



DC/26300724-1/Confirm



AMENDED AND RESTATED CONFIRMATION

To: New Jersey Turnpike Authority ("Counterparty")
Legal Entity Identifier (LEI): LEI:5493005YN67D71KSMI84
Attention: John O'Hern
Phone: 732-750-5300 x8004
Email: ohern@turnpike.state.nj.us

From: Wells Fargo Bank, N.A. ("Wells Fargo")
Legal Entity Identifier (LEI): LEI:KB1H1DSPRFMYMCUFXT09
Phone: 704-410-5111
Fax: 844-879-8056
Email: inboundconfirms1@wellsfargo.com

Ref. No: 8700399 (Internal Reference 26300724)
Swap Data Repository: DTCC Data Repository, LLC
Current Unique Swap Identifier (USI): 103039933701W0000000000000000000026300724
Previous Unique Swap Identifier (USI): 103039933701W0000000000000000000008700399
Date: September 26, 2017

Dear John O'Hern:

Reference is made to that certain Novation Confirmation dated May 20, 2013 between the Counterparty and Wells Fargo regarding a Transaction with a reference number of 8700399, a Trade Date of May 20, 2013, an Effective Date of May 21, 2013 and a Termination Date of January 01, 2030 ("Prior Confirmation"). **This Confirmation amends and restates the Prior Confirmation, provided that nothing in this Confirmation amends or restates the Prior Confirmation for any amounts payable under this Transaction with respect to any date or Calculation Period occurring on or prior to November 1, 2017, and to that extent the Prior Confirmation shall survive.**

This confirms the terms of the Transaction described below between Counterparty and Wells Fargo. The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International

Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern. Fixed Amounts and Floating Amounts for each applicable Payment Date hereunder will be calculated in accordance with the ISDA Definitions, and if any Fixed Amount and Floating Amount are due for the same Payment Date hereunder, then those amounts shall not be payable and instead the Fixed Rate Payer shall pay the positive difference, if any, between the Fixed Amount and the Floating Amount, and the Floating Rate Payer shall pay the positive difference, if any, between the Floating Amount and the Fixed Amount.

1. The terms of the particular Transaction to which the Confirmation relates are as follows:

<u>Transaction Type:</u>	Interest Rate Swap
<u>Currency for Payments:</u>	U.S. Dollars
<u>Notional Amount:</u>	For a Calculation Period, the amount set forth opposite that Calculation Period on Attachment I hereto
<u>Term:</u>	
Trade Date:	May 20, 2013
Effective Date:	May 21, 2013
Termination Date:	January 1, 2030

Fixed Amounts:

Fixed Rate Payer:	Counterparty
Period End Dates:	Monthly on the 1st of each month commencing June 01, 2013, through and including the Termination Date; No Adjustment.
Payment Dates:	Monthly on the 1st of each month commencing June 03, 2013, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention; provided that the Fixed Rate Payer Period End Dates shall be subject to No Adjustment.
Business Day Convention:	Modified Following
Business Day:	New York
Fixed Rate :	4.172%
Fixed Rate Day Count Fraction:	30/360

Floating Amounts:

Floating Rate Payer:	Wells Fargo
Period End Dates:	Monthly on the 1st of each month commencing June 01, 2013, through and including the Termination Date; No Adjustment.
Payment Dates:	Monthly on the 1st of each month commencing June 03, 2013, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention; provided that the Floating Rate Payer Period End Dates shall be subject to No Adjustment.

Business Day Convention:	Modified Following
Business Day:	New York
Floating Rate Option:	70% of USD-LIBOR-BBA
Designated Maturity:	1 Month
Spread:	None
Floating Rate Day Count Fraction:	Actual/360
Floating Rate determined:	Two London Banking Days prior to each Reset Date.
Reset Dates:	The first day of each Calculation Period.
Compounding:	Inapplicable
Rounding convention:	5 decimal places per the ISDA Definitions.

2. The additional provisions of this Confirmation are as follows:

<u>Calculation Agent:</u>	Per the ISDA Master Agreement, or if not specified, Wells Fargo
<u>Payment Instructions:</u>	Wells Fargo Bank, NA. ABA : 121000248 Ref: Trade No:8700399 (Internal Reference 26300724) Account #:01014894464228
<u>Wells Fargo Contacts:</u>	Settlement and/or Rate Resets: 800-249-3865 704-410-8511

**Documentation:
Phone: 704-410-5111
Fax: 844-879-8056**

**Collateral:
Phone: 704-410-8116
Fax: 704-410-8515
Email: collateral.mgmt@wellsfargo.com**

<u>Payments to Counterparty:</u>	Please quote transaction reference number. Per your standing payment instructions or debit authorization if provided to Wells Fargo, as relevant. If not provided, please contact us in order for payment to be made.
---	--

Phone: 1-800-249-3865 Fax: 1-704-410-8511

Additional Terms:

At Counterparty's request, the parties have agreed (i) to amend this Transaction and (ii) that the value to either party of such amendment (the "Amendment Fee") has been reflected in an adjustment to the Fixed Rate of this Transaction without either party agreeing or being obligated to pay an Amendment Fee.

Documents to be delivered:

The following documents shall be delivered by Counterparty to Wells Fargo on or before October 26, 2017:

- (a) Certified copy of a Certificate of Determination delivered by the Authority pursuant to the Series 2016 Resolution designating this Transaction as a Qualified Swap with respect to Bonds issued under the Covered Indenture and setting forth such other determinations with respect to this Transaction as may be required under the Covered Indenture and the Series 2016 Resolution;
- (b) Opinion of legal counsel to Counterparty with respect to this Transaction, in form and substance reasonably satisfactory to Wells Fargo; and
- (c) Written designation to the Trustee with respect to this Transaction as a Qualified Swap as required by the Covered Indenture.

Optional Termination

(i) Counterparty shall have the option to terminate this Transaction early (provided that no Event of Default, Potential Event of Default or Termination Event shall have occurred and be continuing with respect to Counterparty), in whole or in part, by providing (A) at least five (5) New York Business Days' prior written notice to Wells Fargo of its election to terminate this Transaction early as of the "Optional Early Termination Date" designated by Counterparty in such notice, and (B) evidence reasonably satisfactory to Wells Fargo that any and all amounts owed to Wells Fargo in connection with such early termination would be paid within two (2) New York Business Days after such Optional Early Termination Date; provided, however, that such option to terminate this Transaction (or portion hereof) early shall not prevent either party from designating an Early Termination Date in accordance with the provisions of Section 6 of the Master Agreement referred to herein (as the result of an Event of Default or Termination Event), to be effective on or prior to the Optional Early Termination Date designated hereunder by Counterparty. Such exercise by Counterparty of such option shall constitute an Additional Termination Event under Section 6(e) of the Master Agreement with Counterparty as the sole Affected Party and this Transaction (or portion thereof being terminated early) as the sole Affected Transaction, and the parties shall attempt to reach agreement on the amount and obligor of the payment to be made under such Section 6(e) for such early termination ("Cash Settlement Amount").

(ii) If by the Optional Early Termination Date the parties do not reach such agreement, Wells Fargo shall seek actionable bids for this Transaction (or the relevant portion thereof) from Reference-Market-makers on the Optional Early Termination Date consistent with the provisions of Section 6 of the Master Agreement as though Market Quotation and Second Method applied, and Wells Fargo shall notify Counterparty of such bids and the calculation of the Cash Settlement Amount orally by telephone not later than 3:00 PM (New York City time) on the Optional Early Termination Date; provided that if Wells Fargo disagrees with such calculation and notifies Counterparty of such disagreement, then this Transaction (or relevant portion thereof) shall not be terminated early pursuant to the Optional Early Termination provisions of this Confirmation (and such option exercise shall be deemed void), but Counterparty may transfer its rights and obligations under this Transaction (or relevant portion thereof) to any of the Reference Market-makers who provided a bid, provided that (A) Wells Fargo receives notice of such transfer within two (2) New York Business Days after the Optional Early Termination Date, and (B) Counterparty and the transferee execute and deliver to Wells Fargo for such transfer a mutually acceptable novation agreement among Wells Fargo, Counterparty and such transferee within five (5) New York Business Days after the Optional Early Termination Date.

Eligibility:

Each party represents that it is an "eligible contract participant" within the meaning of the Commodity Exchange Act (7 U.S.C. § 1 et seq), as amended by the Dodd Frank Wall Street Reform and Consumer Protection Act and as modified by 17 C.F.R. § 1.3(m). The ISDA Non-ECP Guarantor Exclusionary Terms available here: <http://www2.isda.org/functional-areas/legal-and-documentation/standard-terms> ("Exclusionary Terms") are incorporated by reference in this Confirmation and apply to the entry into this Transaction by the parties within the meaning of §2(e) of the Commodity Exchange Act. For the avoidance of doubt, the Exclusionary Terms will not apply, in respect of any guarantor, to any unwind, termination, transfer or other disposition of this Transaction, whether in whole or in part, to the extent this Transaction is lawfully guaranteed by such guarantor, whether or not such guarantor is an ECP (as defined in the Exclusionary Terms) when such unwind, termination, transfer or other disposition is agreed or effected.

Documentation:

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement between Wells Fargo and Counterparty dated as of May 17, 2013, as amended and supplemented from time to time (the "ISDA Master Agreement"). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Very truly yours,
Wells Fargo Bank, N.A.



By: _____

Name: Corey Rudzinski

Its: Authorized Signatory

Ref. No. 8700399 (Internal Reference 26300724)

Accepted and confirmed as of date first written
above:

New Jersey Turnpike Authority

By: _____

Name: *Joseph W. Mrozek*

Title: *Executive Director*

ATTACHMENT I
Amortization Schedule for 8700399 (Internal Reference 26300724)

<u>Calculation Period</u> (from and including, to but excluding)		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u> (at end of period)
01 Nov 17	to 01 Dec 17	160,000,000.00	0.00
01 Dec 17	to 01 Jan 18	160,000,000.00	0.00
01 Jan 18	to 01 Feb 18	160,000,000.00	0.00
01 Feb 18	to 01 Mar 18	160,000,000.00	0.00
01 Mar 18	to 01 Apr 18	160,000,000.00	0.00
01 Apr 18	to 01 May 18	160,000,000.00	0.00
01 May 18	to 01 Jun 18	160,000,000.00	0.00
01 Jun 18	to 01 Jul 18	160,000,000.00	0.00
01 Jul 18	to 01 Aug 18	160,000,000.00	0.00
01 Aug 18	to 01 Sep 18	160,000,000.00	0.00
01 Sep 18	to 01 Oct 18	160,000,000.00	0.00
01 Oct 18	to 01 Nov 18	160,000,000.00	0.00
01 Nov 18	to 01 Dec 18	160,000,000.00	0.00
01 Dec 18	to 01 Jan 19	160,000,000.00	0.00
01 Jan 19	to 01 Feb 19	160,000,000.00	0.00
01 Feb 19	to 01 Mar 19	160,000,000.00	0.00
01 Mar 19	to 01 Apr 19	160,000,000.00	0.00
01 Apr 19	to 01 May 19	160,000,000.00	0.00
01 May 19	to 01 Jun 19	160,000,000.00	0.00
01 Jun 19	to 01 Jul 19	160,000,000.00	0.00
01 Jul 19	to 01 Aug 19	160,000,000.00	0.00
01 Aug 19	to 01 Sep 19	160,000,000.00	0.00
01 Sep 19	to 01 Oct 19	160,000,000.00	0.00
01 Oct 19	to 01 Nov 19	160,000,000.00	0.00
01 Nov 19	to 01 Dec 19	160,000,000.00	0.00
01 Dec 19	to 01 Jan 20	160,000,000.00	0.00
01 Jan 20	to 01 Feb 20	160,000,000.00	0.00
01 Feb 20	to 01 Mar 20	160,000,000.00	0.00
01 Mar 20	to 01 Apr 20	160,000,000.00	0.00
01 Apr 20	to 01 May 20	160,000,000.00	0.00
01 May 20	to 01 Jun 20	160,000,000.00	0.00
01 Jun 20	to 01 Jul 20	160,000,000.00	0.00
01 Jul 20	to 01 Aug 20	160,000,000.00	0.00
01 Aug 20	to 01 Sep 20	160,000,000.00	0.00
01 Sep 20	to 01 Oct 20	160,000,000.00	0.00
01 Oct 20	to 01 Nov 20	160,000,000.00	0.00
01 Nov 20	to 01 Dec 20	160,000,000.00	0.00
01 Dec 20	to 01 Jan 21	160,000,000.00	12,415,000.00

<u>Calculation Period</u> (from and including, to but excluding)		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u> (at end of period)
01 Jan 21	to 01 Feb 21	147,585,000.00	0.00
01 Feb 21	to 01 Mar 21	147,585,000.00	0.00
01 Mar 21	to 01 Apr 21	147,585,000.00	0.00
01 Apr 21	to 01 May 21	147,585,000.00	0.00
01 May 21	to 01 Jun 21	147,585,000.00	0.00
01 Jun 21	to 01 Jul 21	147,585,000.00	0.00
01 Jul 21	to 01 Aug 21	147,585,000.00	0.00
01 Aug 21	to 01 Sep 21	147,585,000.00	0.00
01 Sep 21	to 01 Oct 21	147,585,000.00	0.00
01 Oct 21	to 01 Nov 21	147,585,000.00	0.00
01 Nov 21	to 01 Dec 21	147,585,000.00	0.00
01 Dec 21	to 01 Jan 22	147,585,000.00	13,112,500.00
01 Jan 22	to 01 Feb 22	134,472,500.00	0.00
01 Feb 22	to 01 Mar 22	134,472,500.00	0.00
01 Mar 22	to 01 Apr 22	134,472,500.00	0.00
01 Apr 22	to 01 May 22	134,472,500.00	0.00
01 May 22	to 01 Jun 22	134,472,500.00	0.00
01 Jun 22	to 01 Jul 22	134,472,500.00	0.00
01 Jul 22	to 01 Aug 22	134,472,500.00	0.00
01 Aug 22	to 01 Sep 22	134,472,500.00	0.00
01 Sep 22	to 01 Oct 22	134,472,500.00	0.00
01 Oct 22	to 01 Nov 22	134,472,500.00	0.00
01 Nov 22	to 01 Dec 22	134,472,500.00	0.00
01 Dec 22	to 01 Jan 23	134,472,500.00	13,832,500.00
01 Jan 23	to 01 Feb 23	120,640,000.00	0.00
01 Feb 23	to 01 Mar 23	120,640,000.00	0.00
01 Mar 23	to 01 Apr 23	120,640,000.00	0.00
01 Apr 23	to 01 May 23	120,640,000.00	0.00
01 May 23	to 01 Jun 23	120,640,000.00	0.00
01 Jun 23	to 01 Jul 23	120,640,000.00	0.00
01 Jul 23	to 01 Aug 23	120,640,000.00	0.00
01 Aug 23	to 01 Sep 23	120,640,000.00	0.00
01 Sep 23	to 01 Oct 23	120,640,000.00	0.00
01 Oct 23	to 01 Nov 23	120,640,000.00	0.00
01 Nov 23	to 01 Dec 23	120,640,000.00	0.00
01 Dec 23	to 01 Jan 24	120,640,000.00	14,582,500.00
01 Jan 24	to 01 Feb 24	106,057,500.00	0.00
01 Feb 24	to 01 Mar 24	106,057,500.00	0.00
01 Mar 24	to 01 Apr 24	106,057,500.00	0.00
01 Apr 24	to 01 May 24	106,057,500.00	0.00
01 May 24	to 01 Jun 24	106,057,500.00	0.00

<u>Calculation Period</u> (from and including, to but excluding)		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u> (at end of period)
01 Jun 24	to 01 Jul 24	106,057,500.00	0.00
01 Jul 24	to 01 Aug 24	106,057,500.00	0.00
01 Aug 24	to 01 Sep 24	106,057,500.00	0.00
01 Sep 24	to 01 Oct 24	106,057,500.00	0.00
01 Oct 24	to 01 Nov 24	106,057,500.00	0.00
01 Nov 24	to 01 Dec 24	106,057,500.00	0.00
01 Dec 24	to 01 Jan 25	106,057,500.00	15,390,000.00
01 Jan 25	to 01 Feb 25	90,667,500.00	0.00
01 Feb 25	to 01 Mar 25	90,667,500.00	0.00
01 Mar 25	to 01 Apr 25	90,667,500.00	0.00
01 Apr 25	to 01 May 25	90,667,500.00	0.00
01 May 25	to 01 Jun 25	90,667,500.00	0.00
01 Jun 25	to 01 Jul 25	90,667,500.00	0.00
01 Jul 25	to 01 Aug 25	90,667,500.00	0.00
01 Aug 25	to 01 Sep 25	90,667,500.00	0.00
01 Sep 25	to 01 Oct 25	90,667,500.00	0.00
01 Oct 25	to 01 Nov 25	90,667,500.00	0.00
01 Nov 25	to 01 Dec 25	90,667,500.00	0.00
01 Dec 25	to 01 Jan 26	90,667,500.00	16,240,000.00
01 Jan 26	to 01 Feb 26	74,427,500.00	0.00
01 Feb 26	to 01 Mar 26	74,427,500.00	0.00
01 Mar 26	to 01 Apr 26	74,427,500.00	0.00
01 Apr 26	to 01 May 26	74,427,500.00	0.00
01 May 26	to 01 Jun 26	74,427,500.00	0.00
01 Jun 26	to 01 Jul 26	74,427,500.00	0.00
01 Jul 26	to 01 Aug 26	74,427,500.00	0.00
01 Aug 26	to 01 Sep 26	74,427,500.00	0.00
01 Sep 26	to 01 Oct 26	74,427,500.00	0.00
01 Oct 26	to 01 Nov 26	74,427,500.00	0.00
01 Nov 26	to 01 Dec 26	74,427,500.00	0.00
01 Dec 26	to 01 Jan 27	74,427,500.00	17,147,500.00
01 Jan 27	to 01 Feb 27	57,280,000.00	0.00
01 Feb 27	to 01 Mar 27	57,280,000.00	0.00
01 Mar 27	to 01 Apr 27	57,280,000.00	0.00
01 Apr 27	to 01 May 27	57,280,000.00	0.00
01 May 27	to 01 Jun 27	57,280,000.00	0.00
01 Jun 27	to 01 Jul 27	57,280,000.00	0.00
01 Jul 27	to 01 Aug 27	57,280,000.00	0.00
01 Aug 27	to 01 Sep 27	57,280,000.00	0.00
01 Sep 27	to 01 Oct 27	57,280,000.00	0.00
01 Oct 27	to 01 Nov 27	57,280,000.00	0.00

<u>Calculation Period</u> (from and including, to but excluding)		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u> (at end of period)
01 Nov 27	to 01 Dec 27	57,280,000.00	0.00
01 Dec 27	to 01 Jan 28	57,280,000.00	18,080,000.00
01 Jan 28	to 01 Feb 28	39,200,000.00	0.00
01 Feb 28	to 01 Mar 28	39,200,000.00	0.00
01 Mar 28	to 01 Apr 28	39,200,000.00	0.00
01 Apr 28	to 01 May 28	39,200,000.00	0.00
01 May 28	to 01 Jun 28	39,200,000.00	0.00
01 Jun 28	to 01 Jul 28	39,200,000.00	0.00
01 Jul 28	to 01 Aug 28	39,200,000.00	0.00
01 Aug 28	to 01 Sep 28	39,200,000.00	0.00
01 Sep 28	to 01 Oct 28	39,200,000.00	0.00
01 Oct 28	to 01 Nov 28	39,200,000.00	0.00
01 Nov 28	to 01 Dec 28	39,200,000.00	0.00
01 Dec 28	to 01 Jan 29	39,200,000.00	19,082,500.00
01 Jan 29	to 01 Feb 29	20,117,500.00	0.00
01 Feb 29	to 01 Mar 29	20,117,500.00	0.00
01 Mar 29	to 01 Apr 29	20,117,500.00	0.00
01 Apr 29	to 01 May 29	20,117,500.00	0.00
01 May 29	to 01 Jun 29	20,117,500.00	0.00
01 Jun 29	to 01 Jul 29	20,117,500.00	0.00
01 Jul 29	to 01 Aug 29	20,117,500.00	0.00
01 Aug 29	to 01 Sep 29	20,117,500.00	0.00
01 Sep 29	to 01 Oct 29	20,117,500.00	0.00
01 Oct 29	to 01 Nov 29	20,117,500.00	0.00
01 Nov 29	to 01 Dec 29	20,117,500.00	0.00
01 Dec 29	to 01 Jan 30	20,117,500.00	20,117,500.00

For the Notional Amount of any Calculation Period commencing prior to November 1, 2017, see Prior Confirmation



DC/26300725-1/Confirm



AMENDED AND RESTATED CONFIRMATION

To: New Jersey Turnpike Authority ("Counterparty")
Legal Entity Identifier (LEI): LEI:5493005YN67D71KSMI84
Attention: John O'Hern
Phone: 732-750-5300 x8004
Email: ohern@turnpike.state.nj.us

From: Wells Fargo Bank, N.A. ("Wells Fargo")
Legal Entity Identifier (LEI): LEI:KB1H1DSPRFMYMCUFXT09
Phone: 704-410-5111
Fax: 844-879-8056
Email: inboundconfirms1@wellsfargo.com

Ref. No: 16700498 (Internal Reference 26300725)
Swap Data Repository: DTCC Data Repository, LLC
Current Unique Swap Identifier (USI): 103039933701W0000000000000000000026300725
Previous Unique Swap Identifier (USI): 103039933701W0000000000000000000016700498
Date: September 26, 2017

Dear John O'Hern:

Reference is made to that certain Novation Confirmation dated September 11, 2015 between the Counterparty and Wells Fargo regarding a Transaction with a Wells Fargo reference number of 16700498, a Trade Date of September 11, 2015, an Effective Date of September 1, 2015, and a Termination Date of January 1, 2030 ("Prior Confirmation"). **This Confirmation amends and restates the Prior Confirmation, provided that nothing in this Confirmation amends or restates the Prior Confirmation for any amounts payable under this Transaction with respect to any date or Calculation Period occurring on or prior to November 1, 2017, and to that extent the Prior Confirmation shall survive.**

This confirms the terms of the Transaction described below between Counterparty and Wells Fargo. The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern. Fixed Amounts and Floating Amounts for each applicable Payment Date hereunder will be calculated in accordance with the ISDA Definitions, and if any Fixed Amount and Floating Amount are due for the same Payment Date hereunder, then those amounts shall not be payable and instead the Fixed Rate Payer shall pay the positive difference, if any, between the Fixed Amount and the Floating Amount, and the Floating Rate Payer shall pay the positive difference, if any, between the Floating Amount and the Fixed Amount.

1. The terms of the particular Transaction to which the Confirmation relates are as follows:

<u>Transaction Type:</u>	Interest Rate Swap
<u>Currency for Payments:</u>	U.S. Dollars
<u>Notional Amount:</u>	For a Calculation Period, the amount set forth opposite that Calculation Period on Attachment I hereto
<u>Term:</u>	
Trade Date:	September 11, 2015
Effective Date:	September 1, 2015
Termination Date:	January 1, 2030

Fixed Amounts:

Fixed Rate Payer:	Counterparty
Period End Dates:	Monthly on the 1st of each month commencing October 01, 2015, through and including the Termination Date; No Adjustment.
Payment Dates:	Monthly on the 1st of each month commencing October 01, 2015, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention; provided that the Fixed Rate Payer Period End Dates shall be subject to No Adjustment.
Business Day Convention:	Modified Following
Business Day:	New York
Fixed Rate :	4.172%
Fixed Rate Day Count Fraction:	30/360

Floating Amounts:

Floating Rate Payer:	Wells Fargo
Period End Dates:	Monthly on the 1st of each month commencing October 01, 2015, through and including the Termination Date; No Adjustment.
Payment Dates:	Monthly on the 1st of each month commencing October 01,

2015, through and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention; provided that the Floating Rate Payer Period End Dates shall be subject to No Adjustment.

Business Day Convention:	Modified Following
Business Day:	New York
Floating Rate Option:	70% of USD-LIBOR-BBA
Designated Maturity:	1 Month
Spread:	None
Floating Rate Day Count Fraction:	Actual/360
Floating Rate determined:	Two London Banking Days prior to each Reset Date.
Reset Dates:	The first day of each Calculation Period.
Compounding:	Inapplicable
Rounding convention:	5 decimal places per the ISDA Definitions.

2. The additional provisions of this Confirmation are as follows:

<u>Calculation Agent:</u>	Per the ISDA Master Agreement, or if not specified, Wells Fargo
<u>Payment Instructions:</u>	Wells Fargo Bank, NA. ABA : 121000248 Ref: Trade No:16700498 (Internal Reference 26300725) Account #:01014894464228

<u>Wells Fargo Contacts:</u>	Settlement and/or Rate Resets: 800-249-3865 704-410-8511
-------------------------------------	--

Documentation:
Phone: 704-410-5111
Fax: 844-879-8056

Collateral:
Phone: 704-410-8116
Fax: 704-410-8515
Email: collateral.mgmt@wellsfargo.com

<u>Payments to Counterparty:</u>	Please quote transaction reference number. Per your standing payment instructions or debit authorization if provided to Wells Fargo, as relevant. If not provided, please contact us in order for payment to be made.
---	--

Phone: 1-800-249-3865 Fax: 1-704-410-8511

Additional Terms:

At Counterparty's request, the parties have agreed (i) to amend this Transaction and (ii) that the value to either party of such amendment (the "Amendment Fee") has been reflected in an adjustment to the

Fixed Rate of this Transaction without either party agreeing or being obligated to pay an Amendment Fee.

Documents to be delivered:

The following documents shall be delivered by Counterparty to Wells Fargo on or before October 26, 2017:

- (a) Certified copy of a Certificate of Determination delivered by the Authority pursuant to the Series 2016 Resolution designating this Transaction as a Qualified Swap with respect to Bonds issued under the Covered Indenture and setting forth such other determinations with respect to this Transaction as may be required under the Covered Indenture and the Series 2016 Resolution;
- (b) Opinion of legal counsel to Counterparty with respect to this Transaction, in form and substance reasonably satisfactory to Wells Fargo; and
- (c) Written designation to the Trustee with respect to this Transaction as a Qualified Swap as required by the Covered Indenture.

Optional Termination:

(i) Counterparty shall have the option to terminate this Transaction early (provided that no Event of Default, Potential Event of Default or Termination Event shall have occurred and be continuing with respect to Counterparty), in whole or in part, by providing (A) at least five (5) New York Business Days' prior written notice to Wells Fargo of its election to terminate this Transaction early as of the "Optional Early Termination Date" designated by Counterparty in such notice, and (B) evidence reasonably satisfactory to Wells Fargo that any and all amounts owed to Wells Fargo in connection with such early termination would be paid within two (2) New York Business Days after such Optional Early Termination Date; provided, however, that such option to terminate this Transaction (or portion hereof) early shall not prevent either party from designating an Early Termination Date in accordance with the provisions of Section 6 of the Master Agreement referred to herein (as the result of an Event of Default or Termination Event), to be effective on or prior to the Optional Early Termination Date designated hereunder by Counterparty. Such exercise by Counterparty of such option shall constitute an Additional Termination Event under Section 6(e) of the Master Agreement with Counterparty as the sole Affected Party and this Transaction (or portion thereof being terminated early) as the sole Affected Transaction, and the parties shall attempt to reach agreement on the amount and obligor of the payment to be made under such Section 6(e) for such early termination ("Cash Settlement Amount").

(ii) If by the Optional Early Termination Date the parties do not reach such agreement, Wells Fargo shall seek actionable bids for this Transaction (or the relevant portion thereof) from Reference-Market-makers on the Optional Early Termination Date consistent with the provisions of Section 6 of the Master Agreement as though Market Quotation and Second Method applied, and Wells Fargo shall notify Counterparty of such bids and the calculation of the Cash Settlement Amount orally by telephone not later than 3:00 PM (New York City time) on the Optional Early Termination Date; provided that if Wells Fargo disagrees with such calculation and notifies Counterparty of such disagreement, then this Transaction (or relevant portion thereof) shall not be terminated early pursuant to the Optional Early Termination provisions of this Confirmation (and such option exercise shall be deemed void), but Counterparty may transfer its rights and obligations under this Transaction (or relevant portion thereof) to any of the Reference Market-makers who provided a bid, provided that (A) Wells Fargo receives

notice of such transfer within two (2) New York Business Days after the Optional Early Termination Date, and (B) Counterparty and the transferee execute and deliver to Wells Fargo for such transfer a mutually acceptable novation agreement among Wells Fargo, Counterparty and such transferee within five (5) New York Business Days after the Optional Early Termination Date.

Eligibility:

Each party represents that it is an "eligible contract participant" within the meaning of the Commodity Exchange Act (7 U.S.C. § 1 et seq), as amended by the Dodd Frank Wall Street Reform and Consumer Protection Act and as modified by 17 C.F.R. § 1.3(m). The ISDA Non-ECP Guarantor Exclusionary Terms available here: <http://www2.isda.org/functional-areas/legal-and-documentation/standard-terms> ("Exclusionary Terms") are incorporated by reference in this Confirmation and apply to the entry into this Transaction by the parties within the meaning of §2(e) of the Commodity Exchange Act. For the avoidance of doubt, the Exclusionary Terms will not apply, in respect of any guarantor, to any unwind, termination, transfer or other disposition of this Transaction, whether in whole or in part, to the extent this Transaction is lawfully guaranteed by such guarantor, whether or not such guarantor is an ECP (as defined in the Exclusionary Terms) when such unwind, termination, transfer or other disposition is agreed or effected.

Documentation:

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement between Wells Fargo and Counterparty dated as of May 17, 2013, as amended and supplemented from time to time (the "ISDA Master Agreement"). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Very truly yours,
Wells Fargo Bank, N.A.



By: _____
Name: Corey Rudzinski
Its: Authorized Signatory

Ref. No. 16700498 (Internal Reference 26300725)

Accepted and confirmed as of date first written
above:
New Jersey Turnpike Authority

By: _____
Name: *Joseph W. Mrozek*
Title: *Executive Director*

ATTACHMENT I

Amortization Schedule for 16700498 (Internal Reference 26300725)

<u>Calculation Period</u>		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u>
(from and including, to but excluding)			(at end of period)
01 Nov 17	to 01 Dec 17	240,000,000.00	0.00
01 Dec 17	to 01 Jan 18	240,000,000.00	0.00
01 Jan 18	to 01 Feb 18	240,000,000.00	0.00
01 Feb 18	to 01 Mar 18	240,000,000.00	0.00
01 Mar 18	to 01 Apr 18	240,000,000.00	0.00
01 Apr 18	to 01 May 18	240,000,000.00	0.00
01 May 18	to 01 Jun 18	240,000,000.00	0.00
01 Jun 18	to 01 Jul 18	240,000,000.00	0.00
01 Jul 18	to 01 Aug 18	240,000,000.00	0.00
01 Aug 18	to 01 Sep 18	240,000,000.00	0.00
01 Sep 18	to 01 Oct 18	240,000,000.00	0.00
01 Oct 18	to 01 Nov 18	240,000,000.00	0.00
01 Nov 18	to 01 Dec 18	240,000,000.00	0.00
01 Dec 18	to 01 Jan 19	240,000,000.00	0.00
01 Jan 19	to 01 Feb 19	240,000,000.00	0.00
01 Feb 19	to 01 Mar 19	240,000,000.00	0.00
01 Mar 19	to 01 Apr 19	240,000,000.00	0.00
01 Apr 19	to 01 May 19	240,000,000.00	0.00
01 May 19	to 01 Jun 19	240,000,000.00	0.00
01 Jun 19	to 01 Jul 19	240,000,000.00	0.00
01 Jul 19	to 01 Aug 19	240,000,000.00	0.00
01 Aug 19	to 01 Sep 19	240,000,000.00	0.00
01 Sep 19	to 01 Oct 19	240,000,000.00	0.00
01 Oct 19	to 01 Nov 19	240,000,000.00	0.00
01 Nov 19	to 01 Dec 19	240,000,000.00	0.00
01 Dec 19	to 01 Jan 20	240,000,000.00	0.00
01 Jan 20	to 01 Feb 20	240,000,000.00	0.00
01 Feb 20	to 01 Mar 20	240,000,000.00	0.00
01 Mar 20	to 01 Apr 20	240,000,000.00	0.00
01 Apr 20	to 01 May 20	240,000,000.00	0.00
01 May 20	to 01 Jun 20	240,000,000.00	0.00
01 Jun 20	to 01 Jul 20	240,000,000.00	0.00
01 Jul 20	to 01 Aug 20	240,000,000.00	0.00
01 Aug 20	to 01 Sep 20	240,000,000.00	0.00
01 Sep 20	to 01 Oct 20	240,000,000.00	0.00
01 Oct 20	to 01 Nov 20	240,000,000.00	0.00
01 Nov 20	to 01 Dec 20	240,000,000.00	0.00
01 Dec 20	to 01 Jan 21	240,000,000.00	18,625,000.00

<u>Calculation Period</u>		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u>
(from and including, to but excluding)			(at end of period)
01 Jan 21	to 01 Feb 21	221,375,000.00	0.00
01 Feb 21	to 01 Mar 21	221,375,000.00	0.00
01 Mar 21	to 01 Apr 21	221,375,000.00	0.00
01 Apr 21	to 01 May 21	221,375,000.00	0.00
01 May 21	to 01 Jun 21	221,375,000.00	0.00
01 Jun 21	to 01 Jul 21	221,375,000.00	0.00
01 Jul 21	to 01 Aug 21	221,375,000.00	0.00
01 Aug 21	to 01 Sep 21	221,375,000.00	0.00
01 Sep 21	to 01 Oct 21	221,375,000.00	0.00
01 Oct 21	to 01 Nov 21	221,375,000.00	0.00
01 Nov 21	to 01 Dec 21	221,375,000.00	0.00
01 Dec 21	to 01 Jan 22	221,375,000.00	19,655,000.00
01 Jan 22	to 01 Feb 22	201,720,000.00	0.00
01 Feb 22	to 01 Mar 22	201,720,000.00	0.00
01 Mar 22	to 01 Apr 22	201,720,000.00	0.00
01 Apr 22	to 01 May 22	201,720,000.00	0.00
01 May 22	to 01 Jun 22	201,720,000.00	0.00
01 Jun 22	to 01 Jul 22	201,720,000.00	0.00
01 Jul 22	to 01 Aug 22	201,720,000.00	0.00
01 Aug 22	to 01 Sep 22	201,720,000.00	0.00
01 Sep 22	to 01 Oct 22	201,720,000.00	0.00
01 Oct 22	to 01 Nov 22	201,720,000.00	0.00
01 Nov 22	to 01 Dec 22	201,720,000.00	0.00
01 Dec 22	to 01 Jan 23	201,720,000.00	20,735,000.00
01 Jan 23	to 01 Feb 23	180,985,000.00	0.00
01 Feb 23	to 01 Mar 23	180,985,000.00	0.00
01 Mar 23	to 01 Apr 23	180,985,000.00	0.00
01 Apr 23	to 01 May 23	180,985,000.00	0.00
01 May 23	to 01 Jun 23	180,985,000.00	0.00
01 Jun 23	to 01 Jul 23	180,985,000.00	0.00
01 Jul 23	to 01 Aug 23	180,985,000.00	0.00
01 Aug 23	to 01 Sep 23	180,985,000.00	0.00
01 Sep 23	to 01 Oct 23	180,985,000.00	0.00
01 Oct 23	to 01 Nov 23	180,985,000.00	0.00
01 Nov 23	to 01 Dec 23	180,985,000.00	0.00
01 Dec 23	to 01 Jan 24	180,985,000.00	21,890,000.00
01 Jan 24	to 01 Feb 24	159,095,000.00	0.00
01 Feb 24	to 01 Mar 24	159,095,000.00	0.00
01 Mar 24	to 01 Apr 24	159,095,000.00	0.00
01 Apr 24	to 01 May 24	159,095,000.00	0.00
01 May 24	to 01 Jun 24	159,095,000.00	0.00

<u>Calculation Period</u>		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u>
(from and including, to but excluding)			(at end of period)
01 Jun 24	to 01 Jul 24	159,095,000.00	0.00
01 Jul 24	to 01 Aug 24	159,095,000.00	0.00
01 Aug 24	to 01 Sep 24	159,095,000.00	0.00
01 Sep 24	to 01 Oct 24	159,095,000.00	0.00
01 Oct 24	to 01 Nov 24	159,095,000.00	0.00
01 Nov 24	to 01 Dec 24	159,095,000.00	0.00
01 Dec 24	to 01 Jan 25	159,095,000.00	23,105,000.00
01 Jan 25	to 01 Feb 25	135,990,000.00	0.00
01 Feb 25	to 01 Mar 25	135,990,000.00	0.00
01 Mar 25	to 01 Apr 25	135,990,000.00	0.00
01 Apr 25	to 01 May 25	135,990,000.00	0.00
01 May 25	to 01 Jun 25	135,990,000.00	0.00
01 Jun 25	to 01 Jul 25	135,990,000.00	0.00
01 Jul 25	to 01 Aug 25	135,990,000.00	0.00
01 Aug 25	to 01 Sep 25	135,990,000.00	0.00
01 Sep 25	to 01 Oct 25	135,990,000.00	0.00
01 Oct 25	to 01 Nov 25	135,990,000.00	0.00
01 Nov 25	to 01 Dec 25	135,990,000.00	0.00
01 Dec 25	to 01 Jan 26	135,990,000.00	24,360,000.00
01 Jan 26	to 01 Feb 26	111,630,000.00	0.00
01 Feb 26	to 01 Mar 26	111,630,000.00	0.00
01 Mar 26	to 01 Apr 26	111,630,000.00	0.00
01 Apr 26	to 01 May 26	111,630,000.00	0.00
01 May 26	to 01 Jun 26	111,630,000.00	0.00
01 Jun 26	to 01 Jul 26	111,630,000.00	0.00
01 Jul 26	to 01 Aug 26	111,630,000.00	0.00
01 Aug 26	to 01 Sep 26	111,630,000.00	0.00
01 Sep 26	to 01 Oct 26	111,630,000.00	0.00
01 Oct 26	to 01 Nov 26	111,630,000.00	0.00
01 Nov 26	to 01 Dec 26	111,630,000.00	0.00
01 Dec 26	to 01 Jan 27	111,630,000.00	25,710,000.00
01 Jan 27	to 01 Feb 27	85,920,000.00	0.00
01 Feb 27	to 01 Mar 27	85,920,000.00	0.00
01 Mar 27	to 01 Apr 27	85,920,000.00	0.00
01 Apr 27	to 01 May 27	85,920,000.00	0.00
01 May 27	to 01 Jun 27	85,920,000.00	0.00
01 Jun 27	to 01 Jul 27	85,920,000.00	0.00
01 Jul 27	to 01 Aug 27	85,920,000.00	0.00
01 Aug 27	to 01 Sep 27	85,920,000.00	0.00
01 Sep 27	to 01 Oct 27	85,920,000.00	0.00
01 Oct 27	to 01 Nov 27	85,920,000.00	0.00

<u>Calculation Period</u>		<u>USD Notional Amount</u>	<u>USD Notional Adjustment</u>
(from and including, to but excluding)			(at end of period)
01 Nov 27	to 01 Dec 27	85,920,000.00	0.00
01 Dec 27	to 01 Jan 28	85,920,000.00	27,120,000.00
01 Jan 28	to 01 Feb 28	58,800,000.00	0.00
01 Feb 28	to 01 Mar 28	58,800,000.00	0.00
01 Mar 28	to 01 Apr 28	58,800,000.00	0.00
01 Apr 28	to 01 May 28	58,800,000.00	0.00
01 May 28	to 01 Jun 28	58,800,000.00	0.00
01 Jun 28	to 01 Jul 28	58,800,000.00	0.00
01 Jul 28	to 01 Aug 28	58,800,000.00	0.00
01 Aug 28	to 01 Sep 28	58,800,000.00	0.00
01 Sep 28	to 01 Oct 28	58,800,000.00	0.00
01 Oct 28	to 01 Nov 28	58,800,000.00	0.00
01 Nov 28	to 01 Dec 28	58,800,000.00	0.00
01 Dec 28	to 01 Jan 29	58,800,000.00	28,590,000.00
01 Jan 29	to 01 Feb 29	30,210,000.00	0.00
01 Feb 29	to 01 Mar 29	30,210,000.00	0.00
01 Mar 29	to 01 Apr 29	30,210,000.00	0.00
01 Apr 29	to 01 May 29	30,210,000.00	0.00
01 May 29	to 01 Jun 29	30,210,000.00	0.00
01 Jun 29	to 01 Jul 29	30,210,000.00	0.00
01 Jul 29	to 01 Aug 29	30,210,000.00	0.00
01 Aug 29	to 01 Sep 29	30,210,000.00	0.00
01 Sep 29	to 01 Oct 29	30,210,000.00	0.00
01 Oct 29	to 01 Nov 29	30,210,000.00	0.00
01 Nov 29	to 01 Dec 29	30,210,000.00	0.00
01 Dec 29	to 01 Jan 30	30,210,000.00	30,210,000.00

For the Notional Amount of any Calculation Period commencing prior to November 1, 2017, see Prior Confirmation