

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION
AMBAC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Ambac Assurance Corporation. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$30,801,900, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2031
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32807

NYA 598484.3

Fixed Rate Payer Payment Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Friday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Weighted

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Ambac Assurance Corporation and the address for notices or communications to the Insurer is:

Address: Ambac Assurance Corporation
One State Street Plaza, 15th Floor
New York, New York 10004

Attention: Jeffrey Fried
Telephone: (212) 668-0340
Email: jfried@ambac.com

5. *Account Details.*

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32807

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2011	0.00
7/1/2012	0.00
7/1/2013	0.00
7/1/2014	0.00
7/1/2015	0.00
7/1/2016	0.00
7/15/2017	3,702,064.00
7/1/2018	0.00
7/1/2019	0.00
7/15/2020	12,455,710.00
7/1/2021	0.00
7/1/2022	0.00
7/1/2023	0.00
7/1/2024	0.00
7/1/2025	0.00
7/15/2026	2,771,989.00
7/15/2027	7,622,969.00
7/15/2028	3,200,553.00
7/1/2029	0.00
7/15/2030	218,841.00
7/1/2031	829,774.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION
FSA INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Financial Security Assurance Inc. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$35,479,629, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2028
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32808

Fixed Rate Payer Payment Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Thursday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Weighted

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Financial Security Assurance Inc., or any successor thereto, and the address for notices or communications to the Insurer is:

Address: Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022

Attention: Managing Director - Surveillance
Telephone: (212) 826-0100
Telecopier: (212) 339-3556

5. *Account Details.*

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32808

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2011	0.00
7/1/2012	0.00
7/1/2013	0.00
7/15/2014	510,629.00
7/15/2015	2,844,936.00
7/15/2016	7,641,205.00
7/15/2017	3,282,618.00
7/15/2018	5,854,002.00
7/1/2019	0.00
7/1/2020	0.00
7/15/2021	902,721.00
7/15/2022	10,103,167.00
7/1/2023	0.00
7/1/2024	0.00
7/15/2025	227,959.00
7/15/2026	2,863,172.00
7/15/2027	465,039.00
7/1/2028	784,181.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

FGIC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Financial Guaranty Insurance Company. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$36,473,530, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	January 1, 2025
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32809

Fixed Rate Payer Payment Dates:	Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Fixed Rate Payer Period End Dates:	Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.
Fixed Rate:	3.36%
Fixed Rate Day Count Fraction:	30/360
FLOATING AMOUNTS:	
Floating Rate Payer:	Party A
Floating Rate Payer Payment Dates:	Monthly on the fifteenth (15 th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Floating Rate Payer Period End Dates:	Monthly on the fifteenth (15 th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.
Floating Rate Option:	65% of USD-LIBOR-BBA
Designated Maturity:	One month
Floating Rate Day Count Fraction:	Actual/360
Floating Rate Reset Dates:	The Effective Date and each Wednesday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.
Floating Rate Method of Averaging:	Weighted
Business Days:	New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Financial Guaranty Insurance Company and the address for notices or communications to the Insurer is:

Address: Financial Guaranty Insurance Company
125 Park Avenue
New York, NY 10017

Attention: Harvey Zachem
Telephone: (212) 312-3393
Email: harvey.zachem@ge.com

5. ***Account Details.***

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32809

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
1/1/2011	0.00
1/1/2012	0.00
1/1/2013	0.00
1/15/2014	246,195.00
1/1/2015	0.00
1/1/2016	0.00
1/15/2017	1,276,574.00
1/15/2018	2,033,398.00
1/15/2019	866,246.00
1/15/2020	939,193.00
1/15/2021	957,429.00
1/15/2022	984,786.00
1/15/2023	4,714,204.00
1/15/2024	12,975,460.00
1/1/2025	11,480,045.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION
AMBAC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Ambac Assurance Corporation. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$30,801,900, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2031
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32811

NYA 598485.3

Fixed Rate Payer Payment Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Monday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Weighted

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Ambac Assurance Corporation and the address for notices or communications to the Insurer is:

Address: Ambac Assurance Corporation
One State Street Plaza, 15th Floor
New York, New York 10004

Attention: Jeffrey Fried
Telephone: (212) 668-0340
Email: jfried@ambac.com

5. *Account Details.*

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32811

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

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Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2011	0.00
7/1/2012	0.00
7/1/2013	0.00
7/1/2014	0.00
7/1/2015	0.00
7/1/2016	0.00
7/15/2017	3,702,064.00
7/1/2018	0.00
7/1/2019	0.00
7/15/2020	12,455,710.00
7/1/2021	0.00
7/1/2022	0.00
7/1/2023	0.00
7/1/2024	0.00
7/1/2025	0.00
7/15/2026	2,771,989.00
7/15/2027	7,622,969.00
7/15/2028	3,200,553.00
7/1/2029	0.00
7/15/2030	218,841.00
7/1/2031	829,774.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

AMBAC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

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1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Ambac Assurance Corporation. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$30,619,531, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	January 1, 2031
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32812

NYA 598486.3

Fixed Rate Payer Payment Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Tuesday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Weighted

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Ambac Assurance Corporation and the address for notices or communications to the Insurer is:

Address: Ambac Assurance Corporation
One State Street Plaza, 15th Floor
New York, New York 10004

Attention: Jeffrey Fried
Telephone: (212) 668-0340
Email: jfried@ambac.com

5. *Account Details.*

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32812

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
1/1/2011	0.00
1/1/2012	0.00
1/1/2013	0.00
1/1/2014	0.00
1/1/2015	0.00
1/1/2016	0.00
1/1/2017	0.00
1/15/2018	3,574,406.00
1/15/2019	10,030,220.00
1/15/2020	3,045,541.00
1/1/2021	0.00
1/1/2022	0.00
1/1/2023	0.00
1/1/2024	0.00
1/1/2025	0.00
1/15/2026	13,422,260.00
1/1/2027	0.00
1/1/2028	0.00
1/1/2029	0.00
1/1/2030	0.00
1/1/2031	547,104.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

FSA INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Financial Security Assurance Inc. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$35,479,629, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2028
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32814

NYA 598488.3

Fixed Rate Payer Payment Dates: On the dates set forth in Annex I hereto, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: On the dates set forth in Annex I hereto. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: May 9, 2003 and every 35th day thereafter, terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: May 9, 2003 and every 35th day thereafter, terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Floating Rate Payer Period End Date thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Inapplicable

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Financial Security Assurance Inc., or any successor thereto, and the address for notices or communications to the Insurer is:

Address: Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022

Attention: Managing Director - Surveillance
Telephone: (212) 826-0100
Telecopier: (212) 339-3556

5. *Account Details.*

Payments to Party A:

Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32814

Payments to Party B:

The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2003	0.00
1/1/2004	0.00
7/1/2004	0.00
1/1/2005	0.00
7/1/2005	0.00
1/1/2006	0.00
7/1/2006	0.00
1/1/2007	0.00
7/1/2007	0.00
1/1/2008	0.00
7/1/2008	0.00
1/1/2009	0.00
7/1/2009	0.00
1/1/2010	0.00
7/1/2010	0.00
1/1/2011	0.00
7/1/2011	0.00
1/1/2012	0.00
7/1/2012	0.00
1/1/2013	0.00
7/1/2013	0.00
1/1/2014	0.00
7/25/2014	510,629.00
1/1/2015	0.00
7/10/2015	2,844,936.00
1/1/2016	0.00
7/29/2016	7,641,205.00
1/1/2017	0.00
7/14/2017	3,282,618.00
1/1/2018	0.00
8/3/2018	5,854,002.00
1/1/2019	0.00
7/1/2019	0.00
1/1/2020	0.00
7/1/2020	0.00
1/1/2021	0.00
7/23/2021	902,721.00
1/1/2022	0.00
7/8/2022	10,103,167.00
1/1/2023	0.00
7/1/2023	0.00
1/1/2024	0.00
7/1/2024	0.00
1/1/2025	0.00
8/1/2025	227,959.00

1/1/2026	0.00
7/1/2026	2,863,172.00
1/1/2027	0.00
7/1/2027	465,039.00
1/1/2028	0.00
7/1/2028	784,181.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

FSA INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Financial Security Assurance Inc. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$35,552,573, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2028
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32815

NYA 598491.3

Fixed Rate Payer Payment Dates: On the dates set forth in Annex I hereto, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: On the dates set forth in Annex I hereto. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: May 23, 2003 and every 35th day thereafter, terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: May 23, 2003 and every 35th day thereafter, terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Floating Rate Payer Period End Date thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Inapplicable

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Financial Security Assurance Inc., or any successor thereto, and the address for notices or communications to the Insurer is:

Address: Financial Security Assurance Inc.
350 Park Avenue
New York, NY 10022

Attention: Managing Director - Surveillance
Telephone: (212) 826-0100
Telecopier: (212) 339-3556

5. **Account Details.**

Payments to Party A:

Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32815

Payments to Party B:

The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recept AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2003	0.00
1/1/2004	0.00
7/1/2004	0.00
1/1/2005	0.00
7/1/2005	0.00
1/1/2006	0.00
7/1/2006	0.00
1/1/2007	0.00
7/1/2007	0.00
1/1/2008	0.00
7/1/2008	0.00
1/1/2009	0.00
7/1/2009	0.00
1/1/2010	0.00
7/1/2010	0.00
1/1/2011	0.00
7/1/2011	0.00
1/1/2012	0.00
7/1/2012	0.00
1/1/2013	0.00
7/1/2013	0.00
1/1/2014	0.00
7/7/2014	510,629.00
1/1/2015	0.00
7/24/2015	2,854,054.00
1/1/2016	0.00
7/8/2016	7,659,441.00
1/1/2017	0.00
7/28/2017	3,291,736.00
1/1/2018	0.00
7/13/2018	5,863,120.00
1/1/2019	0.00
7/1/2019	0.00
1/1/2020	0.00
7/1/2020	0.00
1/1/2021	0.00
7/2/2021	911,839.00
1/1/2022	0.00
7/22/2022	10,103,167.00
1/1/2023	0.00
7/1/2023	0.00
1/1/2024	0.00
7/1/2024	0.00
1/1/2025	0.00
7/11/2025	227,959.00

1/1/2026	0.00
7/31/2026	2,863,172.00
1/1/2027	0.00
7/16/2027	483,275.00
1/1/2028	0.00
7/1/2028	784,181.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

XL CAPITAL INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by XL Capital Assurance Inc. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$29,178,824, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2014
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32816

NYA 598494.3

Fixed Rate Payer Payment Dates: On the dates set forth in Annex I hereto, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: On the dates set forth in Annex I hereto. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: May 30, 2003 and every 35th day thereafter, terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: May 30, 2003 and every 35th day thereafter, terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Floating Rate Payer Period End Date thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Inapplicable

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is XL Capital Assurance Inc. and the address for notices or communications to the Insurer is:

Address: XL Capital Assurance Inc.
1221 Avenue of the Americas, 31st Floor
New York, NY 10020

Attention: Scott Beinhacker
Telephone: (212) 478- 3434
Email: sbeinhacker@xlca.com

5. *Account Details.*

Payments to Party A:

Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32816

Payments to Party B:

The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2003	0.00
1/1/2004	0.00
7/1/2004	0.00
1/1/2005	0.00
7/1/2005	0.00
1/1/2006	0.00
7/1/2006	0.00
1/1/2007	0.00
7/1/2007	0.00
1/1/2008	0.00
7/1/2008	0.00
1/1/2009	0.00
7/1/2009	0.00
1/1/2010	0.00
7/1/2010	0.00
1/1/2011	0.00
7/1/2011	0.00
1/1/2012	0.00
7/1/2012	0.00
1/1/2013	0.00
7/1/2013	0.00
1/1/2014	0.00
7/1/2014	29,178,824.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

AMBAC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Ambac Assurance Corporation. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$30,865,726, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	July 1, 2031
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32817

NYA 598492.3

Fixed Rate Payer Payment Dates: On the dates set forth in Annex I hereto, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: On the dates set forth in Annex I hereto. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: May 16, 2003 and every 35th day thereafter, terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: May 16, 2003 and every 35th day thereafter, terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Floating Rate Payer Period End Date thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date

Floating Rate Method of Averaging: Inapplicable

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Ambac Assurance Corporation and the address for notices or communications to the Insurer is:

Address: Ambac Assurance Corporation
One State Street Plaza, 15th Floor
New York, New York 10004

Attention: Jeffrey Fried
Telephone: (212) 668-0340
Email: jfried@ambac.com

5. **Account Details.**

Payments to Party A:

Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32817

Payments to Party B:

The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2003	0.00
1/1/2004	0.00
7/1/2004	0.00
1/1/2005	0.00
7/1/2005	0.00
1/1/2006	0.00
7/1/2006	0.00
1/1/2007	0.00
7/1/2007	0.00
1/1/2008	0.00
7/1/2008	0.00
1/1/2009	0.00
7/1/2009	0.00
1/1/2010	0.00
7/1/2010	0.00
1/1/2011	0.00
7/1/2011	0.00
1/1/2012	0.00
7/1/2012	0.00
1/1/2013	0.00
7/1/2013	0.00
1/1/2014	0.00
7/1/2014	0.00
1/1/2015	0.00
7/1/2015	0.00
1/1/2016	0.00
7/1/2016	0.00
1/1/2017	0.00
7/21/2017	3,720,300.00
1/1/2018	0.00
7/1/2018	0.00
1/1/2019	0.00
7/1/2019	0.00
1/1/2020	0.00
7/10/2020	12,455,710.00
1/1/2021	0.00
7/1/2021	0.00
1/1/2022	0.00
7/1/2022	0.00
1/1/2023	0.00
7/1/2023	0.00
1/1/2024	0.00
7/1/2024	0.00
1/1/2025	0.00
7/1/2025	0.00

1/1/2026	0.00
7/24/2026	2,790,225.00
1/1/2027	0.00
7/9/2027	7,641,205.00
1/1/2028	0.00
7/28/2028	3,209,671.00
1/1/2029	0.00
7/1/2029	0.00
1/1/2030	0.00
8/2/2030	218,841.00
1/1/2031	0.00
7/1/2031	829,774.00

Execution Copy

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION

FGIC INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by Financial Guaranty Insurance Company. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$36,519,129, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	January 1, 2025
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32818

NYA 598493.3

Fixed Rate Payer Payment Dates: On the dates set forth in Annex I hereto, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: On the dates set forth in Annex I hereto. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: June 6, 2003 and every 35th day thereafter, terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: June 6, 2003 and every 35th day thereafter, terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Floating Rate Payer Period End Date thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Inapplicable

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is Financial Guaranty Insurance Company and the address for notices or communications to the Insurer is:

Address: Financial Guaranty Insurance Company
125 Park Avenue
New York, NY 10017

Attention: Harvey Zachem
Telephone: (212) 312-3393
Email: harvey.zachem@ge.com

5. **Account Details.**

Payments to Party A:

Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32818

Payments to Party B:

The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
7/1/2003	0.00
1/1/2004	0.00
7/1/2004	0.00
1/1/2005	0.00
7/1/2005	0.00
1/1/2006	0.00
7/1/2006	0.00
1/1/2007	0.00
7/1/2007	0.00
1/1/2008	0.00
7/1/2008	0.00
1/1/2009	0.00
7/1/2009	0.00
1/1/2010	0.00
7/1/2010	0.00
1/1/2011	0.00
7/1/2011	0.00
1/1/2012	0.00
7/1/2012	0.00
1/1/2013	0.00
7/1/2013	0.00
1/24/2014	255,316.00
7/1/2014	0.00
1/1/2015	0.00
7/1/2015	0.00
1/1/2016	0.00
7/1/2016	0.00
1/13/2017	1,285,692.00
7/1/2017	0.00
2/2/2018	2,042,519.00
7/1/2018	0.00
1/18/2019	866,246.00
7/1/2019	0.00
1/3/2020	939,193.00
7/1/2020	0.00
1/22/2021	966,550.00
7/1/2021	0.00
1/7/2022	984,786.00
7/1/2022	0.00
1/27/2023	4,714,204.00
7/1/2023	0.00
1/12/2024	12,975,460.00
7/1/2024	0.00
1/1/2025	11,489,163.00

Citibank, N.A.
333 West 34th Street, 2nd Floor
New York, NY 10001



March 27, 2003

CONFIRMATION
CIFG INSURED TRANSACTION

Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

Attn: Chief Financial Officer
Tel: 518-257-3000
Fax: 518-257-3100

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A., New York ("Party A") and Dormitory Authority of the State of New York ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement specified below and it is therefore subject to the special provisions of the Master Agreement which apply to Insured Transactions.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

1. This Confirmation shall supplement, form a part of, and be subject to, the Master Agreement, dated as of March 27, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B and insured by CIFG North America, Inc. All provisions contained in such Agreement will govern this Confirmation except as expressly modified below.

2. The terms of the Transaction to which this Confirmation relates are as follows:

Notional Amount:	\$18,227,647, reducing on the dates and in the amounts set forth in Annex I hereto.
Trade Date:	March 27, 2003
Effective Date:	April 10, 2003
Termination Date:	January 1, 2031
FIXED AMOUNTS:	
Fixed Rate Payer:	Party B

REF: 32810

Fixed Rate Payer Payment Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer Period End Dates: Semiannually on each January 15 and July 15, commencing on July 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 3.36%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payer Payment Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Monthly on the fifteenth (15th) of each calendar month, commencing on May 15, 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: 65% of USD-LIBOR-BBA

Designated Maturity: One month

Floating Rate Day Count Fraction: Actual/360

Floating Rate Reset Dates: The Effective Date and each Thursday thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Business Day prior to such Reset Date.

Floating Rate Method of Averaging: Weighted

Business Days: New York

3. **Issuance of Bonds.** Notwithstanding anything contained herein or in the Agreement to the contrary, the parties shall have no rights or obligations with respect to this Transaction, and the representations of the parties contained herein (other than the representation being made in the following sentence) and in the Agreement shall not be deemed to be made until the \$959,600,000 Dormitory Authority of the State of New York – City University System Consolidated Revenue Bonds, Series 2003 (the “Bonds”) have been duly issued by Party B and in the event that the Bonds are not issued on or prior to the Effective Date, this Transaction shall automatically terminate and shall be of no further force or effect and the parties shall have no further obligations hereunder. Party B represents and warrants that it intends and expects to issue the Bonds and acknowledges that Party A is entering into this Transaction in reliance upon such representation.

4. The Insurer for the Transaction described in this Confirmation is CIFG North America, Inc. and the address for notices or communications to the Insurer is:

Address: CDC IXIS Financial Guaranty North America, Inc.
825 Third Avenue, 6th Floor

New York, NY 10022

Attention: Steve Klein
Telephone: (212) 909-3927
Email: s.klein@cifg.com

5. *Account Details.*

Payments to Party A: Citibank, N.A. New York
ABA # 021000089
Account No. 00167679
Financial Futures
Reference: 32810

Payments to Party B: The Bank of New York
ABA # 021 000 018
GLA # 111-565
AC # 101065
AC Name: DASNY CUNY SWAP Recpt AC
ATTN: S. Vaccarello

If you have any questions regarding this letter agreement, please contact the Swap Operations Department in New York at 212-615-8606.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Authorized Signatory:
Name:

Accepted and confirmed as of the
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: _____
Authorized Signatory:
Name:

ANNEX I
to Confirmation, dated March 27, 2003,
between Citibank, N.A., New York
and Dormitory Authority of the State of New York

<u>Reduction Date</u>	<u>Notional Reduction Amount (\$)</u>
1/1/2011	0.00
1/1/2012	0.00
1/1/2013	0.00
1/1/2014	0.00
1/1/2015	0.00
1/1/2016	0.00
1/1/2017	0.00
1/1/2018	0.00
1/1/2019	0.00
1/1/2020	0.00
1/1/2021	0.00
1/1/2022	0.00
1/1/2023	0.00
1/1/2024	0.00
1/1/2025	0.00
1/1/2026	0.00
1/1/2027	0.00
1/1/2028	0.00
1/15/2029	6,939,089.00
1/15/2030	8,379,793.00
1/1/2031	2,908,765.00