C Bond Fund or the Redemption Fund or redeemed prior to such date and not theretofore credited against a Sinking Fund Installment. In addition, the Authority may increase or decrease the Sinking Fund Installment due on any date by Notice to the Trustee if there shall first be delivered to the Trustee a Favorable Opinion of Bond Counsel with respect to such increase or decrease and the prior written consent of the Credit Facility Provider. Each such election shall be made at least 15 days before the due date for payment of such Sinking Fund Installment, or such fewer number of days as shall be acceptable to the Trustee. The Trustee shall deliver copies of the notices and opinion required by this paragraph to the Remarketing Agent, the Credit Facility Provider and the Rating Agencies.

Notwithstanding the foregoing provisions of this Section, the amount of any Sinking Fund Installment due on any date may not be reduced to an amount less than the outstanding amount of Series 2012C Bonds that previously have been selected for redemption on such date except as provided in Section 3.04.

Section 2.06. Conditions Precedent to Delivery of Series 2012B/C Bonds.

The Series 2012B/C Bonds shall be executed by the Authority and delivered to the Trustee, whereupon the Trustee shall authenticate the Series 2012B/C Bonds and, upon payment of the purchase price of such Series 2012B/C Bonds, shall deliver the Series 2012B/C Bonds upon the Order of the Authority, but only upon receipt by the Trustee of each of the following:

- (a) the written consent of the MAA;
- (b) an executed counterpart of this Second Supplement, duly executed by the Authority and the Trustee;
- (c) an Order of the Authority directing the authentication and delivery of the Series 2012B/C Bonds designating their purchaser, stating the purchase price of the Series 2012B/C Bonds, directing the application of the proceeds of the Series 2012B/C Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the Authority;
- (d) an Opinion of Bond Counsel to the effect that (i) this Second Supplement has been duly authorized, executed and delivered by the Authority and, assuming the due authorization, execution and delivery thereof by the Trustee, constitutes the valid and binding obligation of the Authority; (ii) the Authority is duly authorized and entitled to issue the Series 2012B/C Bonds, and Series 2012B/C Bonds executed, authenticated and delivered as provided in the Trust Agreement have been duly and validly issued and constitute valid and binding limited obligations of the Authority; (iii) the issuance of the Series 2012B/C Bonds will not adversely affect the excludability from gross income, for federal income tax purposes, of interest paid on any Tax-Exempt Bonds heretofore issued; and (iv) interest on the Series 2012B/C Bonds is not includable in gross income for federal tax purposes;
- (e) the Credit Facility executed by the Bank;
- (f) a Certificate of the Authority to the effect that, upon the authentication and delivery of the Series 2012B/C Bonds, no Event of Default shall exist under the Trust Agreement;
- (g) written approval of the FAA of payment of the costs of the 2012B/C Airport Facilities Projects with PFCs and the issuance of the Series 2012B/C Bonds for such purpose;
- (h) a Certificate of the Authority to the effect that (i) the amount of the Pledged Revenues actually collected during the most recent Bond Year was not less than 150% of the Debt Service Requirements of Outstanding Bonds for such Bond Year, (ii) during each of the five Bond Years immediately succeeding the later of the date of delivery of the Series 2012B/C Bonds and the date to which interest on the Series 2012B/C Bonds has been funded, the estimated Pledged Revenues to be actually collected during each such Bond Year are projected to be not less than 150% of the Debt Service Requirements of Outstanding Bonds for such Bond Year, taking into account the Series 2012B/C Bonds and (iii) if any Credit Facility is then in effect, the Authority has satisfied the requirements of the related Credit Facility Agreement regarding issuance of the Series 2012B/C Bonds; and

(i) \$10,107,725, being the amount required to make the amount on deposit in the Series 2012 Debt Service Reserve Fund equal the Debt Service Reserve Fund Requirement for the Series 2012B/C Bonds and the Series 2012A Bonds upon the issuance of such Series 2012B/C Bonds.

Section 2.07. Application of Proceeds of Series 2012B/C Bonds.

The proceeds of the Series 2012B/C Bonds shall be received by the Trustee on behalf of the Authority. Upon receipt of the proceeds of the Series 2012B/C Bonds the Trustee shall deposit such proceeds in accordance with the Order of the Authority delivered pursuant to Section 2.06(c).

Section 2.08. Payment of the Bonds.

The principal or Redemption Price of and interest on the Bonds and the Purchase Price of Bonds shall be payable in lawful money of the United States of America. Interest due on the Bonds shall be payable to the persons in whose name such Bonds are registered on the registration books maintained by the Trustee as of the close of business on the Record Date for the payment of such interest.

**ARTICLE III
REDEMPTION AND PURCHASE OF SERIES 2012B/C BONDS**

Section 3.01. Redemption of Series 2012B/C Bonds.

(a) **Optional Redemption of Series 2012B Bonds.**

Series 2012B Bonds maturing on or after June 1, 2021 are subject to redemption prior to maturity beginning on June 1, 2020, at the option of the Authority, as a whole or in part at any time, at a price equal to the principal amount of such Series 2012B Bonds to be redeemed, plus accrued interest thereon to the date set for redemption.

In lieu of redeeming any Series 2012B Bonds called for redemption, the Authority shall have the right to purchase such Series 2012B Bonds or cause such Series 2012B Bonds to be purchased on the date named for redemption at a price equal to the principal amount of such Series 2012B Bonds, plus accrued interest thereon to the date set for redemption, and by their acceptance of the Series 2012B Bonds, the holders thereof agree to sell the Series 2012B Bonds to or upon the order of the Authority on such date. If there shall have been deposited with the Trustee the purchase price of such Series 2012B Bonds on such date, then such Series 2012B Bonds shall be deemed to have been purchased on such date whether or not the holders thereof surrender such Series 2012B Bonds for purchase and such holders shall not be entitled to interest accruing on such Series 2012B Bonds subsequent to such date and shall have no claims with respect thereto except to receive the purchase price of such Series 2012B Bonds so held by the Trustee.

(b) **Optional Redemption of Series 2012C Bonds.**

(1) Daily Rate Bonds and Weekly Rate Bonds are subject to redemption prior to maturity at the option of the Authority in whole or in part at any time, at a Redemption Price

equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

(2) Commercial Paper Rate Bonds are subject to redemption prior to maturity at the option of the Authority in whole or in part on any Mandatory Tender Date applicable to such Series 2012C Bonds, at a Purchase Price or redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption plus a premium equal to the premium that would be payable if such Series 2012C Bonds were to be redeemed on such date.

(3) Fixed Rate Bonds are subject to redemption prior to maturity, in whole or in part, at the option of the Authority during any Fixed Rate Period longer than one year applicable to such Fixed Rate Bonds, on or after the Interest Payment Date next succeeding the date that is the earlier of (A) the tenth anniversary of the Fixed Rate Date for such Fixed Rate Period and (B) the anniversary of such Fixed Rate Date that approximates more closely than any other such anniversary date the date that occurs at the midpoint of such Fixed Rate Period at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, plus a premium (expressed as a percentage of the principal amount of such Bonds to be redeemed) that for the first redemption date is equal to the lesser of (1) two percent (2%) and (2) one-half of one percent (1/2%) times the number of years between the calendar year of such redemption date and the calendar year during which such Fixed Rate Period ends (including for purposes of computation the calendar year of such redemption date but excluding the calendar year during which such Fixed Rate Period ends) and that shall decline by one-half of one percent (1/2%) annually thereafter.

(c) Mandatory Sinking Fund Redemption.

Series 2012B/C Bonds are subject to mandatory redemption prior to maturity on each date on which a Sinking Fund Installment becomes due in an amount equal to the amount of such Sinking Fund Installment at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

(d) Mandatory Redemption of Bonds Constituting Credit Facility Bonds.

Each Credit Facility Bond is subject to redemption prior to maturity, in accordance with the amortization schedule set forth in the Credit Facility Agreement. Promptly after the purchase of any Series 2012C Bond with amounts realized under a Credit Facility, the Trustee at the direction of the Authority shall prepare a schedule of such mandatory redemption payments consistent with this paragraph and provide such schedule to the Authority, and the Credit Facility Provider. Such redemption shall be at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium. Credit Facility Bonds shall be redeemed pursuant to the provisions of this paragraph without any notice from or direction by the Authority.

(e) Change of Redemption and Purchase Provisions Applicable to Series 2012C Bonds.

The Authority may make any change in the redemption and purchase provisions applicable to the Series 2012C Bonds, *provided* that (i) such change shall not become effective with respect to any Series 2012C Bond until the immediately succeeding Tender Date applicable

to such Series 2012C Bond (including any date that may constitute a Tender Date upon the election of the Holder of such Bond), (ii) provision shall have been made for the giving of Notice of such change to the Holder of such Series 2012C Bond at least 20 days prior to such date, and (iii) there shall have been delivered to the Authority and the Trustee a Favorable Opinion of Bond Counsel and written consent of the Credit Facility Provider with respect to such Series 2012C Bonds; provided however, such consent shall be granted if the Credit Facility Provider is provided with proof of the source of payment for the Series 2012C Bonds.

(f) Payment of Redemption Price.

Notwithstanding the foregoing provisions of this Section, the Redemption Price of the Series 2012C Bonds (other than any Credit Facility Bonds) secured by the Credit Facility shall be paid solely from Eligible Moneys unless (i) such Series 2012C Bonds do not bear a short-term rating assigned by a Rating Agency at the time of such purchase, (ii) there is delivered to the Authority and the Trustee written evidence that such payment will not result in the withdrawal or reduction of such rating from each Rating Agency or (iii) a Credit Facility Default shall have occurred and be continuing.

Section 3.02. Notice of Redemption of Bonds.

Notwithstanding the provisions of Section 3.02 of the Trust Agreement, notice of the redemption of Series 2012B Bonds need not be given to the registered owners of such Series 2012B Bonds more than 20 days prior to the redemption date.

Section 3.03. Optional Redemption Subject to Deposit of Funds.

Any redemption of the Series 2012B/C Bonds shall be subject to the deposit of funds for such redemption by or on behalf of the Authority.

Section 3.04. Optional and Mandatory Tender of Series 2012C Bonds

(a) Optional Tender of Daily Rate Bonds and Weekly Rate Bonds.

A Daily Rate Bond or Weekly Rate Bond (in each case, other than any Excluded Bond) or portion thereof will be purchased, but solely from remarketing proceeds and amounts realized under the Credit Facility supporting such Series 2012C Bond and any other moneys made available for such purpose (*provided* that the portion of any such Series 2012C Bond to be purchased and the portion to be retained shall be in an Authorized Denomination) at the Purchase Price upon:

(i) irrevocable written or telephonic notice from the owner of such Series 2012C Bond to the Remarketing Agent and the Trustee, promptly confirmed in writing in the case of any telephonic notice (each, an “Optional Tender Notice”), which notice shall set forth (A) the principal amount of such Series 2012C Bond or such portion thereof to be purchased and (B) the Optional Tender Date on which such Series 2012C Bond or such portion thereof is to be purchased; and

(ii) delivery of such Series 2012C Bond (with an appropriate instrument of transfer satisfactory to the Trustee executed in blank by the registered owner with the signature

guaranteed by a bank, trust company or member firm of the New York Stock Exchange) to the Trustee not later than 10:30 a.m., Baltimore, Maryland Time (for Series 2012C Bonds bearing interest at a Weekly Rate), or 12:00 noon, Baltimore, Maryland Time (for Series 2012C Bonds bearing interest at a Daily Rate) on the Optional Tender Date.

With respect to Daily Rate Bonds, the Optional Tender Notice shall be delivered not later than 11:00 a.m. on the Optional Tender Date.

Notwithstanding the foregoing, no Series 2012C Bond shall be required to be purchased in accordance with this paragraph unless such Series 2012C Bond is remarketed or purchased with amounts realized under the Credit Facility and the failure to purchase any such Series 2012C Bonds will not constitute an Event of Default hereunder.

(b) Mandatory Tender.

The Series 2012C Bonds (other than any Excluded Bonds) are subject to mandatory tender and purchase (but solely from remarketing proceeds, amounts realized under the Credit Facility and any other moneys made available for such purpose) on each Mandatory Tender Date applicable to such Series 2012C Bonds at the Purchase Price. In the event of a mandatory tender and purchase as a result of a termination of a Credit Facility, such Series 2012C Bonds shall be purchased with amounts advanced under the terminating Credit Facility if remarketing proceeds are not sufficient thereof. Notwithstanding the foregoing, no Series 2012C Bond shall be required to be purchased on any Mandatory Tender Date in accordance with this paragraph unless such Series 2012C Bond is remarketed or purchased with amounts realized under the Credit Facility and the failure to purchase any such Series 2012C Bonds will not constitute an Event of Default hereunder.

If the Authority fails to purchase or cause to be purchased any Series 2012C Bond on any proposed Mandatory Tender Date, such mandatory tender and purchase shall be of no force and effect and all Series 2012C Bonds subject to mandatory tender on such date shall be returned to the holders thereof and shall continue to bear interest in the same Interest Mode, which will be determined in the manner in which it was determined as if no Mandatory Tender Notice had been given.

(c) Special Mandatory Tender of Series 2012C Bonds.

If the Trustee shall receive written notice from the Credit Facility Provider that an Event of Default under and as defined in the Credit Facility Agreement has occurred and is continuing, then the Trustee shall establish a Credit Facility Mandatory Tender Date which shall be applicable to all outstanding Series 2012C Bonds secured by the Credit Facility issued thereunder, which shall be within one Business Day after the date of receipt by the Trustee of such notice, and give written notice thereof to the Authority. The Trustee shall immediately thereafter give Notice of such Credit Facility Mandatory Tender Date required by Section 3.04(d), *provided* that such Series 2012C Bonds shall be subject to mandatory tender on such Credit Facility Mandatory Tender Date whether or not such Notice is given. On or prior to any such Credit Facility Mandatory Tender Date, the Trustee shall take such steps as shall be necessary to realize funds under such Credit Facility in accordance with the provisions of Section 4.08 and give notice thereof to the Rating Agencies. In the event of the establishment of a Credit Facility Mandatory Tender Date with respect to any Series 2012C Bonds, interest on such Series

2012C Bonds shall immediately cease to accrue to the holder of such Series 2012C Bonds on such Credit Facility Mandatory Tender Date.

(d) Notice of Receipt of Optional Tender Notices; Mandatory Tender Notices.

(i) The Trustee shall give notice to the other Notice Parties by telephone, telex or other electronic transmission (confirmed in writing in the case of any oral notice) of each Optional Tender Notice received by the Trustee, which notice shall specify the principal amount of such Series 2012C Bonds to be purchased and the Optional Tender Date. The Trustee shall give Notice to the other Notice Parties and each Rating Agency of each Mandatory Tender Date applicable to the Series 2012C Bonds at least 15 days before such date and shall give Notice thereof to each holder of such Series 2012C Bonds at least 10 days before such Mandatory Tender Date (except that with regard to a Credit Facility Mandatory Tender Date, such notice shall be given immediately upon the establishment of a Credit Facility Mandatory Tender Date). Each Mandatory Tender Notice shall state:

(A) if the Mandatory Tender Date is a Conversion Date that such Series 2012C Bonds will be converted to another Interest Mode or that the length of the Fixed Rate Period is to be changed (as the case may be) on the Conversion Date specified therein;

(B) that such Series 2012C Bonds must be tendered for purchase at or before 10:00 a.m. on the Mandatory Tender Date to the Trustee with an instrument of transfer satisfactory to the Trustee executed in blank by the registered owner with the signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange, and that Series 2012C Bonds so tendered will be purchased on the Mandatory Tender Date at a Purchase Price equal to 100% of the principal amount thereof and accrued interest, if any, thereon plus, in the case of the purchase of any Fixed Rate Bonds, a premium equal to the premium, if any, that would be payable if such Fixed Rate Bonds were redeemed at the option of the Authority on such Mandatory Tender Date;

(C) if the Mandatory Tender Date is a Termination Date or a Credit Facility Mandatory Tender Date (1) that the Credit Facility then in effect will expire and the date on which it will expire; (2) that after such date, such Series 2012C Bonds will no longer be secured by such Credit Facility; and (3) whether any ratings that shall have been assigned to such Series 2012C Bonds at the request of the Authority will be reduced or withdrawn;

(D) that if there shall be on deposit with the Trustee an amount sufficient to pay the Purchase Price of such Series 2012C Bonds in accordance with this Trust Agreement on such Mandatory Tender Date, such Series 2012C Bonds will be deemed to have been purchased on such Mandatory Tender Date and shall cease to bear interest to the holder of such Series 2012C Bonds as of such Mandatory Tender Date whether or not such Series 2012C Bonds are tendered to the Trustee on such date and that the holders of such Series 2012C Bonds shall have no rights with respect thereto or under this Trust Agreement except to receive the Purchase Price of such Series 2012C Bonds; and

(ii) The Series 2012C Bonds will be subject to mandatory tender on each Mandatory Tender Date applicable to such Series 2012C Bonds notwithstanding any failure of the Trustee to give any notice required hereunder or any defect therein.

(e) Payment of Purchase Price.

The Purchase Price of Series 2012C Bonds secured by the Credit Facility tendered for purchase on each Tender Date applicable to such Series 2012C Bonds shall be paid by the Trustee from the following sources in the following order of priority:

FIRST: from proceeds of the remarketing of Series 2012C Bonds (other than any remarketing of Series 2012C Bonds to the Authority);

SECOND: from moneys realized under the Credit Facility;

THIRD: from any other Eligible Moneys paid to the Trustee for the payment of the Purchase Price of such Series 2012C Bonds; and

FOURTH: from any other amounts paid to the Trustee for the payment of the Purchase Price of such Series 2012C Bonds.

Notwithstanding any provision hereof to the contrary, the failure of the Authority to purchase any or all Series 2012C Bonds tendered for purchase on a Tender Date because of a failure to remarket all of the Series 2012C Bonds tendered for purchase or failure of the Credit Facility Provider to honor a demand for payment under the Credit Facility shall not constitute an Event of Default hereunder.

(f) Delivery of Series 2012C Bonds.

Series 2012C Bonds tendered to the Trustee on any Tender Date applicable to such Series 2012C Bonds shall be delivered by the Trustee as follows:

(1) Series 2012C Bonds secured by the Credit Facility that are remarketed shall be exchanged for other Series 2012C Bonds, as necessary to correspond to the denominations in which such Series 2012C Bonds have been sold and shall be re-registered and made available at the direction of the purchasers thereof; *provided*, that the Trustee shall not register the transfer of remarketed Credit Facility Bonds until the Trustee shall have received written notice from the Credit Facility Provider that the amount available to be drawn under the Credit Facility for the payment of the Purchase Price of such Credit Facility Bonds shall have been reinstated by an amount equal to the principal amount of such Credit Facility Bonds and 43 days' interest thereon (or such other number of days as may be required by any Rating Agency), calculated at the Maximum Rate;

(2) Series 2012C Bonds, the principal portion of the Purchase Price of which shall have been paid from amounts realized under the Credit Facility shall be registered in the

name of the Credit Facility Provider or otherwise upon the direction of the Credit Facility Provider and delivered to or upon the order of the Credit Facility Provider; and

(3) Series 2012C Bonds the principal portion of the Purchase Price of which shall have been paid from any other moneys shall be registered to or upon the order of the Authority or canceled as shall be directed by the Authority.

(g) Purchased Series 2012C Bonds Not Discharged.

Anything in this Second Supplement to the contrary notwithstanding, Series 2012C Bonds purchased in accordance with this Section shall not be deemed to have been redeemed, paid or discharged pursuant to this Second Supplement, except as expressly provided herein.

(h) Nondelivery of Series 2012C Bonds.

If any Series 2012C Bond is not delivered to the Trustee on any Tender Date applicable to such Series 2012C Bond, the Trustee shall register the transfer of such Series 2012C Bond to the purchaser thereof and shall authenticate and deliver a new Series 2012C Bond in accordance with the provisions of paragraph (f) above, notwithstanding such nondelivery, and the holder of such Series 2012C Bond shall have no further rights with respect thereto except to receive payment of the Purchase Price of such Series 2012C Bond.

(i) Series 2012C Bonds Not to Be Remarketed to Authority.

(1) During any period in which the Credit Facility is in effect and no Credit Facility Default shall have occurred, the Remarketing Agent shall not knowingly remarket any Series 2012C Bonds (other than Credit Facility Bonds) to the Authority unless the entire Purchase Price thereof is paid from Eligible Moneys.

(2) Notwithstanding the foregoing, no Series 2012C Bond shall be remarketed, registered or delivered to any person other than the Credit Facility Provider on any Termination Date applicable to such Series 2012C Bond unless (i) a Substitute Credit Facility securing such Series 2012C Bond shall have been delivered to the Trustee or (ii) there shall have been delivered to the Authority and the Trustee a Favorable Opinion of Bond Counsel.

**ARTICLE IV
FUNDS AND ACCOUNTS**

Section 4.01. Funds and Accounts.

(a) There is hereby created the 2012B/C Construction Account within the Construction Fund created by the Trust Agreement.

(b) As permitted by Section 2.05 of the Original Trust, there is hereby created the 2012B/C Bond Fund for the Series 2012B/C Bonds, which shall include the 2012B/C Interest Account, a 2012B/C Principal Account, and a Purchase Account. The 2012B/C Bond Fund shall be held separate and apart from the Bond Fund heretofore created under the Trust Agreement. Pending the application thereof in accordance with the Trust Agreement, amounts on deposit in

the 2012B/C Bond Fund are hereby pledged to the payment of the principal of and interest on the outstanding Series 2012B/C Bonds. The provisions of the Trust Agreement with respect to the Bond Fund as in effect immediately prior to the execution and delivery of this Second Supplement shall apply to the 2012B/C Bond Fund in all respects, *provided* that the 2012B/C Bond Fund shall secure only the Series 2012B/C Bonds and, to the extent provided in any Supplemental Trust Agreement authorizing the issuance of any other Additional Bonds, such Additional Bonds and the Bond Fund heretofore created under the Trust Agreement and any other Bond Fund created hereafter for other Bonds shall not secure the Series 2012B/C Bonds.

(c) Any provision of the Trust Agreement notwithstanding, amounts on deposit in the Series 2012 Debt Service Reserve Fund (formerly the Series 2012A Debt Service Reserve Fund) are hereby pledged solely and exclusively to the payment of debt service on the Series 2012B/C Bonds, the Series 2012A Bonds or any Additional Bonds pursuant to a Supplemental Trust Agreement and for reimbursement of any Credit Facility Provider for drawings on a Credit Facility to pay debt service. No amounts on deposit in any other Debt Service Reserve Fund under the Trust Agreement shall be available for the payment of debt service on the Series 2012B/C Bonds or the Series 2012A Bonds.

Section 4.02. Deposit of Pledged Revenues.

(a) On the first day of each month, the Trustee shall transfer from amounts in the PFC Revenue Fund the following amounts, in addition to amounts required to be transferred or paid therefrom under Section 4.03 of the Original Trust and Section 4.02 of the First Supplement:

(1) to the 2012B/C Interest Account:

(i) with respect to the Series 2012B Bonds, to a subaccount for the Series 2012B Bonds within the 2012B/C Interest Account, the lesser of (A) during the period from the date of delivery of the Series 2012B Bonds, one-sixth (1/6) of the interest becoming due on the outstanding Series 2012B Bonds on the immediately succeeding Interest Payment Date with respect to the Series 2012B Bonds, and (B) the amount, if any, necessary to make the amount on deposit therein equal to interest becoming due on the outstanding Series 2012B Bonds on the immediately succeeding Interest Payment Date; and

(ii) with respect to the Series 2012C Bonds, to a subaccount for the Series 2012C Bonds within the 2012B/C Interest Account, (A) during any Daily Rate Period, Weekly Rate Period, Fixed Rate Period of fewer than six months or Commercial Paper Period of fewer than six months, the amount equal to the interest becoming due on the Series 2012C Bonds on the immediately succeeding Interest Payment Date or such lesser amount as shall be required to make the amount on deposit in such subaccount of the 2012B/C Interest Account equal to the interest becoming due on the outstanding Series 2012C Bonds on the immediately succeeding Interest Payment Date, (B) during any Fixed Rate Period or Commercial Paper Period of six months or longer, one sixth (1/6) of the amount equal to the interest becoming due on the Series 2012C Bonds on the immediately succeeding Interest Payment Date or such lesser amount as shall be required to make the amount on deposit in such subaccount of the 2012B/C Interest Account equal to the interest becoming due on the outstanding Series 2012C Bonds on the immediately succeeding Interest Payment.

(2) to the 2012B/C Principal Account, the lesser of (i) one-twelfth (1/12) of the amount of the principal of or Sinking fund Installment for the Series 2012B/C Bonds Outstanding becoming due on the immediately succeeding June 1 and (ii) the amount, if any, necessary to make the amount on deposit therein equal to principal of the outstanding Series 2012B/C Bonds becoming due on the immediately succeeding June 1;

(3) to the 2012B/C Interest Account and the 2012B/C Principal Account, an amount equal to any deficiency in the amount deposited in the 2012B/C Bond Fund in any prior month below the amount which was required to be deposited in the 2012B/C Bond Fund in accordance with this Section; and

(4) after making the payments and transfers required by the provisions of Section 4.02(a)(1), (2) and (3) of this Second Supplement, Section 4.03(a)(i), (ii) and (ii) of the First Supplement and Section 4.03(a)(i) and (ii) of the Original Trust, to the Series 2012 Debt Service Reserve Fund, beginning in the month immediately succeeding any month in which the Authority receives notice of any deficiency in the Series 2012 Debt Service Reserve Fund (A) one-fourth (1/4) of the amount of such deficiency if the value of the assets credited to the Series 2012 Debt Service Reserve Fund is less than 90% of the Series 2012 Debt Service Reserve Fund Requirement and such deficiency results from a decline in the value of the assets of the Debt Service Reserve Fund, (B) one-twelfth (1/12) of the amount of such deficiency if such deficiency results from a withdrawal from the Series 2012 Debt Service Reserve Fund or (C) one-sixth (1/6) of the amount of such deficiency if such deficiency results from the failure of the Authority to deliver to the Trustee a Debt Service Reserve Fund Credit Facility (or a commitment therefor) which meets the requirements of Section 4.09 of the Original Trust in substitution for any Debt Service Reserve Fund Credit Facility held to the credit of the Series 2012 Debt Service Reserve Fund prior to the first day of the sixth month before the expiration of the Debt Service Reserve Fund Credit Facility then in effect, in each case until the amount credited to the Series 2012 Debt Service Reserve Fund equals the Series 2012 Debt Service Reserve Fund Requirement.

(b) In accordance with Section 2.05 of the Original Trust, if on any date on which any amounts are required to be transferred from the PFC Revenue Fund (i) to the Bond Fund created by the Original Trust, the 2012A Bond Fund, the 2012B/C Bond Fund and any other Bond Fund created pursuant to any Supplemental Trust Agreement for any other Additional Bonds (collectively, the "Bond Funds"), the amount on deposit therein shall be insufficient to make all of such transfers, then the Trustee shall allocate the amount available to be transferred to the Bond Funds on such date *pro rata* among all of the Bond Funds on the basis of the respective amounts of the principal of, the Sinking Fund Installments for and the interest on the Series of Bonds secured thereby required to be deposited on such date, or (ii) to the Debt Service Reserve Fund created by the Original Trust, the Series 2012 Debt Service Reserve Fund and any Debt Service Reserve Fund created pursuant to any Supplemental Trust Agreement for any other Additional Bonds (collectively, the "Debt Service Reserve Funds"), the amount on deposit therein shall be insufficient to make all of such transfers, then after the transfers to the Bond Funds and payment of Administrative Expenses required to be made under the Trust Agreement on such date, the Trustee shall allocate the amount available to be transferred to the Debt Service

Reserve Funds on such date *pro rata* among all of the Debt Service Reserve Funds on the basis of the respective aggregate principal amounts of the Bonds Outstanding secured by such Debt Service Reserve Funds.

(c) Proceeds from the remarketing of the Series 2012C Bonds shall be deposited in the Purchase Account of the 2012B/C Bond Fund.

(d) Amounts realized under the Credit Facility shall be deposited in accordance with the provisions of Section 4.04 of this Second Supplement.

Section 4.03. 2012B/C Bond Fund

Amounts on deposit in the 2012B/C Bond Fund shall be applied as follows:

a) On each Interest Payment Date, on the redemption date of any Series 2012B/C Bonds, on the maturity date of such Series 2012B/C Bonds, the interest due on the outstanding Series 2012B/C Bonds on such date shall be paid by the Trustee from amounts on deposit in the 2012B/C Interest Account.

(b) On each Tender Date, the Purchase Price of outstanding Series 2012C Bonds required to be purchased on such date shall be paid by the Trustee from amounts on deposit in the Purchase Account.

(c) On each date on which the principal of or any Sinking Fund Installment for any outstanding Series 2012B/C Bonds, as applicable, becomes due and payable, the principal or Redemption Price of such Series 2012B/C Bonds shall be paid by the Trustee from amounts on deposit in the 2012B/C Principal Account.

(d) At the direction of the Authority, the Trustee shall endeavor to purchase any Series 2012C Bonds from Eligible Moneys at the most advantageous price then obtainable with reasonable diligence; *provided*, however, that if particular Series 2012C Bonds shall have been previously selected for redemption from the Sinking Fund Installment due on any date, there shall remain on deposit in the 2012B/C Principal Account an amount equal to the aggregate principal amount of such Series 2012B/C Bonds then outstanding to be redeemed on the immediately succeeding June 1.

(e) Notwithstanding the foregoing provisions of this Section, so long as the Credit Facility is in effect, the Trustee shall hold all amounts deposited in the 2012B/C Bond Fund in separate segregated subaccounts therein, which may not be commingled, according to the source of the moneys so deposited and when the Trustee is required to apply any moneys on deposit in the 2012B/C Bond Fund to the payment of Series 2012C Bonds, moneys from the following sources shall be applied in the following order of priority:

FIRST: (but only with respect to payments of the Purchase Price of the Series 2012C Bonds) from remarketing proceeds deposited in the Purchase Account (other than remarketing proceeds actually known by the Trustee to have been derived from the purchase of Series 2012C Bonds by the Authority, unless such proceeds otherwise constitute Eligible Moneys);

SECOND: from moneys drawn under the Credit Facility and deposited in the 2012B/C Bond Fund;

THIRD: from any other Eligible Moneys on deposit in the 2012B/C Bond Fund; and

FOURTH: from any other moneys on deposit in the 2012B/C Bond Fund.

(f) Notwithstanding the foregoing provisions of this Section, so long as the Credit Facility is in effect or any there are any amounts owed to the Credit Facility Provider under the Credit Facility, amounts on deposit in the 2012B/C Bond Fund shall be applied on any date to reimburse the Credit Facility Provider for amounts paid under the Credit Facility and to the payment of the principal of and interest on any Credit Facility Bonds, *provided* that all payments with respect to all other Series 2012C Bonds secured by the Credit Facility due on such date shall have been made. Notwithstanding any other provision of this Section, remarketing proceeds (other than the proceeds from the remarketing of any Credit Facility Bonds) and amounts realized under the Credit Facility shall not be applied to the payment of any Excluded Bonds.

Section 4.04. Realization of Funds under Credit Facility.

So long as a Credit Facility is in effect with respect to the Series 2012C Bonds:

(a) On or before each Series 2012C Interest Payment Date, the redemption date of any Series 2012C Bonds and the maturity date of any Series 2012C Bonds, the Trustee shall draw a draft under the Credit Facility in accordance with the terms of the Credit Facility (or take such other steps as shall be necessary to realize funds thereunder), to the extent permitted thereby, in an amount calculated by the Trustee to be equal to the interest due on all outstanding Series 2012C Bonds secured by the Credit Facility (other than Excluded Bonds) on such date, which drawing shall be made or steps taken in sufficient time to permit the Trustee to realize such amount on such date. Such drawings shall be made in accordance with the terms of the 2012 Letter of Credit. The amount so drawn shall be deposited in a subaccount of the 2012B/C Interest Account.

(b) On or before each Tender Date, the Trustee shall draw a draft under the Credit Facility in accordance with the terms of the Credit Facility (or take such other steps as shall be necessary to realize funds thereunder), to the extent permitted thereby, in an amount calculated by the Trustee to be equal to the Purchase Price of outstanding Series 2012C Bonds secured by the Credit Facility (other than Excluded Bonds) to be purchased on such Tender Date, less the amount of remarketing proceeds on deposit in the Purchase Account on such date, which drawing shall be made or steps taken in sufficient time to permit the Trustee to realize funds on such Tender Date in the amount required to pay such Purchase Price. Such drawings shall be made in accordance with the terms of the 2012 Letter of Credit. The amount so drawn shall be deposited in a subaccount of the Purchase Account.

(c) On or before each redemption date of the Series 2012C Bonds (other than the due date for the payment of any Sinking Fund Installment), the Trustee shall draw a draft under the Credit Facility in accordance with the terms of the Credit Facility (or take such other steps as shall be necessary to realize funds thereunder), to the extent permitted thereby, in an amount calculated by the Trustee to be equal to the Redemption Price of the outstanding Bonds secured

by the Credit Facility (other than Excluded Bonds) to be redeemed on such date, which drawing shall be made or steps taken in sufficient time to permit the Trustee to realize such amount on such date. Such drawings shall be made in accordance with the terms of the 2012 Letter of Credit. The amount so drawn shall be deposited in a subaccount of the Redemption Fund.

(d) On or before the due date for the payment of any Sinking Fund Installment and on the maturity date of the Series 2012C Bonds, the Trustee shall draw under the Credit Facility in accordance with the terms of the Credit Facility (or take such other steps as shall be necessary to realize funds thereunder), to the extent permitted thereby, in an amount calculated by the Trustee to be equal to the principal amount of the outstanding Series 2012C Bonds secured by the Credit Facility (other than Excluded Bonds) due on such date, which drawing shall be made or steps taken in sufficient time to permit the Trustee to realize such amount on such date. Such drawings shall be made in accordance with the terms of the 2012 Letter of Credit. The amount so drawn shall be deposited in a subaccount of the Principal Account.

(e) On or prior to each date on which the Trustee shall request a drawing under the Credit Facility, the Trustee shall deliver to the Credit Facility Provider any certificate required under the Credit Facility.

(f) Moneys in any of the funds and accounts established by this Second Supplement may be invested, but only in Permitted Investments maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from such funds and accounts. Moneys drawn under the Credit Facility and held in the subaccounts within the 2012B/C Bond Fund and remarketing proceeds in the Purchase Account of the 2012B/C Bond Fund shall be invested only in Government Obligations maturing or redeemable at the option of the holder in the lesser of 30 days or when needed. The Trustee shall invest amounts on deposit in the funds and accounts held by the Trustee in accordance with this Section 4.09 of the Original Trust.

ARTICLE V PARTICULAR COVENANTS

Section 5.01. Representations of the Authority.

The Authority represents and covenants that: (a) it is duly authorized under the Constitution and laws of the State, particularly the Enabling Legislation, to issue the Series 2012B/C Bonds, to enter into this Second Supplement and to pledge the Trust Estate in the manner and to the extent set forth in the Trust Agreement, (b) all action on its part for the issuance of the Series 2012B/C Bonds has been duly and effectively taken, and (c) the Series 2012B/C Bonds when issued in accordance with the Trust Agreement will be valid and binding obligations of the Authority.

Section 5.02. 2012B/C Lease and Assignment; Financing Agreement.

The Authority shall perform its obligations under, and enforce the performance of the obligations of the other parties to, the 2012B/C Lease and Assignment and the 2012B/C Financing Agreement (“Facilities Contracts”), in each case to the extent necessary to permit the Authority to meet its obligations under the Trust Agreement and the Credit Facility Agreement.

The Authority shall take all reasonable measures permitted by law to enforce payment to it of all Pledged Revenues, and to defend, preserve and protect the rights, benefits and privileges of the Authority under the Facilities Contracts.

Section 5.03. Credit Facilities; Substitute Credit Facilities.

(a) The Trustee in its name or in the name of the Authority shall enforce all rights of the Trustee and all obligations of the Credit Facility Provider under and pursuant to the Credit Facilities for the benefit of the holders of the Series 2012C Bonds secured thereby (including, without limitation, the obligation of the Credit Facility Provider to honor drafts duly presented in accordance with the terms of such Credit Facility), whether or not the Authority is in default hereunder. The Trustee shall give notice to the Authority and the Rating Agencies of any extension of the Credit Facility.

(b) The Authority may at any time and from time to time deliver to the Trustee a Substitute Credit Facility in substitution for the Credit Facility upon not fewer than 40 days' Notice to the Trustee and the Remarketing Agent (or such fewer number of days as shall be acceptable to the Trustee), *provided* that there shall first be delivered to the Trustee each of the following: (i) a Favorable Opinion of Bond Counsel; (ii) an Opinion of counsel to the issuer of the Substitute Credit Facility satisfactory to the Authority to the effect that such Credit Facility constitutes a valid and binding obligation of the issuer of such Credit Facility; and (iii) an Opinion of counsel satisfactory to the Authority to the effect that the exemption of the Series 2012C Bonds from the registration requirements of the Securities Act of 1933, as amended, and the exemption of this Trust Agreement from qualification under the Trust Indenture Act of 1939, as amended, will not be impaired as a result of the delivery of such Credit Facility. The Trustee shall surrender the Credit Facility for which any Substitute Credit Facility is substituted to the provider thereof five days after the effective date of any such Substitute Credit Facility.

(c) In the event of a draw under any Credit Facility to pay the Purchase Price of the Series 2012C Bonds upon a Mandatory Tender Date relating to the issuance and delivery of a Substitute Credit Facility, the Trustee shall draw moneys under the Credit Facility in effect on and prior to such Mandatory Tender Date and shall not draw upon the Substitute Credit Facility that will become effective on or after such Mandatory Tender Date.

**ARTICLE VI
REMARKETING AGENT**

Section 6.01. Remarketing Agent.

(a) The Remarketing Agent and any successor shall accept the duties and obligations imposed on it under this Trust Agreement and the Remarketing Agreement by written instrument delivered to the Authority, the Credit Facility Provider and the Trustee. The Remarketing Agent may resign at any time with 45 days' Notice to the other Notice Parties and may be removed by the Authority, (i) at any time upon failure of the Remarketing Agent to perform its duties under the Remarketing Agreement and (ii) upon 45 days' Notice in any other case. Upon the resignation or removal of the Remarketing Agent, the Authority shall appoint a substitute Remarketing Agent, which shall be a member of the National Association of Securities Dealers, Inc.

(b) If the Remarketing Agent resigns or is removed or is incapable of performing its duties hereunder and no substitute Remarketing Agent is appointed, the Trustee shall perform the function of giving notice of any optional tender in accordance with Section 3.04.

(c) The Remarketing Agent shall not have any lien whatsoever on any proceeds of the remarketing of Bonds or amounts realized under any Credit Facility. At or prior to 10:15 a.m. on the Tender Date, the Remarketing Agent shall transfer to the Trustee any proceeds of the remarketing of Bonds received by the Remarketing Agent.

(d) The Remarketing Agent shall remarket the Daily Rate Bonds and the Weekly Rate Bonds at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

Section 6.02. Notice of Successor Remarketing Agent.

Within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, the Trustee shall give Notice thereof to the Holders and to each of the Rating Agencies.

**ARTICLE VII
DEFEASANCE**

Section 7.01. Defeasance.

The Series 2012B/C Bonds shall be defeased in accordance with the provisions of Article IX of the Original Trust, provided however, any Series 2012C Bonds bearing interest at a Weekly Rate or Daily Rate shall not be subject to defeasance under Article IX of the Original Trust, but may be redeemed at the option of the Authority pursuant to Section 3.01(b) hereof.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01. Execution in Several Counterparts.

This Second Supplement 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 8.02. Governing Law.

This Second Supplement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 8.03. Effect of Partial Invalidity; Severability.

If any clause, provision or section of this Second Supplement or of the Series 2012B/C Bonds is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Second Supplement or the Series 2012B/C Bonds, as applicable, shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Second Supplement or the Series 2012B/C Bonds is

held to be in violation of law, such agreement or obligation shall nevertheless be determined to be the agreement or obligation of the Authority or the Trustee, as the case may be, to the full extent permitted by law.

Section 8.04. Consent of Holders; Evidence of Signatures of Holders and Ownership of Bonds.

Any request, direction, consent or other instrument which the 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, by their attorneys duly appointed in writing or by their legal representatives. Except as otherwise expressly provided herein, proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any person of such Series 2012B/C Bonds shall be sufficient for any purpose of the Trust Agreement and shall be conclusive in favor of the Trustee and the Authority with regard to any action taken by either under such instrument if made in the following manner, but the Trustee or the Authority may nevertheless in its discretion require further or other proof in any case in which it deems such further or other proof desirable:

(a) the fact and date of the execution by any holder of Series 2012B Bonds or Series 2012C Bonds or his attorney or legal representative of such instrument may be proved by the 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 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; and the authority of any 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 a vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary, its cashier or an assistant cashier; and

(b) the ownership of Series 2012B Bonds and Series 2012C Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration books established with respect to such bonds.

Any other provision of the Trust Agreement to the contrary notwithstanding, , the Credit Facility Provider shall be deemed to be the Holder of all of the outstanding Series 2012C Bonds secured by the Credit Facility for the purposes of giving or withholding any consent, approval, vote, waiver or direction required or permitted to be given under the Trust Agreement by Holders, including (without limitation) any consent to any amendment of the Trust Agreement or the release of any security for the Series 2012C Bonds.

Notwithstanding the foregoing provisions of this Section, for the purposes of making any request or giving or withholding any consent, vote or direction permitted or required to be made or given by any holder of any Series 2012C Bond, so long as no Credit Facility Default shall have occurred and be continuing, the Credit Facility Provider shall be deemed to be the holder of the Series 2012C Bonds.

Any request, direction, consent or vote of the holder of any Series 2012B/C Bonds given in accordance with the Trust Agreement or any Supplemental Indenture shall bind all future holders of such Series 2012B/C Bonds with respect to anything done or suffered to be done or omitted to be done by the Authority or the Trustee in accordance therewith.

Section 8.05. Notices.

All notices required to be given or authorized to be given pursuant to this Second Supplement shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, addressed as follows (or to such other address as may be designated by Notice hereunder):

In the case of the Authority:

Maryland Transportation Authority
2310 Broening Highway, Suite 150
Baltimore, Maryland 21224
Attention: Chief Financial Officer
Telephone number: 410-537-1000
Telecopy number: 410-537-1090

With a copy to:

Office of the Attorney General
2310 Broening Highway, Suite 150
Baltimore, Maryland 21224
Attention: Principal Counsel
Telephone number: 410-537-1008
Telecopier Number: 410-537-1009

In the case of the Trustee:

Manufacturers and Traders Trust Company
Mail Code 101-591
25 South Charles Street
Baltimore, Maryland 21201
Attention: Ronald J. Kruppa
Telephone: (410) 244-4594
Facsimile: (410) 244-4236

In the case of the Credit Facility Provider:

Wells Fargo Bank
1753 Pinnacle Dr, 6th Floor
McLean, VA 22102-3833
Attn: Linda Abravanel

Phone: 703-760-6778

And

Wells Fargo Bank
301 South College Street, 15th Fl
Charlotte NC 28202
Attn: Barbara Carroll
Phone: 704-715-9060

And

Wells Fargo Bank
150 Fayetteville Street, 2nd Floor
Raleigh, NC 27601-1395
Attn: Rhonda Hinnant
Phone: 919-881-7227

In the case of the Remarketing Agent:

Citigroup Global Markets Inc.
390 Greenwich Street, 2nd Floor
New York, NY 10013
Attn: Manager, Short-Term Finance
Phone: 212-723-5594

In the case of the Rating Agencies:

Moody's Investors Service
7 World Trade Center
250 Greenwich Street
New York, NY 10007

Fitch, Inc.
One State Street Plaza
New York, NY 10004

Standard & Poor's
55 Water Street, 38th Floor
New York, New York 10041

Any of such addresses may be changed at any time upon Notice of such change given to the other parties by the party effecting the change.

(b) The Trustee shall mail to each of the Rating Agencies a notice of (i) any substitution of the Trustee; (ii) the expiration, termination, extension or substitution of a Credit Facility; (iii) any substitution of the Remarketing Agent; (iv) redemption or defeasance of the Series 2012B/C Bonds; (v) any conversion of the Interest Mode on the Series 2012C Bonds; (vi)

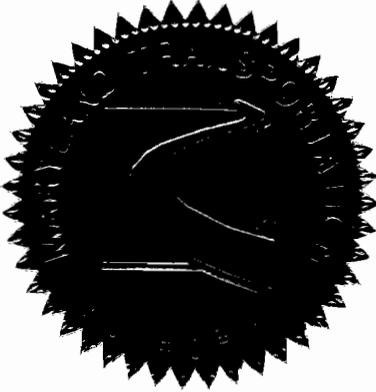
any Mandatory Tender Date; and (vii) any amendment of a Credit Facility or the Trust Agreement. The failure of the Authority or the Trustee to give to any Rating Agency any notice required under this Second Supplement shall not affect the validity of any action taken in accordance with the provisions hereof.

Section 8.06. Application of Provisions of this Second Supplement.

The provisions of this Second Supplement are intended to supplement and amend those of the Trust Agreement as in effect immediately prior to the execution and delivery hereof. Except as amended by this Second Supplement, the Trust Agreement shall remain in full force and effect and the provisions of the Trust Agreement shall apply with like force and effect to the Series 2012B/C Bonds except to the extent that the provisions of the Trust Agreement are expressly modified or their application expressly limited by the terms of this Second Supplement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Maryland Transportation Authority has caused this Second Supplemental Trust Agreement to be executed by its Executive Secretary, under the official seal of the Authority, and Manufacturers and Traders Trust Company, the Trustee hereunder, has caused this Second Supplemental 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: Harold M. Bartlett
Harold M. Bartlett
Executive Secretary

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee**

By: _____
Donald C. Hargadon
Vice President

Approved as to form and legal sufficiency:

By: Valerie J. Smith
Valerie J. Smith
Assistant Attorney General and
Principal Counsel to the Maryland
Transportation Authority

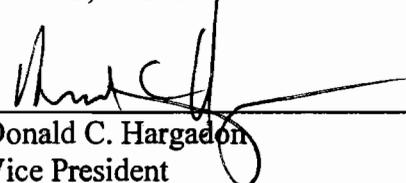
IN WITNESS WHEREOF, the Maryland Transportation Authority has caused this Second Supplemental Trust Agreement to be executed by its Executive Secretary, under the official seal of the Authority, and Manufacturers and Traders Trust Company, the Trustee hereunder, has caused this Second Supplemental Trust 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: _____
Harold M. Bartlett
Executive Secretary

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By:  _____
Donald C. Hargadon
Vice President

Approved as to form and legal sufficiency:

Valerie J. Smith
Assistant Attorney General and
Principal Counsel to the Maryland
Transportation Authority

[Signature page to Second Supplemental Trust Agreement]

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on the 30 day of November in the year 2012, before the subscriber, a Notary Public in and for the State of Maryland, personally came Harold M. Bartlett, Executive Secretary of the Maryland Transportation Authority (the "Authority"), and acknowledged that the name of said Authority was subscribed to the foregoing Second Supplemental 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 Second Supplemental 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.

TRUDY EDWARDS
NOTARY PUBLIC
BALTIMORE COUNTY, MARYLAND
MY COMMISSION EXPIRES 5/12/14

Trudy Edwards
Notary Public

My commission expires: 5/12/14

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on the ___ day of _____ in the year 2012, before the subscriber, a Notary Public in and for the State of Maryland, personally came Donald C. Hargadon, who is a Vice President of Manufacturers and Traders Trust Company (the "M&T Bank") and acknowledged that the name of said M&T Bank was subscribed to the foregoing Second Supplemental Trust Agreement by himself as a Vice President thereof, that the seal impressed thereon is the seal of said M&T Bank, that said name was subscribed and said seal impressed by the direction and authority of said M&T Bank and that the foregoing Second Supplemental Trust Agreement is the free act and deed of said M&T 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: _____

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on the ___ day of _____ in the year 2012, before the subscriber, a Notary Public in and for the State of Maryland, personally came Harold M. Bartlett, Executive Secretary of the Maryland Transportation Authority (the "Authority"), and acknowledged that the name of said Authority was subscribed to the foregoing Second Supplemental 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 Second Supplemental 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.

Notary Public

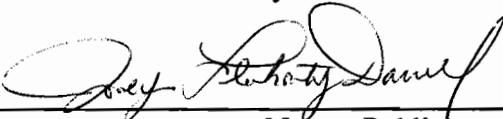
My commission expires: _____

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

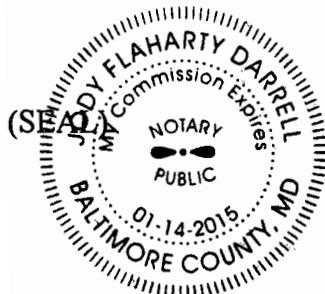
I HEREBY CERTIFY that on the 12th day of December in the year 2012, before the subscriber, a Notary Public in and for the State of Maryland, personally came Donald C. Hargadon, who is a Vice President of Manufacturers and Traders Trust Company (the "M&T Bank") and acknowledged that the name of said M&T Bank was subscribed to the foregoing Second Supplemental Trust Agreement by himself as a Vice President thereof, that the seal impressed thereon is the seal of said M&T Bank, that said name was subscribed and said seal impressed by the direction and authority of said M&T Bank and that the foregoing Second Supplemental Trust Agreement is the free act and deed of said M&T 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: 1-14-2015



**Appendix A to
Second Supplemental
Trust Agreement**

FORM OF SERIES 2012B BOND

(See Attached)

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR PART OF THE PRINCIPAL AMOUNT SHOWN BELOW HAS BEEN PAID

REGISTERED

UNITED STATES OF AMERICA

REGISTERED

STATE OF MARYLAND

No. R-1

\$ _____

MARYLAND TRANSPORTATION AUTHORITY

**Passenger Facility Charge Revenue Bond, Series 2012B
Baltimore/Washington International Thurgood Marshall Airport
(Qualified Airport Bonds - AMT)**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP No.</u>
June 1, 20__	_____%	_____	_____

Registered Owner: CEDE & CO.

Principal Amount: _____

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"), for value received, hereby promises to pay, but only from the Pledged Revenues (as defined in the Trust Agreement (defined and referred to herein)), and other amounts pledged to such payment under the Trust Agreement 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 (defined in the Trust Agreement) 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 6 hereof), with interest thereon from the most recent date to which interest has been paid, or if the date of authentication of this bond is prior to the first Interest Payment Date (defined herein), from the Dated Date set forth above at the Interest Rate shown above until said Principal Amount is paid, payable on June 1, 2013, and semiannually thereafter on December 1 and June 1 of each year (each, an "Interest Payment Date").

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 Manufacturers and Traders Trust Company, 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 wire transfer or 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 10 and not more than 15 days before the date set for the payment of such defaulted interest. Notice of any Special Record Date will be given to the Registered Owner hereof not later than 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.

This bond shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, of the Department, of the Maryland Aviation Administration (the "MAA") or of the Authority, or a pledge of the faith and credit of the State or any political subdivision thereof, the Department, the MAA, or the Authority, but shall be payable solely from the Pledged Revenues. Neither the State nor any political subdivision thereof, nor the Department, nor the MAA, 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 any political subdivision thereof, of the Department, of the MAA or of 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. Neither the Authority, nor Department nor the MAA has taxing power.

1. Trust Agreement. This bond is one of a duly authorized series of revenue bonds of the Authority aggregating Ninety-Two Million Seventy Thousand Dollars (\$92,070,000) in principal amount, known as "Maryland Transportation Authority Airport Passenger Facility Charge Revenue Bonds, Series 2012B, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT)" (the "Series 2012B Bonds"), duly authorized and issued by the Authority under and pursuant to (i) Title 4 of the Transportation Article of the Annotated Code of Maryland, as amended (the "Enabling Act"), (ii) certain proceedings of the Authority, and (iii) the Second Supplemental Trust Agreement dated as of December 1, 2012, by and between the Authority and the Trustee, amending and supplementing the Trust Agreement dated as of December 1, 2003, by and between the Authority and the Trustee (as so amended, the "Trust Agreement"). All capitalized terms used herein, 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.

The terms of the Series 2012B Bonds include those stated in the Trust Agreement and the Series 2012B Bonds are subject to all such terms. Executed counterparts of the Trust Agreement are on file at the Designated Office of the Trustee and at the offices of the Authority. 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 and the Trustee and the rights of the registered owners of the Series 2012B Bonds. By the acceptance of this bond, the Registered Owner hereof assents to all of the provisions of the Trust Agreement.

2. Lease and Assignment; Financing Agreement; Pledged Revenues. The Authority, the State and the MAA have entered into the Lease of Airport Facilities Projects at Baltimore/Washington International Airport and Assignment of Passenger Facility Charges dated as of December 1, 2003, the Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facility Charges dated as of April 1, 2012, and the Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facility Charges dated as of December 1, 2012, granting to the Authority a leasehold interest in the airport facilities projects and pursuant to which the MAA has assigned its rights to the Pledged Revenues to the Authority. The Authority and the MAA have entered into an Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Thurgood Marshall Airport dated as of December 1, 2012 under which the Authority has agreed to finance and refinance and the MAA has agreed to develop, construct, operate and maintain the airport facilities projects financed with proceeds of the Series 2012B Bonds on behalf of the Authority.

3. The Series 2012B Bonds. All of the Series 2012B Bonds are of like tenor except as to number, principal amount, maturity and interest rate provisions and mature on June 1 of the years and in the amounts and bear interest as set forth in the Trust Agreement.

4. Authorized Denominations. The Series 2012B Bonds are issuable only in registered form without coupons in denominations of \$5,000 and any integral multiple thereof.

5. Additional Bonds. The Authority has previously issued its Variable Rate Passenger Facility Charge Revenue Bonds, Baltimore/Washington International Airport Facility Projects, Series 2003A (Governmental Purpose Bonds) (the "Series 2003A Bonds") and its Passenger Facility Charge Revenue Bonds, Series 2012A, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT) (the "Series 2012A Bonds"). Simultaneous with the issuance of the Series 2012B Bonds, the Authority will issue its Variable Rate Passenger Facility Charge Revenue Bonds, Series 2012C, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds – AMT) (the "Series 2012C Bonds"). The Trust Agreement provides that Additional Bonds may be issued from time to time within the limitations and provisions of the Trust Agreement. The Series 2003A Bonds, the Series 2012A Bonds, the Series 2012B Bonds, the Series 2012C Bonds, and any other Additional Bonds issued within the limitations and provisions of the Trust Agreement shall be secured equally and ratably by the Pledged Revenues and other moneys pledged by the Authority, to the extent provided in the Trust Agreement.

6. Redemption. The Series 2012B Bonds are subject to optional redemption prior to maturity as provided in the Trust Agreement.

So long as the Series 2012B Bonds shall be maintained in book-entry form with a Securities Depository (as defined in the Trust Agreement) 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 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. The failure of the holder 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.

7. Defeasance. The Trust Agreement prescribes the manner in which it may be discharged and provides that Series 2012B 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 Series 2012B Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee.

8. 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.

9. Transfer and Exchange. This bond may be exchanged for an equal, aggregate principal amount of Series 2012B 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's 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.

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

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

12. 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 of Maryland 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 Acting 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 Dated Date.

[SEAL]

Harold M. Bartlett
Executive Secretary

Darrell B. Mobley
Acting Chairman

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is one of the bonds of the series designated therein and issued under the provisions of the Trust Agreement referred to therein. Signed original opinions of Valerie J. Smith, Assistant Attorney General and Principal Counsel to the Maryland Transportation Authority, and of its Bond Counsel, McKennon Shelton & Henn LLP, Baltimore, Maryland, are on file with the undersigned.

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Bond Registrar

By: _____
Authorized Officer

**Appendix B to
Second Supplemental
Trust Agreement**

FORM OF SERIES 2012C BOND

(See Attached)

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR PART OF THE PRINCIPAL AMOUNT SHOWN BELOW HAS BEEN PAID

REGISTERED

UNITED STATES OF AMERICA

REGISTERED

STATE OF MARYLAND

No. R-1

\$ _____

MARYLAND TRANSPORTATION AUTHORITY

**Variable Rate Passenger Facility Charge Revenue Bond, Series 2012C
Baltimore/Washington International Thurgood Marshall Airport
(Qualified Airport Bonds - AMT)**

Maturity Date

Dated Date

CUSIP No.

June 1, 20__

December 13, 2012

Registered Owner: CEDE & CO.

Principal Amount:

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”), for value received, hereby promises to pay, but only from the Pledged Revenues (as defined in the Trust Agreement (defined and referred to herein)), and other amounts pledged to such payment under the Trust Agreement 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 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 6 hereof), and in like manner to pay interest on said Principal Amount on each Interest Payment Date (as defined in the Trust Agreement), at the rates and on the dates described herein, from the Dated Date as set forth above and thereafter from the Interest Payment Date next preceding the date of authentication hereof to which interest has been paid or duly provided for, unless the date of authentication hereof is an Interest Payment Date to which interest has been paid or duly provided for on the Series 2012C Bonds (as defined herein), in which case from the Dated Date of the Series 2012C Bonds, until payment of the principal hereof has been made or duly provided for in accordance with the Trust Agreement.

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 Manufacturers and Traders Trust Company, 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 regular record date which (a) with respect to Daily Rate Bonds, Weekly Rate Bonds, Commercial Paper Rate Bonds and any Fixed Rate Bonds (each as defined in the Trust Agreement) with a Fixed Rate Period (as defined in the Trust Agreement) of less than six months, the last Business Day (as defined in the Trust Agreement) before each Interest Payment Date, (b) with respect to Fixed Rate Bonds with a Fixed Rate Period (as defined in the Trust Agreement) of six months or longer, the 15th day of the calendar month preceding each Interest Payment Date and (c) in the case of any payment of any defaulted interest, the 5th Business Day before such payment. Such interest is due and payable and shall be made by wire transfer or 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") before the date set for the payment of such defaulted interest. Notice of any Special Record Date will be given to the Registered Owner hereof not later than 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.

This bond shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof, of the Department, of the Maryland Aviation Administration (the "MAA") or of the Authority, or a pledge of the faith and credit of the State or any political subdivision thereof, the Department, the MAA, or the Authority, but shall be payable solely from the Pledged Revenues. Neither the State nor any political subdivision thereof, nor the Department, nor the MAA, 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 any political subdivision thereof, of the Department, of the MAA or of 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. Neither the Authority, nor Department nor the MAA has taxing power.

1. Trust Agreement. This bond is one of a duly authorized series of revenue bonds of the Authority aggregating Forty-Three Million Four Hundred Thousand Dollars (\$43,400,000) in principal amount, known as "Maryland Transportation Authority Airport Passenger Facility Charge Revenue Bonds, Series 2012C, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT)" (the "Series 2012C Bonds"), duly authorized and issued by the Authority under and pursuant to (i) Title 4 of the Transportation Article of the Annotated Code of Maryland, as amended (the "Enabling Act"), (ii) certain proceedings of the Authority, and (iii) the Second Supplemental Trust Agreement dated as of December 1, 2012, by and between the Authority and the Trustee, amending and supplementing the Trust Agreement dated as of December 1, 2003, by and between the Authority and the Trustee (as so amended, the "Trust Agreement"). All capitalized terms used herein, 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.

The terms of the Series 2012C Bonds include those stated in the Trust Agreement and the Series 2012C Bonds are subject to all such terms. Executed counterparts of the Trust Agreement are on file at the Designated Office of the Trustee and at the offices of the Authority. 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 and the Trustee and the rights of the registered owners of the Series 2012C Bonds. By the acceptance of this bond, the Registered Owner hereof assents to all of the provisions of the Trust Agreement.

2. Lease and Assignment; Financing Agreement; Pledged Revenues. The Authority, the State and the MAA have entered into the Lease of Airport Facilities Projects at Baltimore/Washington International Airport and Assignment of Passenger Facility Charges dated as of December 1, 2003, the Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facility Charges dated as of April 1, 2012, and the Lease of Airport Facilities Projects at the Baltimore/Washington International Thurgood Marshall Airport and Assignment of Passenger Facility Charges dated as of December 1, 2012, granting to the Authority a leasehold interest in the airport facilities projects and pursuant to which the MAA has assigned its rights to the Pledged Revenues to the Authority. The Authority and the MAA have entered into an Agreement on Financing Airport Facilities Projects at Baltimore/Washington International Thurgood Marshall Airport dated as of December 1, 2012 under which the Authority has agreed to finance and refinance and the MAA has agreed to develop, construct, operate and maintain the airport facilities projects financed with proceeds of the Series 2012C Bonds on behalf of the Authority.

3. Interest. The Series 2012C Bonds shall bear interest as set forth in the Trust Agreement. The determination of the interest rates borne from time to time by the Series 2012C Bonds as provided in the Trust Agreement shall be conclusive and binding on the owner of this bond.

4. Authorized Denominations. The Series 2012C Bonds are issuable only in registered form without coupons in the following denominations: (i) during any period in which the Series 2012C Bonds bear interest at a Short-Term Rate and during any Fixed Rate Period of one year or less, \$100,000 and any integral multiple of \$5,000 in excess of \$100,000 and (ii) during a Fixed Rate Period longer than one year, \$5,000 and any integral multiple thereof.

5. Additional Bonds. The Authority has previously issued its Variable Rate Passenger Facility Charge Revenue Bonds, Baltimore/Washington International Airport Facility Projects, Series 2003A (Governmental Purpose Bonds) (the "Series 2003A Bonds") and its Passenger Facility Charge Revenue Bonds, Series 2012A, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT) (the "Series 2012A Bonds"). Simultaneous with the issuance of the Series 2012C Bonds, the Authority will issue its \$92,070,000 Passenger Facility Charge Revenue Bonds, Series 2012B, Baltimore/Washington International Thurgood Marshall Airport (Qualified Airport Bonds - AMT) (the "Series 2012B Bonds"). The Trust Agreement provides that Additional Bonds may be issued from time to time within the limitations and provisions of the Trust Agreement. The Series 2003A Bonds, the Series 2012A Bonds, the Series 2012B Bonds, the Series 2012C Bonds and any other Additional

Bonds issued within the limitations and provisions of the Trust Agreement shall be secured equally and ratably by the Pledged Revenues and other moneys pledged by the Authority, to the extent provided in the Trust Agreement.

6. Redemption and Purchase. The Series 2012C Bonds may be redeemed and purchased prior to their respective maturities on the dates and at the prices provided in the Trust Agreement.

So long as the Series 2012C Bonds shall be maintained in book-entry form with a Securities Depository (as defined in the Trust Agreement) 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 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. The failure of the holder 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.

7. Optional and Mandatory Tender.

(a) The Series 2012C Bonds are subject to optional and mandatory tender and purchase prior to maturity as set forth in the Trust Agreement.

(b) The owner of this bond, by acceptance of this bond, agrees to sell this bond to the Remarketing Agent (as defined in the Trust Agreement), if any, or any other party obtained by the Remarketing Agent or otherwise on each Tender Date (as defined in the Trust Agreement) at the price provided in the Trust Agreement and agrees to surrender this bond to the Trustee on such Tender Date.

(c) IF ANY SERIES 2012C BOND IS NOT TENDERED FOR PURCHASE ON ANY TENDER DATE APPLICABLE TO SUCH SERIES 2012C BOND, INTEREST ACCRUING ON SUCH SERIES 2012C BOND FROM AND AFTER SUCH TENDER DATE SHALL CEASE TO BE PAYABLE TO THE HOLDER THEREOF ON SUCH TENDER DATE, SHALL NO LONGER BE CONSIDERED TO BE OUTSTANDING UNDER THE TRUST AGREEMENT AS OF SUCH TENDER DATE AND SHALL BE DEEMED TO HAVE BEEN PURCHASED ON SUCH DATE IF THERE SHALL HAVE BEEN IRREVOCABLY DEPOSITED WITH THE TRUSTEE AN AMOUNT SUFFICIENT TO PAY THE PURCHASE PRICE OF SUCH SERIES 2012C BOND ON SUCH TENDER DATE.

(d) No purchase of Series 2012C Bonds by the Remarketing Agent, the Trustee, a Credit Facility Provider (as defined in the Trust Agreement) or any other party shall be deemed a payment or redemption of such Series 2012C Bonds and no such purchase will operate to extinguish or discharge the indebtedness evidenced by such Series 2012C Bonds.

8. Defeasance. The Trust Agreement prescribes the manner in which it may be discharged and provides that Series 2012C 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 Series 2012C Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee.

9. 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.

10. Transfer and Exchange. This bond may be exchanged for an equal, aggregate principal amount of Series 2012C 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's 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.

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

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

13. 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 of Maryland 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 Acting 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 Dated Date.

[SEAL]

Harold M. Bartlett
Executive Secretary

Darrell B. Mobley
Acting Chairman

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This bond is one of the bonds of the series designated therein and issued under the provisions of the Trust Agreement referred to therein. Signed original opinions of Valerie J. Smith, Assistant Attorney General and Principal Counsel to the Maryland Transportation Authority, and of its Bond Counsel, McKennon Shelton & Henn LLP, Baltimore, Maryland, are on file with the undersigned.

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Bond Registrar

By: _____
Authorized Officer

Descriptions of 2012B/C Airport Facilities Projects

The 2012B/C Airport Facilities Project will bring BWI Marshall runways and taxiways into compliance with Federal Aviation Administration (FAA) standards. The 2012B/C Airport Facilities Project will cover all four commercial aviation runways and associated taxiways on the airport. 2012B/C Airport Facilities Project elements are:

- I. Runway Safety Area (RSA) improvements mandated by December 2015 including grading and removal of obstructions to provide a large object free area at the end of each runway to reduce the risk of aircraft damage and personal injury in the event of runway overruns.
- II. Pavement Improvement Program (PMP) to rehabilitate and repair runway pavement to ensure the runways are free of cracks and surface variations that impair directional control of aircraft.
- III. Elimination of non-standard conditions regarding:
 - a. Width and shoulders of runways and taxiways;
 - b. Clearances between adjoining runways and taxiways;
 - c. Conversion of a non-standard dimension runway to a taxiway; and
 - d. Elimination of occupied buildings and areas of activity within the Runway Protection Zone (RPZ) at the end of runways.
- IV. Improvements to navigational aids.
- V. Improvements to runway and taxiway lighting.
- VI. Associated support projects including:
 - a. Environmental mitigation for streams disturbed by RSA grading; and
 - b. Land acquisitions to preserve the RPZ around the end of runways.

The 2012B/C Airport Facilities Project comprises 22 distinct PFC funded projects when separated by runway and project element.