

ELEVENTH SUPPLEMENTAL TRUST AGREEMENT

This ELEVENTH SUPPLEMENTAL TRUST AGREEMENT, dated as of December 15, 2011 by and between OKLAHOMA TURNPIKE AUTHORITY, a body corporate and politic and an instrumentality of the State of Oklahoma (the "Authority"), and BOKF, NA dba BANK OF OKLAHOMA (formerly known as BANK OF OKLAHOMA, N.A.), a national banking association duly organized and existing under the laws of the United States of America, and having its principal corporate trust office in Oklahoma City, Oklahoma, which is authorized under such laws to exercise corporate trust powers and is subject to examination by federal authority, successor Trustee under the Trust Agreement hereinafter mentioned (the "Trustee"):

WITNESSETH:

WHEREAS, the Authority has heretofore caused to be executed a Trust Agreement, dated as of February 1, 1989 as amended and supplemented (the "Trust Agreement"), by and between the Authority and BOKF, NA dba BANK OF OKLAHOMA (formerly known as BANK OF OKLAHOMA, N.A.), or its predecessor trustees, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all the bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, the Authority has, in accordance with resolutions adopted on December 22, 1988, February 16, 1989, September 20, 1991, October 18, 1991, May 15, 1992, June 10, 1992, August 21, 1992, September 21, 1992, April 16, 1998, April 18, 2002, June 26, 2006, April 18, 2007, and October 29, 2009 issued obligations under and pursuant to the Trust Agreement, as supplemented by a First Supplemental Trust Agreement dated as of March 1, 1989, a Second Supplemental Trust Agreement dated October 1, 1991, a Third Supplemental Trust Agreement dated May 1, 1992, a Fourth Supplemental Trust Agreement dated October 1, 1992, a Fifth Supplemental Trust Agreement dated May 1, 1998, a Sixth Supplemental Trust Agreement dated as of July 1, 1998, a Seventh Supplemental Trust Agreement dated as of May 1, 2002, and an Eighth Supplemental Trust Agreement dated as of July 24, 2006, as amended and restated August 24, 2006, a Ninth Supplemental Trust Agreement dated as of June 6, 2007 and a Tenth Supplemental Trust Agreement dated as of October 13, 2011 in the following amounts and for the following purposes to wit: (a) \$385,400,000 aggregate principal amount of First Senior Revenue Bonds (the "Series 1989 First Senior Revenue Bonds"), (b) \$173,000,000 aggregate principal amount of Series 1989 Subordinate Lien Revenue Bonds (the "Series 1989 Subordinate Lien Bonds"), (c) \$22,000,000 aggregate principal amount of First Senior Revenue Bonds, Series 1991 (the "Series 1991 First Senior Revenue Bonds"), (d) \$13,000,000 aggregate principal amount of Second Senior Revenue Bonds, Series 1991A (the "Series 1991A Bonds"), (e) \$15,000,000 aggregate principal amount of Second Senior Revenue Bonds, Series 1991B (the "Series 1991B Bonds"), (f) \$376,170,000 aggregate principal amount of First Senior Revenue Bonds, Series 1992A (the "Series 1992A Bonds"), (g) \$20,655,000 aggregate principal amount of Second Senior Revenue Bonds, Series 1992B (the "Series 1992B Bonds"), (h) \$187,265,000 aggregate principal amount of Subordinated Revenue Bonds, Series 1992C (the "Series 1992C Bonds"), (i) \$16,095,000 aggregate principal amount of First Senior Revenue Bonds, Series 1992D (the "Series 1992D Bonds"), (j) \$8,135,000 aggregate principal amount of

Subordinated Revenue Bonds, Series 1992E (the "Series 1992E Bonds"), (k) \$22,786,862.40 aggregate principal amount of First Senior Revenue Bonds, Series 1992F (the "Series 1992F Bonds"), (l) \$28,017,387.55 aggregate principal amount of Second Senior Revenue Bonds, Series 1992G (the "Series 1992G Bonds"), (m) \$350,000,000 aggregate principal amount of Second Senior Revenue Bonds, Series 1998A (the "Series 1998A Bonds"), (n) \$337,010,000 aggregate principal amount of Second Senior Revenue Bonds, Series 1998B (the "Series 1998B Bonds" and collectively with the Series 1998A Bonds, the "Series 1998 Bonds"), (o) \$314,065,000 aggregate principal amount of Second Senior Revenue Bonds, Series 2002A (the "Series 2002A Bonds"), (p) \$255,575,000 aggregate principal amount of Second Senior Revenue Bonds, Series 2002B (the "Series 2002B Bonds" and collectively with the Series 2002A Bonds, the "Series 2002 Bonds"), (q) \$635,590,000 aggregate principal amount of Refunding Second Senior Revenue Bonds, Series 2006, in six series (collectively, the "Series 2006 Bonds"), (r) \$45,680,000 aggregate principal amount of Refunding Second Senior Revenue Bonds Series 2007A (the "Series 2007A Bonds"), (s) a loan from Compass Bank in the amount of \$27,490,000 and (t) \$524,010,000 aggregate principal amount of Refunding Second Senior Revenue Bonds, Series 201 1A (the "Series 201 1A Bonds") for the purposes of (i) funding a portion of the capital costs of certain Turnpike Projects and Improvements (as defined in the Trust Agreement) to the Oklahoma Turnpike System, (ii) refunding bonds previously issued, (iii) funding reserves for and paying the costs of issuance of such obligations and (iv) paying capitalized interest; and

WHEREAS, as of the date hereof, the Authority has \$1,010,055,000 aggregate principal amount of Oklahoma Turnpike System obligations Outstanding under the Trust Agreement consisting of (i) \$15,060,000 Series 2002A Bonds, (ii) \$12,050,000 Series 2002B Bonds (iii) aggregate \$380,305,000 Series 2006 Bonds; (iv) \$45,140,000 Series 2007A Bonds; (v) a loan from Compass Bank in the amount of \$33,490,000; and (vi) \$524,010,000 Refunding Second Senior Revenue Bonds, Series 2011A (the "Series 2011A Bonds") and

WHEREAS, Section 209 of the Trust Agreement authorizes the issuance by the Authority of its turnpike revenue second senior bonds to provide funds, together with other available funds, for the purpose of completing payment of the cost of any Improvements to the Oklahoma Turnpike System; and

WHEREAS, in accordance with the provisions of Section 209 of the Trust Agreement and the Resolution (as hereinafter defined), the Authority has authorized the issuance of its Oklahoma Turnpike Authority Oklahoma Turnpike System Second Senior Revenue Bonds in the aggregate principal amount of \$178,000,000 consisting of a single series, as follows: Series 2012A in an aggregate principal amount of \$178,000,000 (the "Series 2012A Bonds"), for the purpose of, with other available moneys, funding a portion of the capital costs of certain Turnpike Projects and Improvements, including contingencies therefor, paying the costs of issuance and related fees and expenses; and

WHEREAS, such Series 2012A Bonds have been duly redesignated as Series 201 1B Bonds (the "Series 201 1B Bonds") pursuant to a Certificate of Determination dated the date hereof; and

WHEREAS, Section 209 of the Trust Agreement and the Resolution contemplate that the Authority may fix or provide for in this Eleventh Supplemental Trust Agreement or in a related Certificate of Determination (as such term is defined in the Resolution) the aggregate principal amount of the authorized bonds, the maturity dates, the interest rates, the redemption provisions and other details thereof; and

WHEREAS, Section 1101(e) of the Trust Agreement provides that the Authority may enter into a supplement to the Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Trust Agreement to fix the details of bonds to be issued under the Trust Agreement and to provide for other related matters; and

WHEREAS, the Authority has determined and does hereby declare its intention to authorize the execution and delivery of a Eleventh Supplemental Trust Agreement supplementing the Trust Agreement, as previously supplemented, which Eleventh Supplemental Trust Agreement will set forth the details of said second senior bonds as contemplated by the Trust Agreement; and

WHEREAS, the Authority has found and determined the issuance and sale of the bonds for the purposes stated hereinabove to be in conformity with the purposes of the Authority set forth in the Enabling Act and are in the public interest and otherwise beneficial to the State of Oklahoma; and

WHEREAS, the execution and delivery of this Eleventh Supplemental Trust Agreement has been duly authorized by the Authority and the Authority has requested the Trustee to join with it in the execution hereof; and

WHEREAS all acts conditions and things required by the Constitution and laws of the State of Oklahoma and by the resolutions of the Authority to happen, exist and be performed precedent to and in the execution of this Eleventh Supplemental Trust Agreement have happened, exist and have been performed as so required; and

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

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Trust Agreement, and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee on or before the execution and delivery of this Eleventh Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

ARTICLE I

DEFINITIONS

Terms used herein and not otherwise defined shall have the meanings ascribed in the Trust Agreement. The following terms shall have the meanings set forth herein, unless the context shall clearly require another or different meaning or intent:

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy by or against the Authority under the United States Bankruptcy Code.

"Bond", "Bonds" or "Series 201 1B Bonds" shall mean the Series 201 1B Bonds, or any of them, as appropriate, executed, authenticated and issued under this Eleventh Supplemental Trust Agreement.

"Bond Counsel" shall mean Hawkins Delafield & Wood LLP, New York, New York, or other firm of attorneys nationally recognized in municipal bond and public finance law.

"Bond Registrar" shall mean the Trustee pursuant to Section 404.

"Closing" shall mean the date and time of issuance of and concomitant receipt of proceeds of the Series 2011B Bonds.

"Director" shall mean the Chief Executive Officer of the Authority as defined in the Trust Agreement, or such person acting in such capacity with the approval of the Authority.

"Enabling Act" shall mean Title 69, Oklahoma Statutes 2001, Section 1701 to 1734, inclusive, as amended.

"Independent Counsel" shall mean an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director, officer, or partner of the Trustee or the Authority.

"Resolution" shall mean the resolution of the Authority adopted on August 18, 2011, authorizing, among other things, the issuance of the Series 201 1B Bonds, and shall include the Certificate of Determination of the Chairman, Vice-Chairman or Director dated December 15, 2011.

"Series 2011B Bonds" shall mean the Authority's \$159,650,000 aggregate principal amount of Oklahoma Turnpike System Second Senior Revenue Bonds, Series 201 1B, executed, authenticated and issued under this Eleventh Supplemental Trust Agreement.

"Eleventh Supplemental Trust Agreement" shall mean this Eleventh Supplemental Trust Agreement between the Authority and BOKF, NA dba Bank of Oklahoma (formerly known as Bank of Oklahoma, N.A.) dated as of December 15, 2011.

"Trustee" shall mean BOKF, NA dba Bank of Oklahoma (formerly known as Bank of Oklahoma, N.A.), successor to The Liberty National Bank and Trust Company of Oklahoma City, as Trustee under the Trust Agreement.

ARTICLE II

SERIES 2011B BONDS

Section 201. Description of the Series 2011B Bonds. The Series 2011B Bonds shall be issued pursuant to Section 209 of the Trust Agreement, in one series, in the aggregate principal amount of \$159,650,000, shall bear fixed rates of interest to respective maturities and shall be designated "Oklahoma Turnpike Authority Oklahoma Turnpike System Second Senior Revenue Bonds, Series 201 1B". The Series 2011B Bonds shall have an equal lien with other second senior bonds and Parity Indebtedness and have a prior lien under the Trust Agreement as to such security pledged thereunder over subordinated bonds and junior obligations issued under the provisions of Sections 211, 212 or 514 of the Trust Agreement. There are no outstanding first senior bonds, subordinated bonds, or junior obligations under the Trust Agreement. The Authority can no longer issue first senior bonds or subordinated bonds.

Section 202. Terms of the Series 2011B Bonds.

The Series 2011B Bonds.

The Series 2011B Bonds shall be numbered as the Bond Registrar shall determine, shall be issued in the aggregate principal amount of \$159,650,000 shall be dated December 15, 2011, shall be issuable as registered bonds without coupons in denominations of \$5,000 or any multiple thereof. The Series 2011B Bonds shall be issued as serial bonds maturing on January 1 of the years, in the principal amounts and bearing interest at the rates as follows:

Maturity (January 1)	Amount	Interest Rate	Price	CUSIP (679111)
2014	\$1,015,000	3.000%	104.681	VA9
2015	1,350,000	3.000	106.044	VB7
2016	1,425,000	4.000	110.937	VC5
2018	1,555,000	3.000	107.437	VD3
2019	5,000	2.000	100.458	VZ4
2020	5,000	2.250	100.292	VE1
2021	1,655,000	2.500	100.000	VF8
2021	3,250,000	4.000	112.074	VSO
2021	1,275,000	5.000	120.123	WB6
2022	1,160,000	2.750	100.558*	VG6
2022	4,055,000	5.000	118.522*	VT8
2023	1,320,000	3.000	100.869*	VH4
2023	5,110,000	5.000	116.686*	VU5
2024	2,695,000	3.125	100.430*	VJO
2024	4,975,000	5.000	115.139*	VX9
2025	7,065,000	5.000	113.365*	VK7
2026	2,500,000	3.500	101.082*	VL5
2026	5,025,000	5.000	112.698*	VY7
2027	7,980,000	5.000	111.706*	VM3
2028	3,885,000	3.625	100.113*	VNI
2028	4,590,000	5.000	110.642*	VV3
2029	3,950,000	3.750	100.456*	VP6
2029	28,045,000	5.000	109.994*	VWI
2030	24,045,000	3.850	100.000	VQ4
2030	9,500,000	5.000	108.711*	WA8
2031	16,000,000	4.000	100.451*	VR2
2031	16,215,000	5.000	107.997*	WC4

*Priced to the January 1, 2021 call date.

Interest on the Series 201 IB Bonds shall be payable semiannually on the 1st days of January and July in each year to maturity, commencing July 1, 2012.

Section 203. Redemption Provisions for the Series 2011B Bonds.

Redemption. The Series 201 IB Bonds are subject to redemption prior to maturity in accordance with the provisions set forth herein.

Optional Redemption. The Series 2011B Bonds maturing on or after January 1, 2022 are subject to redemption prior to maturity as a whole or in part (in accordance with procedures of DTC, so long as DTC or Cede & Co., as its nominee, is the Owner, and otherwise by lot in such manner as the Trustee in its discretion deems proper), on any Business Day on or after January 1, 2021, subject to applicable notice, at a Redemption Price equal to the principal amount thereof, without premium, plus accrued interest up to but not including the redemption date.

Redemption Notices. So long as DTC is the securities depository for the Series 201 IB Bonds, the Trustee must mail redemption notices to DTC at least 30 days before the redemption date. If the Series 201 IB Bonds are not held in book-entry-only form, then the Trustee must mail redemption notices directly to bondholders within the same time frame. A redemption of the Series 201 IB Bonds is valid and effective even if DTC's procedures for notice

should fail. Beneficial owners should consider arranging to receive redemption notices or other communications to DTC affecting them, including notice of interest payments through DTC participants. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the Redemption Price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the Redemption Price if any such condition so specified is not satisfied or if any such other event occurs. Please note that all redemptions are final - even if beneficial owners did not receive their notice, and even if that notice had a defect.

Redemption Process. If the Trustee gives an unconditional notice of redemption, then on the redemption date the Series 201 IB Bonds called for redemption **will** become due and payable. If the Trustee gives a conditional notice of redemption and holds money to pay the Redemption Price of the affected Series 201 IB Bonds, then on the redemption date the Series 201 IB Bonds called for redemption will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the Series 201 IB Bonds called for redemption, thereafter, no interest will accrue on those Series 2011B Bonds, and a bondholder's only right will be to receive payment of the Redemption Price upon surrender of those Series 201 IB Bonds.

Section 204. Application of the Proceeds of the Series 201 IB Bonds. The proceeds (including any premium) of the Series 201 IB Bonds, and any other sources specified by the Director in an Officer's Certificate filed with the Trustee, shall be applied by the Trustee simultaneously with the delivery of the Series 201 IB Bonds as follows:

(a) The sum specified in said Certificate of the Director shall be deposited to the credit of a special checking account in its commercial department in the name of the Authority to be used by the Authority for the payment of expenses incident to the issuance of the Series 201 IB Bonds or related to the Series 201 IB Bonds, including as set forth in said Certificate. The Trustee shall be under no duty or obligation with respect to the disbursements by the Authority of such sum or any part thereof. The Authority shall pay such expenses by wire transfer or checks drawn on said special checking account and signed by any one of the officers or employees of the Authority who shall be designated by the Authority by resolution for such purpose, any balance of said sum not expended within four months from the date of delivery of said bonds shall be paid by the Authority to the Trustee for deposit to the credit of the Second Senior Bond Service Account.

(b) The Trustee shall deposit to the credit of the Second Senior Bond Reserve Account the amount, if any, specified by the Director to be the amount required, together with other available funds of the Authority, to be deposited therein in order to make the amount to the credit of the Second Senior Bond Reserve Account equal to the Second Senior Bond Reserve Account Requirement.

(c) The balance of the proceeds of the Series 2011B Bonds shall be deposited by the Trustee to the credit of the Construction Fund and shall be applied to the payment of the cost of the Improvement Projects, including contingency amounts therefor as recommended by the Consulting Engineer.

ARTICLE III

TAX COVENANT; REBATE FUND

Section 301. Tax Covenant. The Authority covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, so that interest on the Series 2011B Bonds (to the extent the 2011B Bonds are issued as federally tax-exempt bonds) will be excluded from gross income for purposes of Federal income taxation.

Section 302. Creation of and Application of Moneys in Series 2011B Bonds Rebate Fund. (a) There is hereby created and designated "Oklahoma Turnpike System Series 201 IB Bonds Rebate Fund" (herein called the "Series 2011B Bonds Rebate Fund") to the credit of which there shall be deposited such amounts as shall be required to satisfy the Rebate Requirement (as defined in the Arbitrage and Use of Proceeds Certificate) and for payment to the federal government of the United States of America. Amounts required to be rebated to the United States shall not be subject to any lien or charge in favor of the owners of the bonds issued and outstanding hereunder or under the Trust Agreement. Amounts held to the credit of the Series 201 IB Bonds Rebate Fund shall be invested and applied in accordance with the Arbitrage and Use of Proceeds Certificate.

(b) Any funds remaining in the Series 2011B Bonds Rebate Fund and any amounts described in clause (2) of this paragraph (b) after the retirement of all of the second senior bonds or provision made therefor satisfactory to the Trustee, including payment of any applicable fees to the Trustee and satisfaction of the Rebate Requirement, shall upon written request of the Authority be withdrawn by the Trustee and remitted to the Authority.

Upon the Authority's written direction, which shall specify all amounts to be disbursed pursuant to this Section and which shall be accompanied by Internal Revenue Service Form 8038-G referred to below, the Trustee shall pay to the United States, out of amounts in the Series 2011B Bonds Rebate Fund.

(1) not later than 60 days after the end of the fifth Bond Year (as defined in the Arbitrage and Use of Proceeds Certificate) and not less frequently than once each five years thereafter, an amount equal to at least 90% of the Rebate Amount; and

(2) not later than 60 days after retirement of all of the Series 2011B Bonds an amount equal to 100% of the Rebate Amount (determined as of the date of the retirement of all of such bonds).

In the event that, prior to the time of any required payment out of the Series 201 IB Bonds Rebate Fund, the amount in the Series 201 IB Bonds Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall transfer or cause to be transferred to the Trustee an amount equal to such deficiency, and the Trustee shall immediately deposit such amount to the credit of the Rebate Fund prior to the time such payment is due. In the event that the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Authority shall instruct the Trustee to withdraw such amount and deposit it in the Revenue Fund. Each payment required to be made to the United States pursuant to this paragraph shall be made

to the Internal Revenue Service Center, Ogden, Utah 84201 or such other address as the Authority may designate to the Trustee on or before the date such payment is due, and shall be accompanied by a statement summarizing the determination of the amount required to be paid pursuant to this paragraph and by a copy of the Internal Revenue Service Form 8038-G prepared by or on behalf of the Authority filed with respect to the second senior bonds.

(c) For purposes of crediting amounts to the Series 201 IB Bonds Rebate Fund or withdrawing amounts from the Series 201 IB Bonds Rebate Fund, Nonpurpose Investments (as defined in the related Arbitrage and Use of Proceeds Certificate) shall be valued in the manner provided in the Arbitrage and Use of Proceeds Certificate.

(d) Notwithstanding the provisions of Section 902 or Section 905 of the Trust Agreement:

(1) the Trustee shall not be entitled to reimburse itself from the Series 201 IB Bonds Rebate Fund for the costs and expenses, outlay and counsel fees and other reasonable disbursements properly incurred in connection with its beginning suit, or appearing in or defending suit or doing anything else in its judgment proper to be done by it as Trustee in the execution of the trusts created by the Trust Agreement or this Eleventh Supplemental Trust Agreement or in the enforcement of any rights or powers thereunder or hereunder, and

(2) the Trustee shall not be entitled to make any payment to itself by virtue of Section 905 of the Trust Agreement from any moneys held to the credit of the Series 201 IB Bonds Rebate Fund.

ARTICLE IV

MISCELLANEOUS

Section 401. [Reserved]

Section 402. Form of Bonds. The form of Series 201 IB Bonds, the form of the certificate of authentication thereof, the form of endorsement to appear thereon and the form of assignment thereof shall be substantially in the form set forth on **Exhibit A** attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Eleventh Supplemental Trust Agreement.

Section 403. Authentication. (a) The Trustee shall be the authenticating agent for the Series 201 IB Bonds.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Eleventh Supplemental Trust Agreement unless and until the certificate of authentication on such Bond shall have been duly executed by the Trustee as authorized hereby, and the date of such authentication entered in the space provided therefor, and such executed certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Eleventh Supplemental Trust Agreement. The certificate of authentication on any Bond shall be deemed to have been executed

by the Trustee as authorized hereby if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory execute the certificate of authentication on all of the Bonds.

Section 404. Trustee to Perform Duties of Bond Registrar. The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under the Trust Agreement and this Eleventh Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Outstanding second senior bonds agree.

Section 405. Notices. (a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

- (i) If to the Authority, addressed to:
Oklahoma Turnpike Authority
3500 Martin Luther King Avenue
Oklahoma City, Oklahoma 73111-4220
Attention: Director
- (ii) If to the Trustee, addressed to:
BOKF, NA dba Bank of Oklahoma
Commerce Banking Center
9520 North May Avenue
First Floor
Oklahoma City, Oklahoma 73120
Attention: Corporate Trust Division
- (iii) If to the registered owner of a Bond, addressed to such owner at the address shown on the books of the Trustee kept pursuant hereto.
- (iv) If to Standard & Poor's Ratings Services, addressed to:
Standard & Poor's Corporation
55 Water Street
New York, New York 10041
- (v) If to Moody's Investors Service, addressed to:
Moody's Investors Service
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007
- (vi) If to Fitch Ratings, addressed to:
Fitch Ratings

One State Street Plaza
New York, New York 10004

(vii) [Reserved]

(b) The Authority or the Trustee may from time to time by notice in writing to the others designate a different address or addresses for notice hereunder.

Section 406. Eleventh Supplemental Trust Agreement as Supplemental Agreement. This Eleventh Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Trust Agreement, and shall form a part thereof, and, except as hereby supplemented, the Trust Agreement is hereby ratified, approved and confirmed.

Section 407. Recitals, etc. made by Authority, not Trustee. The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 408. Authority, Trustee and Bondholders Alone to Have Rights. Nothing in this Eleventh Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the owners of the second senior bonds and junior obligations issued under the Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Trust Agreement, or this Eleventh Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, and the owners of said bonds issued under the Trust Agreement.

Section 409. Headings Not Part of Agreement. The titles of any Sections and any wording on the cover of this Eleventh Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

Section 410. Covenants to Bind Successors. All the covenants, stipulations, promises and agreements in this Eleventh Supplemental Trust Agreement contained made by or on behalf of the Authority or of the Trustee shall inure to and bind their respective successors and assigns.

Section 411. Governing Law. This Eleventh Supplemental Trust Agreement shall be governed by, and construed in accordance with, the law of the State of Oklahoma.

Section 412. Counterparts. This Eleventh Supplemental Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 413. Covenant not to issue Balloon Indebtedness. The Authority covenants not to issue bonds under the Trust Agreement which bonds shall be considered or fall within the category of Balloon Indebtedness.

Section 414. Covenant as to Pledge under the Trust Agreement. The Authority warrants, represents and covenants as follows:

(a) The Trust Agreement creates a valid and binding pledge of the property described in the Granting Clause of the Trust Agreement in favor of the Trustee as security for payment of the Series 201 IB Bonds, enforceable by the Trustee in accordance with the terms of the Trust Agreement.

(b) Under the laws of the State of Oklahoma, (i) such pledge, (ii) and each pledge, assignment, lien, or other security interest made to secure any prior obligations of the Authority which, by the terms of the Trust Agreement, rank on a parity with the pledge granted hereby, is and shall be prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Authority on a simple contract, and (iii) by the date of issue of the Series 2011B Bonds, the Authority will have filed all financing statements describing, and transferred such possession or control over, such collateral (and for so long as any Series 201 IB Bond is outstanding the Authority will file, continue, and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such priority in each jurisdiction in the State of Oklahoma.

(c) The Authority has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of such collateral that ranks on a parity with or prior to the pledge granted by the Trust Agreement, except for the pledge granted under the Trust Agreement to secure the Senior Indebtedness outstanding upon issuance of the Series 201 IB Bonds. The Authority has not described such collateral in a Uniform Commercial Code financing statement that will remain effective when the Series 201 IB Bonds are issued, except in connection with the foregoing pledges, assignments, liens, and security interest and the pledge securing any subordinate bonds outstanding under the Trust Agreement. The Authority shall not hereafter make any pledge or assignment of, lien on, or security interest in such collateral that ranks prior to or on a parity with the pledge granted by the Trust Agreement, or file any financing statement describing any such pledge, assignment, lien, or security interest, except as expressly permitted by the Trust Agreement.

IN WITNESS WHEREOF, Oklahoma Turnpike Authority has caused this Eleventh Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Assistant Secretary and Treasurer, and BOKF, NA dba Bank of Oklahoma (formerly known as Bank of Oklahoma, N.A.) has caused this Eleventh Supplemental Trust Agreement to be executed on its behalf by a Vice President and its corporate seal to be impressed hereon and attested by an Assistant Secretary, all as of the day and year first above written.

OKLAHOMA TURNPIKE AUTHORITY

By: Robert C. Keely
Chairman

ATTEST:

Julie Porter
Assistant Secretary and Treasurer

(SEAL)

BOK.F, NA dba BANK OF OKLAHOMA
(formerly known as BANK OF
OKLAHOMA, N.A.)

By: Jg
~~----- Vice President -----~~

ATTEST:

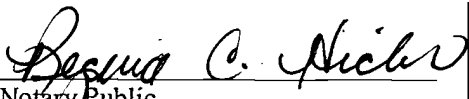
Robert C. Keely
Assistant Secretary
(SEAL) **SEAL**
NATIONAL ASSOCIATION

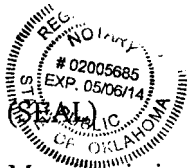


STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this day of December, 2011, by Albert C. Kelly, Jr., Chairman of the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma, on behalf of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.


Notary Public



My commission expires

5/6/2014

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this__ day of December, 2011, personally appeared _____, to me known to be the identical person who subscribed the name of _____ to the foregoing instrument as a Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Notary Public

(SEAL)
My commission expires _____

EXHIBIT A

[Form of Face of Second Senior Revenue Bonds, Series 2011B]

No. RI IB-

\$ _____

United States of America
State of Oklahoma

OKLAHOMA TURNPIKE AUTHORITY

Oklahoma Turnpike System
Second Senior Revenue Bond, Series 2011B

<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIPNO.</u>
%	December 15, 2011		679111 __

Registered Owner: Cede & Co.

Principal Amount:

Oklahoma Turnpike Authority, a body corporate and politic and an instrumentality of the State of Oklahoma (herein sometimes called the "Authority"), duly created by the Enabling Act (hereinafter mentioned), for value received, promises to pay, but solely from the special fund provided therefor as hereinafter set forth and in the manner hereinafter provided, to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the principal corporate trust office of BOKF, NA dba Bank of Oklahoma (formerly known as Bank of Oklahoma, N.A.) in the City of Oklahoma City (the "Trustee"), the Principal Amount set forth above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency interest on said Principal Amount on each January 1 and July 1, commencing July 1, 2012, solely from such sources, from the date hereof or the January 1 or July 1 next preceding the date on which this bond is authenticated unless it is authenticated on a January 1 or July 1, in which event from such date, at the Interest Rate set forth above until the Principal Amount hereof is paid. The interest so payable and punctually paid or duly provided for on any interest payment date will, as provided in the Agreement hereinafter referred to, be paid by check mailed to the person in whose name this bond (or one or more predecessor bonds, as defined in the Agreement) is registered at the close of business on the regular record date for such interest, which shall be the June 15 or December 15 (whether or not a business day) next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such regular record date, and may be paid to the person in whose name this bond or any predecessor bond is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee hereinafter referred to, notice whereof being given by the Trustee by mail to the registered owners not less than 10 days prior to such special record date, or may be paid at any

time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the bonds of this series may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Agreement. Such payment of interest shall be by check mailed to the Registered Owner at such owners address as it appears on the bond registration books of the Authority maintained by the Bond Registrar and shall be made in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

This bond shall not be deemed to constitute a debt of the State of Oklahoma or of any political subdivision thereof or a pledge of the faith and credit of the State of Oklahoma or of any such political subdivision. Neither the State of Oklahoma nor the Authority shall be obligated to pay this bond or the interest hereon except from the special fund provided therefor from tolls and revenues of the Oklahoma Turnpike System (hereinafter defined), including motor fuel excise taxes apportioned to the Authority under the provisions of the Enabling Act for deposit in a special trust fund and pledged for the payment of such principal and interest, and neither the faith and credit nor the taxing power of the State of Oklahoma or of any political subdivision thereof is pledged, or may hereafter be pledged, to the payment of the principal of or the interest on this bond.

This bond is one of a duly authorized series of revenue bonds of the Authority aggregating One Hundred Fifty-Nine Million Six Hundred Fifty Thousand Dollars (\$159,650,000) in principal amount, designated as "Oklahoma Turnpike Authority Oklahoma Turnpike System Second Senior Revenue Bonds, Series 201 IB" (herein called the "Series 2011B Bonds"), dated December 15, 2011 consisting of bonds maturing in annual installments on the 1st day of January in the years 2014 through 2031, including one or more maturities in each of those years except for 2017, and issued for the purpose of providing funds, with other available funds, to pay the costs of certain Improvements to Turnpike Projects, satisfy the Second Senior Bond Reserve Account Requirement and funding costs of issuance therefor.

All of the bonds are issued under and pursuant to a trust agreement (said agreement, together with all agreements supplemental thereto as therein permitted, being herein called the "Agreement"), dated as of the 1st day of February 1989, by and between the Authority and BOKF, NA dba Bank of Oklahoma (formerly known as Bank of Oklahoma, N.A.), in Oklahoma City, Oklahoma (said national bank and any bank, banking association or trust company becoming successor trustee under the Agreement being herein called the "Trustee"), an executed counterpart of which Agreement is on file at the principal corporate trust office of the Trustee. Reference is hereby made to the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of bonds issued under the Agreement, the collection and disposition of revenues, the funds charged with and pledged to the payment of the interest on and the principal and premium, if any, of the bonds, the nature and extent of the security, the terms and conditions on which the bonds of each series are or may be issued, the rights, duties and obligations of the Authority, the Trustee and the Bond Registrar for the Series 2011B Bonds and the rights of the registered owners of the bonds and, by the acceptance of this bond the registered owner hereof assents to all of the provisions of the Agreement.

The Agreement provides for the issuance, from time to time, under the conditions, limitations and restrictions therein set forth, hereinafter for refunding purposes only, of bonds

senior to the Series 2011B Bonds with respect to their lien on the tolls and other revenues of the Oklahoma Turnpike System (as such term is defined in the Agreement), including any motor fuel excise taxes apportioned to the Authority as aforesaid, (such bonds being herein collectively called the "first senior bonds").

The Agreement also provides for the issuance, from time to time, under the conditions, limitations and restrictions therein set forth, of additional series of bonds and other indebtedness on a parity with the Series 201 IB Bonds for the purposes authorized therein (such bonds, other indebtedness and the Series 201 IB Bonds being herein collectively called the "bonds").

This bond is issued and the Agreement was made and entered into under and pursuant to the Constitution and laws of the State of Oklahoma, particularly Title 69, Oklahoma Statutes 2001 Sections 1701 through 1734, as amended, (herein called the "Enabling Act"), and under and pursuant to resolutions duly adopted by the Authority.

The Agreement, in accordance with and as required by the Enabling Act, provides for the fixing, revising, charging and collecting by the Authority of tolls for the use or services of the Oklahoma Turnpike System and the different parts and sections thereof and for revising such tolls from time to time in order that such tolls and other revenues will be sufficient to provide funds to pay the cost of maintaining, repairing and operating the Oklahoma Turnpike System and to pay the principal of and the interest on all bonds issued under the Agreement as the same shall become due and payable, and to create and maintain reserves for such purposes. The Agreement also provides for the deposit of a sufficient amount of such tolls and other revenues, over and above such cost of maintenance, repair and operation, and reserves for such purposes, and after making the required deposits to provide for the payment of the principal of and interest on all second senior bonds issued under the Agreement as the same become due and payable and the , required reserves therefor, to the credit of a special account designated "Second Senior Bond Service Account" (herein called the "Second Senior Bond Service Account") to pay such principal and interest. The Second Senior Bond Service Account is pledged to and charged with the payment of the principal of and the interest on all bonds issued under the Agreement to the extent provided in the Agreement.

The Series 201 IB Bonds are issuable as registered bonds without coupons in the denomination of \$5,000 or any whole multiple thereof. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Agreement, Series 201 IB Bonds may, upon presentation and surrender, be exchanged for an equal aggregate principal amount of second senior bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The transfer of this bond is registrable by the registered owner hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar only in the manner and subject to the limitations and conditions provided in the Agreement and upon surrender and cancellation of this bond. Upon any such registration of transfer the Authority shall execute and the Bond Registrar shall authenticate and deliver in exchange for this bond a new bond or bonds registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series

and maturity and bearing interest at the same rate. Neither the Authority nor the Bond Registrar shall be required to make any exchange or to register the transfer of any bond during the fifteen (15) days immediately preceding the date of the Authority's giving notice of redemption or after such bond has been selected for redemption.

The Series 2011B Bonds maturing on or after January 1, 2022, are subject to redemption prior to maturity as a whole or in part (in accordance with procedures of DTC, so long as DTC or Cede & Co., as its nominee, is the Owner, and otherwise by lot in such manner as the Trustee in its discretion deems proper), on any Business Day on or after January 1, 2021, subject to applicable notice, at a Redemption Price equal to the principal amount thereof, without premium, plus accrued interest up to but not including the redemption date.

The moneys in the Second Senior Bond Service Account available for the purchase or redemption of bonds shall be allocated to all series of bonds outstanding under the Agreement in the manner provided in the Agreement.

If less than all of the bonds of any one maturity of a series shall be called for redemption, the particular bonds or portions of bonds to be redeemed from such series and maturity shall be selected in such manner as the Trustee deems fair and appropriate as provided in the Agreement.

At least thirty (30) days before the redemption date of any Series 2011B Bonds, whether such redemption is in whole or in part, the Authority shall cause a notice of any such redemption signed to be mailed, first class, postage prepaid, to all registered owners of Series 2011B Bonds to be redeemed, but any defect in such notice or the failure so to mail any such notice to the registered owner of any bond shall not affect the validity of the proceedings for the redemption of any other bonds. On the date fixed for redemption, notice having been mailed in the manner provided in the Agreement, the Series 2011B Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If a portion of this bonds shall be called for redemption a new Series 2011B Bond or Bonds in principal amount equal to the unredeemed portion hereof, of the same maturity and bearing interest at the same rate will be issued to the registered owner upon the surrender hereof.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Agreement, the principal of all the bonds then outstanding under the Agreement may become or may be declared due and payable before the stated maturities thereof together with the interest accrued thereon.

Modifications or alterations of the Agreement or of any agreement supplemental thereto may be made by the Authority and the Trustee only to the extent and in the circumstances permitted by the Agreement.

This bond is issued with the intent that the laws of the State of Oklahoma shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Oklahoma and the by-laws of the Authority to happen, exist and be performed precedent to and in the issuance of this bond and the execution of the Agreement have happened, exist and have been performed as so required.

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

IN WITNESS WHEREOF, Oklahoma Turnpike Authority has caused this bond to be executed by the manual signatures or to bear the facsimile signatures of the Chairman and the Assistant Secretary and Treasurer of the Authority, and the official seal of the Authority to be impressed hereon or a facsimile thereof to be printed hereon, all as of December 15, 2011.

Chairman of the Oklahoma
Turnpike Authority

(SEAL)

Assistant Secretary and Treasurer
of the Oklahoma Turnpike Authority

CERTIFICATE OF AUTHENTICATION

This is one of the bonds of the series designated herein and issued under the provisions of the within-mentioned Agreement.

BOKF, NA dba BANK OF OKLAHOMA
(formerly known as BANK OF OKLAHOMA, N.A.),
as Bond Registrar

By:-----
Authorized Signatory

Date of Authentication:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ [Please Print or Typewrite Name, Tax Identification Number and Address of Transferee] the within bonds, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _ _ _ _ _

Signature: _____

Taxpayer Identification Number: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by: _____

New York, New York

* Signature must be guaranteed by a commercial bank or trust company having an officer or correspondent in New York, New York or by a firm having membership on the New York Stock Exchange.