

THE DELAWARE RIVER AND BAY AUTHORITY

TO

WILMINGTON TRUST COMPANY

AS TRUSTEE

**SUPPLEMENTAL TRUST AGREEMENT
NUMBER 3**

Dated as of June 1, 2000

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This Supplemental Trust Agreement Number 3 (this "Supplemental Agreement"), dated for convenience of reference as of the 1st day of June, 2000, supplemental to that certain Trust Agreement (the "Initial Agreement"), dated as of October 1, 1993, between the Authority and Wilmington Trust Company, as Trustee (the "Trustee"), by and between

THE DELAWARE RIVER AND BAY AUTHORITY,

a body politic and an agency of government of the State of Delaware and the State of New Jersey, duly created as hereinafter mentioned, and

WILMINGTON TRUST COMPANY, as Trustee

a bank and trust company duly organized and existing under the laws of the State of Delaware and having its principal office in the City of Wilmington, Delaware, which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, as trustee (said trust company and any bank or trust company becoming successor trustee under this Supplemental Agreement being hereinafter sometimes called the "Trustee"),

WITNESSETH:

WHEREAS, the Delaware River and Bay Authority (hereinafter sometimes called the "Authority") entered into the Initial Agreement and Supplemental Trust Agreement Number 1, dated as of October 1, 1993, for the purpose of providing for the issuance of and securing its \$123,755,000 Revenue Bonds, Series 1993 (the "1993 Bonds") and from the proceeds thereof paying: (i) certain outstanding indebtedness with respect to the Authority's outstanding revenue bonds originally issued in the aggregate principal amount of \$103,000,000 (the "Prior Bonds") and the defeasance of the trust agreement, dated as of January 1, 1964 (the "Prior Trust Agreement") pursuant to which the Prior Bonds were issued and (ii) the costs of certain Additional Facilities (as defined in Supplemental Trust Agreement Number 1); and

WHEREAS, the Authority entered into Supplemental Trust Agreement Number 2, dated as of August 1, 1996, in order to provide for the issuance of its \$67,065,000 Revenue Bonds, Series 1996 (the "1996 Bonds") pursuant to the Initial Agreement in order to provide for the costs of certain Additional Facilities (as defined in Supplemental Trust Agreement Number 2); and

WHEREAS, this Supplemental Agreement is being entered into by the Authority and the Trustee pursuant to the provisions of clause (i) of Section 209 of the Initial Agreement in order to provide for the issuance of the third series of bonds pursuant to the Initial Agreement in order to provide for the costs of certain Additional Facilities (as defined herein); and

WHEREAS, by virtue of the Enabling Legislation, the Compact and the Initial Agreement, the Authority is authorized to issue its revenue bonds as hereinafter provided, to enter into this Supplemental Agreement and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, the execution and delivery of this Supplemental Agreement have been duly authorized by resolution of the Authority; and

WHEREAS, all acts, conditions and things required by the constitution and laws of the State of Delaware and the State of New Jersey and the Compact, to happen, exist and be performed precedent to and in the execution and delivery of this Supplemental Agreement have happened, exist and have been performed as so required, in order to make this Supplemental Agreement a legal, valid and binding trust agreement for the security of the bonds in accordance with its terms; and

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH, as follows:

ARTICLE I

DEFINITIONS.

SECTION 1.1. Meaning of Words and Terms.

In addition to words and terms defined in the Agreement or elsewhere in this Supplemental Agreement, the following words and terms as used in this Supplemental Agreement shall have the following meanings, unless some other meaning is plainly intended:

Additional Facilities. The term "Additional Facilities" shall mean the various capital projects undertaken or to be undertaken in the fiscal years ending December 31, 1999, 2000, 2001 and 2002 and identified in the Authority's current Five-Year Capital Improvement Program. Said capital projects relate to the improvement, rehabilitation and expansion of the Bridge and the Ferry and related facilities and appurtenances.

Bond Insurance Policy. The term "Bond Insurance Policy" shall mean, with respect to the 2000A Bonds, the municipal insurance policy issued by the Insurer insuring the payment when due of principal of and interest on the 2000A Bonds stated to mature on January 1, 2009 to January 1, 2020, inclusive, and January 1, 2029.

Bond Purchase Agreement. The term "Bond Purchase Agreement" shall mean the Bond Purchase Agreement, dated June 14, 2000, by and between the Authority and Tucker Anthony Incorporated, as representative of the underwriters of the 2000A Bonds.

Insurer. The term "Insurer" shall mean, with respect to the 2000A Bonds, Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company, being the person undertaking to insure pursuant to the Bond Insurance Policy those certain maturities of the

2000A Bonds enumerated in the definition of Bond Insurance Policy contained in this Supplemental Agreement.

Representation Letter. The term "Representation Letter" shall mean the Blanket Representation Letter dated August 19, 1996 from the Authority to The Depository Trust Company.

ARTICLE II

THE SERIES 2000A BONDS

SECTION 2.1. Authorization of Revenue Bonds of the Authority.

(a) Authorization of 2000A Bonds. Pursuant to clause (i) of Section 209 of the Agreement, there are hereby authorized and there shall be initially issued at one time under and secured by the Initial Agreement and this Supplemental Agreement revenue bonds of the Authority which shall be Current Interest Bonds in the aggregate initial principal amount of Ninety-Eight Million Seven Hundred Fifty-Five Thousand Dollars (\$98,755,000) designated "Revenue Bonds, Series 2000A" (the "2000A Bonds"), for the purpose of providing funds, together with other available funds, to provide for a portion of the costs of the Additional Facilities.

(b) Certain Details of 2000A Bonds. The 2000A Bonds shall be dated June 1, 2000, shall consist of serial bonds maturing, subject to the provisions of subsection (d) of this section on January 1 in each of the years 2005 through 2020 and term bonds maturing, subject to the provisions of subsections (c) and (d) of this Section, January 1, 2029. The 2000A Bonds of each maturity shall be issued in the principal amounts and bear interest payable semi-annually on each January 1 and July 1, commencing January 1, 2001, at the rates per annum (based upon a 360-day year of twelve 30 day months) as set forth below:

<u>Maturity (January 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity (January 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2005	\$1,290,000	5.000%	2014	\$2,020,000	5.400%
2006	1,355,000	5.000	2015	2,130,000	5.500
2007	1,425,000	5.000	2016	2,255,000	5.500
2008	1,495,000	5.100	2017	2,375,000	5.600
2009	1,565,000	5.100	2018	2,505,000	5.625
2010	1,645,000	5.150	2019	2,650,000	5.700
2011	1,735,000	5.250	2020	2,795,000	5.700
2012	1,820,000	5.300	2029	67,775,000	5.750
2013	1,920,000	5.375			

(c) Amortization Requirements. The Amortization Requirements for the 2000A Bonds, referred to and defined and subject to adjustment as provided in Section 101 of

the Agreement, shall be the following amounts on January 1 of the following years for the following term bonds:

\$67,775,000

Term Bonds due January 1, 2029

<u>Principal Payment Date (January 1)</u>	<u>Amortization Requirement</u>	<u>Principal Payment Date (January 1)</u>	<u>Amortization Requirement</u>
2021	\$2,960,000	2026	\$9,930,000
2022	3,130,000	2027	15,070,000
2023	3,315,000	2028	15,935,000
2024	3,500,000	2029 *	4,545,000
2025	9,390,000		

* Unamortized principal at stated maturity.

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Principal Payment Date, the Authority may (a) deposit monies with the Trustee to be used to purchase 2000A Term Bonds, or direct the Trustee to cause monies in the Debt Service Fund to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Principal Payment Date, or (b) receive a credit against the Amortization Requirements for 2000A Term Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Amortization Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Amortization Requirement. Each such 2000A Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Amortization Requirement with respect to 2000A Term Bonds due on the same date as the Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Amortization Requirement will be credited against the future Amortization Requirements of term bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such 2000A Term Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

(d) Optional Redemption. The 2000A Bonds may not be called for redemption at the option of the Authority prior to January 1, 2010.

On and after January 1, 2010, the 2000A Bonds maturing on and after January 1, 2011 may be called for redemption prior to maturity at the option of the Authority, from any moneys that may be made available for such purpose, other than moneys set aside in respect of an Interest Requirement, Principal Requirement or Amortization Requirement for other bonds, in whole or in part at any time, from such maturity or maturities as the Authority may direct and

within a maturity by lot, at redemption prices (expressed as a percentage of principal amount of 2000A Bonds, or portions thereof, to be redeemed), plus interest accrued to the date fixed for redemption, as follows:

<u>Redemption Period (dates inclusive)</u>	<u>Redemption Price</u>
January 1, 2010 through December 31, 2010	101%
January 1, 2011 through December 31, 2011	100.5%
January 1, 2012 and thereafter	100%

(e) Form of 2000A Bonds. The definitive 2000A Bonds issued under the provisions of this Supplemental Agreement shall be in substantially the form set forth in Appendix A. The 2000A Bonds shall be issued in registered form without coupons in the name of Cede & Co., as nominee of The Depository Trust Company, with certificates which shall be numbered AR-1 followed by the number of the 2000A Bonds.

SECTION 2.2. Authorization of Bonds.

Upon their execution in the form and manner set forth in the Agreement and this Supplemental Agreement, the 2000A Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and, upon due and valid execution and acceptance of the Agreement and this Supplemental Agreement, by the proper parties thereto, the Trustee shall cause the Bond Registrar to deliver the 2000A Bonds for the account of Tucker Anthony Incorporated as representative of the underwriters, at The Depository Trust Company, New York, New York (or its custodian), against payment therefor in accordance with and subject to the provisions of Section 209 of the Agreement.

SECTION 2.3. Appointments.

Pursuant to Section 209 of the Agreement, the Authority hereby makes or affirms the following appointments:

- (a) as Paying Agent and Bond Registrar for the Bonds, Wilmington Trust Company, which is also Trustee under the Agreement and this Supplemental Agreement;
- (b) as Depository with respect to the following funds, each of the following:
 - (i) Series 2000A Construction Account in the Construction Fund: Commerce Bank;
 - (ii) Revenue Fund: Wilmington Trust Company;
 - (iii) Reserve Maintenance Fund: PNC Bank; and

(iv) General Fund: (including the Authority's self-insurance fund) Wilmington Trust Company; and

(c) as Insurer, Ambac Assurance Corporation.

SECTION 2.4. Application of 2000A Bond Proceeds.

The proceeds of the 2000A Bonds shall be applied in accordance with the provisions of Section 209 of the Agreement as follows:

(1) to the Trustee for deposit to a special account in the Debt Service Fund, the amount of any accrued interest received with the purchase price with respect to the 2000A Bonds;

(2) to the Trustee for deposit to the Debt Service Reserve Fund, a portion of the proceeds of the 2000A Bonds in the amount of \$5,566,613.75;

(3) to the Insurer, in satisfaction of the premium payment to the Insurer in connection with the issuance of the Bond Insurance Policy, the amount of \$680,194.33;

(4) to the Trustee for deposit in the General Fund, a portion of the proceeds of the 2000A Bonds in the amount of \$23,009,980.19 to reimburse the Authority for costs of the Additional Facilities previously paid; and

(5) to Commerce Bank for deposit to a special subaccount in the Construction Fund designated "Series 2000A Construction Account", the balance of the proceeds (\$68,941,107.62) of such 2000A Bonds.

ARTICLE III

REGARDING THE BOND INSURER

SECTION 3.1. Additional Provisions.

The following provisions are incorporated in this Supplemental Agreement and shall apply to the 2000A Bonds insured by the Bond Insurer (the "Insured 2000A Bonds") as long as the Bond Insurer is not in default under the Bond Insurance Policy:

(a) The definition of "Defeasance Obligations" in Article I of the Initial Agreement shall be amended to read as follows; provided, in any event, that such obligations also constitute "Defeasance Obligations" as defined originally in the Initial Agreement.

Defeasance Obligations. The term "Defeasance Obligations" shall mean (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in subsection (ii) below), (ii) direct obligations of

(including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America or (iii) senior debt obligations of other Government Sponsored Agencies approved by the Bond Insurer.

(b) Notwithstanding anything to the contrary, in the event that the principal and/or interest due on the Insured 2000A Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured 2000A Bonds shall remain Outstanding for all purposes, not to be defeased or otherwise satisfied and not be considered paid by the Authority and the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Authority to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners.

(c) While the Bond Insurance Policy is in effect, the Authority or the Trustee shall furnish to the Bond Insurer (to the attention of the Surveillance Department unless otherwise indicated):

(1) as soon as practicable after the filing thereof, a copy of any financial statement of the Authority and a copy of any audit and annual report of the Authority;

(2) a copy of any notice to be given to the registered owners of the Insured 2000A Bonds, including, without limitation, notice of any redemption of or defeasance of Insured 2000A Bonds, and any certificate rendered pursuant to the Agreement relating to the security for the Insured 2000A Bonds; and

(3) such additional information as the Bond Insurer may reasonably request.

(d) The Trustee shall notify the Bond Insurer (to the attention of the General Counsel Office) of any failure of the Authority to provide relevant notices, certificates, or other documentation.

(e) The Authority will permit the Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Bond Insurer may reasonably request regarding the security for the Insured 2000A Bonds with appropriate officers of the Authority. The Trustee or Authority, as appropriate, will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Insured 2000A Bonds at any reasonable time.

(f) The Bond Insurer shall have the right to direct an accounting at the Authority's expense, and the Authority's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and

diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Insured 2000A Bonds.

(g) Notwithstanding any other provision of the Agreement, the Trustee or the Authority, as appropriate, are each obligated to immediately notify the Bond Insurer (to the attention of the General Counsel Office) if at any time there are insufficient moneys to make any payments of principal and/or interest on the Insured 2000A Bonds as required and immediately upon the occurrence of any event of default under the Agreement.

(h) To the extent that the Authority has entered into a Continuing Disclosure Agreement with respect to the Insured 2000A Bonds, the Bond Insurer shall be included as a party to be notified.

(i) As long as the Bond Insurance Policy shall be in full force and effect, the Authority and the Trustee agree to comply with the following provisions:

(1) At least one (1) day prior to all Interest Payment Dates the Trustee will determine whether there will be sufficient funds in the funds and accounts to pay the principal of or interest on the Insured 2000A Bonds on such Interest Payment Date (notwithstanding any provisions to the contrary in the Indenture). If the Trustee determines that there will be insufficient funds in such funds and accounts, the Trustee shall so notify the Bond Insurer. Such notice shall specify the amount of the anticipated deficiency, the Insured 2000A Bonds to which such deficiency is applicable and whether such Insured 2000A Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Bond Insurer at least one (1) day prior to an Interest Payment Date, the Bond Insurer will make payments of principal or interest due on the Insured 2000A Bonds on or before the first (1st) day next following the date on which the Bond Insurer shall have received notice of nonpayment from the Trustee.

(2) The Bond Registrar shall, after giving notice to the Bond Insurer as provided in (1) above, make available to the Bond Insurer and, at the Bond Insurer's direction, to the United States Trust Company of New York, as insurance trustee for the Bond Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Authority maintained by the Bond Registrar and all records relating to the funds and accounts maintained under the Agreement.

(3) The Bond Registrar shall provide the Bond Insurer and the Insurance Trustee with a list of registered owners of Insured 2000A Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Insured 2000A Bonds entitled to receive full or partial interest payments from the Bond Insurer and (ii) to pay principal upon Insured 2000A Bonds surrendered to the Insurance Trustee by the registered owners of Insured 2000A Bonds entitled to receive full or partial principal payments from the Bond Insurer.

(4) The Bond Registrar shall, at the time it provides notice to the Bond Insurer pursuant to (1) above, notify registered owners of Insured 2000A Bonds entitled to receive the payment of principal or interest thereon from the Bond Insurer (i) as to the fact of such entitlement, (ii) that the Bond Insurer will remit to them all or a part of the interest payments next coming due upon proof of bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Bond Insurer, they must surrender their Insured 2000A Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Insured 2000A Bonds to be registered in the name of the Bond Insurer) for payment to the Insurance Trustee, and not the Bond Registrar and (iv) that should they be entitled to receive partial payment of principal from the Bond Insurer, they must surrender their Insured 2000A Bonds for payment thereon first to the Bond Registrar who shall note on such Insured 2000A Bonds the portion of the principal paid by the Bond Registrar, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(5) In the event that the Bond Registrar has notice that any payment of principal of or interest on an Insured 2000A Bond which has become Due for Payment and which is made to a bondholder by or on behalf of the Authority has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Bond Registrar shall, at the time the Bond Insurer is notified pursuant to (1) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Bond Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Bond Registrar shall furnish to the Bond Insurer its records evidencing the payments of principal of and interest on the Insured 2000A Bonds which have been made by the Bond Registrar and subsequently recovered from registered owners and the dates on which such payments were made.

(6) In addition to those rights granted the Bond Insurer under this Supplemental Agreement, the Bond Insurer shall, to the extent it makes payment of principal of or interest on Insured 2000A Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Bond Registrar shall note the Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Bond Registrar upon receipt from the Bond Insurer of proof of the payment of interest thereon to the registered owners of the Insured 2000A Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Bond Registrar shall note the Bond Insurer's rights as subrogee on the registration books of the Authority maintained by the Bond Registrar upon surrender of the Insured 2000A Bonds by the registered owners thereof together with proof of the payment of principal thereof.

(j) Any provision of this Supplemental Agreement expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

(k) Unless otherwise provided in this Section 3.1, the Bond Insurer's consent shall be required, but only to the extent such actions would require the consent of any or all of the bondholders of the Insured 2000A Bonds, for the following purposes: (i) execution and delivery of any Supplemental Agreement (other than with respect to the issuance of additional bonds) or any amendment, supplement or change to or modification of the Agreement; (ii) removal of the Trustee, Paying Agent or Bond Registrar and selection and appointment of any successor trustee, paying agent or bond registrar; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires bondholder consent.

(l) Anything in the Agreement to the contrary notwithstanding, upon the occurrence and continuance of any default relating to the Insured 2000A Bonds or this Supplemental Agreement, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the bondholders of the Insured 2000A Bonds or the Trustee for the benefit of such bondholders under the Agreement, including, without limitation: (i) the right to accelerate the principal of the Insured 2000A Bonds as described in the Agreement, and (ii) the right to annul any declaration of acceleration, and the Bond Insurer shall also be entitled to approve all waivers of events of default.

(m) Any reorganization or liquidation plan with respect to the Authority must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all bondholders who hold Insured 2000A Bonds absent a default by the Bond Insurer under the Bond Insurance Policy.

(n) The Bond Insurer shall receive a copy of any notice to be given to the registered owners of the Insured 2000A Bonds, including, without limitation, notification of any redemption of or the defeasance of Insured 2000A Bonds, and any certificate rendered pursuant to the Agreement relating to the security for the Insured 2000A Bonds.

(o) To the extent that this Supplemental Agreement confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Supplemental Agreement, the Bond Insurer is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(p) Nothing in this Supplemental Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, the Bond Registrar, the Bond Insurer and the registered owners of the 2000A Bonds, any right, remedy or claim under or by reason of this Supplemental Agreement or any covenant, condition or stipulation hereof and all covenants, stipulations, promises and agreements in this Supplemental Agreement contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee,

the Paying Agent, the Bond Registrar, the Bond Insurer and the registered owners of the 2000A Bonds.

(q) The Bond Insurer shall receive prior written notice of any Trustee (or Paying Agent or Bond Registrar) resignation.

(r) Notwithstanding any other provision of the Agreement, in determining whether the rights of the bondholders will be adversely affected by any action taken pursuant to the terms and provisions of the Agreement, the Trustee shall consider the effect on the bondholders as if there were no Bond Insurance Policy.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1. Amendment of Initial Agreement.

The term "Rating Services" as defined in the Initial Agreement is hereby amended to read as follows:

"The term 'Rating Services' shall mean the nationally recognized rating services that shall have assigned ratings to any bonds outstanding as requested by the Authority, and which ratings are then currently in effect."

SECTION 4.2. Multiple Counterparts.

This Supplemental Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 4.3. Headings etc. Not Part of Agreement.

Any headings preceding the texts of the several articles or sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Supplemental Agreement, nor shall they affect its meaning, construction or effect.

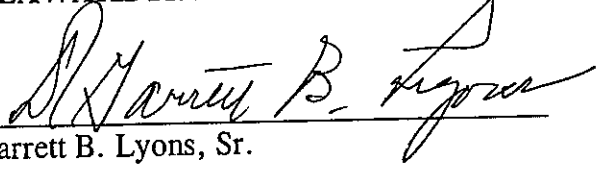
SECTION 4.4. Controlling Laws.

This Supplemental Agreement is made and entered into under and pursuant to the Constitution and Laws of the State of Delaware and of the State of New Jersey, particularly the Enabling Legislation and the Compact.

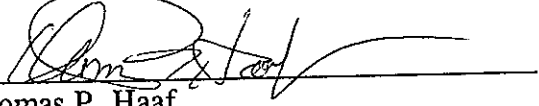
IN WITNESS WHEREOF, The Delaware River and Bay Authority, by its Board of Commissioners as the governing body thereof, has caused this Supplemental Agreement to be executed by the Chairman, the Vice-Chairman and the Secretary of the Authority under the official and corporate seal of The Delaware River and Bay Authority, and Wilmington Trust Company, as Trustee has caused this Supplemental Agreement to be executed in its behalf by its Vice President and its corporate seal to be impressed hereon and attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

THE DELAWARE RIVER AND BAY AUTHORITY

By:



Garrett B. Lyons, Sr.
Chairman


Albert A. Fralinger, Jr.
Vice-Chairman


Thomas P. Haaf
Secretary

[Seal]

This Supplemental Trust Agreement is hereby acknowledged and approved this 28th day of July, 2000.
June 94K

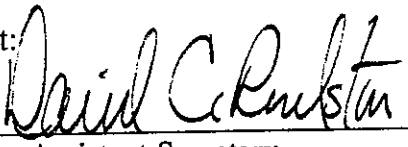

Chairman, Finance Committee

WILMINGTON TRUST COMPANY,
Trustee

By:


DAVID A. VANASKEY, JR.
Vice President

Attest:


Assistant Secretary

Approved as to legality and form:

MORRIS, NICHOLS, ARSHT & TUNNELL

A handwritten signature in black ink, appearing to read "O. Francis Biondi", written over a horizontal line.

By O. FRANCIS BIONDI, ESQ.

Counsel for the Authority

CAFIERO & BALLIETTE AND BALLIETTE, P.A.

A handwritten signature in black ink, appearing to read "W. M. Balliette, Jr.", written over a horizontal line.

By WILLIAM M. BALLIETTE, JR., ESQ.

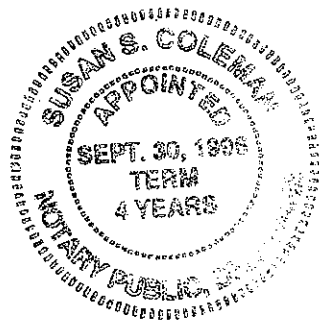
Counsel for the Authority

STATE OF DELAWARE)
) ss.:
NEW CASTLE COUNTY)

The foregoing Supplemental Agreement was acknowledged before me, a notary public within and for said County and State, on the 22 day of June 2000, by A. VANASKEY Jr., who is a Vice President of WILMINGTON TRUST COMPANY and who acknowledged that the name of said bank and trust company was subscribed to the foregoing Supplemental Agreement by himself as Vice President thereof by the direction and authority of said trust company and that the seal impressed thereon is the seal of said trust company.

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)

My Commission expires
September 30, 2000

STATE OF DELAWARE

SS.

COUNTY OF NEW CASTLE

The foregoing instrument was signed before me this 20th day of June, 2000 by Garrett B. Lyons, Sr., Chairman of The Delaware River and Bay Authority; Albert A. Fralinger, Jr., Vice-Chairman of The Delaware River and Bay Authority; Thomas P. Haaf, Secretary of The Delaware River and Bay Authority; and John A. Kugler, Chairman of the Finance Committee of The Delaware River and Bay Authority.

Danielle S. Messina
Notary

[Seal]

APPENDIX A

NO. AR-

\$ _____

United States of America

THE DELAWARE RIVER AND BAY AUTHORITY

REVENUE BOND, SERIES 2000A

Interest Rate	Maturity Date	Dated Date	CUSIP No.
_____ %	January 1,	June 1, 2000	

Registered Owner: CEDE & CO.

Principal Amount: _____ Dollars

The Delaware River and Bay Authority (herein sometimes called the "Authority"), a body politic and an agency of government of the State of Delaware and the State of New Jersey, for value received, hereby promises to pay, but solely from the funds provided therefor as hereinafter set forth and in the manner hereinafter provided, to the registered owner hereof 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 Wilmington Trust Company in the City of Wilmington, Delaware (the "Bond Registrar"), 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, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Dated Date set forth above at the Interest Rate stated above per annum until said Principal Amount is paid, such interest to the maturity or earlier redemption hereof being payable semi-annually on the 1st day of January and July in each year commencing January 1, 2001, 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 January 1, or July 1, in which event from such date, at the Interest Rate set forth above. 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 wire transfer or by check mailed to the person in whose name this bond (or one or more predecessor bonds, as defined in the Agreement hereinafter mentioned) is registered at the close of business on the regular record date for such interest, which shall be the June 15 or December 15 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 owner's 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 pledge the credit of the State of Delaware or the State of New Jersey or of any agency or political subdivision thereof or to create a debt or liability of the State of Delaware or the State of New Jersey or of any agency or political subdivision thereof. Neither the State of Delaware or the State of New Jersey nor the Authority shall be obligated to pay this bond, the interest or the redemption premium, if any, hereon except from tolls and other revenues and from the funds created under the Agreement, and neither the faith and credit nor the taxing power of the State of Delaware or the State of New Jersey or of any of their political subdivisions is pledged to the payment of the principal of, the interest or the redemption premium, if any, on this bond and the Authority has no power to pledge hereafter the credit or to create any debt or liability of the State of Delaware, of the State of New Jersey or of any other agency or of any political subdivision of said States.

This bond is one of a duly authorized series of revenue bonds of the Authority in an aggregate principal amount of Ninety-Eight Million Seven Hundred Fifty-Five Thousand Dollars (\$98,755,000), designated as "Delaware River and Bay Authority Revenue Bonds, Series 2000A" (the "bonds"), dated as of the 1st day of June, 2000, consisting of bonds maturing in annual installments on the 1st day of January in the years 2005 to 2020, inclusive (herein called the "serial bonds"), and of bonds maturing on the 1st day of January, 2029 (herein called the "term bonds"), for the purpose of providing funds for the costs of various capital projects undertaken or to be undertaken in the fiscal years ending December 31, 1999, 2000, 2001 and 2002 and identified in the Authority's Five-Year Capital Improvement Program. Said capital projects relate to the improvement, rehabilitation and expansion of the twin spans of the Delaware Memorial Bridge and the Cape May-Lewes ferry system and related facilities and appurtenances (the "Project").

All of the bonds are issued under and pursuant to a Trust Agreement, dated as of the 1st day of October, 1993, by and between the Authority and Wilmington Trust Company, in the City of Wilmington, Delaware, as trustee (said Wilmington Trust Company and any bank or trust company becoming successor trustee under the Agreement being herein called the "trustee") as supplemented by Supplemental Trust Agreement Number 1, dated as of the 1st day of October, 1993, Supplemental Trust Agreement Number 2, dated as of the 1st day of August, 1996, and Supplemental Trust Agreement Number 3, dated as of the 1st day of June, 2000 by and between the Authority and the Trustee (said agreements, together with all agreements supplemental thereto as therein permitted, being herein called the "Agreement"), an executed counterpart of which Agreement is on file at the principal 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 and of the Trustee, Paying Agent, Depositories and the Bond Registrar for the Series 2000A Bonds and the rights of the registered holders of the bonds, and, by the acceptance of this bond, the registered holder hereof assents to all of the provisions of the Agreement.

Under the Agreement, the Authority issued (i) on October 27, 1993 its Revenue Bonds, Series 1993, in the aggregate principal amount of \$123,755,000 and (ii) on August 21, 1996 its Revenue Bonds, Series 1996, in the aggregate principal amount of \$67,065,000, which are payable from the Debt Service Fund (hereinafter mentioned) on a parity with the bonds and any additional series of bonds issued, from time to time, under the conditions, limitations and restrictions set forth in the Agreement, for the purpose of (a) paying all or any part of the cost of or completing payment of the cost of (i) any structure or facility adapted for public use in crossing the Delaware River or the Delaware Bay between the State of Delaware and the State of New Jersey, whether by bridge, tunnel, ferry or other device, and by any vehicle or means of transportation of persons and property, including all approaches and connecting and service routes and appurtenances and equipment relating thereto, or any addition or improvement to, capital program associated with, or any enlargement or replacement of, any part of the Project, the Authority's existing Delaware Memorial Bridge, its Cape May-Lewes ferry system, or any additional crossing (collectively, the Authority's "Crossing Facilities"), or any other structure, facility or other enterprise that may be included in, or permitted by, the definition of the term "Crossing" contained in the Compact (defined in the paragraph below) from time to time or (ii) any Additional Facilities (as defined in the Agreement) for the purpose of preventing a loss of Net Revenues (as defined in the Agreement) derived from such Crossing Facilities, provided that such loss of Net Revenues would be the result of an emergency or some unusual or extraordinary occurrence and that the proceeds of such additional series of bonds would not be used for such purpose to the extent that insurance proceeds relating to such an occurrence were then available, and (b) refunding bonds issued under the provisions of the Agreement and other indebtedness of the Authority. In addition, the Agreement provides for the issuance of parity indebtedness as well as subordinate obligations.

This bond is issued and the Agreement was made and entered into under and pursuant to the Constitution and laws of the State of Delaware, particularly Chapters 145 and 146, Volume 53, Laws of Delaware, approved by the Governor of the State of Delaware July 21, 1961 and Chapter 252, Volume 67, Laws of Delaware, approved by the Governor of Delaware June 28, 1990, and the Constitution and laws of the State of New Jersey, particularly Chapter 66 of the Pamphlet Laws of 1961 of the State of New Jersey, approved by the Governor of the State of New Jersey June 3, 1951 and Chapter 192 of the Pamphlet Laws of 1989 of the State of New Jersey, approved by the Governor of the State of New Jersey October 18, 1989, and a compact contained in said Delaware and New Jersey laws and consented to by a Joint Resolution of the Congress of the United States of America, approved September 20, 1962, as amended and consented to by a Joint Resolution of the Congress of the United States of America, approved November 15, 1990 as the same may be further amended from time to time

(collectively referred to herein as the "Compact"), and under and pursuant to resolutions duly adopted by the Authority.

The Agreement, in accordance with and as required by the Compact, provides for the fixing, revising, charging and collecting by the Authority of tolls for the use of the Crossing Facilities and for revising such tolls from time to time in order that such tolls and other revenues of the Crossing Facilities will be sufficient to provide funds to pay the cost of maintaining, repairing and operating the Crossing Facilities to the extent provided in the Agreement and to pay the principal of and the interest on all bonds issued under the Agreement as the same shall become due and payable. 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, to the credit of a special fund designated "The Delaware River and Bay Authority Revenue Bonds Debt Service Fund" (herein called the "Debt Service Fund"), which fund is pledged to and charged with the payment of the principal of and the interest on all bonds issued under the Agreement.

The bonds are issuable as registered bonds without coupons in denominations of \$5,000 or any whole multiple thereof. At the principal office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Agreement, bonds may be exchanged for an equal aggregate principal amount of 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 but 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 bonds of this series at the time outstanding may be redeemed prior to their respective maturities, as described below:

Amortization Requirements. The Series 2000A Bonds constituting term bonds shall be subject to redemption prior to maturity at a redemption price equal to the principal amount thereof, plus interest accrued to the date fixed for redemption as follows:

\$67,775,000

Term Bonds due January 1, 2029

<u>Principal Payment Date (January 1)</u>	<u>Amortization Requirement</u>	<u>Principal Payment Date (January 1)</u>	<u>Amortization Requirement</u>
2021	\$2,960,000	2026	\$9,930,000
2022	3,130,000	2027	15,070,000
2023	3,315,000	2028	15,935,000
2024	3,500,000	2029 *	4,545,000
2025	9,390,000		

*Unamortized principal at stated maturity.

Optional Redemption. The Series 2000A Bonds may not be called for redemption at the option of the Authority prior to January 1, 2010.

On and after January 1, 2010, the Series 2000A Bonds maturing on or after January 1, 2011 may be called for redemption prior to maturity at the option of the Authority, from any moneys that may be made available for such purpose, other than moneys set aside in respect of an Interest Requirement, Principal Requirement or Amortization Requirement for other bonds, in whole or in part at any time, from such maturity or maturities as the Authority may direct, at redemption prices (expressed as a percentage of principal amount of the Series 2000A Bonds, or portions thereof, to be redeemed), plus interest accrued to the date fixed for redemption, as follows:

<u>Redemption Period (dates inclusive)</u>	<u>Redemption Price</u>
January 1, 2010 through December 31, 2010	101%
January 1, 2011 through December 31, 2011	100.5%
January 1, 2012 and thereafter	100%

If less than all of the Series 2000A Bonds of any one maturity shall be called for redemption, the particular Series 2000A Bonds or portions of registered Series 2000A Bonds to be redeemed from such maturity shall be selected by lot in such manner as the Trustee deems fair and appropriate as provided in the Agreement.

At least 30 days but no more than 60 days before the redemption date of any Series 2000A Bonds, a notice of any such redemption will be mailed, first class, postage prepaid, to all registered owners of Series 2000A Bonds to be redeemed as a whole or in part, 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. Each such notice will set forth the bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, and if less than all the bonds will be called for redemption, the maturities of the bonds to be redeemed and shall otherwise comply with Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to at least two information services of national recognition which disseminate redemption information with respect to tax-exempt securities. On the date fixed for redemption, notice having been mailed in the manner provided in the Agreement, the Series 2000A 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 bond shall be called for redemption, a new Series 2000A 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 holder 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.

All acts, conditions and things required by the constitutions and laws of the State of Delaware and the State of New Jersey and the Compact 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, The Delaware River and Bay Authority, by its Board of Commissioners as the governing body thereof, has caused this bond to bear the manual signatures of the Chairman, the Vice-Chairman and the Secretary of the Authority, and a facsimile of the official and corporate seal of said Authority to be imprinted hereon, all as of the 1st day of June, 2000.

Vice-Chairman of The Delaware
River and Bay Authority

Chairman of The Delaware
River and Bay Authority

Secretary of The Delaware
River and Bay Authority

(To be endorsed on all bonds)

CERTIFICATE OF AUTHENTICATION

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

WILMINGTON TRUST COMPANY,
As Bond Registrar

By _____
Authorized Officer

STATEMENT OF INSURANCE

Municipal Bond Insurance Policy No. 17375BE (the "Policy") with respect to payments due for principal of and interest on this bond has been issued by Ambac Assurance Corporation ("Ambac Assurance"). The Policy has been delivered to the United States Trust Company of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the subrogation rights of Ambac Assurance as more fully set forth in the Policy.

[Form of 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 bond, 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.