



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSAL**

FOR

**DIRECT PURCHASE SERIES 2020D
TURNPIKE REVENUE BONDS**

RM-161210

NOVEMBER 5, 2020

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SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for qualified purchasers interested in purchasing all or a portion of the Authority’s Series 2020D Turnpike Revenue Bonds (as further described in Section III, the “Services”).

The Scope of Services to be performed is set forth in Section III.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1*, et seq. In addition, Proposers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1075, C.127 and (*N.J.A.C. 17:27*).

The Evaluation Committee will recommend to the Executive Director to award a contract to the Proposer whose Proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further reductions in price with the recommended Proposer.

The Authority has retained an independent registered municipal advisor. The Authority is represented by and will rely on its municipal advisor, Hilltop Securities, Inc. (See contact information below), to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products (including investments of bond proceeds and escrow investments). This disclosure may be relied upon until January 1, 2021 unless otherwise withdrawn by the Authority.

The contact information for the Authority’s municipal advisor is as follows:

Steven Kantor
Regional Managing Director
Hilltop Securities, Inc.
485 Madison Avenue
Suite 1800
New York, New York 10022
Telephone: 917.545.2864
Fax: 212.642.4357
Email: steven.kantor@hilltopsecurities.com

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFP contains a Scope of Services (Section III) that outlines the Authority’s needs.

B. Inquiries

ONLY type-written inquiries concerning the RFP will be accepted. They should be directed to Dale Barnfield, Director, Procurement and Materials Management (“PMM”) Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399. The email address is mcnally@njta.com. The inquiry deadline is **1:00 PM E.T., November 10, 2020**. Inquiries will not be entertained after this date and time.

A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.

C. Closing Date

One (1) original and five (5) copies of the Proposer’s Proposal, as well as one (1) copy in an electronic format (USB or via email to mcnally@njta.com) must be received no later than **4:00 PM E.T., November 18, 2020** addressed to: Dale Barnfield, Director, Procurement and Materials Management Department as follows:

<u>Regular Mail</u>	OR	<u>Federal Express or Other Overnight Delivery</u>
New Jersey Turnpike Authority		New Jersey Turnpike Authority
P. O. Box 5042		One Turnpike Plaza
Woodbridge, NJ 07095		Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum issued by the Authority (the “Addendum”).

Proposers mailing Proposals should allow for normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next-day delivery service does not guarantee overnight/next-day deliveries to our location.

D. The Proposals

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer’s ability to meet all of the requirements of the Authority as provided for in this RFP.

E. Proposer vs. Consultant

The terms “Proposer” and “Consultant” are used frequently, and may be used interchangeably; however, “Proposer” is intended to identify the entity submitting a Proposal, while “Consultant” is the entity to whom the Bondholder Agreement is awarded (also referred to as the Successful Proposer.)

F. Signatures

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

G. Incurring Costs

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal.

H. Addendum to RFP

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if the Authority determines that additional information is necessary to enable Proposers to adequately interpret the provisions of this RFP, the Authority will issue an Addendum to this RFP. Upon issuance, each such Addendum shall be deemed to be a part of this RFP.

I. Acceptance of Proposals

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and a Bondholder Agreement is entered into with the Authority. The Authority may award a Bondholder Agreement solely on the basis of the Proposal submitted without any negotiations. The Authority reserves all rights to engage in negotiations as described in Section I if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Bondholder Agreement by the Authority.

J. Rejection of Proposals

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

K. Final Agreement

Any Bondholder Agreement entered into with a Successful Proposer shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Bondholder Agreement, not otherwise set forth in this RFP, are hereby incorporated into this RFP. It is understood that any Bondholder Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, including, without limitations *N.J.S.A. 27:23-6.1*.

L. Dissemination of Information

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

M. Public Records

Any Proposal received from a Proposer in response to this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey’s Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* A Proposer may request the Authority’s Director of Law to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

N. News Releases

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority’s approval.

O. Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”). The appropriate form must be completed and submitted to the Authority by the Successful Proposer immediately after being notified of award of the Agreement.

P. Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

To the extent the Proposer engages subcontractors or sub-consultants to perform any of the Services for the Authority pursuant to the Bondholder Agreement, the Proposer must demonstrate to the Authority’s satisfaction that a good faith effort will be made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3*, a “good faith effort” is described as follows:

1. Proposers shall attempt to locate qualified potential small business subcontractors;

2. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit K, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE participation.

Q. Division of Revenue Registration

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **The Bondholder Agreement shall not be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the Successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Bondholder Agreement, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a Bondholder Agreement unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's and any sub-consultants' Certificate of Registration with the Proposal submission. (Exhibit J).

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

R. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117

The Successful Proposer will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a Bondholder Agreement for execution. (Appendix 3)

S. Affidavit of Moral Integrity

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's Director of Law. (Exhibit C)

T. Code of Ethical Standards

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site:

<http://nj.gov/ethics/docs/ethics/uniformcode.pdf>. By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State (“State”) Ethics Commission.

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the State Ethics Commission.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate as stated above.

U. Tolls

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or vendors. See *N.J.S.A. 27:23-25* and *N.J.A.C. 19:9-1.19*.

V. Proposals Become Property of the Authority

All Proposals shall become the property of the Authority upon receipt and will not be returned.

W. Right To Audit Clause

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Proposer for at least five (5) years after termination of the Bondholder Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.S.C. 17:44-2.2*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

X. Ownership Disclosure Form

Each Proposer shall return to the Authority with its Proposal a completed, Ownership Disclosure Form set forth as Exhibit D. Failure to include the completed and signed form may be grounds for rejection of a Proposers' Proposal.

Y. Vendor Disclosure Form N.J.S.A. 52:34-13.2

Pursuant to *N.J.S.A. 52:34-13.2*, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. The statute requires all Proposers to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit E.

Z. Notice to All Proposers of Set-Off for State Tax

Each Proposer shall return to the Authority with its Proposal a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

AA. Affidavit of Non-Collusion

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of a Proposer’s Proposal.

BB. Disclosure of Investment in Iran

Pursuant to *N.J.S.A. 52:32-58*, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled “Disclosure of Investment Activities in Iran” as set forth in Exhibit F. Failure to include the completed and signed form may be grounds for rejection of Proposer’s Proposal.

CC. Liabilities to the Authority

In the event of any liabilities and debts of the Proposer to the Authority, whether or not related to the Services are unpaid past their due date at the time the Proposal was submitted, a Proposer’s Proposal will be rejected.

DD. Proposal Schedule

Closing Date for Submission of Inquiries (1:00 PM, E.T.)	November 10, 2020
Closing Date of Receipt of Proposals (4:00 PM, E.T.)	November 18, 2020

End of Section II

SECTION III -- SCOPE OF SERVICES

A. **Organization and Function of the New Jersey Turnpike Authority**

The Authority owns and operates the New Jersey Turnpike, the Garden State Parkway and owns the PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented *N.J.S.A. 27:23-1 et seq.* (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority, which owned and operated the Garden State Parkway and owns the PNC Bank Arts Center. The Authority Board of Commissioners consists of eight members: five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Authority. The Authority is a component unit of the State of New Jersey and its financial statements, presented in accordance with accounting principles generally accepted in the United States (GAAP), are included in the State of New Jersey’s (the State) Comprehensive Annual Financial Report (CAFR). Audited Financial Statements can be found on the Authority’s website at <https://www.njta.com/investor-relations/financial-statements-and-reports>.

Turnpike Revenue Bonds are issued in accordance with the provisions of the Turnpike Revenue Bond Resolution of August 21, 1991, as amended, restated, and supplemented (the “Bond Resolution”). A copy of the Bond Resolution can be found on the Authority’s website at <https://www.njta.com/investor-relations/bond-documents>.

B. **Current Situation**

The Authority intends to refund its \$150 million Series 2017C-5 Turnpike Revenue Bonds (Bonds) by January 1, 2021. The Series 2017C-5 Bonds have a mandatory tender of January 1, 2021. The refunding was authorized by the Authority’s Board of Commissioners on January 28th, 2020 as part of the Series 2020 Turnpike Revenue Bond Resolution. The Series 2017C-5 Bonds mature on 1/1/28, with sinking fund payments from 1/1/25 through 1/1/28. Details are contained in Section C3. There is an existing Interest Rate Swap Agreement which hedges the bonds in a notional amount of \$150 million. The Authority will consider a fixed rate refunding which terminates the swap, or a variable rate refunding either to maturity, with a hard put at maturity or a soft put at an earlier date. The refunding bonds can be on a tax-exempt or taxable basis. The Series 2020D Turnpike Revenue Bonds will be considered Refunding Bonds under the Authority’ Bond Resolution.

The Authority implemented a toll rate increase of 36% on the New Jersey Turnpike and 27% on the Garden State Parkway on September 13, 2020. In addition, the Authority’s Board of Commissioners approved the 2021 Annual Budget on October 27, 2020. Details on the toll rate increase can be found on the Authority’s website at <https://www.njta.com>. The Authority’s 2021 Annual Budget can be found on the Authority’s website at <https://www.njta.com/investor->

relations/bond-documents.

Details on the Authority's existing debt can be found in the Authority's 2019 Comprehensive Annual Financial Report (CAFR), and the Series 2019A Official Statement which can be found on the Authority's website at <https://www.njta.com/investor-relations/bond-documents>. The Authority has completed three debt refundings in 2020 through the issuance of the Series 2020A, 2020B and 2020C bonds, all done on a direct purchase basis. Details for these bonds are disclosed in the subsequent event section in the footnotes to the financial statements contained in the CAFR.

C. General Services

The Proposer shall become familiar with the Authority's procedures, presentation and coordinating requirements necessary for the effective performance of its services.

D. Specific Services

The Purchaser(s) selected will be required to purchase all the Series 2020D Bonds, although multiple Purchaser(s) may be selected in order to obtain the required amounts to refund the Series 2017C-5 Bonds.

End of Section III

SECTION IV – RFP RESPONSE, EVALUATION FACTORS AND CRITERIA

A. General

1. A Proposal is requested from the Proposer. The Proposal will detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information.
2. All portions of this RFP and the Proposal are considered to be part of the Bondholder Agreement to be entered into between the Authority and the Successful Proposer and will be incorporated by reference.
3. All the documents listed in the (Checklist in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFP.

B. Establishment of the Purchaser

1. The Authority intends to have a Purchaser for the Series 2020D Refunding Bonds. The Authority needs to issue the bonds by January 1st, 2021 due to the mandatory tender. The highest ranked Proposer will be selected as the Purchaser.
2. The Authority reserves the right to limit participation for any transaction to a Purchaser if doing so is deemed to be in the Authority's best interests.
3. Joint ventures will not be considered.

C. Required Components – Purchaser Series 2020D Turnpike Revenue Bonds

Proposers interested in being selected as the Purchaser for the Series 2020DBonds must respond to all questions provided below. In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

1. In lieu of a cover letter, please provide an executive summary of not more than one page identifying and substantiating the basis of your contention that you are the best qualified firm to be purchase the Series 2020D Bonds.
2. Provide the name, title, business address, e-mail address, telephone number and fax number of the individual the Authority should contact regarding your Proposal.
3. Provide your firm's recommendation for the refunding bond including its fixed vs. variable rate debt structure and any additional mandatory tenders. The Authority intends to keep the initial sinking fund for the refunding bonds which are outlined below:

Date		Par Amount
1/1/2025		38,500,000
1/1/2026		40,600,000
1/1/2027		42,825,000
1/1/2028		28,075,000

4. Provide a table outlining the summary of results. The table should include statistics such as delivery date, last maturity, yield, TIC, NIC, all-in TIC, average life, average coupon, par amount, bond proceeds, and additional deposit into the Debt Service Reserve (if required).
5. The deadline for the mandatory tender is January 1st, 2021. Provide a detailed schedule outlining the firm's ability to meet the requested timeline. Indicate if your firm has obtained all necessary credit approvals, and if not, the date by which you anticipate receiving such approvals.
6. List your proposed closing costs/any fees associated for the refunding transaction.
7. List any proposed modifications to the Certificate of Determination (Appendix 1) and/or Bondholder Agreement (Appendix 2) which are attached. It is the Authority's strong preference to sell the Series 2020D Bonds on a direct purchase basis on the terms and conditions set forth in the attached documents.

D. Evaluation Criteria – Purchaser Series 2020D Refunding Bonds

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Proposers will be awarded a maximum of 100 points based upon the following factors:

- | | <u>Points</u> |
|--|---------------|
| 1. Approach/Structure
Evaluation will be based on recommendations for fixed versus variable rate refunding and will consider the risk associated with the recommended structure. | 35 |
| 2. Understanding Authority's Needs
Evaluation of the quality of the Proposer's presented financial ideas with understanding of the mandatory tender date deadline. | 25 |
| 3. Overall Cost
Evaluation will be based on net present value of the overall cost of the transaction excluding the closing costs associated with the refunding transaction. The Authority will be using the summary of results from Section C.4. in its evaluation | 15 |
| 4. Closing Costs/Fees | 10 |

Evaluation will be based on the closing costs/fees associated with the refunding transaction.

5. **Proposed Changes to Bondholder Agreement** **15**

Evaluation will be based on how significant the changes to the Bondholder Agreement are and how they will affect the Authority. Firms proposing no significant change will receive the highest score.

End of Section IV

SECTION V: INSURANCE

A. Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this RFP, the Consultant shall procure and maintain at its own expense, throughout the term of any resulting contract and until acceptance by the Authority of the Services performed under such contract, or for a duration as otherwise provided herein, from an insurance carrier acceptable to the Authority, the following insurance coverages:

1. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance (CGL) with a primary coverage limit of not less than \$2,000,000 each occurrence. CGL insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. The required policy limit for this insurance can be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Consultant shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.

2. **Commercial Automobile Liability Insurance.** Consultant shall maintain commercial automobile liability insurance covering all vehicles owned or used by Consultant with a primary coverage limit of not less than \$2,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. The required policy limit for this insurance can be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.
3. **Workers’ Compensation and Employers’ Liability Insurance.** Consultant shall maintain workers’ compensation and employers’ liability insurance. Employers’ liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Workers’ Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction.
4. **Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$10,000,000 each occurrence. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. **Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a

computer system and conduct normal internet or network activities; and (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$10,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

B. Additional Requirements

1. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
2. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.
3. Any other insurance carried by Consultant or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.
4. Any other insurance carried by Consultant or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
 - a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance, or professional liability insurance.
 - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.

- c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
 - d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
 - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFP, Consultant shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor's name were substituted for any reference to Consultant. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Consultant's policies as an additional insured.
7. It is agreed and understood by the parties that the obligation of the Consultant to obtain and maintain insurance policies required in accordance with this RFP is an essential term of the RFP and that the Authority relies on the Consultant to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this RFP, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this RFP regarding the provision of insurance coverage by the Consultant.
8. The Consultant shall ensure that the activities to be performed under this RFP do not violate the terms and conditions of any insurance policy which is or may be provided by the Consultant hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.
9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Due to future changes in economic, financial, risk and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.
10. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE

AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

11. Terms and Deductibles. The Consultant shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

End of Section V

SECTION VI: CHECKLIST AND EXHIBITS

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR PROPOSAL ALONG WITH THIS CHECKLIST ITSELF:

CHECK OFF AS READ, SIGNED & SUBMITTED

	CHECK LIST	
A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
B.	AFFIRMATIVE ACTION INFORMATION SHEET	
C.	AFFIDAVIT OF MORAL INTEGRITY	
D.	OWNERSHIP DISCLOSURE FORM	
E.	VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
I.	AFFIDAVIT OF NON-COLLUSION	
J.	NJ BUSINESS REGISTRATION CERTIFICATE (Recommended with submission, required from Successful Proposer prior to contract award.)	
K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
M.	INSURANCE (see Section V of RFP) for Insurance Requirements for the Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.	
N.	FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL BONDHOLDER AGREEMENTS

During the performance of the Bondholder Agreement, the Contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, of with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and Bondholder Agreement, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the Bondholder Agreement do hereby agree that the provision of *N.J.S.A. 10:5-31 et seq.* dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of the Bondholder Agreement and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT B

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED BONDHOLDER AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.
(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (*N.J.A.C. 17.27-1.1*) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____
(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with a copy returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Proposer), being first duly sworn, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.

2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):** _____

3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):** _____

4. That Proposer authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(If none, so state):** _____

6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Proposer as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Signature

Notary Public

Title

(Corporate Seal)

EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE NEW JERSEY TURNPIKE AUTHORITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE PROPOSER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Proposer? YES NO

IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.

IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.

2. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties individuals?

YES NO

3. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties **corporations, partnerships, or limited liability companies**?

YES NO

4. If your answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

YES NO

IF **ANY** OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS “YES”.

If you answered “YES” for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Proposer. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the New Jersey Turnpike Authority is relying on the information contained herein, and that the Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the New Jersey Turnpike Authority to notify the New Jersey Turnpike Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the New Jersey Turnpike Authority, permitting the New Jersey Turnpike Authority to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FEIN/SSN

EXHIBIT E

VENDOR DISCLOSURE FORM

Please be advised that, the New Jersey Turnpike Authority (the “Authority”) has developed this form under the policy and procedures in accordance with *N.J.S.A. 52:34-13.2*. Under this order, the Authority must consider the requirements of New Jersey’s contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Proposers seeking to enter into the Bondholder Agreement in which services are procured on his behalf must disclose:

a. The location by country where the services under the Bondholder Agreement will be performed;

and

b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THE BONDHOLDER AGREEMENT WILL BE PERFORMED:

The Proposer _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Proposer: _____ Title: _____

EXHIBIT F

NEW JERSEY TURNPIKE AUTHORITY
****NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN****

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.
FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

OR

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the New Jersey Turnpike Authority (“Authority”) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET

P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

- | | |
|---|---|
| 1. AK Makina Ltd. | 16. Indian Oil Corporation |
| 2. Amona | 17. Kingdream PLC |
| 3. Bank Markazi Iran (Central Bank of Iran) | 18. Naftiran Intertrade Company (NICO) |
| 4. Bank Mellat | 19. National Iranian Tanker Company (NITC) |
| 5. Bank Melli Iran | 20. Oil and Natural Gas Corporation (ONGC) |
| 6. Bank Saderat PLC | 21. Oil India Limited |
| 7. Bank Sepah | 22. Persia International Bank |
| 8. Bank Tejarat | 23. Petroleos de Venezuela (PDVSA Petróleo, SA) |
| 9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc) | 24. PetroChina Company, Ltd. |
| 10. China National Offshore Oil Corporation (CNOOC) | 25. Sameh Afzar Tajak Co. (SATCO) |
| 11. China National Petroleum Corporation (CNPC) | 26. Shandong Fin Cnc Machine Company, Ltd. |
| 12. China National United Oil Corporation (ChinaOil) | 27. Sinohydro Co., Ltd. |
| 13. China Oilfield Services Limited | 28. SK Energy Co. Ltd. |
| 14. China Petroleum & Chemical Corporation (Sinopec) | 29. SKS Ventures |
| 15. China Precision Machinery Import-Export Corp. (CPMIEC) | 30. Som Petrol AS |
| | 31. Zhuhai Zhenrong Company |

List Date: July 1, 2020

EXHIBIT G

NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT H

NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the Bondholder Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Bondholder Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority (“Authority”), or any person interested in the proposed Bondholder Agreement; and that all statements in said Proposal are true.

2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Bondholder Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to and
before me this day
of , 20____.

EXHIBIT J

**NJ DIVISION OF REVENUE BUSINESS REGISTRATION
[Attach]**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.state.nj.us/treasury/revenue/njbgs/bgsclientreg.shtml>

EXHIBIT K

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration/ Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Proposer Name: _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANT SUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Proposer (Print Name)

Proposer's SBE Liaison officer (if applicable)

Telephone Number

All Proposers must complete and submit this form with their Proposal (if no subcontracting is involved state so.)

EXHIBIT M

[Attach Certificate of Insurance or Letter from Broker]

EXHIBIT N

[Attach Audited Financial Statements or Federal Income Tax Returns for the Past 3 years]

APPENDICES

- 1. Certificate of Determination**
- 2. Draft Bondholder Agreement**
- 3. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

APPENDIX 1
CERTIFICATE OF DETERMINATION

**NEW JERSEY TURNPIKE AUTHORITY
TURNPIKE REVENUE BONDS,
SERIES 2020 D**

CERTIFICATE OF DETERMINATION

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NEW JERSEY TURNPIKE AUTHORITY

TURNPIKE REVENUE BONDS, SERIES 2020 D

CERTIFICATE OF DETERMINATION

I, JOHN M. KELLER, Executive Director of the New Jersey Turnpike Authority (the “**Authority**”), DO HEREBY make the following determinations and certifications as further proceedings of the Authority in connection with the issuance of its Turnpike Revenue Bonds, Series 2020 D (the “**Series 2020 D Bonds**”), under and pursuant to the Resolution (as defined below):

ARTICLE I AUTHORIZATION, DEFINITIONS, FINDINGS AND DESIGNATION

SECTION 101. Authority for this Certificate

This Certificate of Determination (this “**Certificate**”) is being executed and delivered pursuant to the provisions of the Turnpike Revenue Bond Resolution, initially adopted by the Authority on August 20, 1991, as amended and restated on September 26, 1991, as further amended and restated on November 22, 1991, and as amended and supplemented to the date hereof (collectively, the “**General Bond Resolution**”), including as supplemented by the Series 2020 Turnpike Revenue Bond Resolution adopted by the Authority on January 28, 2020 (the “**Series 2020 Resolution**”, and together with the General Bond Resolution, the “**Resolution**”), and the delegation of authority contained in the Series 2020 Resolution, including Section 511 thereof, in connection with the issuance, sale and delivery by the Authority of the Series 2020 D Bonds.

SECTION 102. Definitions

The following terms shall have the meanings set forth below for all purposes of this Certificate. Capitalized terms used in this Certificate and not otherwise defined shall have the meanings given to such terms in the General Bond Resolution and the Series 2020 Resolution, as applicable. In the event of a conflict between the meaning given to a capitalized term in the General Bond Resolution or the Series 2020 Resolution and the meaning given to such capitalized term in this Certificate, the meaning given to such term in this Certificate shall control.

“**Act**” shall mean the New Jersey Turnpike Authority Act of 1948, constituting Chapter 454 of the Laws of 1948 of the State of New Jersey, as amended and supplemented from time to time.

“**Affiliate**” shall mean with respect to the Purchaser, any Person directly or indirectly controlling or controlled by or under common control with the Purchaser. For purposes of this

definition, “control” (including “controlled by” and “under common control with”), when used with respect to the Purchaser, means the power to direct the management and policies of the Purchaser, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract or otherwise. Without limiting the foregoing, the definition of “Affiliate” of the Purchaser shall include any subsidiary of the Purchaser.

“**Amortization End Date**” shall mean the first to occur of (i) the second anniversary date of the commencement of the Amortization Period, (ii) the Maturity Date or any other date of payment in full of the Series 2020 D Bonds, and (iii) the occurrence of an Event of Default under the Resolution and the acceleration of the Series 2020 D Bonds as a result thereof.

“**Amortization Period**” shall mean, in the event all or any portion of the Series 2020 D Bonds are not purchased or remarketed on any Mandatory Purchase Date occurring while the Series 2020 D Bonds are bearing interest at the Direct Purchase Rate, the period commencing on such Mandatory Purchase Date and ending on the Amortization End Date.

“**Applicable Factor**” shall mean during each LIBOR Index Rate Period, the percentage determined by the Remarketing Agent on or before the Mode Change Date to the LIBOR Index Rate Mode that, when multiplied by the sum of LIBOR plus the Applicable Spread, would equal the minimum interest rate per annum that would, in the opinion of the Remarketing Agent, enable the Remarketing Agent to sell the Series 2020 D Bonds subject to the LIBOR Index Rate Mode on such Mode Change Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

“**Applicable Spread**” shall mean (i) with respect to each LIBOR Index Rate Period, the number of basis points determined by the Remarketing Agent on or before the Mode Change Date to the LIBOR Index Rate Mode that, when added to LIBOR and the sum thereof being multiplied by the Applicable Factor, would equal the minimum interest rate per annum that would, in the opinion of Remarketing Agent, enable the Remarketing Agent to sell the Series 2020 D Bonds subject to the LIBOR Index Rate Mode on such Mode Change Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon, and (ii) with respect to each SIFMA Index Rate Period, the number of basis points determined by the Remarketing Agent on or before the Mode Change Date to the SIFMA Index Rate Mode that, when added to SIFMA Index, would equal the minimum interest rate per annum that would, in the opinion of Remarketing Agent, enable the Remarketing Agent to sell the Series 2020 D Bonds subject to the SIFMA Index Rate Mode on such Mode Change Date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon.

“**Authority Bond Rating**” shall mean the long-term rating assigned by any of the Rating Agencies to Bonds issued and outstanding under the Resolution, without regard to any third-party credit or liquidity enhancement for such Bonds.

“**Authority Bonds**” shall mean any Series 2020 D Bonds which are registered in the name of the Authority.

“Authority Purchase Account” shall mean the account of that name created and established in Section 407 hereof.

“Authorized Denominations” shall mean (i) with respect to any Series 2020 D Bonds in the Direct Purchase Rate Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof, (ii) with respect to any Series 2020 D Bonds in the CP Mode, \$100,000 and any integral multiple of \$1,000 in excess thereof, and (iii) with respect to any Series 2020 D Bonds in the Fixed Rate, \$5,000 and any integral multiple thereof.

“Authorized Officer of the Authority” shall mean the Chairman or the Executive Director of the Authority or any other member, officer or employee of the Authority authorized and designated by resolution to act on behalf of the Authority.

“Beneficial Owner” shall mean, so long as the Series 2020 D Bonds are in the Book-Entry System, any Person that acquires an ownership interest in a Series 2020 D Bond held by DTC.

“Bond Counsel” shall mean any attorney or firm of attorneys selected from time to time by the Authority having recognized standing and expertise in the field of law relating to municipal finance and whose legal opinions are generally accepted by purchasers of municipal obligations.

“Bondholder Agreement” shall have the meaning given to such term in Section 801(a) hereof.

“Book-Entry System” shall mean the system maintained by DTC described in Section 210 hereof.

“Business Day” shall mean any day that is not (i) a Saturday, Sunday or legal holiday in the State or the City of New York, New York, (ii) a day on which banks located in the City of New York, New York or the cities in which the offices of the Trustee, the Purchaser, the Tender Agent or the Remarketing Agent are located, are required or authorized by law or executive order to close, (iii) a day on which the Securities Depository for the Series 2020 D Bonds is closed, or (iv) a day on which the New York Stock Exchange is closed.

“Capital Lease Obligations” of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Certificate” shall mean this Certificate of Determination relating to the Series 2020 D Bonds, as amended and supplemented from time to time.

“Commercial Paper Rate” shall mean the per annum interest rate on any Series 2020 D Bond in the CP Mode determined for such Series 2020 D Bond pursuant to Section 205 hereof. The Series 2020 D Bonds in the CP Mode may bear interest at different Commercial Paper Rates.

“Commercial Paper Rate Period” shall mean the period of from one to 270 calendar days (which period must end on a day preceding a Business Day) during which a Series 2020 D Bond in the CP Mode shall bear interest at a Commercial Paper Rate, as established by the Remarketing Agent pursuant to Section 205 hereof. The Series 2020 D Bonds in the CP Mode may be in different Commercial Paper Rate Periods.

“Continuing Disclosure Agreement” shall have the meaning given to such term in Section 209 hereof.

“CP Mode” shall mean the Mode during which any Series 2020 D Bond bears interest at the Commercial Paper Rate.

“Current Mode” shall have the meaning specified in Section 209(a)(i) hereof.

“Debt” shall mean with respect to any Person, all items that would be classified as a liability in accordance with GAAP, including, without limitation, (a) indebtedness or liability for borrowed money including amounts drawn under a letter of credit or other credit facility, or amounts advanced under a commercial paper program, or for the deferred purchase price of property or services (including trade obligations); (b) all Capital Lease Obligations of such Person; (c) current liabilities in respect of unfunded benefits under employee benefit, retirement or pension plans; (d) obligations issued for the account of any other Person; (e) all obligations arising under acceptance facilities; (f) all Guarantees and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor against loss; (g) obligations secured by full faith and credit or by any mortgage, lien, pledge, security interest or other charge or encumbrance on property, whether or not the obligations have been assumed; (h) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility; (i) obligations of such Person under Hedge Agreements; and (j) all amounts required to be paid by such Person as a guaranteed payment to partners or members or as a preferred or special dividend, including any mandatory redemption of shares or interests; and, in each case, whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

“Default Rate” shall mean twelve percent (12.0%) per annum.

“Delayed Remarketing Period” shall have the meaning specified in Section 408 hereof.

“Determination of Taxability” shall mean a determination that the interest payable on the Series 2020 D Bonds while the Series 2020 D Bonds are subject to the Direct Purchase Rate Mode does not qualify as interest which is excludable from gross income of the recipient thereof for federal income tax purposes under Section 103 of the Code (**“Exempt Interest”**) for any reason, which determination shall be deemed to have been made upon the first to occur of any of the following:

(i) the date on which (a) the Internal Revenue Service issues a proposed or final determination of taxability, a notice of deficiency to the Purchaser or any other determination or decision, in each case, to the effect that the interest payable on the Series 2020 D Bonds or any portion thereof does not qualify as Exempt Interest, or (b) a court of competent jurisdiction has rendered any final ruling or decision to the effect that the interest payable on the Series 2020 D Bonds or any portion thereof does not qualify as Exempt Interest;

(ii) the date when the Authority files any statement, supplemental statement, or other tax schedule, return or document, which is in any respect inconsistent with interest payable on the Series 2020 D Bonds or any portion thereof continuing to qualify as Exempt Interest;

(iii) the date of any sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), if prior to such action the Authority, the Purchaser and the Trustee have not received an unqualified opinion of Bond Counsel to the effect that such action will not cause interest on the Series 2020 D Bonds to become includable in the gross income of the recipient for federal income tax purposes; or

(iv) (a) the date that circumstances relating to the Authority or the Turnpike System or any portion thereof have occurred or changed, or any federal tax law or regulation, or any public or private final ruling, technical advice memorandum or any other written communication by the Internal Revenue Service is adopted or issued, or any final ruling or decision of a court of competent jurisdiction is rendered or any other set of circumstances has occurred, in any such case, which may adversely affect the excludability of the Exempt Interest from the gross income of the recipient for federal income tax purposes; and thereafter (b) the Purchaser delivers written notification to the Authority requesting that an updated approving tax-exempt opinion of Bond Counsel relating to the Series 2020 D Bonds, in form and substance reasonably acceptable to the Purchaser in its sole discretion (the “**Approving Opinion**”) be delivered to the Purchaser, the Authority and the Trustee within the forty-five (45) day period after receipt of the request; and (c) within such forty-five (45) day period after such notice has been received by the Authority, either (A) the Authority, the Purchaser and the Trustee have received written communication from Bond Counsel to the effect that, based upon an analysis of the facts and applicable law, it is unable to render the updated Approving Opinion, or (B) Bond Counsel has not delivered the Approving Opinion.

“**Direct Purchase Rate Mode**” shall mean the Mode during which any Series 2020 D Bond bears interest at the Direct Purchase Rate.

“**Direct Purchase Rate**” shall mean the per annum interest rate on the Series 2020 D Bonds in the Direct Purchase Rate Mode established on each Rate Determination Date equal to the sum of (a) _____ percent (____%) multiplied by LIBOR, plus (b) the Margin, as such rate of interest is determined by the Trustee pursuant to Section 204(a) hereof.

“**Direct Purchase Rate Period**” shall mean the period during which a Series 2020 D Bond in the Direct Purchase Rate Mode shall bear the Direct Purchase Rate, which shall be the period commencing on Thursday of each week to and including Wednesday of the following week, except the final Direct Purchase Rate Period which shall be from and including the Thursday of the week

prior to the Mode Change Date or the Maturity Date to and including the day next preceding the Mode Change Date or the Maturity Date.

“DTC” shall mean The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, or any successor thereto.

“DTC Participant” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other Person having an account at DTC.

“Electronic Means” shall mean facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication promptly confirmed by any other method set forth in this definition.

“Escrow Agent” shall mean The Bank of New York Mellon, as Co-Trustee, in its capacity as escrow agent under the Escrow Deposit Agreement.

“Escrow Deposit Agreement” shall have the meaning given to such term in Section 801(b) hereof.

“Escrow Fund” shall mean the escrow fund established for the refunding and defeasance of the Refunded Bonds pursuant to the Escrow Deposit Agreement.

“Existing Swap Agreement” shall mean the interest rate swap transaction in the notional amount of \$_____ entered into by the Authority under and pursuant to the ISDA Master Agreement, dated as of _____, 20__, including the Schedule and the Credit Support Annex thereto, dated as of _____, 20__, and the Confirmation thereunder dated _____, 20__, between _____ and the Authority, as amended and modified from time to time.

“Exposure” shall mean, for any date with respect to the Authority and any Hedge Agreement, the amount of any Settlement Amount that would be payable by the Authority if such Hedge Agreement were terminated as of such date. Exposure shall be determined in accordance with the methodology for calculating amounts due upon early termination as set forth in the related Hedge Agreement and the notional principal amount, term and other relevant provisions thereof.

“Extraordinary Mandatory Purchase Event” shall mean the occurrence of any one or more of the following events:

(i) failure by the Authority to pay, or cause to be paid, when due (whether by scheduled maturity, required prepayment or redemption, acceleration, demand or otherwise) (A) the principal or Redemption Price of or interest on any Bond, including any Series 2020 D Bond, (B) any amounts owed by the Authority under any other Parity Debt, or (C) any amounts owed by the Authority under the Bondholder Agreement or any other Debt owed to the Purchaser or an Affiliate of the Purchaser;

(ii) an “event of default” shall have occurred and be continuing beyond the applicable grace period under any Parity Debt or under any document or instrument entered into by the Authority and evidencing or securing any Parity Debt;

(iii) any Parity Debt shall have been accelerated and declared to be immediately due and payable prior to its stated maturity as a result of the occurrence of an event of default thereunder;

(iv) the Authority Bond Rating is reduced to or below BBB by S&P or to or below BBB by Fitch or to or below Baa2 by Moody’s, or the Authority Bond Rating assigned by any Rating Agency is for any reason removed, withdrawn or suspended;

(v) a Determination of Taxability;

(vi) any representation or warranty made or deemed made by or on behalf of the Authority in the Bondholder Agreement or in any amendment of, or waiver under, the Bondholder Agreement, or in any certificate, financial statement or other document furnished by or on behalf of the Authority pursuant to or in connection with the Bondholder Agreement shall have been inaccurate or incomplete in any material respect when made or deemed to have been made;

(vii) the entry or filing of one or more judgments or orders or of any similar decrees or decisions for the payment of money which, individually or in the aggregate, equals or exceeds \$10,000,000, is not Insured and is or could be payable from Pledged Revenues (each, a “**Judgment**”) shall be rendered against the Authority or against the Turnpike System and (A) such Judgment shall be undischarged, unstayed or unbonded for a period of forty-five (45) days, or (B) any action shall be taken by the holder of any such Judgment by which such holder attaches, executes or levies upon any of the Pledged Revenues to enforce any such Judgment;

(viii) (A) a Governmental Authority with jurisdiction to rule on the validity of the Bondholder Agreement or the Resolution, including this Certificate, shall find, announce or rule that (1) any provision of the Resolution, including this Certificate, relating to the payment and security of the Bonds or any other Parity Debt, the Authority’s ability to pay the Bonds or any other Parity Debt, the Authority’s ability to perform its obligations under the Resolution, including this Certificate, or the right or remedies of the Purchaser thereunder, or (2) any provision of the Bondholder Agreement, shall cease to be valid and binding on the Authority, (B) the Authority or any Person on its behalf shall (1) contest the validity or enforceability of any provision of the Resolution, including this Certificate, relating to the payment and security of the Bonds or any other Parity Debt, the Authority’s ability to pay the Bonds or any other Parity Debt, the Authority’s ability to perform its obligations under the Resolution, including this Certificate, or the rights and remedies of the Purchaser thereunder, or any provision of the Bondholder Agreement, or (2) seek an adjudication that any provision of the Resolution, including this Certificate, relating to the payment and security of the Bonds or any other Parity Debt, the Authority’s ability to pay the Bonds or any other Parity Debt, the Authority’s ability to perform its obligations under the Resolution, including this Certificate, or the rights and remedies of the Purchaser thereunder, or any provision of the Bondholder Agreement, is not valid and binding on the Authority, or (C) for any other reason any provision of the Resolution, including this Certificate, relating to the payment and security of the Bonds or any other Parity Debt, the Authority’s ability to pay the Bonds or any

other Parity Debt, the Authority's ability to perform its obligations under the Resolution, including this Certificate, or the right or remedies of the Purchaser thereunder, or any provision of the Bondholder Agreement, shall cease to be valid and binding upon the Authority;

(ix) (A) failure by the Authority to pay, or cause to be paid, when due (whether by scheduled maturity, required prepayment or redemption, acceleration, demand or otherwise) any amounts owed by the Authority to any Person other than the Purchaser or an Affiliate of the Purchaser under any Subordinated Indebtedness having an aggregate outstanding principal amount in excess of \$5,000,000 (measured in the case of any Hedge Agreement, by the Authority's Exposure thereunder), beyond the period of grace, if any, provided in the instrument or agreement under which such Subordinated Indebtedness was created; or (B) default in the observance or performance of any agreement or condition relating to any Subordinated Indebtedness in excess of \$5,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Subordinated Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Subordinated Indebtedness to become due prior to its stated maturity (or, with respect to any Hedge Agreement, an event which results in such Hedge Agreement being terminated early or being capable of being terminated early, other than in the case of an optional termination exercised by the Authority and without liability for payment by the Authority of any Settlement Amount);

(x) the Trustee and the Authority shall have received a written notice from the Purchaser of the occurrence of an "event of default" under the Bondholder Agreement; provided, that upon any acceleration of the Series 2020 D Bonds pursuant to the Resolution, the Series 2020 D Bonds shall be immediately due and payable; or

(xi) the occurrence of an Event of Default under the Resolution; provided, that upon any acceleration of the Series 2020 D Bonds pursuant to the Resolution, the Series 2020 D Bonds shall be immediately due and payable.

"Favorable Opinion of Bond Counsel" shall mean an opinion of Bond Counsel addressed to the Authority, the Trustee, the Purchaser and the Paying Agent to the effect that (i) the action proposed to be taken is authorized or permitted by the Act and the Resolution, and (ii) such action will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Series 2020 D Bonds.

"Fitch" shall mean Fitch, Inc. and any successor thereto.

"Fixed Rate" shall mean the per annum interest rate on any Series 2020 D Bond in the Fixed Rate Mode determined pursuant to Section 207 hereof.

"Fixed Rate Mode" shall mean the Mode during which any Series 2020 D Bond bears interest at the Fixed Rate.

“Fixed Rate Period” shall mean for any Series 2020 D Bonds in the Fixed Rate Mode, the period from the Mode Change Date upon which such Series 2020 D Bonds were converted to the Fixed Rate Mode to but not including the Maturity Date for such Series 2020 D Bonds.

“GAAP” shall mean accounting principles generally accepted and consistently applied to governmental entities in the United States, as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants, the Financial Accounting Standards Board and the Governmental Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

“General Bond Resolution” shall have the meaning given to such term in Section 101 of this Certificate.

“Governmental Authority” shall mean any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“Guarantee” of or by any Person (the “guarantor”) shall mean any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hedge Agreement” shall mean any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, total return swap, credit default swap or any other similar transaction (including any option with respect to any of these transactions) and any other agreement or option involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Insured” shall mean, with respect to any judgment or order referred to in the definition of the term “Extraordinary Mandatory Purchase Event” contained in this Section 102, that all claims, causes of action, losses, costs or expenses, fees (including attorneys’ fees and the costs of any proceeding), liabilities and damages claimed, alleged, granted or awarded therein against the Authority (collectively, **“Damages”**) are covered by a valid and effective policy of insurance, are within policy dates and limits, are not subject to any exclusion or exception from coverage and with respect to which the respective insurance carrier has received notice and has agreed to provide coverage with respect to all such Damages and has not reserved, denied or disputed coverage.

“Interest Accrual Period” shall mean the period during which a Series 2020 D Bond accrues interest payable on the next Interest Payment Date applicable thereto. Each Interest Accrual Period shall commence on (and include) the last Interest Payment Date to which interest has been paid (or, if no interest has been paid, from the date of original authentication and delivery of such Series 2020 D Bond) to, but not including, the Interest Payment Date on which interest is to be paid. If, at the time of authentication of any Series 2020 D Bond, interest is in default or overdue on the Series 2020 D Bonds, such Series 2020 D Bond shall bear interest from the date to which interest has previously been paid in full or made available for payment in full on the Outstanding Series 2020 D Bonds.

“Interest Payment Date” shall mean each date on which interest on the Series 2020 D Bonds is to be paid and is: (i) with respect to any Series 2020 D Bonds in the Direct Purchase Rate Mode, the first Thursday of each calendar month, or, if such day is not a Business Day, the next succeeding Business Day; (ii) with respect to any Series 2020 D Bonds in the CP Mode, each Mandatory Purchase Date applicable thereto; (iii) with respect to any Series 2020 D Bonds in the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, the first Business Day of each calendar month; (iv) with respect to any Series 2020 D Bonds in the Fixed Rate Mode, each January 1 and July 1 commencing with the first January 1 or July 1 following conversion to the Fixed Rate Mode; and (v) (without duplication as to any Interest Payment Date listed above) any Mode Change Date, other than a change between a LIBOR Index Rate Mode and a SIFMA Index Rate Mode, and (vi) the Maturity Date.

“Interest Period” shall mean, with respect to any Series 2020 D Bonds in a particular Mode, the period of time that such Series 2020 D Bonds bear interest at the rate (per annum) which becomes effective at the beginning of such period, and shall include the Direct Purchase Rate Period, a Commercial Paper Rate Period, a LIBOR Index Rate Period, a SIFMA Index Rate Period and a Fixed Rate Period.

“Letter of Representations” shall mean the representation letter from the Authority, the Trustee and the Paying Agent to DTC dated the date of initial issuance and delivery of the Series 2020 D Bonds or, if the Authority has executed and delivered a Blanket Letter of Representations in favor of DTC, such Blanket Letter of Representations, as such Blanket Letter of Representations may be amended, supplemented or otherwise modified and in effect from time to time.

“LIBOR” shall mean the rate per annum determined on the basis of the rate of deposits in United States Dollars offered for a term of one month, which rate appears on the display designated on the Reuters LIBOR01 Page (or such other page as may replace the Reuters LIBOR01 Page or

such other service or services as may be nominated by the British Bankers Association for the purpose of displaying London Interbank offered rates in United States dollar deposits), determined at approximately 11:00 a.m., London time, on the Rate Determination Date, or if such rate is not available, another rate determined by the Trustee of which the Authority has received written notice.

“LIBOR Index Rate” shall mean the per annum interest rate on the Series 2020 D Bonds in the LIBOR Index Rate Mode established on each Rate Determination Date equal to the Applicable Factor multiplied by the sum of LIBOR plus the Applicable Spread, as such rate of interest is determined by the Trustee pursuant to Section 206(a) hereof.

“LIBOR Index Rate Mode” shall mean the Mode during which any Series 2020 D Bond bears interest at the LIBOR Index Rate.

“LIBOR Index Rate Period” shall mean the period during which a Series 2020 D Bond in the LIBOR Index Rate Mode shall bear a LIBOR Index Rate, which shall be the period commencing on, and including, the Mode Change Date to the LIBOR Index Rate and ending on, and including the next Wednesday, and thereafter the period commencing on Thursday of each week to and including Wednesday of the following week, except the final LIBOR Index Rate Period shall be from and including the Thursday of the week prior to the next Mode Change Date or the Maturity Date to and including the day next preceding the next Mode Change Date or the Maturity Date.

“Mandatory Purchase Date” shall mean: (i) for Series 2020 D Bonds in the Direct Purchase Rate Mode, [the earliest to occur of (a) the Purchaser’s Mandatory Tender Date, and (b)] the date fixed by written notice from the Purchaser to the Authority and the Trustee which shall be a Business Day not less than ninety (90) days following the occurrence of an Extraordinary Mandatory Purchase Event in accordance with the Bondholder Agreement, (ii) with respect to a Series 2020 D Bond in the CP Mode, the first Business Day following the last day of each Commercial Paper Rate Period with respect to such Series 2020 D Bond, and (iii) any Mode Change Date.

“Margin” shall mean an amount equal to _____ basis points (_____%); provided, however, that upon the increase or reduction, respectively, of any Authority Bond Rating to the level set forth in the following table, the Margin shall be decreased or increased, as the case may be, by the number of basis points under the column labeled “Basis Point Change:”

Moody’s	S&P	Fitch	Basis Point Change
A2 or higher	A or higher	A or higher	-10 bps
A3	A-	A-	0 bps
Baa1	BBB+	BBB+	+10 bps
Baa2 or lower	BBB or lower	BBB or lower	+20 bps

In the event that the Rating Agencies do not assign equivalent Authority Bond Ratings, the lowest Authority Bond Rating assigned shall be used for purposes of determining the Margin in

accordance with this definition. If the rating system of any Rating Agency, as applicable, shall change, the Authority and the Purchaser shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from any such Rating Agency and, pending the effectiveness of any such amendment, the Margin shall be determined by reference to the Authority Bond Ratings most recently in effect prior to such change or cessation; provided, however, that the provisions of this definition shall be without prejudice to clause (iv) of the definition of the term “Extraordinary Mandatory Purchase Event” set forth in Section 102 hereof.

“Maturity Date” shall mean the date or dates upon which the principal amount of any Series 2020 D Bonds are due and payable, and, if established pursuant to Section 209(b)(v) hereof upon a change of the Series 2020 D Bonds to the Fixed Rate Mode, any Serial Maturity Date for the Series 2020 D Bonds.

“Maximum Rate” shall mean twelve percent (12.0%) per annum.

“Mode” shall mean, as the context may require, the Direct Purchase Rate Mode, the CP Mode, the LIBOR Index Rate Mode, the SIFMA Index Rate Mode or the Fixed Rate Mode.

“Mode Change Date” shall mean, with respect to any Series 2020 D Bonds in a particular Mode, the day on which a New Mode for such Series 2020 D Bonds begins.

“Moody’s” shall mean Moody’s Investors Service and any successor thereto.

“New Mode” shall have the meaning specified in Section 209(a)(i) hereof.

“Notice Parties” shall mean the Trustee, the Tender Agent, the Remarketing Agent, if any, the Paying Agent, the Purchaser and the Authority.

“Office” of an entity shall mean its office at the address set forth in Section 902, or any other office designated in writing by such entity to the Authority, the Trustee and the Paying Agent as the Office of such entity for purposes of the Resolution.

“Opinion of Counsel” shall mean a written legal opinion from a firm of attorneys experienced in the matters to be covered in the opinion.

“Owner” shall mean the registered owner of any Series 2020 D Bond.

“Parity Debt” shall mean (i) all Bonds issued and outstanding under the Resolution, (ii) the Authority’s reimbursement obligations with respect to any Credit Facility supporting the Bonds, and (iii) the Authority’s payment obligations to any Qualified Swap Provider under a Qualified Swap Agreement where payments from the Qualified Swap Provider have been pledged under the Resolution as part of the Pledged Revenues.

“Paying Agent” shall mean, with respect to the Series 2020 D Bonds, any national banking association having trust powers, bank and trust company or trust company appointed as such by

the Authority in accordance with Section 902 of the General Bond Resolution. The initial Paying Agent for the Series 2020 D Bonds shall be The Bank of New York Mellon, a New York banking corporation, having a corporate trust office in Woodland Park, New Jersey, and its successors and assigns.

“Person” shall mean an individual or any corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, governmental agency, political subdivision or other entity.

“Principal Payment Date” shall mean any date upon which the principal amount of any Series 2020 D Bond is due and payable, including any Maturity Date, any Serial Maturity Date, any Redemption Date, or the date the maturity of such Series 2020 D Bond is accelerated pursuant to the terms of the Resolution or otherwise.

“Purchase Fund” shall mean the Series 2020 D Purchase and Remarketing Fund created in Section 407 hereof.

“Purchase Price” shall mean, with respect to any Series 2020 D Bonds and except as otherwise provided in Section 209(a)(iii) and Section 209(b)(i) hereof, an amount equal to the principal amount of any Series 2020 D Bond purchased on any Mandatory Purchase Date, plus accrued interest to the Mandatory Purchase Date (unless the Mandatory Purchase Date is an Interest Payment Date, in which case the Purchase Price shall not include accrued interest, which shall be paid in the normal course).

“Purchaser” shall mean, while the Series 2020 D Bonds are subject to the Direct Purchase Rate Mode, the Owner of the Series 2020 D Bonds, provided that there is only one Owner of all of the Series 2020 D Bonds and provided further that the Series 2020 D Bonds are not then held under the Book-Entry System. If there is more than one Owner of the Series 2020 D Bonds, “Purchaser” means Owners owning a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding. If the Series 2020 D Bonds are then held under the Book-Entry System, “Purchaser” means the Beneficial Owner of the Series 2020 D Bonds, provided that there is only one Beneficial Owner of all of the Series 2020 D Bonds. If there is more than one Beneficial Owner of the Series 2020 D Bonds, “Purchaser” means Beneficial Owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding. The initial Purchaser is _____; and upon receipt by the Authority and the Trustee of a notice described in Section 9.09(a) of the Bondholder Agreement, the “Purchaser” shall mean the Person identified in such notice as the Purchaser.

[**“Purchaser’s Mandatory Tender Date”** shall mean _____, _____, or such later date or dates as shall be mutually agreed upon by the Authority and the Purchaser from time to time in accordance with the terms and provisions of the Bondholder Agreement; provided, however, that in connection with any such extension of the Purchaser’s Mandatory Tender Date to a later date a Favorable Opinion of Bond Counsel shall be delivered to the Authority, the Purchaser and the Trustee with respect to such extension to such later date.]

“Rate Determination Date” shall mean any date on which the interest rate on any Series 2020 D Bond shall be determined, which, (i) in the case of the Direct Purchase Rate Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, shall be each Wednesday or, if Wednesday is not a Business Day, then the Business Day next preceding such Wednesday, (ii) in the case of the CP Mode, shall be the first day of an Interest Period; and (iii) in the case of the Fixed Rate Mode, shall be a date determined by the Remarketing Agent which shall be at least one Business Day prior to the Mode Change Date.

“Rate Period” shall mean a Direct Purchase Rate Period, a Commercial Paper Rate Period, a LIBOR Index Rate Period, a SIFMA Index Period or the Fixed Rate Period.

“Rating Agency” shall mean (i) each of Fitch, Moody’s and S&P so long as each such entity shall have a rating assigned to any Bonds issued and outstanding under the Resolution, and (ii) any other nationally recognized securities rating agency which shall have a rating assigned to any Bonds issued and outstanding under the Resolution.

“Record Date” shall mean: (i) with respect to any Series 2020 D Bonds in the Direct Purchase Mode, the CP Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, the last Business Day before each Interest Payment Date; and (ii) with respect to any Series 2020 D Bonds in the Fixed Rate Mode, the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Interest Payment Date.

“Redemption Date” shall mean the date fixed for redemption of any Series 2020 D Bond subject to redemption in any notice of redemption given in accordance with the terms of the Resolution.

“Redemption Price” shall mean (i) with respect to any Series 2020 D Bond, an amount equal to the principal thereof plus the applicable premium and accrued interest, if any, and (ii) with respect to any other Bond, the meaning assigned thereto in the Resolution.

“Refunded Bonds” shall mean the Authority’s Turnpike Revenue Bonds, Series _____, which are currently Outstanding under the Resolution in the aggregate principal amount of \$_____.

“Remarketing Agent” shall mean any firm or entity appointed by the Authority in accordance with Section 701 hereof to serve as a Remarketing Agent for the Series 2020 D Bonds.

“Remarketing Agreement” shall mean (i) the Remarketing Agreement between the Authority and the Remarketing Agent for the Series 2020 D Bonds, as it may be amended or supplemented from time to time in accordance with its terms, or (ii) any similar agreement between the Authority and such Remarketing Agent, as it may be amended or supplemented from time to time in accordance with its terms.

“Remarketing Proceeds Account” shall mean the account of that name within the Purchase Fund created in Section 407 hereof.

“Resolution” shall mean the General Bond Resolution, as amended and supplemented to the date hereof, including as supplemented by the Series 2020 Resolution and this Certificate.

“Return Date” shall have the meaning given to such term in Section 210(e) hereof.

“S&P” shall mean Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., and any successor thereto.

“Securities Depository” shall mean DTC or any other entity which shall act as a securities depository for the Series 2020 D Bonds in accordance with Section 210 hereof.

“Serial Maturity Dates” shall mean the dates on which Serial Series 2020 D Bonds mature, as determined pursuant to Section 209(b)(v) hereof.

“Serial Series 2020 D Bonds” shall mean any Series 2020 D Bonds maturing on a Serial Maturity Date, as determined pursuant to Section 209(b)(v) hereof.

“Series 2020 Clearing Fund” shall mean the fund of that name created in Section 401 of the Series 2020 Resolution.

“Series 2020 D Bond” or **“Series 2020 D Bonds”** shall mean any Bond or Bonds authenticated and delivered pursuant to Article II of this Certificate.

“Series 2020 D Charges Fund” shall mean the fund of that name created in Section 502 hereof.

“Series 2020 Resolution” shall have the meaning given to such term in Section 101 of this Certificate.

“Settlement Amount” shall mean any amount payable by the Authority under the terms of any Hedge Agreement in respect of, or intended to compensate the other party for, the value of such Hedge Agreement upon early termination thereof.

“SIFMA Index” shall mean, as of any Rate Determination Date, the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then “SIFMA Index” shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then “SIFMA Index” shall mean the prevailing rate determined by the Trustee for tax-exempt state and local government bonds meeting criteria determined in good faith by the Trustee to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Index immediately prior to the date on which the Securities and Financial Markets Association ceased publication of the SIFMA Index.

“SIFMA Index Rate” shall mean the per annum interest rate on the Series 2020 D Bonds in the SIFMA Index Rate Mode established on each Rate Determination Date equal to the sum of the SIFMA Index plus the Applicable Spread, as such rate of interest is determined by the Trustee pursuant to Section 206(b) hereof.

“SIFMA Index Rate Mode” shall mean the Mode during which any Series 2020 D Bond bears interest at the SIFMA Index Rate.

“SIFMA Index Rate Period” shall mean the period during which a Series 2020 D Bond in the SIFMA Index Rate Mode shall bear a SIFMA Index Rate, which shall be the period commencing on, and including, the Mode Change Date to the SIFMA Index Rate and ending on, and including the next Wednesday, and thereafter the period commencing on Thursday of each week to and including Wednesday of the following week, except the final SIFMA Index Rate Period shall be from and including the Thursday of the week prior to the next Mode Change Date or the Maturity Date to and including the day next preceding the next Mode Change Date or the Maturity Date.

“Special DTC Record Date” shall have the meaning given to such term in Section 210(e) hereof.

“Step Coupon Rate” shall mean seven and one-half percent (7.50%) per annum.

“Taxable Rate” shall mean, from and after the occurrence of a Determination of Taxability and as of any date of calculation, a per annum rate of interest equal to the product of the Direct Purchase Rate which otherwise would have been in effect for the Series 2020 D Bonds multiplied by 1.54.

“Tender Agent” shall mean the commercial bank, trust company or other entity which may from time to time be appointed to serve as Tender Agent for the Series 2020 D Bonds. Until such time as an alternate Tender Agent is appointed, the Tender Agent shall be the Trustee.

“Trustee” shall mean The Bank of New York Mellon, in its capacity as the Co-Trustee under the Resolution, and its successors and assigns.

“Unpurchased Series 2020 D Bond” shall mean any Series 2020 D Bond (other than any Series 2020 D Bonds which are then in the Direct Purchase Rate Mode) tendered or deemed tendered for purchase on a Mandatory Purchase Date which is not purchased on such Mandatory Purchase Date as a result of there being insufficient funds available to pay the Purchase Price thereof as provided in Section 408(a) hereof.

SECTION 103. Rules of Construction

For all purposes of this Certificate, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply in construing the provisions of this Certificate:

Words expressed in the singular shall include the plural and vice versa, and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

Headings of the Articles and Sections herein and the Table of Contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

All references herein to an “Article,” “Section” or any other subdivision are to the corresponding Article, Section or subdivision of this Certificate and the words “herein,” “hereof,” “hereby,” “hereto”, “hereunder” and other words of similar import refer to this Certificate as a whole, including the Exhibits hereto, and not to any particular Article, Section or subdivision hereof.

Any references herein to the Tender Agent and the Remarketing Agent shall be disregarded at any time during which any Outstanding Series 2020 D Bonds are subject to the Fixed Rate Mode. Any references herein to the Purchaser and the Bondholder Agreement shall be disregarded at any time during which any Outstanding Series 2020 D Bonds are not subject to the Direct Purchase Rate Mode.

Whenever a time is specified in this Certificate without reference to a specific time zone, such time shall mean the prevailing time in the City of New York, New York.

Unless otherwise specifically set forth in this Certificate, all references herein to rating categories established by the Rating Agencies shall be without reference to any rating subcategories.

SECTION 104. Findings and Designation

The Series 2020 D Bonds are being authorized and issued initially as Variable Rate Debt. As required by Section 511 of the General Bond Resolution, I hereby find and determine that the issuance of the Series 2020 D Bonds will not impair the financial viability of the Authority and its operations.

As provided in Section 1001 of the General Bond Resolution, the Authority, pursuant to a Series Resolution, may designate debt issued and outstanding under Section 511 of the General Bond Resolution, such as the Series 2020 D Bonds, as Bonds, if at the time of such designation the requirements of Sections 202 and 203(b) of the General Bond Resolution are met with respect to such debt. The Authority hereby designates the Series 2020 D Bonds as Bonds, and the Series 2020 D Bonds, upon and on the date of their initial issuance shall be, and are hereby designated as Bonds in accordance with Section 1001 of the General Bond Resolution; provided that on the date of the initial issuance of the Series 2020 D Bonds the requirements of Sections 202 and 203(b) of the General Bond Resolution are met in full with respect to the Series 2020 D Bonds. The Series 2020 D Bonds are also hereby designated as Non-Refunding Bonds for purposes of the General Bond Resolution and, accordingly, shall be issued in compliance with the requirements of Section 203(b) of the General Bond Resolution.

SECTION 105. Interest Rates; LIBOR Notification

The interest rate on the Series 2020 A Bonds is determined by reference to LIBOR. LIBOR is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the “IBA”) for purposes of the IBA setting LIBOR. As a result, it is possible that commencing in 2022, LIBOR may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on the Series 2020 A Bonds. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. In the event a Benchmark Transition Event occurs, Section 212 of this Certificate provides a mechanism for determining an alternative rate of interest for the Series 2020 A Bonds. The Purchaser will notify the Authority, pursuant to Section 212, in advance of any change to the reference rate upon which the interest rate of the Series 2020 A Bonds is based. However, the Purchaser does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or other rates in the definition of “LIBOR Index Rate” or with respect to any alternative, successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of LIBOR or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

ARTICLE II
AUTHORIZATION, ISSUANCE AND
PAYMENT OF SERIES 2020 D BONDS

SECTION 201. Authorization, Purpose, Maturity Date and Interest

Pursuant to the provisions of the Resolution, including, specifically, the Series 2020 Resolution, the issuance, sale, execution and delivery of a Series of the Series 2020 Bonds entitled to the benefits, protection and security of the provisions of the Resolution is hereby authorized. Such Series of the Series 2020 Bonds shall be issued in the aggregate principal amount of \$_____ and, as permitted by Section 201(a) of the Series 2020 Resolution, shall be designated as, and shall be distinguished from the Bonds of all other Series or sub-series by the title, "Turnpike Revenue Bonds, Series 2020 D" (the "**Series 2020 D Bonds**"). The Series 2020 D Bonds shall constitute Tax-Exempt Series 2020 Bonds for all purposes of the Series 2020 Resolution.

In accordance with Section 201(b) of the Series 2020 Resolution, the Series 2020 D Bonds shall be issued for the purpose of providing funds to refund and defease the Refunded Bonds.

The Series 2020 D Bonds shall mature on January 1, 202_ and shall bear interest from their date as provided in this Certificate.

As provided in Section 501(a) of the General Bond Resolution, the payment of the principal, Redemption Price and Purchase Price of and interest on the Series 2020 D Bonds in accordance with their terms and the provisions of the Resolution shall be secured by the pledge created in Section 501(a) of the General Bond Resolution of the proceeds of the sale of the Bonds, the Pledged Revenues and the amounts on deposit in all Funds established by the Resolution (except for moneys provided by governmental authorities whose availability is conditioned on such amounts not being subject to the pledge of the Resolution), subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms set forth in the Resolution.

SECTION 202. Denominations, Dated Dates and Interest Accrual of Series 2020 D Bonds

The Series 2020 D Bonds shall be issued in registered form in Authorized Denominations. The Series 2020 D Bonds shall be dated their date of initial issuance and delivery and shall bear such numbers and other designations as shall be determined in this Certificate.

The Series 2020 D Bonds shall be initially issued in the Direct Purchase Rate Mode and may thereafter be converted to another Mode as provided in Section 209 hereof. From their date of initial issuance and delivery to, but not including, _____, 2020, the Series 2020 D Bonds shall bear interest at a Direct Purchase Rate of _____% per annum. Thereafter, unless the Series 2020 D Bonds are converted to another Mode as provided in Section 209, the Series 2020 D Bonds shall bear interest at the Direct Purchase Rate determined in accordance with Section 204. The Series 2020 D Bonds shall bear interest at the rate or rates set forth in this Certificate

during each applicable Interest Accrual Period from and including their date of initial issuance and delivery thereof until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions of the Resolution, whether at maturity, upon redemption or otherwise. Interest on the Series 2020 D Bonds shall be payable on each Interest Payment Date.

The principal of and premium, if any, and interest on the Series 2020 D Bonds shall be payable in lawful money of the United States of America.

Unless otherwise provided in any writing with or from DTC, the interest on the Series 2020 D Bonds shall be paid by the Paying Agent on the Interest Payment Dates by wire transfer of immediately available funds to an account specified by the Owner in a writing delivered to the Paying Agent. Any such specified account shall remain in effect until revised by such Owner by an instrument in writing delivered to the Paying Agent. The principal of and premium, if any, on each Series 2020 D Bond shall be payable on each Principal Payment Date, upon surrender thereof at the office of the Paying Agent.

Notwithstanding any other provision of the Series 2020 Resolution to the contrary, so long as any Series 2020 D Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to the principal or Redemption Price of and interest on such Series 2020 D Bond and all notices with respect to such Series 2020 D Bond shall be made and given, respectively, to DTC as provided in the Letter of Representation.

Except as may be specifically set forth herein, the Paying Agent, the Trustee, the Remarketing Agent, if any, and the Authority may treat the Owner of a Series 2020 D Bond as the absolute owner thereof for all purposes, whether or not such Series 2020 D Bond shall be overdue, and the Paying Agent, the Trustee, the Remarketing Agent, if any, and the Authority shall not be affected by any knowledge or notice to the contrary; and payment of the principal or Redemption Price of and interest on such Series 2020 D Bond shall be made only to such Owner, which payments shall be valid and effectual to satisfy and discharge the liability of such Series 2020 D Bond to the extent of the sum or sums so paid. All Series 2020 D Bonds paid at maturity or on earlier redemption pursuant to the provisions of this Section shall be cancelled by the Paying Agent.

SECTION 203. Calculation and Payment of Interest; Change in Mode; Maximum Rate

When the Direct Purchase Mode, the CP Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode is in effect, interest on the Series 2020 D Bonds subject to such Mode shall be calculated on the basis of a 365/366 day year for the actual number of days elapsed. When the Fixed Rate Mode is in effect, interest on the Series 2020 D Bonds subject to such Mode shall be calculated on the basis of a 360 day year comprised of twelve (12) thirty (30) day months. Payment of interest on each Series 2020 D Bond shall be made on each Interest Payment Date for such Series 2020 D Bond for unpaid interest accrued during the Interest Accrual Period to the Owner of record of such Series 2020 D Bond on the applicable Record Date.

The Series 2020 D Bonds in any Mode, other than a Fixed Rate Mode, may be changed to any other Mode as provided in Section 209. Subsequent to such change in Mode (other than a change to a Fixed Rate Mode), the Series 2020 D Bonds may again be changed to a different Mode as provided in Section 209. A Fixed Rate Mode shall be in effect until the Maturity Date, or acceleration or redemption of the Series 2020 D Bonds prior to the Maturity Date, and may not be changed to any other Mode.

Notwithstanding anything in this Certificate or the Resolution to the contrary, no Series 2020 D Bonds shall bear interest at an interest rate higher than the Maximum Rate.

In the absence of manifest error, the determination of interest rates (including any determination of rates in connection with a New Mode) and Interest Periods by the Remarketing Agent or the Trustee, as applicable, and the record of interest rates maintained by the Paying Agent shall be conclusive and binding upon the Authority, the Remarketing Agent, the Paying Agent, the Trustee, the Owners and the Beneficial Owners.

SECTION 204. Determination of Interest Rates During the Direct Purchase Rate Mode

Except as otherwise set forth in subsection (b) of this Section 204, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate shall be equal to the Direct Purchase Rate, as determined by the Trustee by no later than 5:00 p.m. on and as of the applicable Rate Determination Date; *provided, however*, that, if for any reason, LIBOR is no longer published or otherwise available, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate shall be equal to the rate, as determined by the Purchaser, which is 85% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in *The Wall Street Journal* on the applicable Rate Determination Date, plus the Margin, for so long as and until the earlier of either (i) LIBOR is again available or (ii) the Purchaser and the Authority mutually agree to utilize a different alternative index rate to calculate the Direct Purchase Rate. The Authority covenants to promptly notify the Trustee in writing of any such different alternative index rate agreed to by the Purchaser and the Authority and the effective date of the use of such index rate hereunder.

Notwithstanding anything in this Certificate or the Resolution to the contrary, (i) during the Amortization Period, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate Mode shall be equal to the Step Coupon Rate, (ii) from and after the occurrence of a Determination of Taxability, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate Mode shall be equal to the Taxable Rate, and (iii) after the occurrence and during the continuance of an Event of Default, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate Mode shall be equal to the Default Rate; provided that, if at any time more than one of the foregoing specified interest rates would by their terms apply, the interest rate for any Series 2020 D Bonds in the Direct Purchase Rate Mode shall be equal to the highest such interest rate (determined on the basis of such rate plus and including any applicable margin).

Any change in the Margin contemplated by the definition of the term “Margin” contained in Section 102 hereof (an “**Adjustment Event**”) shall be made and announced by the Trustee, as soon as practicable after receipt by the Trustee of written notice from the Purchaser or

the Authority (and in the latter case, subject to confirmation received by the Trustee from the Purchaser) that an Adjustment Event has transpired which gives rise to a change in the Margin. Any such change in the Margin shall be effective immediately and shall be retroactive to the first Thursday following the occurrence of the Adjustment Event.

In the absence of manifest error, the determination of the Direct Purchase Rate by the Trustee and the record of the Direct Purchase Rates maintained by the Trustee shall be conclusive and binding upon the Authority, the Purchaser, the Paying Agent, the Trustee, the Owners and the Beneficial Owners.

The Trustee shall notify the Authority and the Purchaser of each Direct Purchase Rate determined by the Trustee in accordance with this Section 204 by no later than 12:00 p.m. on the Business Day following the applicable Rate Determination Date by Electronic Means. The Trustee shall further notify the Authority and the Purchaser in writing no later than the second Business Day preceding each Interest Payment Date, Mandatory Purchase Date or Redemption Date for the Series 2020 D Bonds in the Direct Purchase Rate Mode of the amount of interest payable on the Series 2020 D Bonds on any such Date.

Notwithstanding anything in this Certificate or the Resolution to the contrary, (i) if the amount of interest required to be paid on the Series 2020 D Bonds in the Direct Purchase Rate Mode on any Interest Payment Date calculated in accordance with the terms hereof exceeds the amount of interest that would have been payable on such Series 2020 D Bonds for the applicable Interest Accrual Period had interest for such Interest Accrual Period been calculated at the Maximum Rate, then the amount of interest required to be paid on such Series 2020 D Bonds for such Interest Accrual Period shall be the amount of interest accrued on such Series 2020 D Bonds during such Interest Accrual Period calculated on the basis of the Maximum Rate; (ii) any interest on the Series 2020 D Bonds in the Direct Purchase Rate Mode that would have been due and payable on any Interest Payment Date in accordance with the Resolution but for the operation of the immediately preceding clause (i) above, shall constitute, less any interest actually paid to the Holders of the Series 2020 D Bonds on such Interest Payment Date, the **“Excess Interest Amount”** and shall accrue and be payable as provided in the following clause (iii) of this subparagraph; (iii) if there is any accrued and unpaid Excess Interest Amount as of any Interest Payment Date, then, on the current and each subsequent Interest Payment Date for the Series 2020 D Bonds in the Direct Purchase Rate Mode, interest on such Series 2020 D Bonds shall be paid at the Maximum Interest Rate rather than the otherwise applicable rate until the earliest of (x) payment to the Holders of the Series 2020 D Bonds of the entire accrued Excess Interest Amount or (y) the date on which no principal amount of the Series 2020 D Bonds remains unpaid; and (iv) notwithstanding the foregoing, in consideration for the limitation of the rate of interest payable on the Series 2020 D Bonds described in this paragraph, all unpaid Excess Interest Amount shall be, to the fullest extent permitted by law, due and payable by the Authority as a fee on the date on which no principal amount of the Series 2020 D Bonds remains unpaid.

Notwithstanding anything in this Certificate or the Resolution to the contrary, interest on the Series 2020 D Bonds in the Direct Purchase Rate Mode shall not cease to accrue from and after the Mandatory Purchase Date unless the Series 2020 D Bonds are paid in full on the Mandatory Purchase Date.

SECTION 205. Determination of Commercial Paper Rates and Interest Periods During CP Mode

An Interest Period for the Series 2020 D Bonds in the CP Mode shall be of such duration of from one to 270 calendar days ending on a day preceding a Business Day or the Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section. Each Series 2020 D Bond bearing interest at a Commercial Paper Rate can be subject to a Commercial Paper Rate Period, and bear interest at a Commercial Paper Rate, different than another Series 2020 D Bond bearing interest at a Commercial Paper Rate. In making the determinations with respect to Interest Periods, subject to limitations imposed by the second preceding sentence and in Section 203 hereof, on each Rate Determination Date for a Series 2020 D Bond bearing interest at a Commercial Paper Rate, the Remarketing Agent shall select for such Series 2020 D Bond, the Interest Period which would result in the Remarketing Agent being able to remarket such Series 2020 D Bond at par in the secondary market at the lowest average interest cost for all Series 2020 D Bonds bearing interest at a Commercial Paper Rate; provided, however, that if the Remarketing Agent has received notice from the Authority that the Series 2020 D Bonds are to be changed from the CP Mode to any other Mode, the Remarketing Agent shall select Interest Periods which do not extend beyond the resulting applicable Mandatory Purchase Date of the Series 2020 D Bonds.

Except while the Series 2020 D Bonds are registered in a Book-Entry System, in order to receive payment of the Purchase Price, the Owner of any Series 2020 D Bond in the CP Mode must present such Series 2020 D Bond to the Paying Agent, by 12:00 noon on the Mandatory Purchase Date, in which case, the Paying Agent shall pay the Purchase Price to such Owner by 3:00 p.m. on the same day.

By 1:00 p.m. on each Rate Determination Date, the Remarketing Agent, with respect to each Series 2020 D Bond in the CP Mode which is subject to adjustment on such date, shall determine the Commercial Paper Rate(s) for the Commercial Paper Rate Periods then selected for such Series 2020 D Bond and shall give notice by Electronic Means to the Paying Agent and the Authority, of the Commercial Paper Rate Periods, the Mandatory Purchase Date(s) and the Commercial Paper Rate(s). The Remarketing Agent shall make the Commercial Paper Rate(s) and the length of the Commercial Paper Rate Periods available after 2:00 p.m. on each Rate Determination Date by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such information.

SECTION 206. Determination of Interest Rates During the LIBOR Index Rate Mode and the SIFMA Index Rate Mode

The interest rate for any Series 2020 D Bonds in the LIBOR Index Rate Mode shall be equal to the LIBOR Index Rate, as determined by the Trustee by no later than 5:00 p.m. on and as of the applicable Rate Determination Date. In the absence of manifest error, the determination of the LIBOR Index Rate by the Trustee and the record of the LIBOR Index Rate s maintained by the Trustee shall be conclusive and binding upon the Authority, the Paying Agent, the Trustee, the Owners and the Beneficial Owners. The Trustee shall notify the Authority of each LIBOR Index Rate determined by the Trustee in accordance with this Section 206(a) by no later than 12:00 p.m. on the Business Day following the applicable Rate Determination Date by Electronic Means. The

Trustee shall further notify the Authority in writing no later than the second Business Day preceding each Interest Payment Date, Mandatory Purchase Date or Redemption Date for the Series 2020 D Bonds in the LIBOR Index Rate Mode of the amount of interest payable on the Series 2020 D Bonds on any such Date.

The interest rate for any Series 2020 D Bonds in the SIFMA Index Rate Mode shall be equal to the SIFMA Index Rate, as determined by the Trustee by no later than 5:00 p.m. on and as of the applicable Rate Determination Date. In the absence of manifest error, the determination of the SIFMA Index Rate by the Trustee and the record of the SIFMA Index Rate s maintained by the Trustee shall be conclusive and binding upon the Authority, the Paying Agent, the Trustee, the Owners and the Beneficial Owners. The Trustee shall notify the Authority of each SIFMA Index Rate determined by the Trustee in accordance with this Section 206(a) by no later than 12:00 p.m. on the Business Day following the applicable Rate Determination Date by Electronic Means. The Trustee shall further notify the Authority in writing no later than the second Business Day preceding each Interest Payment Date, Mandatory Purchase Date or Redemption Date for the Series 2020 D Bonds in the SIFMA Index Rate Mode of the amount of interest payable on the Series 2020 D Bonds on any such Date.

SECTION 207. Determination of Fixed Rate

The Remarketing Agent shall determine the Fixed Rate for the Series 2020 D Bonds being converted to the Fixed Rate Mode in the manner and at the times as follows: not later than 4:00 p.m. on the applicable Rate Determination Date, the Remarketing Agent shall determine the Fixed Rate (or Rates, if the Series 2020 D Bonds being converted will have Serial Maturity Dates in accordance with Section 209(b)(v) hereof). Except as set forth in Section 209(b)(v) hereof, the Fixed Rate shall be the minimum interest rate which, in the sole judgment of the Remarketing Agent, will result in a sale of the Series 2020 D Bonds at a price equal to the principal amount thereof on the Rate Determination Date. The Remarketing Agent shall make the Fixed Rate available by telephone or by Electronic Means after 5:00 p.m. on the Rate Determination Date to any Notice Party requesting such Fixed Rate. Upon request of any Notice Party, the Paying Agent shall give notice of such rate by Electronic Means. Subject to Section 209(b)(v), the Fixed Rate so established shall remain in effect until the Maturity Date of such Series 2020 D Bonds.

SECTION 208. Alternate Rates

The following provisions shall apply in the event (i) the Trustee or the Remarketing Agent fails or is unable to determine the interest rate or Interest Period for any Series 2020 D Bonds, (ii) the method by which the Trustee or the Remarketing Agent determines the interest rate or Interest Period with respect to any Series 2020 D Bonds shall be held to be unenforceable by a court of law of competent jurisdiction or (iii) if the Remarketing Agent suspends its remarketing effort in accordance with the Remarketing Agreement. These provisions shall continue to apply until such time as the Trustee or the Remarketing Agent (or the Authority if applicable) again makes such determinations. In the case of clause (ii) above, the Trustee or the Remarketing Agent (or the Authority, if applicable) shall again make such determination at such time as there is delivered to the Trustee or the Remarketing Agent and the Authority an opinion of Bond Counsel to the effect that there are no longer any legal prohibitions against such determinations. The following shall be the methods by which the interest rates and, in the case of the CP Mode, the

Interest Periods, shall be determined for any Series 2020 D Bonds as to which any of the events described in clauses (i), (ii) or (iii) above shall be applicable. Such methods shall be applicable from and after the date any of the events described in clauses (i), (ii) or (iii) above first become applicable to any Series 2020 D Bonds until such time as the events described in clauses (i), (ii) or (iii) above are no longer applicable to such Series 2020 D Bonds.

For any Series 2020 D Bonds that are then in the CP Mode, the next Interest Period shall be from, and including, the first day following the last day of the current Interest Period for such Series 2020 D Bonds to, but excluding, the next succeeding Business Day and thereafter shall commence on each Business Day and extend to, but exclude, the next succeeding Business Day. For each such Interest Period, the Commercial Paper Rate for such Series 2020 D Bonds shall be the Commercial Paper Rate in effect for such Series 2020 D Bonds for the preceding Interest Period; *provided, however*, if there is no Remarketing Agent in place for such Series 2020 D Bonds during any such Interest Period, the Commercial Paper Rate for such Series 2020 D Bonds shall be equal to the Maximum Rate for such Interest Period.

For any Series 2020 D Bonds that are then in the LIBOR Index Rate Mode, such Series 2020 D Bonds shall bear interest during each subsequent Interest Period (1) at a LIBOR Index Rate that is the same as the LIBOR Index Rate for the immediately preceding Interest Period if the LIBOR Index Rate for such preceding Interest Period was determined by the Trustee, or (2) if the LIBOR Index Rate for the immediately preceding Interest Period was not determined by the Trustee or if the LIBOR Index Rate determined by the Trustee shall be held to be invalid or unenforceable by a court of law, at a LIBOR Index Rate for such Interest Period equal to 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the Rate Determination Date for such Interest Period as specified by the Authority to the Trustee.

For any Series 2020 D Bonds that are then in the SIFMA Index Rate Mode, such Series 2020 D Bonds shall bear interest during each subsequent Interest Period (1) at a SIFMA Index Rate that is the same as the SIFMA Index Rate for the immediately preceding Interest Period if the SIFMA Index Rate for such immediately preceding Interest Period was determined by the Trustee, or (2) if the SIFMA Index Rate for the immediately preceding Interest Period was not determined by the Trustee or if the SIFMA Index Rate determined by the Trustee shall be held to be invalid or unenforceable by a court of law, at a SIFMA Index Rate for such Interest Period equal to (i) 100% of the SIFMA Index made available for the week preceding the Rate Determination Date, or (ii) if such SIFMA Index is no longer available, or no such index was made available for the week preceding the Rate Determination Date, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the Rate Determination Date for such Interest Period as specified in writing by the Authority to the Trustee.

SECTION 209. Changes in Mode

Subject to the provisions of this Section, the Authority may effect a change in Mode with respect to all or a portion of the Series 2020 D Bonds by following the procedures set forth in this Section. If a change in Mode will make any Series 2020 D Bonds subject to Rule 15c2-12 promulgated under the Securities Act of 1934, as amended, it shall be a condition to the conversion

that the Authority shall have executed a continuing disclosure undertaking satisfying the requirements of such Rule (the “**Continuing Disclosure Agreement**”) and shall cooperate with the Remarketing Agent, if any, and any Underwriter (as defined in such Rule) in satisfying the requirements of such Rule. If the Mode is to be changed for a portion of the Series 2020 D Bonds (and not all of the Series 2020 D Bonds), the Authority and the Trustee shall take such actions as shall be necessary or desirable to distinguish the portion of the Series 2020 D Bonds in one Mode from the portion of the Series 2020 D Bonds in a different Mode, including assigning different designations to different portions of the Series 2020 D Bonds or creating one or more sub-series of the Series 2020 D Bonds.

Changes to Modes Other Than to Fixed Rate Mode. All or a portion of the Series 2020 D Bonds (other than Series 2020 D Bonds in the Fixed Rate Mode) may be changed from one Mode to another Mode (other than the Fixed Rate Mode) as follows:

(i) Mode Change Notice; Notice to Owners. No later than a Business Day which is at least thirty (30) days (or such shorter time as may be agreed to by the Authority, the Trustee, the Tender Agent and the Remarketing Agent) preceding the proposed Mode Change Date, the Authority shall give written notice to the Notice Parties of its intention to effect a change in the Mode from the Mode then prevailing (for purposes of this Section, the “**Current Mode**”) to another Mode (for purposes of this Section, the “**New Mode**”) specified in such written notice. Notice of the proposed change in Mode shall be given by the Tender Agent to the Owners of the affected Series 2020 D Bonds not less than the fifteenth (15th) day next preceding the Mode Change Date provided that no notice need be given for a Mode Change Date occurring on the first Business Day following the last day of a Commercial Paper Rate Period. Such notice shall state: (1) the Mode to which the conversion will be made and the Mode Change Date; (2) that the affected Series 2020 D Bonds will be subject to mandatory purchase on the Mode Change Date (regardless of whether all of the conditions to the change in the Mode are satisfied) and the Purchase Price of the affected Series 2020 D Bonds; and (3) if the Book-Entry System is no longer in effect, information with respect to required delivery of any Series 2020 D Bond certificates and the payment of Purchase Price.

(ii) Determination of Interest Rates. The New Mode shall commence on the Mode Change Date and the interest rate(s) (together, in the case of a change to the CP Mode, with the Interest Period(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 205 and 206 hereof, as applicable.

(iii) Conditions Precedent:

(A) The Mode Change Date shall be:

(1) in the case of a change from the CP Mode, the next Mandatory Purchase Date for all of the affected Series 2020 D Bonds that are in the CP Mode; and

(2) in the case of a change from the Direct Purchase Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, any Business Day.

Such Series 2020 D Bonds shall be purchased on such Mode Change Date at a Purchase Price equal to 100% of the principal amount thereof, provided that if such Series 2020 D Bonds are to be purchased on an Interest Payment Date other than the last Interest Payment Date and would otherwise be subject to optional redemption on such Mode Change Date at a Redemption Price of more than 100% of the principal amount thereof, such Series 2020 D Bonds shall be purchased at a Purchase Price equal to such Redemption Price. Any premium paid in excess of 100% of the principal amount of such Series 2020 D Bonds purchased shall be paid by the Authority.

(B) If any Series 2020 D Bonds to be converted are in the CP Mode, no Interest Period set after delivery by the Authority to the Remarketing Agent of the notice of the intention to effect a change in Mode shall extend beyond the day preceding the proposed Mode Change Date.

(C) A Favorable Opinion of Bond Counsel, dated the Mode Change Date and addressed to the Notice Parties, shall have been delivered to the Trustee, the Paying Agent and the Remarketing Agent, if any, on or prior to the Mode Change Date.

Change to Fixed Rate Mode. At the option of the Authority, all or a portion of the Series 2020 D Bonds bearing interest at the Direct Purchase Rate, a Commercial Paper Rate, the LIBOR Index Rate or the SIFMA Index Rate (in an amount which is an Authorized Denomination for the new Rate Period) may be changed to the Fixed Rate Mode, as provided in this Section 209(b). On any Business Day which is at least thirty (30) days (or such shorter time as may be agreed to by the Authority, the Trustee and the Remarketing Agent, but in any event not less than the fifteenth (15th) day next preceding the Mode Change Date) before the proposed Mode Change Date, the Authority shall give written notice to the Notice Parties stating that the Mode will be changed to the Fixed Rate Mode and setting forth the proposed Mode Change Date. In addition, such notice shall state whether some or all of the Series 2020 D Bonds to be converted shall be converted to Serial Series 2020 D Bonds and, if so, the applicable Serial Maturity Dates, all as determined pursuant to subsection (v) of this subsection (b). Any such change in Mode shall be made as follows:

(i) Mode Change Date. The Mode Change Date shall be:

(A) in the case of a change from the CP Mode, the next Mandatory Purchase Date for all of the affected Series 2020 D Bonds that are in the CP Mode; and

(B) in the case of a change from the Direct Purchase Mode, the LIBOR Index Rate Mode or the SIFMA Index Rate Mode, any Business Day.

Such Series 2020 D Bonds shall be purchased on such Mode Change Date at a Purchase Price equal to 100% of the principal amount thereof, provided that if such Series 2020 D Bonds would otherwise be subject to optional redemption on such Mode Change Date at a Redemption Price of more than 100% of the principal amount thereof, such Series 2020 D Bonds shall be purchased at a Purchase Price equal to such Redemption Price. Any premium paid in excess of 100% of the principal amount of such Series 2020 D Bonds purchased shall be paid by the Authority; and

(ii) Notice to Owners. Not less than the fifteenth (15th) day next preceding the Mode Change Date, the Paying Agent shall mail, in the name of the Authority, a notice of such proposed change to the Owners of the affected Series 2020 D Bonds stating that the Mode will be changed to the Fixed Rate Mode and the proposed Mode Change Date. Such notice shall also state that such Owner is required to tender such Owner's Series 2020 D Bonds for purchase on such proposed Mode Change Date regardless of whether all of the conditions to the change to the Fixed Rate Mode are satisfied.

(iii) General Provisions Applying to Change to Fixed Rate Mode. The change to the Fixed Rate Mode shall not occur unless a Favorable Opinion of Bond Counsel, dated the Mode Change Date and addressed to the Authority and the Trustee, shall have been delivered to the Authority, the Trustee and the Remarketing Agent, if any, on or prior to the Mode Change Date.

(iv) Determination of Interest Rate. The Fixed Rate (or rates in the case of Serial Series 2020 D Bonds) for the Series 2020 D Bonds to be converted to the Fixed Rate Mode shall be established by the Remarketing Agent on the Rate Determination Date applicable thereto pursuant to the provisions of Section 207(b). Such Rate or Rates shall remain in effect until the Maturity Date of the Series 2020 D Bonds to be converted to the Fixed Rate Mode.

Such determination shall be conclusive and binding upon the Authority, the Trustee and the Owners of the Series 2020 D Bonds to which such rate will be applicable. Not later than 5:00 p.m., on the date of determination of the Fixed Rate(s), the Remarketing Agent shall notify the Trustee and the Authority of such Fixed Rate(s) by telephone promptly confirmed in writing.

(v) Serialization and Sinking Fund; Price. Upon conversion of any Series 2020 D Bonds to the Fixed Rate Mode, the Series 2020 D Bonds to be so converted shall be remarketed at par, shall mature on the same Maturity Date(s) and be subject to the same optional redemption provisions as set forth in this Certificate for any prior Mode; provided, however, that if the Authority shall deliver to the Trustee a Favorable Opinion of Bond Counsel, the Authority may elect to (1) have some of the Series 2020 D Bonds to be so converted be Serial Series 2020 D Bonds and some subject to mandatory sinking fund redemption even if such Series 2020 D Bonds were not Serial Series 2020 D Bonds or subject to mandatory sinking fund redemption prior to such change, (2) change the optional redemption dates and/or premiums set forth in Section 305 hereof, and/or (3) sell

some or all of the Series 2020 D Bonds to be so converted at a premium or a discount to par.

Failure to Satisfy Conditions Precedent to a Mode Change. In the event the conditions described above in subsections (a) or (b), as applicable, of this Section have not been satisfied by the applicable Mode Change Date, then the New Mode shall not take effect and any mandatory purchase shall be made on such date if notice has been sent to the Owners stating that such Series 2020 D Bonds would be subject to mandatory purchase on such date. If the failed change in Mode was from the CP Mode, the affected Series 2020 D Bonds shall remain in the CP Mode with interest rates and Interest Periods to be established by the Remarketing Agent on the failed Mode Change Date in accordance with Section 205 hereof. If the failed change in Mode was from the LIBOR Index Rate Mode, the affected Series 2020 D Bonds shall remain in the LIBOR Index Rate Mode, and if the failed change in Mode was from the SIFMA Index Rate Mode, the affected Series 2020 D Bonds shall remain in the SIFMA Index Rate Mode, in each case with interest rates established in accordance with the applicable provisions of Section 206 hereof on and as of the failed Mode Change Date. The Trustee will give written notice by first class mail postage prepaid as soon as practicable and in any event not later than the next succeeding Business Day to the Owners and the Authority that such conversion has not occurred, that the affected Series 2020 D Bonds will not be purchased on the failed Mode Change Date.

Rescission of Election. Notwithstanding anything herein to the contrary, the Authority may rescind any election by it to change a Mode as described above prior to the Mode Change Date by giving written notice thereof to the Notice Parties prior to such Mode Change Date. If the Tender Agent receives notice of such rescission prior to the time the Tender Agent has given notice to the Owners of the Series 2020 D Bonds to be converted, then such notice of change in Mode shall be of no force and effect. If the Tender Agent receives notice from the Authority of rescission of a Mode change after the Tender Agent has given notice thereof to the Owners of the Series 2020 D Bonds to be converted, then if the proposed Mode Change Date would have been a Mandatory Purchase Date, such date shall continue to be a Mandatory Purchase Date. If the proposed change in Mode was from the CP Mode, the Series 2020 D Bonds which would have been converted shall remain in the CP Mode with interest rates and Interest Periods to be established by the Remarketing Agent on the proposed Mode Change Date in accordance with Section 205 hereof. If the proposed change in Mode was from the LIBOR Index Rate Mode, the Series 2020 D Bonds which would have been converted shall remain in the LIBOR Index Rate Mode, and if the proposed change in Mode was from the SIFMA Index Rate Mode, the Series 2020 D Bonds which would have been converted shall remain in the SIFMA Index Rate Mode, in each case with interest rates established in accordance with the applicable provisions of Section 206 hereof on and as of the proposed Mode Change Date. If the Remarketing Agent is unable to determine the interest rate on the proposed Mode Change Date, the provisions of Section 208 shall apply in effect at the beginning of each such Interest Period.

SECTION 210. Book-Entry System for the Series 2020 D Bonds

Notwithstanding any other provision of the Resolution or this Certificate to the contrary:

The Series 2020 D Bonds shall initially be issued in the form of one (1) fully-registered bond certificate for the principal amount of the Series 2020 D Bonds of each maturity

and for the aggregate principal amount of Series 2020 D Bonds of the same maturity bearing differing initial rates of interest. Except as provided in paragraph (f) below, all of the Series 2020 D Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided, however, that if DTC shall request that the Series 2020 D Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Series 2020 D Bonds for an equal aggregate principal amount of Series 2020 D Bonds of the same maturity registered in the name of such nominee or nominees of DTC. While the Book-Entry System for the Series 2020 D Bonds is in effect, no Person other than DTC or its nominee shall be entitled to receive from the Authority or the Registrar either a Series 2020 D Bond certificate or any other evidence of ownership of the Series 2020 D Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2020 D Bonds on the Register in connection with discontinuing the Book-Entry System as provided in paragraph (f) of this Section 210 or otherwise.

So long as the Series 2020 D Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or Redemption Price of and interest on such Series 2020 D Bonds shall be made to DTC or its nominee in accordance with the Letter of Representations on the dates provided for such payments under this Certificate. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Authority or the Paying Agent with respect to the principal or Redemption Price of and interest on such Series 2020 D Bonds to the extent of the sum or sums so paid.

The Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2020 D Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on such Series 2020 D Bonds, selecting the Series 2020 D Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners of the Series 2020 D Bonds under the Series 2020 Resolution, registering the transfer of Series 2020 D Bonds, obtaining any consent or other action to be taken by the Owners of Series 2020 D Bonds and for all other purposes whatsoever; and the Authority shall not be affected by any notice to the contrary. The Authority shall not have any responsibility or obligation to any DTC Participant, any Beneficial Owner, or any other Person which is not shown on the Register as being the Owner of the Series 2020 D Bonds, with respect to: (i) the Series 2020 D Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount in respect of the principal or Redemption Price of or interest on the Series 2020 D Bonds; (iv) any notice which is permitted or required to be given to the Owners of Series 2020 D Bonds under the General Bond Resolution or the Series 2020 Resolution; (v) the selection by DTC or any DTC Participant of any Person to receive payment in the event of a partial redemption of the Series 2020 D Bonds; or (vi) any consent given or other action taken by DTC as the Owner of Series 2020 D Bonds.

So long as the Series 2020 D Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Owners of the Series 2020 D Bonds under the Resolution or this Certificate shall be given to DTC in accordance with the Letter of Representations.

So long as the Series 2020 D Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, in connection with any solicitation of consents from or

voting by the Owners of Series 2020 D Bonds, the Trustee shall establish a special record date (the “**Special DTC Record Date**”) for such consent or other action (with no provision for revocation of consents or votes by subsequent Owners) and the date by which such consent or other action shall be received or taken (the “**Return Date**”). The Trustee shall give DTC notice of the Special DTC Record Date and of the Return Date not less than fifteen (15) calendar days in advance of such Special DTC Record Date to the extent possible.

The Book-Entry System for registration of the ownership of the Series 2020 D Bonds through DTC shall be discontinued at any time that (i) DTC determines to resign as securities depository for the Series 2020 D Bonds and gives notice of such determination to the Authority and the Trustee, or (ii) the Authority determines that continuation of the Book-Entry System through DTC is not in the best interests of the Authority or the Owners of the Series 2020 D Bonds and gives notice of such determination to the Trustee and DTC. In either of such events the Authority may appoint a successor securities depository, but if the Authority does not appoint a successor, the Series 2020 D Bonds shall be delivered in registered certificated form to such Persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Authority or the Trustee for the accuracy of such designation. If a successor securities depository is appointed, this Section 210 shall be amended through a subsequent Certificate of Determination as necessary to reflect such succession and to incorporate provisions required by the successor securities depository.

When any notices to the Owners of the Series 2020 D Bonds are given by the Trustee under the Resolution, they shall be sent by the Trustee to DTC with a request that DTC forward (or cause to be forwarded) the notice to the DTC Participants so that such DTC Participants may forward (or cause to be forwarded) the notices to the Beneficial Owners. The Authority and the Trustee shall be entitled to rely on any omnibus proxy delivered by DTC and to consider those DTC Participants to whose account the Series 2020 D Bonds are credited on any Record Date, as appropriate, and identified in a listing attached to the omnibus proxy, as the Owners of the aggregate amount of the Series 2020 D Bonds set forth on such listing for purposes of any consent, vote or other action of the Owners of the Series 2020 D Bonds under the Resolution.

SECTION 211. Form of the Series 2020 D Bonds and the Trustee’s Certificate of Authentication

Subject to the provisions of the Resolution, the form of the Series 2020 D Bonds and the Trustee’s Certificate of Authentication thereon shall be of substantially the tenor set forth in the form of the Series 2020 D Bonds attached hereto as Exhibit A with such variations, omissions and insertions thereto as are required or permitted by the Resolution.

**ARTICLE III
REDEMPTION OF SERIES 2020 D BONDS**

SECTION 301. Privilege of Redemption and Redemption Price

The Series 2020 D Bonds shall be subject to redemption prior to maturity as set forth or referred to in this Article III. If and to the extent of any inconsistency between this Article III and Article IV of the General Bond Resolution, this Article III shall govern with respect to the Series 2020 D Bonds. Except as otherwise provided by the second paragraph of Section 405 of the General Bond Resolution, on the Redemption Date, funds shall be deposited with the Paying Agent, in its capacity as a Co-Trustee, to pay, and such Co-Trustee is hereby authorized and directed to apply such funds to the payment of, the Series 2020 D Bonds or portions thereof called for redemption, together with accrued interest thereon to the Redemption Date. Series 2020 D Bonds subject to redemption prior to maturity shall be redeemable, upon notice as provided in this Article III, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained or referred to in this Article III, as are specified in the General Bond Resolution.

SECTION 302. Optional Redemption of Series 2020 D Bonds in the Direct Purchase Rate

Series 2020 D Bonds in the Direct Purchase Rate Mode shall be subject to redemption at the option of the Authority, upon not less than thirty (30) days' prior written notice to the Purchaser as provided in Section 305 of the Series 2020 Resolution, in whole or in part in Authorized Denominations, on any date on or after January 1, 2018 at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the Redemption Date.

SECTION 303. Optional Redemption of Series 2020 D Bonds in the CP Mode

Series 2020 D Bonds in the CP Mode shall not be subject to optional redemption prior to their respective Mandatory Purchase Dates. The Series 2020 D Bonds in the CP Mode shall be subject to redemption at the option of the Authority, in whole or in part in Authorized Denominations, on their respective Mandatory Purchase Dates at a Redemption Price equal to the principal amount thereof.

SECTION 304. Optional Redemption of Series 2020 D Bonds in the LIBOR Index Rate Mode or the SIFMA Index Rate Mode

Series 2020 D Bonds in the LIBOR Index Rate Mode or the SIFMA Index Rate Mode shall be subject to redemption at the option of the Authority, in whole or in part in Authorized Denominations, on any Business Day at a Redemption Price equal to the principal amount thereof, plus accrued interest, if any, to the Redemption Date.

SECTION 305. Optional Redemption of Series 2020 D Bonds in the Fixed Rate Mode

Series 2020 D Bonds in the Fixed Rate Mode shall not be subject to redemption prior to the Maturity Date at the option of the Authority.

SECTION 306. Mandatory Sinking Fund Redemption of Series 2020 D Bonds

Except as otherwise provided in Section 209(b)(v) hereof, the Series 2020 D Bonds shall not be subject to mandatory sinking fund redemption prior to the Maturity Date.

SECTION 307. Mandatory Redemption Upon a Failed Remarketing

If all of the Series 2020 D Bonds in the Direct Purchase Rate are not purchased on a Mandatory Purchase Date as provided in Section 410(g) hereof, the Series 2020 D Bonds which are not purchased on such Mandatory Purchase Date shall be subject to mandatory redemption on the following dates (each such date, a **“Redemption Date”**): (i) fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2020 D Bonds which were not purchased on such Mandatory Purchase Date (and remain in the Direct Purchase Rate) shall be subject to mandatory redemption by the Authority on the date that is one (1) year after the commencement of the Amortization Period at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Series 2020 D Bonds to be redeemed plus accrued interest, if any, to the Redemption Date, and (ii) the entire remaining aggregate principal amount of the then Outstanding Series 2020 D Bonds in the Direct Purchase Rate shall be subject to mandatory redemption by the Authority on the Amortization End Date at a Redemption Price equal to one hundred percent (100%) of the principal amount of such Outstanding Series 2020 D Bonds plus accrued interest, if any, to the Redemption Date.

SECTION 308. Selection of Series 2020 D Bonds to be Redeemed

Notwithstanding anything in the Resolution to the contrary, if less than all of the Series 2020 D Bonds are to be redeemed and paid prior to maturity, (i) Series 2020 D Bonds which constitute Authority Bonds shall be redeemed before any other Series 2020 D Bonds are redeemed, (ii) after all such Authority Bonds have been redeemed, the particular Series 2020 D Bonds, or portions thereof, to be redeemed shall be selected by the Authority, unless less than all of the Series 2020 D Bonds of the same maturity shall be called for redemption, in which case the selection of the Series 2020 D Bonds to be redeemed shall be by the Paying Agent, in its capacity as a Co-Trustee, by lot in such manner as such Co-Trustee in its discretion shall determine. In selecting Series 2020 D Bonds for redemption, such Co-Trustee shall treat each Series 2020 D Bond as representing that number of Series 2020 D Bonds which is obtained by dividing the principal amount of such Series 2020 D Bond by the then-minimum Authorized Denomination. Any Series 2020 D Bonds of the same maturity shall be deemed to be of the same maturity, whether or not the interest rates thereon are the same. If it is determined that less than all of the aggregate principal amount of a Series 2020 D Bond is to be called for redemption, then, except as may be otherwise provided in the Resolution, upon notice of the redemption of the portion of such principal amount that is to be called for redemption, the Owner of such Series 2020 D Bond shall forthwith surrender such Series 2020 D Bond to the Co-Trustee (1) for payment of the Redemption Price (including the redemption premium, if any, and interest to the Redemption Date) of the portion of such principal amount called for redemption and (2) the Co-Trustee shall authenticate and deliver to such Owner a new Series 2020 D Bond or Series 2020 D Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Series 2020 D Bond. If the Book-Entry System for the Series 2020 D Bonds is in effect, upon a redemption of less than the entire principal

amount of a maturity of the Outstanding Series 2020 D Bonds, the Co-Trustee shall (i) either exchange the Series 2020 D Bond or Series 2020 D Bonds of such maturity held by the Securities Depository for a new Series 2020 D Bond or Series 2020 D Bonds of such maturity in the appropriate principal amount of the unredeemed portion of such maturity, if such Series 2020 D Bond is presented to the Co-Trustee by the Securities Depository, or (ii) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of such Series 2020 D Bonds held by the Securities Depository.

SECTION 309. Notices

Notice of the redemption of any Series 2020 D Bonds shall be given by the Paying Agent, in its capacity as a Co-Trustee, at the written direction and on behalf of the Authority by mailing a copy of an official notice of redemption not less than thirty (30) days (fifteen (15) days if the Series 2020 D Bonds to be redeemed are in the LIBOR Index Rate Mode, the SIFMA Index Rate Mode or the CP Mode) nor more than sixty (60) days (forty-five (45) days if the Series 2020 D Bonds to be redeemed are in the LIBOR Index Rate Mode, the SIFMA Index Rate Mode or the CP Mode) prior to the Redemption Date to (i) each Owner of the Series 2020 D Bonds to be redeemed by first class mail at their addresses appearing on the Registrar, (ii) any entities required to receive such notice pursuant to the provisions of the Continuing Disclosure Agreement, and (iii) the Remarketing Agent for the Series 2020 D Bonds; provided, however, that such notice (except with respect to those recipients described in clause (i) above), shall be given by certified mail, return receipt requested. Notwithstanding anything in the Resolution to the contrary, notice of the redemption of any Series 2020 D Bonds to be given to the Securities Depository shall be given in such manner and time as shall be required in accordance with the operating procedures of the Securities Depository.

Each notice of redemption shall state at a minimum, the complete official name of the issue, the Series 2020 D Bond certificate numbers, the principal amount of each Series 2020 D Bond certificate to be redeemed (for partial redemptions), the date of issue, the interest rate, the Maturity Date, the Redemption Date, the Redemption Price, the place or places of redemption, including the Paying Agent's name and appropriate address or addresses with the name of a contact person and telephone number. CUSIP numbers shall also be set forth in such notices of redemption, but the failure to provide such CUSIP numbers shall not affect the validity of the proceedings for the redemption of the Series 2020 D Bonds to be redeemed.

Any notice of redemption of the Series 2020 D Bonds given in accordance with the requirements of this Section 309 and Article IV of the General Bond Resolution shall be conclusively presumed to have been duly given, whether or not the Owner of any Series 2020 D Bond to be redeemed actually receives such notice.

Notwithstanding anything herein or in the General Bond Resolution to the contrary, no notice of redemption is required to be given for any redemption of a Series 2020 D Bond which occurs on a Mandatory Purchase Date or pursuant to Section 307 hereof.

ARTICLE IV
MANDATORY TENDER AND PURCHASE OF SERIES 2020 D BONDS

SECTION 401. Mandatory Purchase on Mandatory Purchase Date

The Series 2020 D Bonds shall be subject to mandatory purchase on each Mandatory Purchase Date. With respect to a Mandatory Purchase Date described in clause (iii) of the definition thereof, the Tender Agent shall give notice of such mandatory purchase by mail or Electronic Means to the Owners of the Series 2020 D Bonds subject to mandatory purchase no less than fifteen (15) days prior to the Mandatory Purchase Date. No notice shall be given of the Mandatory Purchase Date for any Series 2020 D Bonds that are in the Direct Purchase Rate Mode or at the end of each Interest Period for Series 2020 D Bonds that are in the CP Mode. Any notice of such mandatory purchase shall state the Mandatory Purchase Date, the Purchase Price, the portion of the Series 2020 D Bonds to be purchased if less than all of the Series 2020 D Bonds are to be purchased, and that interest on the Series 2020 D Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to mail such notice with respect to any Series 2020 D Bond shall not affect the validity of the mandatory purchase of any other Series 2020 D Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Owner or Beneficial Owner of any Series 2020 D Bond.

SECTION 402. Remarketing of Series 2020 D Bonds; Notices

Remarketing of Series 2020 D Bonds. The Remarketing Agent shall use its best efforts to offer for sale all Series 2020 D Bonds required to be purchased on a Mandatory Purchase Date at interest rates up to the Maximum Rate; provided, however, that the Remarketing Agent shall not remarket any such Series 2020 D Bonds at a price less than the principal amount thereof, plus accrued interest, if any.

Notice of Remarketing; Registration Instructions; New Series 2020 D Bonds. On each Mandatory Purchase Date:

- (i) the Remarketing Agent shall notify the Tender Agent by Electronic Means no later than 10:30 a.m. of the principal amount of the Series 2020 D Bonds it has remarketed and/or been unable to remarket;
- (ii) the Remarketing Agent shall cause the proceeds of the remarketing by such Remarketing Agent of the Series 2020 D Bonds to be paid to the Tender Agent in immediately available funds not later than 10:45 a.m. on the Mandatory Purchase Date;
- (iii) the Remarketing Agent shall notify the Tender Agent by Electronic Means not later than 11:30 a.m. of such information as may be necessary to register and deliver any Series 2020 D Bonds so remarketed; and
- (iv) if the Series 2020 D Bonds are no longer in the Book-Entry System, the Tender Agent shall authenticate new Series 2020 D Bonds for the respective purchasers

thereof which shall be available for pick-up by the Remarketing Agent not later than 2:45 p.m. on the Mandatory Purchase Date.

SECTION 403. Source of Funds for Purchase of Series 2020 D Bonds

Except as set forth in Section 405(b) hereof, by 3:00 p.m. on each Mandatory Purchase Date the Tender Agent shall purchase the Series 2020 D Bonds from the Owners thereof at the Purchase Price by wire transfer in immediately available funds. Funds for the payment of the Purchase Price shall be derived solely from the following sources in the order of priority indicated and none of the Tender Agent, the Trustee nor the Remarketing Agent shall be obligated to provide funds from any other source:

immediately available funds on deposit in the Remarketing Proceeds Account; and
moneys of the Authority on deposit in the Authority Purchase Account.

The Authority shall be obligated to deposit amounts into the Authority Purchase Account sufficient to pay the Purchase Price to the extent that amounts on deposit in the Remarketing Proceeds Account are insufficient therefor.

SECTION 404. Delivery of Series 2020 D Bonds

On each Mandatory Purchase Date, the Series 2020 D Bonds shall be delivered as follows:

Series 2020 D Bonds sold by the Remarketing Agent and purchased by the Tender Agent with moneys described in Section 403(a) hereof shall be delivered by the Remarketing Agent to the purchasers of such Series 2020 D Bonds by 3:00 p.m.; and

Series 2020 D Bonds purchased by the Authority with moneys described in Section 404(b) hereof shall be registered immediately in the name of the Authority or its nominee on or before 3:00 p.m. Series 2020 D Bonds so owned by the Authority shall continue to be Outstanding under the terms of the Resolution and be subject to all of the terms and conditions of the Resolution and shall be subject to remarketing by the Remarketing Agent.

SECTION 405. Book-Entry Tenders

Notwithstanding any other provision of this Article IV to the contrary, all tenders for purchase during any period in which the Series 2020 D Bonds are registered in the name of Cede & Co., as nominee for DTC (or the nominee of any successor to DTC) shall be subject to the terms and conditions set forth in the Letter of Representations and to any regulations promulgated by DTC (or any successor DTC). Procedures under which a Beneficial Owner may direct a Direct Participant or DTC, or an Indirect Participant of DTC acting through a Director Participant of DTC, to exercise a tender option right in respect of Series 2020 D Bonds or portions thereof in an amount equal to all or a portion of such Beneficial Owner's beneficial ownership interest therein shall be governed by standing instructions and customary practices determined by such Direct Participant or Indirect Participant. For so long as the Series 2020 D Bonds are registered in the name of Cede & Co., as nominee for DTC, delivery of Series 2020 D Bonds required to be tendered

for purchase shall be effected by the transfer on the applicable Mandatory Purchase Date of a book-entry credit to the account of the Tender Agent of a beneficial interest in such Series 2020 D Bonds.

Notwithstanding anything expressed or implied herein to the contrary, so long as the Book-Entry System for the Series 2020 D Bonds is maintained by the Authority:

(i) there shall be no requirement of physical delivery to or by the Tender Agent, the Remarketing Agent or the Trustee of:

(A) any Series 2020 D Bonds subject to mandatory purchase as a condition to the payment of the Purchase Price therefor; or

(B) any remarketing proceeds of such Series 2020 D Bonds; and

(ii) except as provided in (iii) below, none of the Trustee, the Tender Agent nor the Paying Agent shall have any responsibility for paying the Purchase Price of any Series 2020 D Bond or for remitting remarketing proceeds to any Person; and

(iii) the Tender Agent's sole responsibilities in connection with the purchase and remarketing of any Series 2020 D Bond shall be to,:

(A) to the extent necessary to pay all or a portion of the Purchase Price of such Series 2020 D Bond, remit any amounts withdrawn from the Authority Purchase Account to or upon the order of the Beneficial Owner upon delivery of such Series 2020 D Bond; and

(B) if required, obtaining a new CUSIP number with respect to any unremarketed Series 2020 D Bond.

SECTION 406. No Book-Entry System

If at any time the Series 2020 D Bonds shall no longer be in the Book-Entry System, the following procedures shall be followed in connection with the mandatory purchase of any Series 2020 D Bonds:

Series 2020 D Bonds to be so purchased shall be delivered (with all necessary endorsements) at or before 12:00 noon on the Mandatory Purchase Date to the Paying Agent; provided, however, that payment of the Purchase Price shall be made pursuant to this Section 406 only if the Series 2020 D Bonds so delivered to the Paying Agent conform in all respects to the description thereof in the notice described in this Section. Payment of the Purchase Price with respect to purchases under this Section shall be made to the Owners of the Series 2020 D Bonds by wire transfer in immediately available funds by the Paying Agent by 3:00 p.m. on the Mandatory Purchase Date; and

If a Series 2020 D Bond is not delivered by the Owner to the Paying Agent by 12:00 noon on the Mandatory Purchase Date, the Paying Agent shall hold any funds received for the purchase of those Series 2020 D Bonds in the Purchase Fund in trust and shall pay such funds to the former Owners of the Series 2020 D Bonds upon presentation of the Series 2020 D Bonds.

Such undelivered Series 2020 D Bonds shall cease to accrue interest as to the former Owners on such Mandatory Purchase Date and moneys representing the Purchase Price shall be available against delivery of those Series 2020 D Bonds at the Office of the Paying Agent. The Paying Agent shall authenticate a replacement Series 2020 D Bond for any undelivered Series 2020 D Bond which may then be remarketed by the Remarketing Agent.

The Paying Agent shall hold all Series 2020 D Bonds properly tendered to it for purchase as agent and bailee of, and in escrow for the benefit of, the respective Owners of the Series 2020 D Bonds which shall have so tendered such Series 2020 D Bonds until moneys representing the Purchase Price of such Series 2020 D Bonds shall have been delivered to or for the account of or to the order of such Owners.

SECTION 407. Purchase Fund

There is hereby established and there shall be maintained with the Tender Agent, as agent for the Trustee, a separate fund designated the “**Series 2020 D Purchase and Remarketing Fund.**” The Tender Agent shall further establish separate accounts within the Purchase Fund to be designated the “**Remarketing Proceeds Account**” and the “**Authority Purchase Account,**” respectively. Only the Tender Agent shall have any right of withdrawal from the Purchase Fund; and the Purchase Fund and such right of withdrawal shall be for the sole and exclusive benefit of the Owners of the Series 2020 D Bonds. Amounts on deposit in the Purchase Fund shall be held uninvested and separate and apart from all other funds and accounts. Amounts in a particular Account or subaccount of the Purchase Fund shall not be commingled with amounts in any other Account or subaccount of the Purchase Fund or any other fund or account established under the Resolution. Moneys shall be deposited into and withdrawn from the Remarketing Proceeds Account and the Authority Purchase Account as follows:

Remarketing Proceeds Account. Upon receipt of the proceeds of a remarketing of a Series 2020 D Bond on a Mandatory Purchase Date, the Tender Agent shall deposit such proceeds in the Remarketing Proceeds Account for application to the Purchase Price of the Series 2020 D Bonds.

Authority Purchase Account. Upon receipt of funds from the Authority pursuant to Section 403 hereof, the Tender Agent shall deposit such funds in the Authority Purchase Account for application to the Purchase Price of the Series 2020 D Bonds. Any amounts deposited in the Authority Purchase Account and not needed to pay the Purchase Price for any Series 2020 D Bonds shall be immediately refunded to the Authority.

SECTION 408. Insufficient Funds for Tenders

Except as otherwise set forth in clause (g) of this Section 408 with respect to Series 2020 D Bonds which are in the Direct Purchase Rate, if moneys sufficient to pay the Purchase Price of all Series 2020 D Bonds on any Mandatory Purchase Date are not available (1) no purchase shall be consummated on such Mandatory Purchase Date; (2) all of the Series 2020 D Bonds deemed tendered shall be returned to the Owners thereof; and (3) all remarketing proceeds shall be returned to the Remarketing Agent for return to the Persons providing such moneys.

Any Unpurchased Series 2020 D Bond shall bear interest at the Maximum Rate during the period of time from and including the Mandatory Purchase Date on which such Unpurchased Series 2020 D Bond was originally required to be purchased to (but not including) the date that such Unpurchased Series 2020 D Bond is successfully remarketed (the **“Delayed Remarketing Period”**).

The Authority may direct the conversion of any Unpurchased Series 2020 D Bond to a different Mode during the Delayed Remarketing Period in accordance with Section 209 hereof; provided that the Authority shall not be required to comply with the notice requirements described in Section 209.

The Remarketing Agent shall continue to use its best efforts to remarket all Unpurchased Series 2020 D Bonds. Once the Remarketing Agent has advised the Trustee and the Tender Agent that it has a good faith belief that it is able to remarket all of the Unpurchased Series 2020 D Bonds, the Trustee will give notice by mail or Electronic Means to the Owners of such Unpurchased Series 2020 D Bonds not later than five Business Days prior to the Mandatory Purchase Date, which notice will state (1) the Mode applicable to such Unpurchased Series 2020 D Bonds from and after the Mandatory Purchase Date; (2) that such Unpurchased Series 2020 D Bonds will be subject to mandatory tender for purchase on the Mandatory Purchase Date; (3) the procedures for such mandatory tender; (4) the Purchase Price of such Unpurchased Series 2020 D Bonds; and (5) the consequences of a failed remarketing described in subsection (b) of this Section 408.

During the Delayed Remarketing Period, the Trustee may, upon written direction of the Authority, apply amounts on deposit in the Redemption Fund to the redemption of such Unpurchased Series 2020 D Bonds, as a whole or in part on any Business Day during the Delayed Remarketing Period, at a Redemption Price equal to the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium. Notwithstanding anything in the Resolution or this Certificate to the contrary, the Trustee shall give five (5) Business Days’ notice of such redemption to the Owners of the Series 2020 D Bonds to be redeemed.

During the Delayed Remarketing Period, interest on Unpurchased Series 2020 D Bonds shall be paid to the Owners thereof on (i) the first Business Day of each calendar month occurring during the Delayed Remarketing Period and (ii) the last day of the Delayed Remarketing Period.

Notwithstanding anything in the Resolution or this Certificate to the contrary, if moneys sufficient to pay the Purchase Price of all Series 2020 D Bonds tendered or deemed tendered for purchase on any Mandatory Purchase Date occurring while the Series 2020 D Bonds are in the Direct Purchase Rate Mode are not available, or if all of the Series 2020 D Bonds in the Direct Purchase Rate Mode tendered or deemed tendered for purchase on such Mandatory Purchase Date are not purchased from the Owners thereof for any other reason, then (1) the Authority, in its sole and absolute discretion, may elect and direct in a written notice executed by an Authorized Officer of the Authority and delivered to the Tender Agent, that the portion of the Series 2020 D Bonds tendered or deemed tendered on such Mandatory Purchase Date which is set forth in such written notice shall be purchased on such Mandatory Purchase Date from the moneys

available to pay the Purchase Price of the Series 2020 D Bonds tendered or deemed tendered on such Mandatory Purchase Date, in which case, (i) such portion of the Series 2020 D Bonds shall be purchased on such Mandatory Purchase Date and no purchase of the remainder of the Series 2020 D Bonds shall be consummated on such Mandatory Purchase Date, (ii) all remarketing proceeds which are not needed to pay the Purchase Price of the portion of the Series 2020 D Bonds which are purchased on such Mandatory Purchase Date shall be returned to the Remarketing Agent for return to the Persons providing such moneys, and (iii) all of the Series 2020 D Bonds which are not purchased on such Mandatory Purchase Date shall remain in the Direct Purchase Rate and shall immediately become subject to mandatory redemption as provided in Section 307 hereof, or (2) if the Authority does not deliver a written notice to the Tender Agent as provided in clause (1) of this paragraph, (i) no purchase of any Series 2020 D Bonds shall be consummated on such Mandatory Purchase Date, (ii) all remarketing proceeds shall be returned to the Remarketing Agent for return to the Persons providing such moneys, and (iii) all of the Series 2020 D Bonds shall remain in the Direct Purchase Rate Mode and shall immediately become subject to mandatory redemption as provided in Section 307 hereof.

ARTICLE V
APPLICATION OF SERIES 2020 D BOND PROCEEDS
AND OTHER MONEYS; CREATION OF SERIES 2020 D
DEBT SERVICE SUBACCOUNT

SECTION 501. Application of Proceeds of the Series 2020 D Bonds and Other Moneys

As provided in Section 801(a) hereof, the Series 2020 D Bonds shall be issued and sold to the Purchaser for a purchase price of \$_____ in accordance with the Bondholder Agreement. The proceeds to be received by the Authority from the sale of the Series 2020 D Bonds (\$_____) shall be paid by the Purchaser to The Bank of New York Mellon, in its capacity as Co-Trustee under the Resolution in accordance with the Bondholder Agreement and, pursuant to Section 401 of the Series 2020 Resolution, shall be initially deposited into the Series 2020 Clearing Fund. Thereafter, all such proceeds of the Series 2020 D Bonds shall be transferred to the Escrow Agent for deposit into the Escrow Fund to be applied to the refunding and defeasance of the Refunded Bonds as provided in the Escrow Deposit Agreement.

Simultaneously with the issuance of the Series 2020 D Bonds, (i) the Authority shall cause \$_____ to be transferred to The Bank of New York Mellon, in its capacity as Co-Trustee under the Resolution, which amounts, pursuant to Section 401 of the Series 2020 Resolution, shall be initially deposited into the Series 2020 Clearing Fund, and thereafter, all such amounts shall be transferred to the Escrow Agent for deposit into the Escrow Fund to be applied to the refunding and defeasance of the Refunded Bonds as provided in the Escrow Deposit Agreement, and (ii) the Trustee shall withdraw \$_____ from the funds currently on deposit in the Series _____ Debt Service Subaccount created and established under the General Bond Resolution and transfer such amount to the Escrow Agent for deposit into the Escrow Fund to be applied to the refunding and defeasance of the Refunded Bonds as provided in the Escrow Deposit Agreement.

Simultaneously with the issuance of the Series 2020 D Bonds, the Authority shall also cause \$_____ to be transferred to The Bank of New York Mellon, in its capacity as Co-Trustee under the Resolution, which amounts, pursuant to Section 401 of the Series 2020 Resolution, shall be initially deposited into the Series 2020 Clearing Fund. Thereafter, all such amounts shall remain on deposit in the Series 2020 Clearing Fund and applied to pay costs of issuance of the Series 2020 D Bonds in accordance with the written instructions of an Authorized Officer of the Authority. Any amounts on deposit in the Series 2020 Clearing Fund which are not required to pay costs of issuance of the Series 2020 D Bonds shall, at the written direction of an Authorized Officer of the Authority, be used to pay the Costs of Turnpike Projects or transferred to the subaccount in the Debt Service Fund created for the Series 2020 D Bonds in accordance with Section 503 hereof, all as provided in the written direction of an Authorized Officer of the Authority.

SECTION 502. Creation of Series 2020 D Charges Fund

There is hereby established with the Trustee a fund to be designated the Series 2020 D Charges Fund (the “**Series 2020 D Charges Fund**”), which shall be a separate trust fund held

by the Trustee and entitled to the benefits and protections of the General Bond Resolution. Moneys shall be deposited into the Series 2020 D Charges Fund in accordance with the provisions of Section 504 of the General Bond Resolution. The Trustee shall transfer from the Series 2020 D Charges Fund moneys in the following amounts and in the following order of priority: (i) to the Debt Service Fund and the Debt Reserve Fund the amount necessary (or all the moneys in the Series 2020 D Charges Fund if less than the amount necessary) to make up any deficiencies in payments to said Funds at any time and (ii) in the event of any transfer of moneys from the Debt Reserve Fund to the Debt Service Fund, to the Debt Reserve Fund the amount of the deficiency in such Fund resulting from such transfer.

The Authority shall inform the Trustee or cause the Trustee to be informed, in writing of the amounts payable pursuant to this Section 502 and, subject to the provisions of subsection (a) of this Section 502, the Trustee shall pay out of the Series 2020 D Charges Fund each month (i) to the Remarketing Agent for the Series 2020 D Bonds, the amount required to be paid by the Authority as fees and charges under the applicable Remarketing Agreement during such month; and (ii) to the Trustee, the Tender Agent and the Paying Agent, the amounts due and payable by the Authority, if any, as fees and charges to each of them for their charges and costs during such month.

Subject to the provisions of subsection (a) of this Section 502, all amounts held at any time in the Series 2020 D Charges Fund shall be held on a parity basis for the payment of (i) amounts due and payable by the Authority as fees and charges under the amounts due and payable by the Authority as fees and charges under the Remarketing Agreement for the Series 2020 D Bonds, and (ii) amounts due and payable by the Authority as fees and charges to the Trustee, the Tender Agent and the Paying Agent at any time in proportion to the amounts then due with respect to each of them.

SECTION 503. Establishment of Series 2020 D Debt Service Subaccount

The Bank of New York Mellon, in its capacity as Co-Trustee under the Resolution, is hereby instructed to establish a subaccount in the Debt Service Fund for the Series 2020 D Bonds.

**ARTICLE VI
TENDER AGENT AND PAYING AGENT**

SECTION 601. Tender Agent; Appointment and Acceptance of Duties

Pursuant to Section 209 of the Series 2020 Resolution, the Authority has appointed The Bank of New York Mellon as the Tender Agent for the Series 2020 D Bonds. The Authority may, at any time or from time to time, appoint one or more other Tender Agents having the qualifications set forth in Section 604 for a successor Tender Agent. One or more Tender Agent(s) may be appointed by the Authority to the extent necessary to effectuate the rights of the Owners to tender Series 2020 D Bonds for purchase in accordance with the Resolution.

Each Tender Agent (other than a Co-Trustee) shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing and delivering to the Authority, the Trustee and the Remarketing Agent a written acceptance thereof.

Unless otherwise provided, the Office of the Tender Agent is designated as the office or agency of the Authority for the payment of the Purchase Price of tendered or deemed tendered Series 2020 D Bonds.

SECTION 602. Tender Agent; General Responsibilities

The Tender Agent shall perform the duties and obligations set forth in the Resolution and in particular shall:

(i) hold all Series 2020 D Bonds delivered to it for purchase hereunder in trust as bailee of, and for the benefit of, the respective Owners which have so delivered such Series 2020 D Bonds, until moneys representing the Purchase Price of such Series 2020 D Bonds shall have been delivered to or for the account of or to the order of such Owners;

(ii) hold all moneys (other than moneys delivered to it by the Authority for the purchase of Series 2020 D Bonds) delivered to it hereunder for the purchase of Series 2020 D Bonds in trust as bailee of, and for the benefit of, the Person which shall have so delivered such moneys, until the Series 2020 D Bonds purchased with such moneys shall have been delivered to or for the account of such Person; and

(iii) keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Authority, the Fiduciaries, the Purchaser and the Remarketing Agent at all reasonable times.

In addition, the following conditions shall apply to the performance of the Tender Agent's duties hereunder:

(i) The duties and obligations of the Tender Agent shall be determined solely by the express provisions of the Resolution, and no implied duties or obligations or covenants on the part of the Tender Agent shall be read into the Resolution. The Bank of

New York Mellon, in its capacity as a Co-Trustee, will, promptly upon receipt thereof, furnish to the Tender Agent a copy of any Supplemental Resolution, in the form proposed for adoption by the Authority. Without the prior written consent of the Tender Agent, the Authority will not, anything in the Resolution to the contrary notwithstanding, adopt a Supplemental Resolution, if such Supplemental Resolution would adversely affect any right, power, liability or obligation of the Tender Agent under the Resolution.

(ii) The Tender Agent may, in the absence of negligence or bad faith on its part, conclusively rely upon any document furnished to it and believed by it to be genuine and to have been signed, acknowledged or presented by the proper party or parties, and it shall not be answerable for any action taken in good faith on the basis thereof. The Tender Agent shall not be liable for any error of judgment made in good faith by a responsible officer, agent or employee of the Tender Agent unless the Tender Agent was negligent in ascertaining the pertinent facts.

(iii) The Tender Agent may consult with counsel satisfactory to it, and the Opinion of Counsel of such counsel shall be full and complete authorization and protection in respect of any action taken or thing suffered by it under the Resolution in good faith and in accordance with such Opinion of Counsel.

(iv) The Tender Agent may become the owner of, or acquire any interest in, any obligations of the Authority (including, without limitation, the Series 2020 D Bonds or any other Bonds or obligations of the Authority) with the same rights that it would have if it were not the Tender Agent for the Series 2020 D Bonds under the Resolution; and it may engage in, or be interested in, any financial or other transaction with the Authority, and may act for, or as depository, trustee or agent for, any holders of any obligations of the Authority, or any committee or body of such holders, as freely as if it were not the Tender Agent for the Series 2020 D Bonds under the Resolution.

(v) Anything in the Resolution to the contrary notwithstanding, the Tender Agent shall have no liability under the Resolution for any act or omission except as shall result from its own negligence or bad faith.

(vi) No provision of the Resolution shall require the Tender Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties thereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

In performing its duties under the Resolution, the Tender Agent shall be entitled to all of the rights, protections and immunities accorded to a Co-Trustee as a Fiduciary under the terms of Article IX of the General Bond Resolution.

The Authority shall cooperate to cause the necessary arrangements to be made and to be thereafter continued whereby funds from the sources specified in this Certificate will be made available for the purchase of Series 2020 D Bonds presented at the designated office of the Tender Agent, and to otherwise enable the Tender Agent to carry out its duties under the Resolution.

The Tender Agent shall cooperate with the Remarketing Agent to the extent necessary to permit the preparation, execution, issuance and authentication of replacement Series 2020 D Bonds in connection with the tender and remarketing of Series 2020 D Bonds under the Resolution.

SECTION 603. Resignation or Removal of Tender Agent or Paying Agent and Appointment of Successor

Any Tender Agent or Paying Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least 60 days written notice to the Authority, the Purchaser, the Remarketing Agent and the other Fiduciaries, provided that any such resignation shall take effect only upon the appointment of, and acceptance of such appointment by, a successor Tender Agent or Paying Agent, as the case may be. Any Tender Agent or Paying Agent may be removed at any time by an instrument filed with such Tender Agent or Paying Agent and the Trustee and signed by an Authorized Officer of the Authority. The Authority agrees that upon the resignation of the Tender Agent or the Paying Agent it will act expeditiously and use its best efforts to appoint a successor Tender Agent or Paying Agent, such successor Tender Agent or Paying Agent to be a commercial bank with trust powers or a trust company organized under the laws of any state of the United States, having capital stock and surplus aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution; provided, however, that if no appointment of a successor Tender Agent or the Paying Agent shall be made within 45 days after written notice of resignation of such office is given to the Authority, the Tender Agent or Paying Agent, as applicable, or the Trustee or the Owner of any Series 2020 D Bond may apply to any court of competent jurisdiction to appoint a successor Tender Agent or Paying Agent, as the case may be.

In the event of the resignation or removal of any Tender Agent or Paying Agent, such Tender Agent or Paying Agent shall pay over, assign and deliver any moneys and Series 2020 D Bonds, including authenticated Series 2020 D Bonds, held by it to its successor. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, a Co-Trustee shall act as such Paying Agent.

Notwithstanding any other provision of the Resolution to the contrary, the duties of the Tender Agent shall terminate with respect to the Series 2020 D Bonds upon conversion of all of the Outstanding Series 2020 D Bonds to the Fixed Rate Mode.

**ARTICLE VII
THE REMARKETING AGENT**

SECTION 701. Appointment of Remarketing Agent

At least sixty (60) days prior to the date when the Series 2020 D Bonds shall become subject to any Mode other than the Direct Purchase Rate Mode, the Authority shall appoint an investment banking firm or other entity to serve as the Remarketing Agent for the Series 2020 D Bonds. Any such appointment of the Remarketing Agent for the Series 2020 D Bonds shall be made in a subsequent Certificate of Determination and each Remarketing Agent so appointed shall enter into a Remarketing Agreement with the Authority. Pursuant to the Remarketing Agreement, the Remarketing Agent shall act as such for the Series 2020 D Bonds and shall agree to remarket any Series 2020 D Bonds tendered or deemed tendered pursuant to the Resolution on the terms and conditions set forth in the Resolution and perform the other duties of the Remarketing Agent described under the Resolution, and to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Notice Parties at all reasonable times.

The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Resolution as set forth in the Remarketing Agreement. The Remarketing Agent may suspend its remarketing efforts on the terms and conditions as shall be set forth in the Remarketing Agreement. The Remarketing Agent may be removed at any time, at the direction of the Authority as shall be set forth in the Remarketing Agreement. Any successor Remarketing Agent shall be selected by the Authority, and shall be a member of the National Association of Securities Dealers, Inc., shall have a capitalization of at least fifteen million dollars (\$15,000,000), shall be authorized by law to perform all the duties set forth in the Resolution. The Authority's delivery to the Trustee of a certificate setting forth the effective date of the appointment of a successor Remarketing Agent and the name of such successor shall be conclusive evidence that (i) if applicable, the predecessor Remarketing Agent has been removed in accordance with the provisions of the Resolution, and (ii) such successor has been appointed and is qualified to act as Remarketing Agent under the provisions of the Resolution.

If the Remarketing Agent consolidates with, merges or converts into, or transfers all or substantially all of its assets (or, in the case of a bank, national banking association or trust company, its corporate assets) to, another corporation, the resulting, surviving or transferee corporation, without any further act, shall be the successor Remarketing Agent.

**ARTICLE VIII
AUTHORIZATION OF CERTAIN OTHER
TRANSACTIONS AND PROCEEDINGS**

SECTION 801. Sale of Bonds; Execution of Documents

On the date hereof, the Series 2020 D Bonds shall be issued by the Authority and sold to the Purchaser pursuant to and in accordance with the provisions of the Bondholder Agreement, dated _____, 2020 (the “**Bondholder Agreement**”), between the Authority and the Purchaser, a copy of which Bondholder Agreement is attached hereto as Exhibit B. The execution and delivery by the Authority of the Bondholder Agreement is hereby ratified, confirmed and approved. In accordance with the Bondholder Agreement, the Series 2020 D Bonds shall be issued and sold to the Purchaser at a purchase price of \$_____.

In order to provide for the refunding and defeasance of the Refunded Bonds on the date hereof, the Authority shall enter into the Escrow Deposit Agreement (the “**Escrow Deposit Agreement**”) with the Escrow Agent, in substantially the form attached hereto as Exhibit C. The execution and delivery by the Authority of the Escrow Deposit Agreement in substantially the form attached hereto as Exhibit C is hereby authorized and approved.

SECTION 802. Re-Identification and Amendment of the Existing Swap Agreement

After consultation with the Authority’s financial advisor and Bond Counsel and after consideration of the current market conditions, the fact that the Authority would have to make a substantial termination payment if the Existing Swap Agreement was terminated in connection with the refunding and defeasance of the Refunded Bonds, I hereby determine that it is in the best interest of the Authority to re-identify the Existing Swap Agreement to be a “Qualified Hedge” for the Series 2020 D Bonds for purposes of the Internal Revenue Code of 1986, as amended. Simultaneously with the issuance of the Series 2020 D Bonds, the Authority and _____ shall enter into an amended and restated Confirmation for the Existing Swap Agreement which will reflect that the Existing Swap Agreement will thereafter be used by the Authority to manage its interest rate risk with respect to the Series 2020 D Bonds. From and after the date of issuance of the Series 2020 D Bonds, the Existing Swap Agreement shall be a Qualified Swap for the Series 2020 D Bonds and it is hereby determined that the Existing Swap Agreement will assist the Authority in more effectively managing its interest costs with respect to the Series 2020 D Bonds. From and after the date of issuance of the Series 2020 D Bonds, the Existing Swap Agreement shall continue to be (i) secured by the pledge and lien created by Section 501 of the General Bond Resolution on a parity with the Series 2020 D Bonds and the other payment obligations of the Authority secured on a parity with the Series 2020 D Bonds, and (ii) payable from amounts on deposit in the Debt Service Fund created and established under Section 502 of the General Bond Resolution. All payments received by the Authority from _____ under the Existing Swap Agreement are hereby pledged as part of the Pledged Revenues under the General Bond Resolution, as provided in Section 501(b) of the General Bond Resolution. All payments received by the Authority from _____ under the Existing Swap Agreement shall be deposited into the subaccount in the Debt Service Fund established for the Series 2020 D Bonds pursuant to Section 503 of this Certificate. In order to evidence the fact that the Existing Swap Agreement will be used by the Authority to manage its

interest rate risk with respect to the Series 2020 D Bonds, I hereby authorize the execution and delivery of the amended and restated Confirmation between the Authority and _____ in substantially the form attached hereto as Exhibit D.

**ARTICLE IX
MISCELLANEOUS**

SECTION 901. Nonpresentment of Series 2020 D Bonds

If any Series 2020 D Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, if moneys sufficient to pay such Series 2020 D Bond shall have been deposited with the Trustee, it shall be the duty of the Trustee to hold such moneys, without liability to the Authority, any Owner or any other Person for interest thereon, for the benefit of the Owner of such Series 2020 D Bond.

Any moneys so deposited with and held by the Trustee, due to nonpresentment of Series 2020 D Bonds must be retained by the Trustee for a period of at least eleven months after the final maturity date of the Series 2020 D Bonds or advance refunding date, if applicable. Thereafter, it shall be the duty of the Trustee to comply with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.*, with respect to such funds in accordance with the Trustee's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.* The Owners of such Series 2020 D Bonds shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under the Resolution or on, or with respect to, such Series 2020 D Bonds.

SECTION 902. Notices

Except as otherwise required herein, all notices required or authorized to be given to the Authority, the Trustee, the Bond Registrar, the Paying Agent, the Remarketing Agent, the Tender Agent and the Purchaser pursuant to the Resolution shall be in writing and shall be sent by registered or certified mail, postage prepaid, recognized private carrier, with delivery charges prepaid and acknowledgement of delivery, or by Electronic Means, to the following addresses:

1. to the Authority, to:
New Jersey Turnpike Authority
1 Turnpike Plaza
P.O. Box 5042
Woodbridge, New Jersey 07095
Attn: Executive Director
Tel: (732) 750-5300
Fax: (732) 750-5351

2. to the Trustee, the Bond Registrar and the Paying Agent, to:
The Bank of New York Mellon
385 Rifle Camp Road
Woodland Park, New Jersey 07424
Attn: Corporate Trust
Tel: (973) 357-7833
Fax: (973) 357-7840

3. to the Remarketing Agent, at the address therefor set forth in the Remarketing Agreement.
4. to the Tender Agent, to:
The Bank of New York Mellon
385 Rifle Camp Road
Woodland Park, New Jersey 07424
Attn: Corporate Trust
Tel: (973) 357-7833
Fax: (973) 357-7840

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

SECTION 903. Certain Provisions Relating to the Trustee

Notwithstanding anything in the Resolution to the contrary, the Trustee shall not be permitted to require indemnity or any other security to its satisfaction from the Owners of the Series 2020 D Bonds or the Authority prior to: (i) making any payments to the Owners of the Series 2020 D Bonds of the principal or Redemption Price of or interest on the Series 2020 D Bonds, when due, (ii) effectuating any mandatory tender or redemption of the Series 2020 D Bonds required by the terms of the Resolution, or (iii) declaring the principal of the Series 2020 D Bonds to be immediately due and payable when required under the terms of the Resolution.

Notwithstanding anything in the Resolution to the contrary, the Trustee shall not have a lien on the Purchase Fund to secure the payment of its fees and expenses incurred in or related to the performance of its duties as the Trustee under the Resolution.

SECTION 904. Receipt of Approval Letters

I hereby acknowledge receipt of the approval letters from the Governor and the Treasurer of the State of New Jersey, as required by Section 3(F) of the Act, approving the adoption by the Authority of the Series 2020 Resolution and the issuance of the Series 2020 D Bonds.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2020.

NEW JERSEY TURNPIKE AUTHORITY

By: _____
JOHN M. KELLER
Executive Director

(FORM OF SERIES 2020 D BOND)

No. 1 \$ _____

**NEW JERSEY TURNPIKE AUTHORITY
TURNPIKE REVENUE BOND,
SERIES 2020 D**

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
_____, 2020	January 1, 202_	Variable	646139 ____

Registered Owner:

Principal Amount:

The NEW JERSEY TURNPIKE AUTHORITY (the “Authority”), a body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner specified above, but solely from the tolls, other revenues and funds of the Authority hereinafter mentioned, on the Maturity Date specified above upon presentation and surrender of this Bond at the designated corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey (the “Paying Agent”), the Principal Amount stated above, and to pay but solely from such tolls, other revenues and funds of the Authority, interest on such Principal Amount from the Dated Date specified above until the Maturity Date or earlier redemption at the interest rate per annum determined as described herein and in the Series 2020 Resolution hereinafter referred to, payable on each Interest Payment Date as described in the Series 2020 Resolution until such Principal Amount has been paid in full.

This Bond is one of a duly authorized issue of Bonds of the Authority designated as its “Turnpike Revenue Bonds, Series 2020 D” (the “Series 2020 D Bonds”), in the aggregate principal amount of \$_____ issued pursuant to the New Jersey Turnpike Authority Act of 1948, constituting Chapter 454 of the Laws of 1948 of the State of New Jersey, as amended and supplemented (the “Act”), and under and pursuant to a resolution of the Authority adopted January 28, 2020, entitled “Series 2020 Turnpike Revenue Bond Resolution”, as supplemented by a

Certificate of Determination relating to the Series 2020 D Bonds, dated _____, 2020 (collectively, the “Series 2020 Resolution”), which is authorized by the Turnpike Revenue Bond Resolution, initially adopted by the Authority on August 20, 1991, as amended and restated on September 26, 1991, as further amended and restated on November 22, 1991, and as amended and supplemented to the date hereof (collectively, the “General Bond Resolution”). The General Bond Resolution, as supplemented by the Series 2020 Resolution, is referred herein as the “Resolution”. All capitalized terms used but not defined herein shall have the meanings given to them in the Resolution.

Pursuant to the Resolution, the Series 2020 D Bonds may bear interest at the Direct Purchase Rate, the Commercial Paper Rate, the LIBOR Index Rate, the SIFMA Index Rate or the Fixed Rate determined as provided in the Resolution. Interest on the Series 2020 D Bonds shall be payable on each Interest Payment Date in the manner provided in the Resolution. Initially, the Series 2020 D Bonds shall be subject to the Direct Purchase Rate Mode and shall bear interest at the Direct Purchase Rate. The Series 2020 D Bonds shall continue to bear interest at the Direct Purchase Rate until the Series 2020 D Bonds are converted to another Mode as provided in the Resolution. Subject to the conditions described in the Resolution, the Authority may elect at any time to convert all or a portion of the Outstanding Series 2020 D Bonds to another Mode.

The Beneficial Owners of the Series 2020 D Bonds have the right to optionally tender their Series 2020 D Bonds for purchase on the terms and conditions set forth in the Resolution. In addition, the Series 2020 D Bonds are subject to mandatory tender for purchase upon the happening of certain events and conditions as more fully set forth in the Resolution.

The Series 2020 D Bonds are subject to redemption prior to maturity upon the terms and conditions set forth or referred to in the Resolution.

The Series 2020 D Bonds are secured by the General Bond Resolution on a parity with all other Bonds (as defined in the General Bond Resolution) heretofore or hereafter issued and certain Qualified Swaps and Credit Facilities, as defined therein. As provided in the Resolution, the principal of and interest on the Series 2020 D Bonds are payable solely from, and secured by, the Pledged Revenues (as defined in the General Bond Resolution) and proceeds of Bonds held or set aside under the Resolution. Copies of the Resolution are on file at the office of the Authority and at the corporate trust office of The Bank of New York Mellon in Woodland Park, New Jersey, as Trustee under the Resolution, or its successors as Trustee (the “Trustee”), and reference to the Act and to the Resolution and any and all modifications and amendments thereof is made for a description of the pledge and covenants securing the Series 2020 D Bonds; a description and listing of all other Bonds outstanding on a parity with the Series 2020 D Bonds; the nature, extent and manner of enforcement of such pledge; the rights and remedies of the Registered Owners of the Series 2020 D Bonds with respect thereto; and the terms and conditions upon which the Series 2020 D Bonds are issued and upon which additional parity Bonds may be issued thereunder, to all of which the Registered Owner assents as a material part of the consideration to the Authority for the issuance of the Series 2020 D Bonds.

The pledge of tolls and other revenues and funds and the other obligations of the Authority under the Resolution may be discharged at or prior to the maturity of the Series 2020 D Bonds

upon the making of provision for their payment on the terms and conditions set forth in the Resolution.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the office of the Bond Registrar by the registered owner hereof in person, or by his or her duly authorized attorney, upon surrender with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney, and thereupon a new registered Series 2020 D Bond or Bonds, in the same aggregate principal amount, shall be issued to the transferee therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee, the Bond Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price due hereon and for all other purposes.

Subject to the conditions and upon the payment of the charges provided in the Resolution, registered Series 2020 D Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or his or her duly authorized attorney) in exchange for an equal aggregate principal amount of registered Series 2020 D Bonds of any other authorized denominations.

Neither the members of the Authority nor any person executing the Series 2020 D Bonds shall be personally liable on the Series 2020 D Bonds or be accountable by reason of the issuance thereof in accordance with the provisions of the Act.

The Series 2020 D Bonds shall not be deemed to constitute a debt or liability of the State of New Jersey or of any political subdivision thereof or a pledge of the faith and credit of the State of New Jersey or any such political subdivision. The Authority is obligated to pay the Series 2020 D Bonds and the interest thereon only from tolls, other revenues and proceeds of such Series 2020 D Bonds, and neither the State of New Jersey nor any political subdivision thereof is obligated to pay the Series 2020 D Bonds or the interest thereon, and neither the faith and credit nor the taxing power of the State of New Jersey or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Series 2020 D Bonds.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the Authority, is within every debt and other limit prescribed by the laws of the State of New Jersey.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by a Co-Trustee of the Co-Trustee's Certificate hereon.

IN WITNESS WHEREOF, the NEW JERSEY TURNPIKE AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chairman, and its corporate seal (or a facsimile thereof) to be hereunto impressed, imprinted, engraved or otherwise reproduced hereon and attested by its Assistant Secretary and its Treasurer, all as of the Dated Date specified above.

(SEAL)

NEW JERSEY TURNPIKE AUTHORITY

Chairman

ATTEST:

Assistant Secretary

Treasurer

[FORM OF CERTIFICATE OF AUTHENTICATION
ON ALL SERIES 2020 D BONDS]

CO-TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Resolution, and is one of the series of such Bonds designated "Turnpike Revenue Bonds, Series 2020 D".

**THE BANK OF NEW YORK MELLON,
as Co-Trustee**

By: _____
Authorized Signatory

Date of Authentication: _____, 2020

=====

(ASSIGNMENT PROVISION ON BACK OF SERIES 2020 D BONDS)
[ONLY EFFECTIVE WHEN NO "BOOK-ENTRY ONLY" REGISTRATION]

FOR VALUE RECEIVED _____ hereby sells, assigns
and transfers unto

*(Please insert Social Security or
Other Indemnifying Number of Assignee)*

(Please Print or Type Name and Address of Assignee)

the within Bond and hereby irrevocably appoints

,
as attorney, to transfer said Bond on the registration books of the Authority, with power of
substitution and revocation.

Dated: _____

NOTICE: The signature of this assignment must
correspond with the name as it appears on the face of
the within Bond in every particular.

Signature Guarantee:

EXHIBIT B

BONDHOLDER AGREEMENT

EXHIBIT C

ESCROW DEPOSIT AGREEMENT

EXHIBIT D

AMENDED AND RESTATED CONFIRMATION

APPENDIX 2
DRAFT BONDHOLDER AGREEMENT

BONDHOLDER AGREEMENT

By and Between

NEW JERSEY TURNPIKE AUTHORITY

and

[NAME OF PURCHASER]

Relating to

**New Jersey Turnpike Authority
Turnpike Revenue Bonds, Series 2020 _**

Dated _____, 2020

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EXHIBIT A COMPLIANCE WITH LAW DISCLOSURES

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BONDHOLDER AGREEMENT

This **BONDHOLDER AGREEMENT** (the “**Agreement**”) dated _____, 2020, by and between the **NEW JERSEY TURNPIKE AUTHORITY** (the “**Authority**”), a public body corporate and politic of the State of New Jersey created and existing under and by virtue of the New Jersey Turnpike Authority Act of 1948, constituting Chapter 454 of the Laws of New Jersey of 1948, as amended and supplemented (the “**Act**”), and **[NAME OF PURCHASER]**, a _____ organized under the laws of _____ (the “**Purchaser**”).

WITNESSETH:

WHEREAS, on the date hereof, the Authority is issuing \$150 aggregate principal amount of its Turnpike Revenue Bonds, Series 2020 D_ (the “**Series 2020 D Bonds**”), for the purpose of, together with other available moneys of the Authority, currently refunding and defeasing its outstanding Turnpike Revenue Bonds, Series _____ (the “**Refunded Bonds**”); and

WHEREAS, the Series 2020 D Bonds are being issued under and pursuant to the provisions of the Act and a resolution of the Authority adopted on August 20, 1991 and entitled, “Turnpike Revenue Bond Resolution”, as amended and restated on September 26, 1991, and as further amended and restated on November 22, 1991, as the same has been further amended, restated and supplemented from time to time, in accordance with its terms, including as supplemented by a resolution entitled “Series 2020 Turnpike Revenue Bond Resolution” adopted by the Authority on January 28, 2020, and a Certificate of Determination relating to the Series 2020 D Bonds executed by the Executive Director of the Authority dated the date hereof (the “**Certificate of Determination**”); and

WHEREAS, the Purchaser has agreed to purchase the Series 2020D Bonds from the Authority and, as a condition to such purchase, the Purchaser has required the Authority to enter into this Agreement and to agree to perform the covenants and obligations stated herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, and to induce the Purchaser to purchase the Series 2020 D Bonds, the Purchaser and the Authority agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“**Accountant**” means an independent certified public accountant or a firm of independent certified public accountants selected by the Authority.

“Affiliate” means, with respect to the Purchaser, any Person directly or indirectly controlling or controlled by or under common control with the Purchaser. For purposes of this definition, “control” (including “controlled by” and “under common control with”), when used with respect to the Purchaser, means the power to direct the management and policies of the Purchaser, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract or otherwise. Without limiting the foregoing, the definition of “Affiliate” of the Purchaser shall include any subsidiary of the Purchaser.

“Agreement” means this Bondholder Agreement, including such amendments, modifications or supplements permitted pursuant to the terms hereof.

“Amortization End Date” means the first to occur of (i) the second anniversary date of the commencement of the Amortization Period, (ii) the Maturity Date or any other date of payment in full of the Series 2020 D Bonds, and (iii) the occurrence of an Event of Default under the Resolution and the acceleration of the Series 2020 D Bonds as a result thereof.

“Amortization Period” means, in the event all or any portion of the Series 2020 D Bonds are not purchased or remarketed on any Mandatory Purchase Date occurring while the Series 2020 D Bonds are bearing interest at the Direct Purchase Rate, the period commencing on such Mandatory Purchase Date and ending on the Amortization End Date.

“Annual Budget” has the meaning assigned to such term in the General Bond Resolution.

“Applicable Law(s)” means, collectively, the Constitutions of the United States and the State of New Jersey, all applicable common law and principles of equity and all international, foreign, federal, state and local laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all administrative orders, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the Authority or (b) any assets, property, operations or facilities (including the Turnpike System) of the Authority or (c) the Transactions.

“Authority” means the New Jersey Turnpike Authority, a public body corporate and politic of the State created and existing under and by virtue of the Act, and its successors and assigns.

“Authority Bond Rating” means the long-term rating assigned by any of the Rating Agencies to Bonds issued and outstanding under the Resolution, without regard to any third-party credit or liquidity enhancement for such Bonds.

“Authorized Denominations” has the meaning assigned to such term in the General Bond Resolution.

“Authorized Authority Representative” means the Chairman or the Executive Director of the Authority and any other officer or employee of the Authority authorized to perform the specific acts or duties to be performed by resolution duly adopted by the Authority and of whom another Authorized Authority Representative gives written notice to the Purchaser; provided, however, that in each case for which a certification or other statement of fact or condition is required to be submitted by an Authorized Authority Representative pursuant to the terms of this Agreement, such certificate or statement shall be executed only by an Authorized Authority Representative in a position to know or to obtain knowledge of the facts or conditions that are the subject of such certificate or statement. Any document or certificate hereunder that is executed by an Authorized Authority Representative shall be deemed to have been authorized by all necessary action by the Authority.

“Beneficial Owner” means the Person in whose name a Series 2020 D Bond is recorded as beneficial owner of such Series 2020 D Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository, Participant or Indirect Participant, as the case may be, or such Person’s subrogee.

“Bond Counsel” means a firm of attorneys of nationally-recognized standing in matters pertaining to the validity of and tax-exempt nature of interest on bonds and other debt instruments issued by states and their political subdivisions designated by the Authority.

“Bonds” means “Bonds,” as such term is defined in, and as issued, authenticated and delivered and Outstanding under and pursuant to, the General Bond Resolution.

“Business Day” means any day other than (i) a Saturday, Sunday or legal holiday in the State or the City of New York, New York, (ii) a day on which banks located in the City of New York, New York or the cities in which the principal offices of the Trustee or the Purchaser are located, or are required or authorized by law or executive order to close, (iii) a day on which the Securities Depository for the Series 2020 D Bonds is closed, or (iv) a day on which the New York Stock Exchange is closed.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Certificate of Determination” has the meaning set forth in the recitals hereto.

“Closing Date” means _____, 2020, or such later date on which this Agreement is fully executed and delivered.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor provision or provisions thereto or any successor Federal tax code, and any regulations (including temporary and proposed regulations relating to the matters governed by this Agreement) thereunder or under any such provision or successor Federal tax code.

“Contract” means any indenture, contract, mortgage, deed of trust, guaranty, note or agreement (other than this Agreement), other contractual restriction, lease, instrument, certificate of incorporation, charter or by-law.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state.

“Debt” means with respect to any Person, all items that would be classified as a liability in accordance with GAAP, including, without limitation, (a) indebtedness or liability for borrowed money including amounts drawn under a letter of credit or other credit facility, or amounts advanced under a commercial paper program, or for the deferred purchase price of property or services (including trade obligations); (b) all Capital Lease Obligations of such Person; (c) current liabilities in respect of unfunded benefits under employee benefit, retirement or pension plans; (d) obligations issued for the account of any other Person; (e) all obligations arising under acceptance facilities; (f) all Guarantees and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor against loss; (g) obligations secured by full faith and credit or by any mortgage, lien, pledge, security interest or other charge or encumbrance on property, whether or not the obligations have been assumed; (h) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility; (i) obligations of such Person under Hedge Agreements; and (j) all amounts required to be paid by such Person as a guaranteed payment to partners or members or as a preferred or special dividend, including any mandatory redemption of shares or interests; and, in each case, whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

“Debt Service” has the meaning assigned to such term in the General Bond Resolution.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws and regulations of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means the occurrence of any event or the existence of any condition which constitutes an Event of Default or the occurrence of any event or the existence of any condition which with the giving of notice, the passage of time, or both, would constitute an Event of Default.

“Default Rate” means twelve percent (12.0%) per annum.

“Determination of Taxability” means a determination that the interest payable on the Series 2020 D Bonds does not qualify as interest which is excludable from gross income of the recipient thereof for federal income tax purposes under Section 103 of the Code (**“Exempt Interest”**) for any reason, which determination shall be deemed to have been made upon the first to occur of any of the following:

(a) the date on which (i) the Internal Revenue issues a proposed or final determination of taxability, a notice of deficiency to the Purchaser or any other

determination or decision, in each case, to the effect that the interest payable on the Series 2020 D Bonds or any portion thereof does not qualify as Exempt Interest, or (ii) a court of competent jurisdiction has rendered any final ruling or decision to the effect that the interest payable on the Series 2020 D Bonds or any portion thereof does not qualify as Exempt Interest;

(b) the date when the Authority files any statement, supplemental statement, or other tax schedule, return or document, which is in any respect inconsistent with interest payable on the Series 2020 D Bonds or any portion thereof continuing to qualify as Exempt Interest;

(c) the date of any sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), if prior to such action the Authority and the Purchaser have not received an unqualified opinion of Bond Counsel to the effect that such action will not cause interest on the Series 2020 D Bonds to become includable in the gross income of the recipient for federal income tax purposes; or

(d) (i) the date that circumstances relating to the Authority or the Turnpike System or any portion thereof have occurred or changed, or any federal tax law or regulation, or any public or private final ruling, technical advice memorandum or any other written communication by the Internal Revenue Service is adopted or issued, or any final ruling or decision of a court of competent jurisdiction is rendered or any other set of circumstances has occurred, in any such case, which may adversely affect the excludability of the Exempt Interest from the gross income of the recipient for federal income tax purposes; and thereafter (ii) the Purchaser delivers written notification to the Authority requesting that an updated approving tax-exempt opinion of Bond Counsel relating to the Series 2020 D Bonds in form and substance reasonably acceptable to the Purchaser in its sole discretion (the **“Approving Opinion”**), be delivered to the Purchaser, the Authority and the Trustee within 45 days after receipt of the request; and (iii) within 45 days after such notice has been received by the Authority, either (A) the Purchaser, the Authority and the Trustee have received written communication from Bond Counsel to the effect that, based upon an analysis of the facts and applicable law, it is unable to render an updated an Approving Opinion, or (B) Bond Counsel has not delivered an Approving Opinion.

“Direct Purchase Rate” means the per annum interest rate on the Series 2020 D Bonds established on each Rate Determination Date equal to _____ percent (____%) multiplied by the sum of LIBOR plus the Margin, as such rate of interest is determined by the Trustee pursuant to Section 204 of the Certificate of Determination.

“Environmental Claim” shall mean any and all administrative, regulatory or judicial investigations, proceedings, actions, suits, demand letters, claims, liens, notices of noncompliance or violation, relating in any way to any Environmental Law (“claims”) or any permit issued under any such Environmental Law, including without limitation (a) any and all claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial, or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief

resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

“Environmental Law(s)” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to air, water or land pollution, wetlands or the protection of the environment or to emissions, discharges or releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Authority directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, presence, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute.

“Event of Default” for purposes of this Agreement, shall have the meaning assigned to such term in Article VII, and in relation to any Related Document, shall have the meaning set forth therein.

“Event of Insolvency” means, with respect to the Authority, the occurrence of one or more of the following events:

(a) the issuance, under the laws of the State or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of the Authority;

(b) the commencement by or against the Authority of a case or other proceeding seeking liquidation, reorganization or other relief with respect to the Authority or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for the Authority or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;

(c) the making of an assignment for the benefit of creditors by the Authority;

- (d) the failure of the Authority to generally pay its debts as they become due;
 - (e) a debt moratorium, debt adjustment, debt restructuring or comparable restriction with respect to the payment of any Debt of the Authority is declared or imposed by the Authority or by any Governmental Authority having jurisdiction over the Authority;
 - (f) the Authority shall admit in writing its inability to pay its debts when due;
- or
- (g) the initiation of any actions to authorize or consent to any of the foregoing by or on behalf of the Authority.

“Exposure” means, for any date with respect to the Authority and any Hedge Agreement, the amount of any Settlement Amount that would be payable by the Authority if such Hedge Agreement were terminated as of such date. Exposure shall be determined in accordance with the methodology for calculating amounts due upon early termination as set forth in the related Hedge Agreement and taking into account the notional principal amount, term and other relevant provisions thereof.

“Extraordinary Mandatory Purchase Event” has the meaning assigned to such term in Section 102 of the Certificate of Determination.

“Fiscal Year” means the fiscal year of the Authority ending on December 31st of each calendar year.

“Fitch” means Fitch, Inc., or any successor thereto.

“GAAP” means accounting principles generally accepted and consistently applied to governmental entities in the United States, as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants, the Financial Accounting Standards Board and the Governmental Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

“General Bond Resolution” means the resolution of the Authority adopted on August 20, 1991 and entitled, “Turnpike Revenue Bond Resolution”, as amended and restated on September 26, 1991, and as further amended and restated on November 22, 1991, as the same has been and may hereafter be further amended, restated and supplemented from time to time pursuant to its terms and the terms hereof.

“Governmental Approvals” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive,

legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, contaminants, chemicals, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Agreement” means any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, total return swap, credit default swap or any other similar transaction (including any option with respect to any of these transactions) and any other agreement or option involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Interest Payment Date” means _____, 2020 and, thereafter, the first Thursday of each calendar month or, if such day is not a Business Day, the next succeeding Business Day.

“Interest Rate” means and shall be equal to (a) the Direct Purchase Rate, (b) during the Amortization Period, the Step Coupon Rate, (c) from and after the occurrence of a Determination of Taxability, the Taxable Rate, and (d) from and after the occurrence and during the continuance of an Event of Default, the Default Rate; provided that, if at any time more than one of the foregoing specified interest rates and margin would by their terms apply, “Interest Rate” shall mean and be equal to the highest such rate (determined on the basis of such rate plus and including any applicable margin).

Or

“Interest Rate” means and shall be equal to (a) _____ % per annum calculated on the basis of a 360 day year comprised of twelve (12) thirty (30) day months, (b) during the Amortization Period, the Step Coupon Rate, and (c) from and after the occurrence and during the continuance of an Event of Default, the Default Rate; provided that, if at any time more than one of the foregoing specified interest rates would by their terms apply, “Interest Rate” shall mean and be equal to the highest such rate.

“Issue Date” means the date on which the Series 2020 D Bonds are delivered to the Purchaser upon original issuance, which is the date of this Agreement.

“LIBOR” means the rate per annum determined on the basis of the rate of deposits in United States Dollars offered for a term of one month, which rate appears on the display designated on the Reuters LIBOR01 Page (or such other page as may replace the Reuters LIBOR01 Page or such other service or services as may be nominated by the British Bankers Association for the purpose of displaying London Interbank offered rates in United States dollar deposits), determined at approximately 11:00 a.m., London time, on the Rate Determination Date, or if such rate is not available, another rate determined by the Trustee of which the Authority has received written notice.

“Lien” on or with respect to any asset means any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Mandatory Prepayment Date” means the date fixed by written notice from the Purchaser to the Authority and the Trustee in accordance with Section 2.03, which shall be a Business Day not less than ninety (90) days following the occurrence of an Extraordinary Mandatory Purchase Event.

“Mandatory Purchase Date” means, the first to occur of (a) a Mode Change Date, (b) the Mandatory Tender Date, and (c) a Mandatory Prepayment Date.

“Mandatory Tender Date” shall mean _____, _____, or such later date or dates as shall be mutually agreed upon by the Authority and the Purchaser from time to time in accordance with Section 9.17.

“Margin” an amount equal to _____ basis points (_____%); provided, however, that upon the increase or reduction, respectively, of any Authority Bond Rating to the level set forth in the following table, the Margin shall be decreased or increased, as the case may be, by the number of basis points under the column labeled “Basis Point Change:”

Moody's	S&P	Fitch	Basis Point Change
A2 or higher	A or higher	A or higher	-10 bps
A3	A-	A-	0 bps
Baa1	BBB+	BBB+	+10 bps
Baa2 or lower	BBB or lower	BBB or lower	+20 bps

In the event that the Rating Agencies do not assign equivalent Authority Bond Ratings, the lowest Authority Bond Rating assigned shall be used for purposes of determining the Margin in accordance with this definition. If the rating system of any Rating Agency, as applicable, shall change, the Authority and the Purchaser shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from any such Rating Agency and, pending the effectiveness of any such amendment, the Margin shall be determined by reference to the Authority Bond Ratings most recently in effect prior to such change or cessation; provided, however, that the provisions of this definition shall be without prejudice to clause (iv) of the definition of the term “Extraordinary Mandatory Purchase Event” set forth in Section 102 of the Certificate of Determination.

“**Margin Stock**” has the meaning assigned to that term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

“**Material Adverse Change**” means the occurrence of any event or change which results in a material and adverse change in the business, condition (financial or otherwise), operations or prospects of the Authority since the last day of the period reported in the audited annual financial statements of the Authority dated as of December 31, 2015, or which materially and adversely affects (a) the enforceability of this Agreement or any of the other Related Documents, (b) the ability of the Authority to perform its obligations hereunder or thereunder or (c) the rights of, or benefits or remedies available to, the Purchaser under the General Bond Resolution, the Series 2020 Resolution, this Agreement or any other Related Document.

“**Material Adverse Effect**” means (a) a materially adverse effect upon the Authority’s business, assets, liabilities, condition (financial or otherwise), results of operations or business prospects, (b) with respect to this Agreement or any of the other Related Documents or any of the Authority’s obligations arising under this Agreement or any of the other Related Documents, an adverse effect upon the binding nature, validity or enforceability of such agreement or obligation, (c) an adverse effect on the exclusion of the interest paid or to be paid on the Series 2020 D Bonds from gross income for purposes of federal income taxation or the exemption of such interest from State personal income taxes, or (d) a materially adverse effect (i) on the authority or ability of the Authority to perform any of its obligations under any Related Document or the ability of the Authority to complete the Transactions or (ii) on the rights or remedies of the Purchaser hereunder or under the other Related Documents or on the pledge of the Pledged Revenues under the General Bond Resolution or on the priority of the Liens created thereby.

“**Material Litigation**” has the meaning assigned in Section 4.07.

“Matters Contested in Good Faith” means the imposition of charges, assessments, taxes or other payments, the application of any Applicable Laws or policies, or any other matters (a) then being contested in good faith by appropriate proceedings diligently and continuously pursued, (b) of which the Purchaser has been notified in writing and is being kept informed in such detail as the Purchaser may from time to time reasonably request, (c) the enforcement of which is effectively stayed during the period of the contest, and (d) with respect to which either (i) adequate reserves in the nature of a cash deposit or pledge of bonds or other securities, or a payment bond of a corporate surety in the face amount equal to the total amount in controversy, reasonably satisfactory to the Purchaser, have been furnished or (ii) adequate provision therefor, reasonably satisfactory to the Purchaser, has been reserved on the financial statements of the Authority.

“Maturity Date” means January 1, 202_.

“Maximum Interest Rate” means (a) with respect to the Series 2020 D Bonds, the lesser of (i) 12.0% per annum and (ii) the Maximum Lawful Rate and (b) with respect to all other obligations of the Authority hereunder, the Maximum Lawful Rate.

“Maximum Lawful Rate” means the respective maximum, non-usurious, lawful rate of interest that may be contracted for, charged or received in connection with the Required Payments under this Agreement, under Applicable Law presently in effect or, to the extent permitted by law, under Applicable Law that may hereafter be in effect and that allows a higher maximum and non-usurious rate of interest than Applicable Law now allows.

“Mode” has the meaning assigned to such term in the Certificate of Determination.

“Mode Change Date” has the meaning assigned to such term in the Certificate of Determination.

“Moody’s” means Moody’s Investors Service, Inc., or any successor thereto.

“Obligor Rating” shall mean any rating by a Rating Agency on any Bonds that is not guaranteed by any other Person or subject to any third-party credit enhancement.

“Operating Expenses” has the meaning assigned to such term in the General Bond Resolution.

“Optional Prepayment” means (a) any optional redemption of all or any portion of the Series 2020 D Bonds under Section 302 of the Certificate of Determination or (b) any purchase of all or any portion of the Series 2020 D Bonds on a Mode Change Date.

“Outstanding” has the meaning assigned to such term in the General Bond Resolution.

“Owner” has the meaning assigned to such term in the General Bond Resolution, and, when used with respect to the Series 2020 D Bonds, means any Owner or Beneficial Owner of the Series 2020 D Bonds.

“Owners”, when used with respect to the Series 2020 D Bonds, means, collectively, the Owners or Beneficial Owners of the Series 2020 D Bonds.

“Parity Debt” means (i) all Bonds, (ii) the Authority’s reimbursement obligations with respect to any Credit Facility (as such term is defined in the Resolution) supporting the Bonds, and (iii) if authorized by a Series Resolution (as such term is defined in the Resolution), the Authority’s payment obligations to any Qualified Swap Provider (as such term is defined in the General Bond Resolution) under a Qualified Swap Agreement (as such term is defined in the General Bond Resolution) where payments from the Qualified Swap Provider have been pledged under the Resolution as part of the Pledged Revenues.

“Pension Plan” means any “employee pension benefit plan” which is maintained by the Authority or to which the Authority contributes or has an obligation to contribute, or has made contributions at any time during the immediately preceding six (6) plan years.

“Permitted Liens” means Liens permitted to be incurred with respect to the Authority and the Turnpike System under the General Bond Resolution.

“Person” means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

“Pledged Revenues” means the Turnpike Revenues, the Revenue Fund and the other revenues, receipts, funds and income included in the definition of “Pledged Revenues” in the General Bond Resolution.

“PP&E” means all real and personal property of the Authority that is “property, plant and equipment” under GAAP.

“Prepayment Price” means in connection with any Optional Prepayment of the Series 2020 D Bonds under the Certificate of Determination, 100% of the principal amount of the Series 2020 D Bonds redeemed or purchased, together with all accrued and unpaid interest thereon.

“Property” means all real, mixed and personal property of the Authority, tangible and intangible, wherever located, in which the Authority shall have any right, title or interest, including (without limitation) the Turnpike System, all PP&E, all Pledged Revenues and other income, receipts, accounts and cash and investment property, and any such property constructed, acquired or leased from time to time by the Authority after the Closing Date.

“Purchase Price” means (a) in the case of any purchase of the Series 2020 D Bonds which constitutes an Optional Prepayment, the Prepayment Price, and (b) otherwise means the aggregate principal amount of, plus all accrued interest on, all Outstanding Series 2020 D Bonds.

“Purchaser” means, while the Series 2020 D Bonds bear interest at the Direct Purchase Rate, the Owner of the Series 2020 D Bonds, provided that there is only one Owner of all of the Series 2020 D Bonds and provided further that the Series 2020 D Bonds are not then held under the Book-Entry System. If there is more than one Owner of the Series 2020 D Bonds, “Purchaser” means Owners owning a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding. If the Series 2020 D Bonds are then held under the Book-Entry System, “Purchaser” means the Beneficial Owner of the Series 2020 D Bonds, provided that there is only one Beneficial Owner of all of the Series 2020 D Bonds. If there is more than one Beneficial

Owner of the Series 2020 D Bonds, “Purchaser” means Beneficial Owners who are the beneficial owners of a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding. The initial Purchaser is _____; and upon receipt by the Authority and the Trustee of a notice described in Section 9.09(a), the “Purchaser” shall mean the Person identified in such notice as the Purchaser.

“**Rate Determination Date**” has the meaning assigned to such term in the Certificate of Determination.

“**Rating Agency**” means S&P, Moody’s, Fitch or any successor or additional rating agency that rates any Parity Debt at the written request of the Authority.

“**Redemption Price**” has the meaning assigned to such term in the Certificate of Determination.

“**Refunded Bonds**” has the meaning set forth in the recitals hereto.

“**Related Documents**” means, collectively, this Agreement, the General Bond Resolution, the Series 2020 Resolution, the Certificate of Determination and the Series 2020 D Bonds and any exhibits, instruments or agreements relating thereto, as the same may be amended from time to time in accordance with their respective terms and the terms hereof.

“**Required Payments**” means all present and future debts, obligations and liabilities of the Authority to the Purchaser and any other Owners or Beneficial Owners arising pursuant to, or on account of, the provisions of this Agreement, the Series 2020 D Bonds or any of the other Related Documents to which the Authority is a party (or to the Trustee, for the benefit of any of the foregoing Persons), including the obligations: (a) to pay all principal, interest, late charges, Prepayment Price, Redemption Price and Purchase Price (in each case, as applicable) and other amounts due at any time under the Series 2020 D Bonds in accordance with the provisions of the Series 2020 Resolution and Article II of this Agreement and to make all other payments required under the General Bond Resolution, the Series 2020 Resolution and this Agreement; (b) to pay all other amounts, charges, costs, fees (including reasonable attorneys’ fees as set forth), expenses, reimbursement payments, fees and other amounts due and payable by the Authority at any time under any of the Related Documents whether in the form of a direct or reimbursement payment obligation, and including all payment obligations of the Authority to the Purchaser, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Authority of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, together with interest thereon as provided in the applicable Related Document; and (c) to perform, observe and comply with all of the terms, covenants and conditions, expressed or implied, which the Authority is required to perform, observe or comply with pursuant to the terms of any of the other Related Documents to which the Authority is a party.

“**Resolution**” means the General Bond Resolution as supplemented by the Series 2020 Resolution.

“**Revenue Fund**” has the meaning assigned to such term in the General Bond Resolution.

“**S&P**” means Standard and Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

“**Securities Depository**” has the meaning assigned to such term in the Certificate of Determination.

“**Series 2020 D Bonds**” has the meaning set forth in the recitals hereto.

“**Series 2020 Resolution**” means the resolution entitled “Series 2020 Turnpike Revenue Bond Resolution” adopted by the Authority on January 28, 2020, as supplemented by the Certificate of Determination.

“**Settlement Amount**” means, with respect to the Authority and any Hedge Agreement, any amount payable by the Authority under the terms of such Hedge Agreement in respect of, or intended to compensate the other party for, the value of such Hedge Agreement upon early termination thereof.

“**Solvent**” means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of Debts and liabilities, including contingent, subordinated, unmatured and unliquidated Debts and liabilities, of such Person; (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its Debts and liabilities as they become absolute and matured; (c) such Person does not intend to, and does not believe that it will, incur Debts or liabilities beyond such Person’s ability to pay as such Debts and liabilities mature; and (d) such Person is not engaged in a business or transaction, and is not about to engage in a business or transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent Debts or liabilities (such as litigation and State Pension System liabilities) at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, represents the amount that can be reasonably be expected to become an actual or matured liability.

“**State**” means the State of New Jersey.

“**State Pension System**” means the Public Employees Retirement System, an actuarially funded pension system operated by the State, and any successor pension system or plan thereto.

“**Step Coupon Rate**” means seven and one-half percent (7.50%) per annum.

“**Subordinated Indebtedness**” has the meaning assigned to such term in the General Bond Resolution.

“**Taxable Date**” means the date as of which interest on the Series 2020 D Bonds is first includable in the gross income of the Owner (including, without limitation, any previous Owner) thereof as determined pursuant to a Determination of Taxability.

“**Taxable Rate**” means, from and after the occurrence of a Determination of Taxability and as of any date of calculation, a per annum rate of interest equal to the product of the Direct

Purchase Rate which otherwise would have been in effect for the Series 2020 D Bonds multiplied by 1.54.

“Taxable Period” has the meaning assigned in Section 2.08.

“To the best knowledge of” (or any similar knowledge qualifier) means, when modifying a representation, warranty or other statement of any Person, that the fact or situation described therein is known by the Person (or, in the case of a Person other than a natural Person, known by an authorized representative of such Person) making the representation, warranty or other statement, or with the exercise of reasonable due diligence under the circumstances (in accordance with the standard of what a reasonably prudent Person in similar circumstances would have done) would have been known by the Person (or, in the case of a Person other than a natural Person, by such Person’s authorized representative).

“Transactions” means the issuance of the Series 2020 D Bonds, the execution and delivery by the Authority of this Agreement and the other Related Documents, the performance by the Authority of its obligations (including payment obligations) hereunder and thereunder, the purchase by the Purchaser of the Series 2020 D Bonds and the use by the Authority of the proceeds of the Series 2020 D Bonds.

“Trustee” means The Bank of New York Mellon or its permitted successor as Co-Trustee under the General Bond Resolution.

“Turnpike Revenues” has the meaning assigned to such term in the General Bond Resolution.

“Turnpike System” has the meaning assigned to such term in the General Bond Resolution.

“Verification Report” means, with respect to the deemed payment of the Series 2020 D Bonds pursuant to Section 1201 of the General Bond Resolution, a report of an Accountant verifying that the Federal Securities (as defined in the General Bond Resolution) and cash, if any, deposited in connection with such deemed payment satisfy the requirements of Section 1201 of the General Bond Resolution.

“Written” or **“in writing”** means any form of written communication, a communication by means of facsimile device and as described in Section 9.04.

Section 1.02. Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the General Bond Resolution, the Series 2020 Resolution, the Certificate of Determination and the Series 2020 D Bonds, as applicable, unless the context requires otherwise.

Section 1.03. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with GAAP, and except as otherwise expressly provided herein all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with GAAP.

Section 1.04. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.05. New York City Time Presumption. All references herein to times of the day shall be presumed to refer to New York City time unless otherwise specified.

Section 1.06. Relation to Other Documents. Nothing in this Agreement shall be deemed to amend, or relieve the Authority of any of its obligations under, any Related Document. To the extent that the Authority undertakes in any provision of this Agreement representations, covenants or obligations which conflict with, or are more exacting than, a provision of any other Related Document to which the Authority is a party, such provisions of this Agreement shall control for all purposes of this Agreement.

Section 1.07. Interpretation. All words used herein shall be construed to be of such gender as the circumstances require. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular includes the plural and the part includes the whole. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless otherwise specified (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in such document or herein), (b) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not be limited to any particular provision of this Agreement, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and, when used in connection with any Person, to refer to all rights, title and interests of such Person in and to any and all property whether real, personal or mixed, or tangible or intangible, and wherever situated, including cash, securities, investment property, accounts, land, buildings, general intangibles, chattel, intellectual property, contract rights and other property and assets.

ARTICLE II

PAYMENT AND REIMBURSEMENT OBLIGATIONS

The Authority hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment and reimbursement obligations owed to the Purchaser under the Series 2020 D Bonds and this Agreement and each of the other Related Documents and to pay any other Required Payments owing to the Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Document and under such Required Payments.

Section 2.01. Payment of Series 2020 D Bonds and Other Required Payments. The Authority shall pay the principal, Prepayment Price, Redemption Price and Purchase Price of, and interest on, the Series 2020 D Bonds, when due, at the times, in the manner and on the terms and conditions set forth in the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination) and the Series 2020 D Bonds. The Authority shall pay all other Required Payments as and when required hereunder and under the other Related Documents and, if not previously paid, shall pay all Required Payments due and owing on the first to occur of any Mandatory Purchase Date or Amortization End Date.

Section 2.02. Interest Rate. The Outstanding principal amount of the Series 2020 D Bonds shall bear interest at the Interest Rate from time to time in effect pursuant to the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination) and the Series 2020 D Bonds. Upon the occurrence and during the continuance of an Event of Default, any amount becoming due and payable and, if any principal of or interest on the Series 2020 D Bonds or any fee or other amount payable by the Authority hereunder or under the Series 2020 D Bonds or any other Related Document is not paid when due, whether at stated maturity, upon required prepayment, acceleration or otherwise, such overdue amount, shall bear interest, after as well as before judgment, at a rate per annum equal to the Default Rate from time to time in effect. Interest that is unpaid when due shall be payable on demand.

Section 2.03. Extraordinary Prepayment.

(a) The Authority covenants and agrees to inform the Trustee and the Purchaser in writing within five (5) Business Days after the day upon which the Authority is notified of, or otherwise obtains knowledge of, an Extraordinary Mandatory Purchase Event.

(b) The deemed date of occurrence of an Extraordinary Mandatory Purchase Event shall be the earliest of the date any of the Authority or the Purchaser learns of the occurrence of such event.

(c) Upon the occurrence of an Extraordinary Mandatory Purchase Event, (i) the Purchaser agrees to provide written notice to the Authority and the Trustee specifying the Mandatory Prepayment Date, which shall be a Business Day not less than ninety (90) days following the deemed date of occurrence of the Extraordinary Mandatory Purchase Event, and (ii) the Purchase Price of the Series 2020 D Bonds and all other amounts due and owing under the Series 2020 D Bonds and hereunder and all amounts due and owing under any of the other Related Documents shall automatically become due and payable on the Mandatory Prepayment Date in accordance with the provisions of the Certificate of Determination, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority; provided that, notwithstanding the foregoing, the provisions of Section 408(g) of the Certificate of Determination shall apply and provide for the payment of the Redemption Price of the Series 2020 D Bonds on the terms stated therein.

Section 2.04. Optional Prepayment. In connection with any Optional Prepayment of all or any portion of the Series 2020 D Bonds, the Authority shall pay to the Purchaser the Prepayment Price in accordance with the provisions of the relevant Certificate of Determination.

Section 2.05. Payments Generally.

(a) All payments of the principal, Prepayment Price, Redemption Price and Purchase Price of, and interest on, the Series 2020 D Bonds shall be made by the Authority at the times, in the manner and on the terms and conditions set forth in the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination) and the Series 2020 D Bonds. All payments to be made by or on behalf of the Authority to the Purchaser under the other Related Documents and this Agreement shall be fully earned when due and nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. All Required Payments payable to the Purchaser hereunder, unless otherwise directed by the Purchaser in writing, shall be paid by wire transfer to the Purchaser's account at _____ (or to such other account of the Purchaser as the Purchaser may specify by written notice to the Authority or the Trustee) not later than 3:30 p.m. New York, New York time, on the date payment is due. Any payment received by the Purchaser after 3:30 p.m., New York, New York time, shall be deemed to have been received by the Purchaser on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder.

(b) If at any time insufficient funds are received by and available to the Purchaser to pay fully all amounts of principal, interest and fees then due under the Series 2020 D Bonds or hereunder, such funds shall be applied first, to payment of that portion of the Required Payments constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Purchaser and amounts payable under Section 2.06) payable to the Purchaser, second, to payment of that portion of the Required Payments constituting accrued and unpaid interest on the Series 2020 D Bonds or other amount unpaid hereunder (and, in any such case, first to past due interest and second to current interest), and third, to payment of that portion of the Required Payments constituting unpaid principal of the Series 2020 D Bonds.

Section 2.06. Costs and Expenses.

The Authority agrees to pay on demand all costs and expenses incurred by the Purchaser and its Counsel in connection with the preparation, negotiation, execution and delivery of this Agreement, the Related Documents and any other documents and certificates which may be delivered in connection with this Agreement and the other Related Documents on the Closing Date, including, without limitation, the fees, expenses and disbursements of Counsel for the Purchaser, which shall not exceed \$_____ due and payable on the Closing Date. In addition, the Authority shall pay or cause to be paid on demand, upon not less than ten (10) days prior written notice to the Authority, the necessary and reasonable out-of-pocket expenses and disbursements of the Purchaser and the necessary and reasonable fees, expenses and disbursements of Counsel to the Purchaser in connection with (a) the administration of this Agreement including any waiver or consent under this Agreement or any Related Document or other document or certificate delivered in connection with the Transactions or any amendment or requested amendment

hereof or thereof (whether or not the transactions contemplated thereby shall be consummated) or any Default or alleged Default hereunder, (b) the preparation, execution, delivery, administration and enforcement or preservation of rights in connection with a workout, refinancing, restructuring or waiver with respect to this Agreement, or any of the Related Documents and (c) the occurrence of an Event of Default and collection and other enforcement proceedings resulting therefrom.

Section 2.07. Cure. The Authority agrees to pay to the Purchaser on demand, any amounts advanced by or on behalf of the Purchaser, to the extent required to cure any Default or Event of Default under this Agreement or any Related Document. The Purchaser shall give the Authority reasonably prompt notice of any such advances. The Purchaser shall have the right, but not the obligation, to cure any such Default or Event of Default.

Section 2.08. Tax Gross-Up. In the event a Determination of Taxability occurs, in addition to the amounts required to be paid pursuant to the Related Documents, the Authority hereby agrees to pay to the Purchaser and any other Owner, as applicable, on demand therefor (A) an amount equal to the difference between (1) the amount of interest paid to the Purchaser and such other Owner on the Series 2020 D Bonds during the period (the “**Taxable Period**”) in which interest on the Series 2020 D Bonds is includable in the gross income of the Purchaser or such other Owner beginning on the Taxable Date and (2) the amount of interest that would have been paid to the Purchaser and such other Owner during such Taxable Period had the Series 2020 D Bonds borne the Taxable Rate, and (B) an amount equal to any interest, penalties or charges owed by the Purchaser and such other Owner as a result of interest on the Series 2020 D Bonds becoming includable in the gross income of the Purchaser or such other Owner, together with any and all attorneys’ fees, court costs, or other out of pocket costs incurred by the Purchaser or such other Owner in connection therewith. The obligations of the Authority under this Section 2.08 shall survive the termination of this Agreement and the redemption or other payment in full of the Series 2020 D Bonds.

Section 2.09. Required Payments. The obligations of the Authority to pay the fees, expenses and other Required Payments payable by the Authority under this Agreement, other than the principal, Prepayment Price, Redemption Price or Purchase Price of, and interest on, the Series 2020 D Bonds, are payable from the General Reserve Fund as defined in the General Bond Resolution and shall be (i) limited in all respects to the amounts on deposit in the General Reserve Fund created and established under the General Bond Resolution from time to time available to be used by the Authority to make such payments, and (ii) special and limited obligations of the Authority which are subject and subordinate and junior in all respects to the lien and pledge created by the General Bond Resolution to secure the payment of the Bonds, including the Series 2020 D Bonds, and the other Parity Debt.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Documentary and Related Closing Conditions. As conditions precedent to the purchase of the Series 2020 D Bonds by the Purchaser, the Purchaser shall have received the following items on or before the Closing Date, each in form and substance satisfactory to the

Purchaser and its counsel and the Authority shall satisfy the Purchaser that the following conditions have been fulfilled:

(a) *Issuance of Series 2020 D Bonds.* All conditions to the issuance of the Series 2020 D Bonds shall have been satisfied and the Authority shall have duly executed, issued and delivered the Series 2020 D Bonds, in form and substance satisfactory to the Purchaser, to the Trustee and the Trustee shall have duly authenticated the Series 2020 D Bonds in the principal amount of \$_____ and delivered the Series 2020 D Bonds to the Purchaser through the Securities Depository.

(b) *Agreement and Related Documents.* The Authority shall have duly authorized the execution, delivery and performance of, and shall have duly executed and delivered, the Certificate of Determination and this Agreement, and each of the Certificate of Determination, this Agreement and the General Bond Resolution (as supplemented by the Series 2020 Resolution), is in full force and effect, and each of the other Related Documents shall have been duly authorized, executed and delivered by the respective parties thereto. The Purchaser shall have received (i) an executed counterpart of this Agreement duly executed by the Authority and (ii) executed originals (or, when the Purchaser is not a party thereto, copies thereof) of the other Related Documents (other than the Series 2020 D Bonds) and of each other agreement, document, instrument or certificate required to be delivered by any Person pursuant to the Related Documents; and each of the foregoing shall be in form and substance satisfactory to the Purchaser, shall have been duly authorized, executed and delivered by each of the respective parties thereto, shall not have been modified, amended or rescinded, and shall be in full force and effect on and as of the Closing Date (and certified as of the Closing Date by the Authority if executed and delivered prior to the Closing Date).

(c) *Incumbency of Authority.* The Purchaser shall have received (i) an incumbency certificate of the Assistant Secretary of the Authority certifying as to the name and true signature of the Authorized Authority Representative(s) authorized to execute this Agreement, the other Related Documents and any other document or certificate to be delivered by the Authority hereunder or under the other Related Documents and (ii) a certified copy of the By-Laws of the Authority.

(d) *Resolutions.* (i) The Authority shall have duly adopted the General Bond Resolution and the Series 2020 Resolution authorizing the issuance and delivery of the Series 2020 D Bonds and the execution, delivery and performance by the Authority of this Agreement and each of the other Related Documents to which the Authority is a party and approving each such Related Document and the transactions contemplated hereby and thereby and (ii) the Purchaser shall have received a certificate of the Authority, in form and substance satisfactory to the Purchaser, executed by the Authorized Authority Representative and dated the Closing Date, (A) to the effect that all actions required to be taken by, and all resolutions required to be adopted under Applicable Law by the Authority in connection with the execution, delivery and performance of and under the Related Documents have been done and adopted and (B) attaching copies of the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) certified by an Authorized Authority Representative as (x) being in full force and effect on

the Closing Date, (y) not having been amended or supplemented through the Closing Date, and (z) being the only resolution adopted by the Authority relating to the issuance of the Series 2020 D Bonds and the execution, delivery and performance by the Authority of this Agreement and each of the other Related Documents to which the Authority is a party or the transactions contemplated hereby and thereby.

(e) *Opinions.* The Purchaser shall have received:

(i) the opinion of bond counsel to the Authority, in customary form, to the effect that (A) the Series 2020 D Bonds have been duly authorized and validly issued, (B) the General Bond Resolution creates the valid pledge that it purports to create of the proceeds of the sale of the Bonds, the Pledged Revenues and the amounts on deposit in all Funds established by the General Bond Resolution (except for moneys provided by governmental authorities whose availability is conditioned on such amounts not being subject to the pledge of the Resolution), subject only to the provisions of the General Bond Resolution permitting the application thereof for the purposes and on the terms set forth in the General Bond Resolution, and (C) interest on the Series 2020 D Bonds will not be included in gross income of the Owners thereof for federal tax purposes, such opinion to be dated the Closing Date and in form and substance acceptable to the Purchaser;

(ii) a written opinion of counsel to the Authority, which counsel shall be satisfactory to the Purchaser, addressed to the Purchaser, dated the Closing Date and in form and substance acceptable to the Purchaser, opining (A) as to the due authorization, execution and delivery of this Agreement and the other Related Documents to which the Authority is a party and (B) that this Agreement and the other Related Documents to which the Authority is a party constitute the legal, valid and binding obligations thereof, enforceable in accordance with their respective terms (subject, as to enforceability, to applicable bankruptcy, moratorium, insolvency or similar laws affecting the rights of creditors generally and to general principles of equity), and (C) that (1) all conditions precedent to the issuance and delivery of the Series 2020 D Bonds shall have occurred, the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) are in full force and effect and the Series 2020 D Bonds will be entitled to the benefits of the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination), (2) the Series 2020 D Bonds constitute “Bonds” under the General Bond Resolution secured by the Lien of the General Bond Resolution and pledge of the Pledged Revenues on a parity basis with all Bonds issued pursuant to the General Bond Resolution, (3) no further actions or filings are necessary to create the valid first lien pledge that the General Bond Resolution purports to create in favor of the Trustee for the benefit of the Owners to secure the payment of the Series 2020 D Bonds and the performance by the Authority of its other obligations under the General Bond Resolution, and (D) with respect to such other matters relating to this Agreement, the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination), the Series 2020 D Bonds or any of the other Related Documents or the proceedings of the Authority, as the Purchaser may reasonably request; and

(iii) each other opinion delivered by any Person pursuant to the Related Documents, each of which shall be in form and substance satisfactory to the Purchaser;

and in the case of each such opinion, either addressed to the Purchaser or accompanied by a letter addressed to the Purchaser from the counsel rendering such opinion stating that the Purchaser is entitled to rely upon such opinion as if such opinion were addressed to it.

(f) *No Default, Etc.* The Purchaser shall be satisfied that the following statements are true and correct on and as of the Closing Date and the Purchaser shall have received a certificate signed by an Authorized Authority Representative and dated the Closing Date and stating that on and as of the Closing Date: (i) the representations and warranties contained (or incorporated by reference) in Article IV hereof are true and correct, in all material respects, on and as of the Closing Date, as though made on and as of such date; (ii) no Material Litigation has been filed since December 31, 2015; (iii) no Material Adverse Change has occurred since December 31, 2015; (iv) no Default or Event of Default has occurred and is continuing or would result from the issuance of the Series 2020 D Bonds or the purchase by the Purchaser of the Series 2020 D Bonds or the execution, delivery and performance by the Authority of this Agreement or any of the other Related Document to which the Authority is a party; (v) the Authority is in compliance with all of the terms, provisions and conditions of each rate or financial covenant and any other material provision of the Related Documents and any Contract entered into in connection with any Debt; (vi) except as otherwise set forth on Schedule 4.19 attached to this Agreement, there is no pending legislation, decision or other matter described in Section 4.19 of this Agreement which might adversely affect the consummation of the transactions contemplated hereby or by the Related Documents; (vii) all requirements and preconditions to the issuance, execution, delivery and purchase by the Purchaser of the Series 2020 D Bonds shall have been satisfied; (viii) the Authority has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (ix) there has been no change in Law (or its interpretation or administration) that may adversely affect the consummation of the transactions contemplated by the Related Documents; (x) no petition by or against the Authority has at any time been filed under the United States Bankruptcy Code or under any similar Law; and (xi) covering such other matters of fact as shall be reasonably requested by the Purchaser.

(g) *Governmental Approvals; Financial Statements.* The Purchaser shall have received originals or certified copies of the approval letters referenced in Section 907 of the Certificate of Determination and the audited financial statements of the Authority for the Fiscal Years concluding on the 31st day of December, 2013, 2014 and 2015, respectively.

(h) *Miscellaneous.* The Purchaser shall have received such other agreements, documents, instruments, certificates (and, if requested by the Purchaser, certified duplicates of executed copies thereof) and opinions as the Purchaser may reasonably request.

(i) *Ratings.* The Purchaser shall have received satisfactory evidence that the Series 2020 D Bonds shall have been assigned a long-term rating by at least two Rating Agencies, which long-term rating shall be at least “A+” in the case of S&P, at least “A” in the case of Fitch and at least “A3” in the case of Moody’s.

(j) *CUSIP and DTC.* The Purchaser shall have received written evidence satisfactory to the Purchaser that a CUSIP Number has been obtained from Standard & Poor’s CUSIP Service for the Series 2020 D Bonds and that the Series 2020 D Bonds are eligible for inclusion in DTC’s FAST automated transfer program (“FAST Eligible Bonds”).

(k) *Other Documents.* The Purchaser shall have received such other documents, certificates, approvals, filings, and opinions as the Purchaser shall have reasonably requested.

(l) *Legality.* The Purchaser shall have determined (in its sole discretion) that (i) the consummation by the Authority, by the Purchaser and by any other Person of any of the transactions contemplated by the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination), the Series 2020 D Bonds, this Agreement and each other Related Document will not violate any Applicable Law and (ii) all legal requirements provided herein or by law incident to the execution, delivery and performance of the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination), the Series 2020 D Bonds and the other Related Documents and the transactions contemplated hereby and thereby, shall have been satisfied.

(m) *Trustee’s Opinion.* The Purchaser shall have received an opinion of counsel for the Trustee, which counsel shall be satisfactory to the Purchaser, as to such matters as the Purchaser may reasonably request.

(n) *Trustee’s Documents.* The Purchaser shall have received (i) copies of the resolution(s) of the Trustee authorizing the execution, delivery and performance of the Related Documents to which it is a party and the performance of any duties of the Trustee under or in connection with the Related Documents including this Agreement and (ii) a certificate of an authorized representative of the Trustee (A) certifying as to the authority, incumbency and specimen signatures of the authorized representatives of the Trustee authorized to sign the Related Documents to which they are a party and any other documents to be delivered by them hereunder and who will be authorized to represent the Trustee in connection with this Agreement, upon which the Purchaser may rely until it receives a new certificate and certifying that the resolution(s) referred to under (ii) is/are presently in full force and effect and (B) covering such matters relating to the other Related Documents as the Purchaser may reasonably request.

(o) *Parity Debt No Default.* The Purchaser shall have received a certificate, in form and substance satisfactory to the Purchaser, dated and effective as of the Closing Date, and executed by an Authorized Authority Representative, and stipulating that no default or event of default exists with respect to any of the Bonds or any of the other outstanding Parity Debt.

Section 3.02. Credit Requirements. Prior to the Closing Date, the Purchaser shall have determined, in its sole discretion, based in part upon the information and reports submitted by the Authority, that (i) the Authority has met the Purchaser's credit requirements, (ii) there has been no adverse change in the financial condition, manner of operation, properties or prospects of the Authority and that all information, representations and materials submitted to the Purchaser by the Authority in connection with the purchase of the Bonds are accurate in all material respects, and (iii) there has been no change in any law, rule or regulation (or their interpretation or administration) nor is there any pending or threatened litigation, that, in each case, may adversely affect the consummation of the Transactions. Provided, that, notwithstanding the foregoing terms and any investigation and/or determination by the Purchaser, the Authority expressly acknowledges and agrees that no such investigation or determination by the Purchaser shall in any respect whatsoever qualify, or release the Authority from, any representation, warranty or covenant contained in this Agreement or create or constitute any defense to the enforcement of the provisions of this Agreement.

Section 3.03. Additional Conditions Precedent. On or prior to the Closing Date, the Authority shall have paid to the Purchaser the reasonable fees and expenses of counsel to the Purchaser incurred in connection with the transactions contemplated by the Related Documents as set forth in Section 2.06.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

The Authority represents, warrants and covenants to and with the Purchaser as of the Closing Date and as of each day during the term of this Agreement, as follows:

Section 4.01. Due Organization; Power and Authority. The Authority is a body corporate and politic of the State of New Jersey created and existing under the laws of the State of New Jersey with the powers and authority, among others, set forth in the Act, including all requisite power and authority to execute and deliver the Related Documents to which the Authority is a party, to own and operate the Turnpike System and to perform its obligations under the Related Documents to which the Authority is a party, including the power and authority to issue and deliver the Series 2020 D Bonds.

Section 4.02. Authorization and Validity of Agreement, Related Documents and Borrowing. The execution, delivery and performance by the Authority of this Agreement and the other Related Documents to which it is a party, and the issuance and delivery of the Series 2020 D Bonds by the Authority have been duly authorized by all necessary action of the governing body of the Authority. Each of this Agreement and the Related Documents (other than the Series 2020 D Bonds) to which the Authority is a party constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Each Series 2020 D Bond when issued, and as authenticated and delivered by the Trustee against payment therefor, as contemplated by the

General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) and this Agreement, will have been duly issued, authenticated and delivered under the Act and in conformity with the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) and will constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their terms, and will be entitled to the benefits of the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination). The obligation of the Authority to pay Debt Service under the General Bond Resolution is absolute and unconditional.

Section 4.03. Compliance of Agreement, Related Documents with Applicable Law, Organizational Documents, Etc. The execution, delivery and performance of this Agreement and each of the other Related Documents in accordance with its and their respective terms, the assignment and pledge of the Pledged Revenues pursuant to the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) and the consummation of the Transactions do not and will not (a) contravene or conflict with the Authority's By-Laws or other organizational documents or with any provision of the Act, (b) require any consent or approval of any creditor of the Authority, (c) violate any Applicable Law (including, without limitation, Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, or any successor regulations), (d) conflict with, result in a breach of or constitute a default under any Contract to which the Authority is a party or by which any of its Property may be bound or (e) result in or require the creation or imposition of any charge, pledge, security interest, encumbrance or other Lien upon or with respect to any Property now owned or hereafter acquired by the Authority except such Liens, if any, created under and pursuant to this Agreement or the General Bond Resolution. The Resolution has been adopted in compliance with all requirements of Applicable Law.

Section 4.04. Governmental Approvals. Other than the approval letters provided to the Purchaser pursuant to Section 3.01(g), no authorizations, consents, or other Governmental Approvals are necessary for the Authority to enter into this Agreement and the other Related Documents and perform the transactions contemplated hereby and thereby and such approval letters remain in full force and effect and are subject to no further executive, legislative, administrative or judicial review. No other authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Authority of this Agreement or the due execution, delivery or performance by the Authority of the Related Documents to which it is a party.

Section 4.05. Compliance with Law. Other than as set forth on Exhibit A attached hereto, the Authority is in compliance with all Applicable Law, including all Governmental Approvals, except for noncompliance that, singly or in the aggregate, has not had and will not have a Material Adverse Effect or have an adverse effect on the Authority's ability to perform its obligations under this Agreement and under the other Related Documents. The Authority has not received any complaint or other notice alleging a violation of or failure to comply with, any judgment, order, writ, injunction or decree of any Governmental Authority applicable to the Authority or the Turnpike System, or any statute, law, rule or regulation applicable to the Authority or the Turnpike System. The collection of Pledged Revenues and the accounting and recordkeeping therefor are in material compliance with all Applicable Law and all applicable resolutions, ordinances and rules of the Authority.

Section 4.06. Title to Properties. The Authority has good, marketable title to or a leasehold interest in its respective Property. None of the Property of the Authority is subject to any Lien, except Permitted Liens. The Authority has complied with all obligations under all leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect. The Authority enjoys peaceful and undisturbed possession under all such leases.

Section 4.07. Litigation. There is no action, suit, proceeding, inquiry or investigation pending nor, to the best knowledge of the Authority after due inquiry, is there any action, suit, proceeding, inquiry or investigation threatened against or affecting, the Authority or any property of the Authority in any court or before any arbitrator of any kind or before or by any other Governmental Authority, (i) wherein an unfavorable decision, ruling or finding could have a Material Adverse Effect, (ii) which seeks to restrain or enjoin any of the Transactions, or (iii) which could adversely affect (A) the status of the Authority as a public body corporate and politic of the State of New Jersey created and validly existing under the laws of the State, (B) the exclusion of interest on the Series 2020 D Bonds from gross income for federal income tax purposes, (C) the validity, binding effect and perfection of the pledge of and lien on the Pledged Revenues or (D) the ability of the Authority to perform its obligations under this Agreement, the General Bond Resolution or any other Related Document (any such action, suit, proceeding, inquiry or investigation being herein referred to as “**Material Litigation**”).

Section 4.08. Absence of Defaults and Events of Default.

(a) No Default or Event of Default has occurred and is continuing.

(b) The Authority is not in material default under (i) any order, writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to the Authority, or (ii) any law or regulation applicable to the Authority, or (iii) any Contract, default under which would have an adverse effect on the Properties, business, condition (financial or other), results of operations or prospects of the Authority or the Transactions, or which would have an adverse effect on the validity or enforceability of this Agreement or any of the other Related Documents, or on the authority or ability of the Authority to perform its obligations under this Agreement or any of the other Related Documents to which the Authority is a party. The Authority is not in breach of any rate or financial covenant or any other material provision of any Contract entered into in connection with any Debt.

Section 4.09. Financial Statements. The balance sheets of the Authority as of December 31, 2014 and 2015, and the related statement of revenues and expenses and changes in financial position for the years then ended and the auditors’ reports with respect thereto, copies of which have heretofore been furnished to the Purchaser, are complete and correctly and fairly present the financial condition, changes in financial position and results of operations of the Authority at such dates and for such periods, and were prepared in accordance with GAAP consistently applied, except as stated in the notes thereto. Since December 31, 2015, there has been no Material Adverse Change nor, except as set forth on Schedule 4.09 attached hereto and made a part hereof, any increase in the Authority’s Debt. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Pledged Revenues which are not reflected in such financial statements or in the notes thereto.

Section 4.10. Accuracy and Completeness of Information. All information, reports and other papers and data furnished by the Authority to the Purchaser were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the recipient a true and accurate knowledge of the subject matter and were provided in expectation of the Purchaser's reliance thereon in purchasing the Series 2020 D Bonds. No fact is known to the Authority which has had or, so far as the Authority can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements referred to in Section 4.09 or in such other information, reports or other data disclosed in writing to the Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Purchaser by the Authority or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Authority's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Purchaser in connection with the negotiation, preparation or execution of this Agreement or the Related Documents contains or will contain any untrue statement of a material fact or omits or will omit (as of the date made or furnished) to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were or will be made, not misleading.

Section 4.11. Sovereign Immunity. The Authority is not entitled to claim the defense of sovereign immunity in any action, suit or proceeding arising under or relating to the Series 2020 D Bonds, this Agreement or any Related Document.

Section 4.12. Incorporation of Representations and Warranties. The Authority hereby makes to the Purchaser the same representations and warranties made by the Authority in each Related Document to which it is a party, which representations and warranties, together with the related definitions of terms contained therein, are incorporated herein by this reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to or waiver of such representations, warranties or definitions made pursuant to the relevant Related Document shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Purchaser.

Section 4.13. Insurance. The Authority currently maintains insurance of such type and in such amounts or in excess of such amounts as are necessary to comply with the requirements of the General Bond Resolution.

Section 4.14. Series 2020 D Bonds. Each Series 2020 D Bond has been duly and validly issued under the General Bond Resolution and is entitled to the benefits thereof. The Series 2020 D Bonds as purchased by the Purchaser are free and clear of any pledge, security interest, claim or other Lien of any Person.

Section 4.15. Compliance with Code.

(a) The Authority does not maintain nor contribute to a Pension Plan, nor has it ever contributed to a Pension Plan, other than the State Pension System.

(b) (i) The Authority's participation in the State Pension System is in compliance in all material respects with the applicable provisions of the Code and other federal or state law; (ii) there are no pending or, to the best knowledge of the Authority, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to the Authority's participation in the State Pension System which has resulted or could reasonably be expected to result in a Material Adverse Effect; (iii) the Authority does not have any past due unfunded obligations to the State Pension System; and (iv) to the best knowledge of the Authority, the State Pension System is a governmental plan as defined in Section 3(32) of ERISA.

Section 4.16. Interest. None of the Related Documents to which the Authority is a party or the Series 2020 D Bonds provide for any payments that would violate any Applicable Law regarding permissible maximum rates of interest or the calculation or collection of interest upon interest. In particular, and not in limitation of the foregoing, under the laws of the State, the obligation of the Authority under this Agreement and under the Series 2020 D Bonds to pay interest at the Interest Rate is a valid, binding and enforceable contractual obligation, which the Purchaser is entitled to enforce and collect in accordance with the laws of the State and is not subject to any limitation, restriction or cap on the per annum rate of interest that may be charged or recovered by the Purchaser or paid by the Authority.

Section 4.17. Investment Company Act. The Authority is not an "investment company" or a company "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940 (15 U.S.C. §80a-1 et seq.), as amended.

Section 4.18. Federal Reserve Board Regulations. The Authority is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock. The Authority will not use any part of the proceeds of the Series 2020 D Bonds and has not incurred any Debt to be reduced, retired or purchased by the Authority out of such proceeds, for the purpose of purchasing or carrying any Margin Stock.

Section 4.19. No Proposed Legal Changes. Except as otherwise set forth on Schedule 4.19 attached hereto, there is no amendment, or to the best knowledge of the Authority, proposed amendment to the Constitution of the State or any State law or any published administrative interpretation of the Constitution of the State or any State law, or any proposition or referendum (or proposed proposition or referendum) or other ballot initiative or any legislation that has passed either house of the legislature of the State, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to affect adversely (a) the issuance of, or security for, any of the Series 2020 D Bonds, (b) the rights or remedies of the Purchaser or of any Owner of the Series 2020 D Bonds, or (c) the Authority's existence or its power or ability to perform its obligations hereunder or under any of the other Related Documents including without limitation the Authority's ability to repay when due its obligations under this Agreement and the Series 2020 D Bonds.

Section 4.20. Environmental Matters. In the ordinary course of its business, the Authority conducts an ongoing review of the effect of Environmental Laws on the business, operations and properties of the Authority, in the course of which it identifies and evaluates associated liabilities and costs (including, without limitation, any capital or operating expenditures

required for clean-up or closure of properties presently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, and related constraints on operating activities, and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). Except as otherwise set forth on Schedule 4.20 attached hereto, the Authority and its Property (i) has not become subject to any Environmental Liability nor does the Authority know of any basis for any Environmental Liability, (ii) has not received notice of any Environmental Claim or of any failure or alleged failure to comply with applicable federal, state or local health and safety statutes or regulations, and (iii) to the best knowledge of the Authority, is in compliance with all Environmental Laws and has obtained and maintains and is in material compliance with any permit, license or other approval required under any Environmental Law.

Section 4.21. Anti-Terrorism Representation.

(a) The Authority is not in violation of any laws relating to terrorism or money laundering (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the USA Patriot Act, Title III of Pub. L. 107-56, 115 Stat. 272 (the “**Patriot Act**”);

(b) The Authority is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Purchaser is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“**OFAC**”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(c) The Authority does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b)(ii) above, (ii) deal in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 4.22. Valid Lien. The Authority’s irrevocable pledge and assignment of the Pledged Revenues under the General Bond Resolution to and for the payment of the Series 2020 D Bonds, as authorized under and in accordance with the Act: (i) is valid and binding as of the Closing Date and all Pledged Revenues now or hereafter received by the Authority are immediately subject to the lien thereof; and (ii) requires no act, instrument, approval, filing, registration, recording or publication of the General Bond Resolution or any other instrument nor any prior separation or physical delivery of the Pledged Revenues or notice to any Person, to validly establish the pledge provided for under the General Bond Resolution or to create, attach, perfect, protect or maintain the first priority Lien and security interest created thereby on and in the Pledged Revenues to secure the Series 2020 D Bonds and the other Bonds for the benefit of all of the Owners of the Bonds, including the Owners of the Series 2020 D Bonds. Neither the issuance and delivery of the Series 2020 D Bonds nor the pledge and assignment of the Pledged

Revenues requires any act of appropriation for the application thereof to the purposes for which issued, delivered and pledged, respectively.

Section 4.23. Obligations; Other Debt. The obligations of the Authority to pay the principal, Prepayment Price, Redemption Price and Purchase Price of, and interest on, the Series 2020 D Bonds are payable and secured on a parity with the Parity Debt, are payable from the Pledged Revenues, are secured (together with the other Parity Debt) by a valid first lien on, pledge of and security interest in the Pledged Revenues as provided in the General Bond Resolution and are not subordinate to any payment secured by a Lien on the Pledged Revenues or any other claim, and are prior as against all Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of the Lien established by the General Bond Resolution. All Required Payments hereunder other than Required Payments constituting principal, Prepayment Price, Redemption Price or Purchase Price of, or interest on, the Series 2020 D Bonds are payable from the General Reserve Fund as defined in the General Bond Resolution and shall be (i) limited in all respects to the amounts on deposit in the General Reserve Fund created and established under the General Bond Resolution from time to time available to be used by the Authority to make such payments, and (ii) special and limited obligations of the Authority which are subject and subordinate and junior in all respects to the lien and pledge created by the General Bond Resolution to secure the payment of the Bonds, including the Series 2020 D Bonds, and the other Parity Debt. As of the Closing Date, the Authority has not incurred, issued, created or assumed (i) any Debt payable from or secured by the Pledged Revenues or any portion thereof which is senior in right of payment or security to any of its obligations under the Series 2020 D Bonds or any of the other Parity Debt, (ii) any Debt payable from or secured by the Pledged Revenues or any portion thereof which is pari passu in right of payment or security with the Series 2020 D Bonds other than the Parity Debt or (iii) any Debt payable from or secured by the Pledged Revenues or any portion thereof other than the Parity Debt and Subordinated Indebtedness.

Section 4.24. Solvency. Both before and after giving effect to the issuance of the Series 2020 D Bonds and the undertaking of the other obligations contemplated by this Agreement, the General Bond Resolution, the Series 2020 Resolution (including the Certificate of Determination) and the other Related Documents, the disbursement of the proceeds of the Series 2020 D Bonds and the payment and accrual of all transaction costs in connection with the foregoing, the Authority is and will be Solvent.

Section 4.25. General Bond Resolution a Contract. The provisions of the General Bond Resolution constitute a contract between the Authority and the Owners, and any such Owner, subject to the provisions of the General Bond Resolution and the Series 2020 D Bonds, may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Authority under the Resolution and the Series 2020 D Bonds.

ARTICLE V

AFFIRMATIVE COVENANTS

The Authority covenants and agrees that until the principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds has been paid to the

Purchaser and all other Required Payments have been indefeasibly paid in full, and all other obligations of the Authority under this Agreement and under the Series 2020 D Bonds have been performed:

Section 5.01. Compliance With Laws and Regulations. The Authority shall comply with all Applicable Laws, including Environmental Laws, to which it or its property may be subject; provided, however, that the Authority may contest the validity or application thereof and appeal or otherwise seek relief therefrom, so long as the Authority continues to perform all of its obligations hereunder and under the Related Documents and provided such acts do not affect the Authority's power and authority to execute this Agreement and the Related Documents to which it is a party or to perform its obligations and pay all amounts payable by it hereunder and thereunder, or otherwise result in a Default or Event of Default hereunder or under any of the other Related Documents.

Section 5.02. Reporting Requirements. The Authority shall furnish to the Purchaser each of the following:

(a) *Financial Statements.* Concurrently with the delivery thereof to the Trustee, copies of all financial statements, reports, summaries and other information required to be delivered by the Authority to the Trustee pursuant to Section 717 of the General Bond Resolution and copies of each Annual Budget and any amendment thereof or supplement thereto required to be delivered by the Authority to the Trustee pursuant to Section 710 of the General Bond Resolution; provided, however, with respect to (i) the annual audited financial statements prepared in accordance with Section 717 of the General Bond Resolution, such annual financial statements shall be delivered to the Purchaser as soon as available and in any event within 213 days after the end of each fiscal year of the Authority and (ii) the quarterly financial statements prepared in accordance with Section 717 of the General Bond Resolution, such quarterly financial statements shall be delivered to the Purchaser as soon as available and in any event within 60 days after the end of each fiscal quarter of the Authority.

(b) *Hedge Agreements.* As soon as available, and in any event within 60 days after the end of each fiscal quarter, the Authority shall provide to the Purchaser (i) a detailed list of its investments and (ii) a detailed list of each Hedge Agreement of the Authority (including, without limitation, the counterparties to each Hedge Agreement, the interest rates applicable in each Hedge Agreement and the mark to market value of each Hedge Agreement as of the end of such fiscal quarter).

(c) *Certificate of Compliance.* Simultaneously with the delivery of each set of financial statements referred to in (a) above, a certificate of the Authority stating that, to the best knowledge of the Executive Director (or his/her designee) of the Authority, there exists on the date of such certificate no Default or Event of Default or, if any Default or Event of Default then exists, setting forth the details thereof and the action which the Authority is taking or proposes to take with respect thereto.

(d) *Notice of Default.* Promptly after knowledge thereof by the Authority, written notice of the occurrence of any Default or Event of Default, together with a

statement of the Authority setting forth the details thereof and the action which the Authority is taking or proposes to take with respect thereto.

(e) *Material Event Notices.* Immediately following any dissemination, distribution or provision thereof to any Person, notice of the filing of any Material Event Notice disseminated, distributed or provided in satisfaction of or as may be required by the provisions of Rule 15c2 12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240 15c2 12), or any successor or similar legal requirement.

(f) *Additional Parity Debt.* Promptly following the date of issuance or incurrence of any Parity Debt, a copy of the final official statement, offering memorandum or other final disclosure statement prepared with respect to such additional Parity Debt, if any.

(g) *Legal Proceedings.* Promptly after process has been served on the Authority, notice of any action, suit or proceeding before any court or Governmental Authority in which there is a reasonable probability of an adverse decision which could (A) have a Material Adverse Effect on the business, financial position or results of operations of the Authority or the ability of the Authority to perform its obligations hereunder or under the Series 2020 D Bonds or any other Related Document or (B) draw into question the validity or enforceability of this Agreement, the Series 2020 D Bonds or any other Related Document.

(h) *Change in Ratings.* Promptly after obtaining knowledge thereof, written notice of any change in any Obligor Rating.

(i) *Legislation.* As soon as available to the Authority, copies of all enacted legislation which, to the best knowledge of the Authority, relates to, in any material way, or impacts upon this Agreement, the Series 2020 D Bonds or the other Related Documents or the ability of the Authority to perform its obligations in connection herewith or therewith

(j) *Other Information.* Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Authority as the Purchaser may from time to time reasonably request.

Section 5.03. Notices. In addition to the notices described in Section 5.02 hereof, the Authority will provide promptly to the Purchaser the following:

(a) *Notice of Potential Material Adverse Effect.* Notice in writing of any event or development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

(b) *Amendments.* Promptly after the adoption or execution thereof, copies of any amendments of or supplements to any of the Related Documents.

Section 5.04. Further Assurances. The Authority will from time to time promptly execute and deliver to the Purchaser (or as directed by the Purchaser) all further financing statements, amendments, confirmation statements and will register, record and file and re-register,

re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, and shall take any and all other actions as may be necessary or reasonably required by the Purchaser to (a) perfect and protect, any lien, pledge or security interest or other right or interest given, or purported to be given to the Trustee, the Purchaser or any other Person under or in connection with the General Bond Resolution, this Agreement or the Related Documents, (b) enable the Trustee and the Purchaser to exercise and enforce their respective rights under this Agreement, the General Bond Resolution and the other Related Documents or (c) further and more fully vest in the Trustee and the Purchaser all rights, interests, powers, benefits, privileges, and advantages conferred or intended to be conferred upon them by any of the Related Documents. Except to the extent it is exempt therefrom, the Authority will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of such instruments of further assurance.

Section 5.05. Right of Entry; Communication with Accountant. The Authority shall permit the agents or representatives of the Purchaser during normal business hours and upon reasonable notice, to enter the premises of the Authority, or any parts thereof, to examine and copy the Authority's financial and corporate books, records and accounts, and to discuss the affairs, finances, business and accounts of the Authority with the Authority's officers, employees and agents. The Authority authorizes the Purchaser, after the occurrence and during the continuance of an Event of Default and upon reasonable notice to the Authority, to communicate directly with its Accountant, including KPMG, LLP, its current accountant, and authorizes and shall instruct those accountants and advisors to communicate with, disclose and make available to, the Purchaser, any and all financial statements and other supporting financial documents, schedules and information relating to the Authority with respect to the business, results of operations and financial condition and other affairs of the Authority.

Section 5.06. Payment of Obligations; Removal of Liens. The Authority will pay (a) all Debts and obligations of the Authority in accordance with the terms thereof, (b) all amounts payable by it hereunder and under the Related Documents in accordance with the terms hereof or thereof and (c) all assessments or other governmental charges as the same respectively become due, all taxes, assessments (general or special) and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to any of its or their property or any interest thereon and promptly discharge or cause to be discharged all Liens (other than Permitted Liens), fees and charges on such property; provided that the Authority may withhold payment of sums described under subpart (c) where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, (ii) the Authority has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (iii) the failure to make payment pending such contest could not result in a Material Adverse Effect. Notwithstanding the foregoing, the Authority will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a Lien on the Pledged Revenues, or on any funds in the hands of the Authority or the Trustee pledged to pay the Parity Debt prior or superior to the Lien of the Parity Debt or which might impair the security of the Parity Debt.

Section 5.07. Incorporation of Covenants.

(a) The covenants of the Authority set forth in the General Bond Resolution and each of the other Related Documents to which the Authority is a party, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety for the benefit of the Purchaser and shall be enforceable by the Purchaser against the Authority. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein. To the extent that any such incorporated provision permits any Person to waive compliance with or consent to such provision or requires that a document, opinion, report or other instrument or any event or condition be acceptable or satisfactory to any Person, the waiver, or consent or approval, as applicable, of the Purchaser shall be required under this Agreement and such compliance shall be waived, or such provision shall be consented to, only if it is waived or consented to, as the case may be, by the Purchaser and such document, opinion, report or other instrument shall be acceptable or satisfactory to the Purchaser. No amendment to such covenants (or the defined terms relating thereto) made pursuant to the Related Documents or cessation of the effectiveness of any such covenants shall be effective to amend or cease the effectiveness of such incorporated covenants without the written consent of the Purchaser. Notwithstanding the termination or expiration of any Related Document, the Authority shall, unless such Related Document has terminated or expired in accordance with its terms and has been replaced by a new Related Document, continue to observe the covenants therein contained for the benefit of the Purchaser until the termination of this Agreement.

(b) The Authority shall diligently and in good faith pursue enforcement of each of the Related Documents to which it is a party against each of the other parties thereto and shall in particular and not in limitation of the foregoing cause the Trustee at all times to comply with the terms of the Related Documents to which it is a party.

Section 5.08. Maintenance of Governmental Approvals. The Authority shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals, authorizations and other Governmental Approvals which are necessary or appropriate under Applicable Law to conduct its activities and operations as of the Closing Date or at any time thereafter and for the execution, delivery and performance of this Agreement and the Related Documents to which it is a party.

Section 5.09. Books and Records. The Authority will keep proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities to the extent necessary to prepare its financial statements in conformity with GAAP.

Section 5.10. Performance of This and Other Agreements. The Authority shall promptly pay all amounts payable by it under this Agreement, the Series 2020 D Bonds and the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) according to the terms hereof and thereof and shall duly perform each of its obligations under this Agreement, the Series 2020 D Bonds and each of the other Related Documents to which it is a party; and the Authority will take all such action as may be requisite to

enforce or to cause the enforcement of the obligations of the other parties to the Related Documents under and in accordance with the Related Documents.

Section 5.11. Maintenance of Existence. Except as otherwise required by law, the Authority will preserve and maintain its existence as a body corporate and politic of the State of New Jersey and maintain all rights, privileges and franchises necessary and desirable in the normal conduct of its business and in the performance of its obligations under the Related Documents to which it is a party. Except as otherwise required by law, the Authority will continue to conduct in the ordinary course the activities in which it is presently engaged and activities ancillary thereto.

Section 5.12. Use of Proceeds. The Authority shall use the proceeds of the Series 2020 D Bonds solely for the purposes of (i) currently refunding and redeeming the Refunded Bonds, and (ii) paying the costs of issuing the Series 2020 D Bonds. The Authority will not use the proceeds of the Series 2020 D Bonds in a manner which violates Regulation U, as it may be amended or interpreted from time to time by the Board of Governors of the Federal Reserve System.

Section 5.13. CUSIP Number. The Authority shall at all times cause the Series 2020 D Bonds to be assigned a CUSIP Number.

Section 5.14. Government Regulation. The Authority shall not (a) be or become subject at any time to any law, regulation, or list of any Governmental Authority of the United States (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits the Purchaser from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority, or (b) fail to provide documentary and other evidence of the identity of the Authority as may be requested by the Purchaser at any time to enable the Purchaser to verify the identity of the Authority or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 1 U.S.C. Section 5318.

Section 5.15. Insurance. The Authority shall comply with all requirements of the General Bond Resolution and Applicable Law with regard to the procurement and maintenance of insurance with respect to the Authority and its Property.

Section 5.16. Parity Creditors and Covenants. In the event that the Authority has previously entered into or hereafter shall enter into any agreement or instrument (or any amendment, supplement or modification thereto) providing for the incurrence of or relating to Parity Debt, which provides to the related trustee, purchaser, credit facility provider or other obligee thereunder (a) any preference or priority with respect to the Pledged Revenues or other collateral or the allocation of the Pledged Revenues or other collateral as compared to the pledge and allocation to, in favor, or for the benefit, of the Trustee or the Purchaser or (b) any additional or materially different rights and remedies as compared to the rights and remedies of the Purchaser as set forth in the Related Documents and this Agreement (any such provision, a “**Parity Covenant**”) than are provided to the Purchaser, then each such Parity Covenant shall automatically be deemed to be incorporated into this Agreement for the duration of this Agreement and the Purchaser shall have the benefits of such Parity Covenant as if it were specifically set forth in this Agreement. Upon request of the Purchaser, the Authority shall promptly enter into an

amendment to this Agreement to include the Parity Covenant (provided that the Purchaser shall maintain the benefit of such Parity Covenant even if the Authority fails to provide such amendment).

ARTICLE VI

NEGATIVE COVENANTS AND COVENANTS ANCILLARY THERETO

The Authority covenants and agrees that until the principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds has been paid to the Purchaser and all other Required Payments have been indefeasibly paid in full, and all other obligations of the Authority under this Agreement and under the Series 2020 D Bonds have been performed:

Section 6.01. Amendments. Without the prior written consent of the Purchaser, the Authority will not agree to any amendment to, or waive any default under, any Related Document in a manner (a) which would have a Material Adverse Effect or (b) which would adversely affect the rights and remedies of the Purchaser thereunder or alter any covenant therein to the detriment of the Purchaser. The Authority agrees to provide written notice to the Purchaser in advance of any proposed amendment (together with a copy of the proposed text of the amendment) or waiver of a default. Notwithstanding the foregoing, the Authority shall be entitled to adopt one or more supplemental resolutions authorizing the issuance of “Bonds” (as defined in the Resolution) or Subordinated Indebtedness under the Resolution without the need to obtain the consent of the Purchaser so long as the Authority complies with the provisions of the Resolution and the issuance of such “Bonds” (as defined in the Resolution) or Subordinated Indebtedness would not otherwise result in a Default or an Event of Default. The Authority shall not take any action, nor cause the Trustee to take any action under any of the Related Documents, which is inconsistent with, or could reasonably be expected to impair, the Authority’s obligations, or the rights of the Purchaser or the Trustee, under this Agreement or any of the other Related Documents including, without limitation, any right or remedy of the Purchaser upon an Event of Default, the Authority’s obligations to make payments to the Purchaser or any other Owner under the Series 2020 D Bonds or this Agreement, and the pledge of the Pledged Revenues under the General Bond Resolution and the priority of the Lien and security interest created thereby.

Section 6.02. Preservation of Existence, Etc. Except as otherwise required by law, the Authority will not directly or indirectly liquidate, wind up, terminate, reorganize, dissolve, merge or consolidate with any other Person (or suffer any liquidation, winding up, termination, reorganization or dissolution), or form or acquire any subsidiary (other than in the ordinary course of business as conducted as of the Closing Date), nor shall it sell, lease, assign, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its property. Except as otherwise required by law, the Authority will not sell, transfer, dispose of or abandon any material portion of the Turnpike System or condemn, or consent to any condemnation of, any material portion of the Turnpike System.

Section 6.03. Certain Information. The Authority shall not include in an offering document or circular or reoffering supplement for the Series 2020 D Bonds any information

concerning the Purchaser that is not supplied in writing, or otherwise approved in writing, by the Purchaser expressly for inclusion therein.

Section 6.04. Trustee. The Authority, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, shall not take any action or refrain from taking any action that results in a change of the Trustee, the Tender Agent or the Paying Agent.

Section 6.05. Accounting Methods; Fiscal Year; Entity Classification. Except as may be required by law or any governmental or accounting rule or regulation or as may be recommended by the Governmental Accounting Standards Board, the Authority will not adopt, permit or consent to any change in accounting practices other than as required by GAAP and will not adopt, permit or consent to any change in its Fiscal Year or take (or permit to be taken) any action that results in a change to its entity classification for U.S. federal income tax purposes.

Section 6.06. Exempt Status. The Authority shall not take any action or omit to take any action, respectively, that, if taken or omitted, respectively, could cause any revocation or adverse modification of its federal income tax-exempt status or which would cause the interest with respect to the Series 2020 D Bonds to be included in the gross income of the Owners thereof for purposes of federal income taxation under the Code.

Section 6.07. Conversion; Redemption; Defeasance.

(a) The Authority may exercise its option under Section 209 of the Certificate of Determination to cause a change in the Mode with respect to all or a portion of the Series 2020 D Bonds on any Interest Payment Date occurring prior to the Mandatory Tender Date upon compliance with the provisions of the Certificate of Determination applicable thereto and upon providing for payment to the Purchaser of the Prepayment Price of the Series 2020 D Bonds in accordance with Section 404 of the Certificate of Determination.

(b) The Authority promptly shall notify the Purchaser of the amount of any redemption of any Series 2020 D Bonds, together with the date of each such redemption and otherwise comply with the provisions of this Agreement and the General Bond Resolution and the Series 2020 Resolution (including the Certificate of Determination) applicable thereto.

(c) *Defeasance.* The Authority will not defease, nor allow the defeasance of, the Series 2020 D Bonds without (i) procuring a Verification Report and providing a copy thereof to the Purchaser and (ii) contemporaneously paying all Required Payments and satisfying all obligations of the Authority hereunder.

Section 6.08. Pension Plans. The Authority shall participate in the State Pension System in compliance in all material respects with the applicable provisions of the Code and other federal, state or local law and shall make all required contributions to the State Pension System.

Section 6.09. Additional Debt. The Authority shall not issue, incur, assume, guarantee or otherwise become obligated under any Debt that is payable from or secured by the Pledged Revenues or any portion thereof prior to the Parity Debt or otherwise preferred to the Parity Debt.

Section 6.10. No Sovereign Immunity; Waiver of Related Defenses. To the fullest extent permitted by applicable law, the Authority hereby waives any exemption or immunity, whether on the basis of sovereign immunity or any similar legal or equitable principle, doctrine or rule of law and whether now or at any time hereafter arising, of the Authority with respect to its contractual obligations under the Series 2020 D Bonds, this Agreement and the other Related Documents or with respect to any of its revenues, assets or property (irrespective of their use or intended use), from (a) jurisdiction, (b) liability, suit or other legal or equitable remedy for the amounts due and payable under the Series 2020 D Bonds, this Agreement or any of the other Related Documents or the performance of any of its other obligations hereunder or thereunder, and (c) enforcement of any judgment, order or decree to which it or its revenues, assets or property may be made subject.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default”:

(a) Failure of the Authority to pay or cause to be paid when due any amount owed by the Authority hereunder or under any of the other Related Documents;

(b) Failure of the Authority to observe or perform the covenants set forth in Sections 5.02, 5.03, 5.05, 5.07, 5.09, 5.11, 5.12, 5.16, 6.01, 6.02, 6.04, 6.06, 6.07, 6.08, 6.09 or 6.10;

(c) Failure of the Authority to observe or perform any covenant, condition or provision of this Agreement (other than as specified in (a) or (b) above) and such failure remains uncured thirty (30) days after written notice of such failure from the Purchaser to the Authority and the Trustee, or failure to observe or perform any covenant, condition or provision contained in any Related Document and, in the case of any covenant incorporated by reference pursuant to Section 5.07 hereof which is not a payment or financial covenant, after the expiration of any applicable grace period contained in the relevant Related Document;

(d) The occurrence and continuation of a default, event of default or termination event under the General Bond Resolution or any of the other Related Documents, irrespective of whether said default, event of default or termination event is declared, undeclared or has been waived under the terms of such respective document, or a mandatory redemption, prepayment or acceleration has occurred with respect to the Series 2020 D Bonds or any other Parity Debt or Subordinate Obligation; or

(e) The occurrence of an Event of Insolvency with respect to the Authority.

Section 7.02. Rights and Remedies; Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur, then in addition to any other rights or remedies available to the Trustee or the Purchaser under any other Related Documents or under applicable Law, the Purchaser may exercise any one or more of the following rights and remedies:

(a) by notice to the Authority, accelerate all of the Required Payments (other than the Series 2020 D Bonds, which are subject to mandatory purchase as provided in Section 7.02(c)) whereupon such Required Payments shall become immediately due and payable without presentment, demand for payment, protest or notice of nonpayment or dishonor, or other notice of any kind or character, all of which are hereby expressly waived, and an action therefor shall immediately accrue; provided that, if any Event of Default described in Section 7.01(e) hereof shall occur, the Required Payments under this Agreement and the other Related Documents shall automatically mature and be due and payable on the date of the occurrence of such Event of Default without presentment, demand, protest, notice of default or intention to accelerate, notice of acceleration or other notice of any kind to the Authority or any other Person, all of which are hereby expressly waived;

(b) (i) apply to any court of competent jurisdiction for, and obtain appointment of, a receiver, (ii) either personally or by attorney or agent and without bringing any action or proceeding, or by such a receiver, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any of the Required Payments under the Related Documents, whether for specific performance of any agreement or covenant of the Authority or in aid of the execution of any power granted to the Purchaser in the Related Documents or as otherwise available at law or in equity;

(c) deliver a notice to the Trustee and the Authority that an Event of Default has occurred and is continuing and directing the Trustee to purchase the Series 2020 D Bonds on the designated Mandatory Purchase Date;

(d) cure any Default, Event of Default or event of nonperformance hereunder or under any other Related Document; provided, however, that the Purchaser shall have no obligation to effect such a cure; and

(e) exercise, or cause to be exercised, any and all remedies as it may have under the other Related Documents, including without limitation, any rights it holds as an Owner singly or together with other Owners of Parity Debt to accelerate the Series 2020 D Bonds and the other Parity Debt as provided in the General Bond Resolution and to take any and all actions otherwise available under the General Bond Resolution, and any and all remedies as are otherwise available at law and at equity.

Section 7.03. Remedies Cumulative; Solely for the Benefit of the Purchaser. To the extent permitted by, and subject to the mandatory requirements of, Applicable Law, each and every right, power and remedy herein specifically given to the Purchaser shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Purchaser, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to the Authority, the Trustee or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

Section 7.04. Waivers or Omissions. No delay or omission by the Purchaser in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Purchaser or to be acquiescence therein. No express or implied waiver by the Purchaser of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default. No delay or omission on the part of the Purchaser (or the Trustee) in exercising any right to acceleration of the maturity of the Series 2020 D Bonds or any of the other Required Payments, or any remedy under the Related Documents following any Event of Default as aforesaid, or any other option granted to the Purchaser (or the Trustee) hereunder in any one or more instances, or the acceptance by the Purchaser (or the Trustee) of any partial payment on account of the Required Payments shall constitute a waiver of any such Event of Default and each such option shall remain continuously in full force and effect.

Section 7.05. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Authority and the Purchaser shall be restored to their former positions with respect to the Required Payments, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

Section 7.06. Injunctive Relief. The Authority recognizes that in the event an Event of Default occurs, any remedy of law may prove to be inadequate relief to the Purchaser; therefore, the Authority agrees that the Purchaser, if the Purchaser so requests, shall be entitled to temporary and permanent relief in any such case.

ARTICLE VIII

NATURE OF OBLIGATIONS; REIMBURSEMENT

Section 8.01. Obligations Absolute. The obligations of the Authority to pay all Required Payments under this Agreement and the other Related Documents shall be absolute, unconditional and irrevocable, notwithstanding any other provision of this Agreement or any other Related Document, and shall not be subject to any right of setoff, recoupment or counterclaim against the Purchaser or any Participant and shall be paid and performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever. Until the principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds and all other Required Payments have been indefeasibly paid in full and all other obligations of the Authority hereunder and under the Related Documents have been performed and discharged, the Authority will not suspend or discontinue any Required Payments for any reason or terminate any of the Related Documents and the Authority waives and covenants not to assert any right of setoff or

recoupment against its obligation to make all payments of principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds and all other Required Payments due hereunder and under the other Related Documents in the amounts and at the times required hereby and thereby, and without abatement, diminution, deduction, counterclaim or defense for any reason, including, without limitation, in the following circumstances:

- (a) any lack of validity or enforceability of any of the Related Documents;
- (b) any amendment or waiver of any provision, term or condition of any of the Related Documents;
- (c) any failure of any portion of the Turnpike System to be delivered, constructed or completed, any defects, malfunctions, breakdowns or infirmities in the Turnpike System, any accident, condemnation, destruction or unforeseen circumstances, or any damage, destruction or condemnation of the Turnpike System or any part thereof or any acts or circumstances that may constitute failure of consideration or commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State, or any political subdivision of either thereof;
- (d) the existence of any dispute with, or any claim, right of setoff or recoupment, defense or other rights which the Authority may have at any time against, the Trustee, the Purchaser (other than the defense of payment to the Purchaser in accordance with the terms of this Agreement), any Participant or any other Person, whether in connection with this Agreement, the other Related Documents or any transaction contemplated thereby or any unrelated transaction;
- (e) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff or recoupment against, the Authority's obligations hereunder or under any of the other Related Documents.

Section 8.02. Continuing Obligation. All covenants, agreements, representations and warranties made by the Authority in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Purchaser and shall survive the execution and delivery of this Agreement and the issuance and purchase by the Purchaser of the Series 2020 D Bonds, regardless of any investigation made by the Purchaser or on its behalf and notwithstanding that the Purchaser may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds or any other Required Payments remain outstanding and unpaid. The obligations of the Authority under this Agreement shall continue until the date upon which the principal, Prepayment Price, Redemption Price and Purchase Price of, and all interest on, the Series 2020 D Bonds and all other Required Payments due and owing to the Purchaser under the Series 2020 D Bonds and this Agreement shall have been paid in full and are no longer subject to being set aside or otherwise required to be repaid by the Purchaser as described in Section 9.13; *provided, however*, that the

obligations of the Authority pursuant to Article II and Sections 8.03, 8.04 and 9.13 shall survive any expiration or termination of this Agreement.

Section 8.03. Liability of the Purchaser. The Authority hereby releases the Purchaser, its Affiliates and each other Owner, and each of their respective officers, directors, employees and agents (each, a “**Releasee**”), from all liability or responsibility for any losses, liabilities, damages, claims, costs (including attorneys’ fees), judgments or causes of action (collectively, “**Liabilities**”) arising out of or in connection with any of the following: (a) the use that may be made of the proceeds of the Series 2020 D Bonds or for any acts or omissions of the Authority or the Trustee; (b) any of the acts, omissions, agreements, circumstances or conditions covered by the reimbursement provided in Section 8.04; and (c) any other act or omission of the Purchaser, excepting only to the extent of any direct, actual damages suffered by the Authority, and not required to be mitigated by the Authority, which direct, actual damages are determined by a final and nonappealable judgment of a court of competent jurisdiction to have been directly caused by the Purchaser’s willful misconduct or gross negligence in the performance or non-performance of a duty owed to the Authority. The Authority further releases the Releasees from all Liabilities for or constituting lost profits and from all Liabilities for or constituting consequential, special, indirect or punitive (or exemplary) damages (the right to recover or receive lost profits, consequential, special, indirect or punitive (or exemplary) damages being hereby waived), suffered by the Authority.

Section 8.04. Reimbursement. To the extent permitted by law, the Authority agrees to reimburse and hold harmless the Purchaser, its Affiliates, each Owner and each Participant and each of the respective officers, directors, employees and agents of the foregoing Persons (each a “**Reimbursed Party**”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses (including without limitation reasonable attorneys’ fees) whatsoever which a Reimbursed Party may incur or be subject to (or which may be claimed against a Reimbursed Party by any Person) by reason of or in connection with the execution and delivery of and consummation of the Transactions contemplated under this Agreement, the Resolution and the other Related Documents, including, without limitation, (i) the issuance, offering, purchase, sale, remarketing or resale of the Series 2020 D Bonds (including, without limitation, by reason of any untrue statement or alleged untrue statement contained or incorporated by reference in this Agreement or any other Related Document, or otherwise furnished to the Purchaser in connection with the Series 2020 D Bonds, or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances under which they are or were made, not misleading), (ii) the execution and delivery of, or payment or failure to pay by any Person under, the Series 2020 D Bonds, this Agreement or the other Related Documents, (iii) the untruth or material inaccuracy of any warranty or representation undertaken or given by the Authority in this Agreement or any other Related Document or in any certificate furnished hereunder or thereunder or (iv) any act or omission of the Authority in connection with the Turnpike System or the Authority’s violation of Applicable Law or breach or nonperformance of any covenant of this Agreement or any other Related Document; *provided, however*, that the Authority shall not be required to reimburse the Purchaser for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Purchaser. Nothing in this Section 8.04 is intended to limit the obligations of the Authority under the Series 2020 D Bonds or of the Authority to pay its obligations hereunder, under the Resolution

and under the other Related Documents. The Purchaser shall notify the Authority of any amounts which are owed to such party pursuant to this Section 8.04.

The provisions of this Section 8.04 shall survive the termination of this Agreement and the payment in full of the Series 2020 D Bonds and the obligations of the Authority thereunder and hereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Purchase of Bonds.

(a) Upon and subject to the conditions precedent and the terms and conditions provided herein and based on the representations, warranties and covenants of the Authority set forth in the Related Documents and herein, the Purchaser hereby agrees to purchase from the Authority, and the Authority agrees to sell to the Purchaser, all, but not less than all, of the Series 2020 D Bonds at an aggregate purchase price of \$_____. The Bonds are to be dated the date of delivery thereof, and are to mature, be subject to redemption prior to maturity and bear interest as set forth in the Series 2020 Resolution (including the Certificate of Determination).

(b) The Purchaser represents that (i) it is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, (ii) the Purchaser is purchasing the Series 2020 D Bonds for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Series 2020 D Bonds; provided, however, that the Purchaser may, (A) transfer the Series 2020 D Bonds to any affiliate or other party related to the Purchaser, (B) sell or transfer the Series 2020 D Bonds to a trust or custodial arrangement, from which trust or custodial arrangement the Series 2020 D Bonds are not expected to be sold except to beneficial owners who are qualified institutional buyers and who will sign a representation to substantially the same effect as this Section 9.01(b), or (C) sell or transfer the Series 2020 D Bonds to any other qualified institutional buyer who will sign a representation to substantially the same effect as this Section 9.01(b), (iii) the Purchaser will comply with all federal and state securities laws in connection with any subsequent resale of the Series 2020 D Bonds, (iv) the Purchaser acknowledges that no official statement or other disclosure document has been prepared by the Authority in connection with the issuance and sale of the Series 2020 D Bonds, and (v) the Purchaser has made its own independent investigation and evaluation of the financial condition and business of the Authority and that it has received all documents and information requested from the Authority in connection with such independent investigation and evaluation.

Section 9.02. Right of Setoff. Upon the occurrence of an Event of Default, the Purchaser and its Affiliates may, at any time and from time to time, without notice to the Authority or any other Person (any such notice being expressly waived), set off and appropriate and apply, against and on account of, any obligations and liabilities of the Authority to the Purchaser or its Affiliates,

whether or not arising under or connected with this Agreement or the Related Documents and without regard to whether or not the Purchaser shall have made any demand therefor and although such obligations and liabilities may be contingent or unmatured and regardless of currency, place of payment or booking office thereof, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, but not including trust accounts) and any other Debt or other payment obligation at any time held or owing by the Purchaser or its Affiliates to or for the credit or the account of the Authority, whether or not arising under or connected with this Agreement or the Related Documents, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office thereof. The rights of the Purchaser under this Section are in addition to other rights and remedies (including other rights of setoff) which the Purchaser may have at law or in equity.

Section 9.03. Amendments and Waivers; Remedies Cumulative. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Authority from any such provision shall in any event be effective unless the same shall be in writing and signed by the Purchaser. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any covenant or agreement contained in this Agreement should be breached by the Authority and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder. Specifically and not in limitation of the foregoing, this Agreement may not be amended or modified by course of dealing, oral acknowledgement or agreement or by any writing, unless it is a writing which is expressly stated to constitute an amendment of this Agreement and is signed by an authorized officer of the Purchaser and an Authorized Authority Representative. The rights and remedies of the Purchaser hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have.

Section 9.04. Notices. All notices, requests, demands, directions and other communications (collectively “notices”) under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery and shall be deemed received as follows: (a) if by registered or certified mail, five (5) days after mailing; (b) if by express courier for next Business Day delivery, on the next Business Day; and (c) if by facsimile, when confirmation of transmission is obtained if prior to 5:00 p.m. local time on a Business Day, and otherwise, on the next Business Day; provided that service of a notice prescribed by any applicable statute shall be considered complete when the requirements of that statute are met. Notices by electronic mail (e-mail) shall not constitute notice under this Agreement and are only to be used in addition to notice given as prescribed under (a), (b) or (c) of this Section 9.04. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

if to the Authority, addressed to the Authority at:

New Jersey Turnpike Authority
1 Turnpike Plaza
P.O. Box 5042
Woodbridge, New Jersey 07095
Telecopy No.: (732) 750-5351
Telephone No.: (732) 750-5300
Attention: Executive Director

or if to the Purchaser, addressed to it at:

[Name of Purchaser]

Attention:
Telephone:
Facsimile:
E-Mail:

or if to the Trustee, addressed to it at:

The Bank of New York Mellon
385 Rifle Camp Road
West Patterson, New Jersey 07424
Telecopy No.: (973) 357-7840
Telephone No.: (973) 357-7833
Attention: Corporate Trust

or as to each party at such other address as shall be designated by such party in a written notice to the other parties.

Any notice or other communication shall be sufficiently given and shall be deemed given when delivered to the addressee in writing or when given by telephone immediately confirmed in writing by tested telex, telecopier or other telecommunication device.

Section 9.05. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 9.06. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND TOGETHER WITH ANY DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE

LAWS OF THE STATE OF NEW JERSEY AND APPLICABLE FEDERAL LAW, WITHOUT REGARD TO CHOICE OF LAW RULES.

Section 9.07. Consent to Jurisdiction, Venue and Service of Process. The Authority and the Purchaser, irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought and filed in, and be subject to the exclusive jurisdiction of, the courts of the State of New Jersey or the United States District Courts for the State of New Jersey, (b) consent to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Authority and the Purchaser also irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the respective address set forth for such party in Section 9.04. The Authority and the Purchaser agree that a final judgment in any suit, action or proceeding shall be conclusive and may be enforced in appropriate jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section 9.07 shall be by certified mail, return receipt requested.

Nothing in this Section 9.07 shall affect the right of the Purchaser to serve legal process in any other manner permitted by law or affect the right of the Purchaser to bring any suit, action or proceeding against the Authority or its property in the courts of any other jurisdiction.

Section 9.08. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Agreement.

Section 9.09. Successors and Assigns. (a) (i) This Agreement is a continuing obligation and shall be binding upon and inure to the benefit of the Authority, the Purchaser and their respective successors, endorsees and assigns; provided, that, the Authority shall not assign, transfer or delegate all or any portion of its rights or obligations hereunder or under the other Related Documents without the prior written consent of the Purchaser. The Purchaser may from time to time and without the consent of the Authority or any other Person assign, sell or transfer in whole or in part, this Agreement and any of its rights or interests hereunder and all or any part of its interest in the Series 2020 D Bonds and the Related Documents.

(ii) Any successor to, or assignee of, _____, as the initial Purchaser, shall give written notice to the Authority and the Trustee identifying the assignee or successor as the Purchaser for all purposes of this Agreement and the other Related Documents. Insofar as the successor Purchaser is not the sole Owner of the Bonds, the group of Owners then owning a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding shall give notice to the Authority and the Trustee that they constitute the Purchaser as herein defined and, provided any such notice on its face establishes the requisite ownership of a majority of the aggregate principal amount of the Series 2020 D Bonds then Outstanding by the Owners identified therein, such Owners shall thereupon constitute the Purchaser and shall succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser in this Agreement

and each of the other Related Documents. The predecessor Purchaser shall be discharged from its duties and obligations hereunder, provided that the predecessor Purchaser shall continue to be entitled to the benefits of Article II and Sections 8.03, 8.04 and 9.13 and of each other provision of any Related Document granting a right of payment or reimbursement in favor of the Purchaser.

(iii) The Purchaser may designate any nominee, designee or agent to act for and in the name of the Purchaser by written notice to the Authority and the Trustee and any such duly designated nominee, designee or agent shall thereupon be empowered to act for and on behalf of the Purchaser and exercise the rights, powers, privileges and responsibilities of the Purchaser in this Agreement and each of the other Related Documents.

(b) **Certain Pledges.** The Purchaser may at any time, without notice to, or any requirement to seek the consent of, the Authority, pledge or grant a security interest in all or any portion of its rights under the Series 2020 D Bonds, this Agreement and the other Related Documents (including without limitation rights to payment under the Series 2020 D Bonds and this Agreement) to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

(c) **Participations.** The Authority acknowledges and agrees that the Purchaser shall have the right to grant participations in all or a portion of the Purchaser's interest in the Series 2020 D Bonds, this Agreement and the other Related Documents to one or more other banking institutions, and such participants shall, except as set forth in the following clause (ii), be entitled to the benefits of this Agreement and the Related Documents to the same extent as if they were a direct party to this Agreement; provided, however, that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Series 2020 D Bonds and the other Related Documents and no such participant shall be entitled to enforce against the Authority any provision hereunder. The Authority agrees to provide to the Purchaser, promptly upon request, a copy of the most recent financial information concerning the Authority in connection with any such participation or prospective participation. The Purchaser may disclose to any participants or prospective participants any information or other data or material in the Purchaser's possession relating to this Agreement, the Series 2020 D Bonds or any other Related Document, without the consent of or notice to the Authority. The Authority further acknowledges and agrees that upon any such participation the participants will become owners of a pro rata portion of the participated obligations and the Authority waives any right of setoff it may at any time have against the Purchaser or any participant with regard to the participated obligations.

Section 9.10. Counterparts; Complete and Controlling Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Related Documents completely set forth the agreements

between the Purchaser and the Authority and supersede all prior and contemporaneous understandings, agreements and contracts, both written and oral, between the Purchaser and the Authority relating to the issuance, sale and purchase of the Series 2020 D Bonds and all matters set forth herein and in the Related Documents.

Section 9.11. Waiver of Rule of Construction. The Authority hereby waives any and all provisions of law to the effect that an ambiguity in a contract or agreement should be interpreted against the party responsible for its drafting.

Section 9.12. WAIVER OF JURY TRIAL. THE AUTHORITY AND THE PURCHASER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTER-CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE AUTHORITY OR THE PURCHASER. THE AUTHORITY ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PURCHASER ENTERING INTO THIS AGREEMENT AND PURCHASING THE SERIES 2020 D BONDS. THE AUTHORITY REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

Section 9.13. Payments Set Aside. To the extent that any payment by or on behalf of the Authority is made to the Purchaser, or the Purchaser exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Purchaser in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 9.14. Usury. If, notwithstanding the application of Section 204(f) of the Certificate of Determination, Applicable Law shall be interpreted by a court of competent jurisdiction to render usurious any amount or amounts payable to the Purchaser under this Agreement or under the Series 2020 D Bonds, or contracted for, charged or received by the Purchaser with respect to the obligations of the Authority hereunder or under the Series 2020 D Bonds, or if any acceleration or optional or extraordinary prepayment results in the Authority having paid any interest (or other amounts construed under Applicable Law to be interest) in excess of that permitted by Applicable Law, then it is the Purchaser's express intent that all excess amounts theretofore collected by the Purchaser shall be credited against the principal balance of the Authority's obligations to the Purchaser and the provisions of this Agreement and the other Related Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder modified, without the necessity of the execution of any new documents, so as to comply with the Applicable Law, but so as to permit the recovery of the fullest amount

otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to the Purchaser, which may be characterized as interest under Applicable Law shall, to the extent permitted thereby, be amortized, prorated, allocated, and spread throughout the full stated term of the Series 2020 D Bonds or other obligations of the Authority until payment in full so that the rate or amount of interest on account of such obligations does not exceed the Maximum Lawful Rate from time to time in effect and applicable to such obligations for so long as the obligations are outstanding.

Section 9.15. Electronic Signature; Electronically Signed Document. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. The parties agree that the electronic signature of a party to this Agreement (or any amendment or supplement of this Agreement) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Section 9.16. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Authority acknowledges and agrees that: (a) (i) the arranging, structuring and other services regarding this Agreement provided by the Purchaser and any of its Affiliates are arm’s-length commercial transactions between the Authority, on the one hand, and the Purchaser and its Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Purchaser and each of its Affiliates is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Authority or any other Person and (ii) neither the Purchaser nor any of its Affiliates has any obligation to the Authority with respect to the Transactions, except those obligations expressly set forth herein; and (c) the Purchaser and each of its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and neither the Purchaser nor any of its Affiliates has any obligation to disclose any of such interests to the Authority. To the fullest extent permitted by Applicable Law, the Authority hereby waives and releases any claims that it may have against the Purchaser and each of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.17. Extension. At any time not earlier than one hundred fifty (150) days, and not later than one hundred twenty (120) days, prior to the Mandatory Tender Date (as such date may be extended in accordance with the terms of this Section 9.17), the Authority may by written notice to the Purchaser request that the Mandatory Tender Date and the term of this Agreement be extended on terms and conditions to be mutually agreed to by the Authority and the Purchaser. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Purchaser shall have consented thereto in writing within sixty (60) days of the Purchaser's receipt of such written notice. The Purchaser's consent shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Purchaser and its counsel. The Purchaser's failure to so respond to a requested extension of the Mandatory Tender Date shall constitute the Purchaser's denial of such request. If the Mandatory Tender Date is extended, the Authority shall, except as otherwise agreed to in writing by the Purchaser, be deemed to have made the representations and warranties contained herein on and as of the date on which the Mandatory Tender Date is so extended.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Bondholder Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

NEW JERSEY TURNPIKE AUTHORITY

By: _____
JOHN M. KELLER
Executive Director

[NAME OF PURCHASER]

By: _____
Name:
Title:

EXHIBIT A
COMPLIANCE WITH LAW DISCLOSURES

None

SCHEDULE 4.09

SCHEDULE 4.19

As of the date of this Agreement, several bills pertaining to the Authority have been introduced in the New Jersey State Legislature during the current legislative session, which ends in December 2017. The bills are in various stages of consideration. In their present forms, these bills would require, among other things, that the Authority lower or suspend tolls or charges in certain circumstances or under certain conditions, that the Authority alter the way it displays toll information at each collection point on the New Jersey Turnpike and the Garden State Parkway and that the Authority make business decisions that could affect revenues and expenses. These bills, if enacted in their present forms, could have a material impact upon the Authority and its operations. The Authority is unable to predict whether or not the current pending bills will be enacted into law.

SCHEDULE 4.20

The Authority continues with the remediation of environmental contamination resulting from historical discharges from underground storage tanks located at the service areas, maintenance districts and interchanges along the New Jersey Turnpike. Progress is being made in addressing the contamination and No Further Action letters or Response Action Outcomes (“RAOs”) have been achieved at several locations.

In the late 1980’s, the New Jersey Department of Environmental Protection (the “NJDEP”) determined that residues from the processing of chromium ore were distributed as fill material on construction projects throughout Hudson County, New Jersey, and in surrounding environs. The contaminant levels at certain sites receiving chromium ore processing residue exceed the currently established standards. Seven sites owned or controlled by the Authority are included on the NJDEP’s list of sites containing contamination from chromium ore processing residue above the currently established levels.

In May 2005, the NJDEP instituted litigation against the three firms which had generated the chromium ore processing residue. The Authority was not named as a defendant in such litigation by the NJDEP. In March 2006, the Authority was named as a third party defendant by one of the firms as a result of the Authority’s ownership of certain parcels impacted by the residue. The Authority is working with the NJDEP to remediate conditions at three affected sites with the understanding that, by doing so, it will not have any responsibility for any additional sites. The approximate cost to complete the remediation of the three sites is estimated to be approximately \$17 million over a 30 year period. Remediation of one site has been completed and a RAO was submitted to the NJDEP in March of 2015 to close the site. Remediation work is ongoing at the remaining two chrome sites.

Remediation of environmental contamination continues on the Garden State Parkway resulting from the operation of service areas, toll plazas, maintenance districts, communication towers and State Police barracks along the Parkway. Reported petroleum discharges at these facilities along the Parkway have resulted in the assignment of case numbers by the NJDEP to the facilities, and issuance of directives by the NJDEP to address specific environmental concerns at the sites.

No Further Action letters or ROAs have been achieved at several locations. However, a number of sites still require further remedial investigation. Additionally, a number of facilities have active soil and groundwater remediation systems in operation. These systems will be in operation for the foreseeable future and will necessitate periodic monitoring, sampling and maintenance under directives issued by the NJDEP.

With respect to the Turnpike System generally, soil contamination, groundwater contamination and/or solid waste found on off-site properties, Authority properties, and properties for which the Authority has assumed remediation responsibility, as well as waterway contamination that is alleged to have resulted from operations conducted at Parkway facilities, have resulted in claims against the Authority and may lead to additional claims in the future. Claims for reimbursement of remediation costs and other alleged damages have been asserted or

may be forthcoming from other parties responsible for undertaking remediation activities at these properties. As a result, it may be necessary for the Authority to undertake, fund or reimburse others for remediation activities at these properties. The Authority believes the ultimate resolution of these claims will not have a material adverse impact on the financial position of the Authority. As to environmental regulatory compliance expenditures, such costs are also not expected to have a material adverse impact on the financial position of the Authority.

APPENDIX 3

State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51’s political contribution restrictions by expanding the definition of “business entity” to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Appendix are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Appendix, the following shall be defined as follows:

a) “**Contribution**” – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, *N.J.S.A.* 19:44A-1 *et seq.*, and implementing regulations set forth at *N.J.A.C.* 19:25-7 and *N.J.A.C.* 19:25-10.1 *et seq.*, made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) “**Business Entity**” – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation’s stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse, civil union partner or child, residing in the same household, except for contributions by spouses,

civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the

Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of *N.J.S.A.* 19:44A-3(n) and *N.J.A.C.* 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will prepare the Bondholder Agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

Once approved by the State Treasurer, a Business Entity’s Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.