

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334889  
Summit ID: 473533D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$16,940,392, 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
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 35<sup>th</sup> 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 35<sup>th</sup> 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: JPMorgan Chase

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ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

---

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	16,940,392.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334772  
Summit ID: 473517D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$20,598,457, 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

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<sup>th</sup>) 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<sup>th</sup>) 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: JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	296,457.00
7/15/2015	1,651,688.00
7/15/2016	4,436,265.00
7/15/2017	1,905,794.00
7/15/2018	3,398,666.00
7/1/2019	0.00
7/1/2020	0.00
7/15/2021	524,093.00
7/15/2022	5,865,611.00
7/1/2023	0.00
7/15/2024	0.00
7/15/2025	132,347.00
7/15/2026	1,662,276.00
7/15/2027	269,987.00
7/1/2028	455,273.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334355  
Summit ID: 473515D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$20,598,457, 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
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 35<sup>th</sup> 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 35<sup>th</sup> 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: JPMorgan Chase

ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

---

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	296,457.00
1/1/2015	0.00
7/10/2015	1,651,688.00
1/1/2016	0.00
7/29/2016	4,436,265.00
1/1/2017	0.00
7/14/2017	1,905,794.00
1/1/2018	0.00
8/3/2018	3,398,666.00
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	524,093.00
1/1/2022	0.00
7/8/2022	5,865,611.00
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	132,347.00

7/17/2026	1,662,276.00
1/1/2027	0.00
7/2/2027	269,987.00
1/1/2028	0.00
7/1/2028	455,273.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334729  
Summit ID: 473519D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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: \$20,640,809, 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

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 35<sup>th</sup> 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 35<sup>th</sup> 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: JPMorgan Chase

ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	296,457.00
1/1/2015	0.00
7/24/2015	1,656,982.00
1/1/2016	0.00
7/8/2016	4,446,853.00
1/1/2017	0.00
7/28/2017	1,911,088.00
1/1/2018	0.00
7/13/2018	3,403,960.00
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	529,387.00
1/1/2022	0.00
7/22/2022	5,865,611.00
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	132,347.00

1/1/2026	0.00
7/31/2026	1,662,276.00
1/1/2027	0.00
7/16/2027	280,575.00
1/1/2028	0.00
7/1/2028	455,273.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334362  
Summit ID: 473521D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$17,882,700, 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

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 <sup>th</sup> ) 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 <sup>th</sup> ) 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: JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	2,149,312.00
7/1/2018	0.00
7/1/2019	0.00
7/15/2020	7,231,430.00
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	1,609,337.00
7/15/2027	4,425,677.00
7/15/2028	1,858,149.00
7/1/2029	0.00
7/15/2030	127,053.00
7/1/2031	481,742.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334365  
Summit ID: 473523D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$17,882,700, 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

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<sup>th</sup>) 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<sup>th</sup>) 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: JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	2,149,312.00
7/1/2018	0.00
7/1/2019	0.00
7/15/2020	7,231,430.00
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	1,609,337.00
7/15/2027	4,425,677.00
7/15/2028	1,858,149.00
7/1/2029	0.00
7/15/2030	127,053.00
7/1/2031	481,742.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334838  
Summit ID: 473525D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$17,919,758, 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
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 35<sup>th</sup> 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 35<sup>th</sup> 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: JPMorgan Chase

ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	2,159,900.00
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	7,231,430.00
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

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1/1/2026	0.00
7/24/2026	1,619,925.00
1/1/2026	0.00
7/9/2027	4,436,265.00
1/1/2026	0.00
7/28/2028	1,863,443.00
1/1/2026	0.00
7/1/2029	0.00
1/1/2026	0.00
8/2/2030	127,053.00
1/1/2026	0.00
7/1/2031	481,742.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334369  
Summit ID: 473527D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$17,776,823, 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

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<sup>th</sup>) 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<sup>th</sup>) 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: JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	2,075,198.00
1/15/2019	5,823,260.00
1/15/2020	1,768,153.00
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	7,792,580.00
1/1/2027	0.00
1/1/2028	0.00
1/1/2029	0.00
1/1/2030	0.00
1/1/2031	317,632.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334370  
Summit ID: 473529D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$21,175,490, 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

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<sup>th</sup>) 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<sup>th</sup>) 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: JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_

Name:

Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_

Name:

Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	142,935.00
1/1/2015	0.00
1/1/2016	0.00
1/15/2017	741,142.00
1/15/2018	1,180,534.00
1/15/2019	502,918.00
1/15/2020	545,269.00
1/15/2021	555,857.00
1/15/2022	571,738.00
1/15/2023	2,736,932.00
1/15/2024	7,533,180.00
1/15/2025	6,664,985.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334868  
Summit ID: 473531D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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:	\$21,201,957, 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
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 35<sup>th</sup> 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 35<sup>th</sup> 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: JPMorgan Chase Bank N.A., New York

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ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
Name:  
Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	148,228.00
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	746,436.00
7/1/2018	0.00
2/2/2018	1,185,827.00
7/1/2018	0.00
1/18/2019	502,918.00
7/1/2020	0.00
1/3/2020	545,269.00
7/1/2021	0.00
1/22/2021	561,150.00
7/1/2022	0.00
1/7/2022	571,738.00
7/1/2023	0.00
1/27/2023	2,736,932.00
7/1/2024	0.00
1/12/2024	7,533,180.00
7/1/2025	0.00
1/1/2025	6,670,279.00

# LEHMAN BROTHERS

Execution Copy

March 27, 2003

## CONFIRMATION

## TRANSACTION

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

Global ID: 334372  
Summit ID: 473535D

Ladies and Gentlemen:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Lehman Brothers Derivative Products Inc. ("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: \$10,582,451, 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

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<sup>th</sup>) 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<sup>th</sup>) 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:

JPMorgan Chase  
ABA No. 021 000 021  
A/C of Lehman Brothers Derivative Products Inc.  
A/C No. 066-902622

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

6. Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

By: \_\_\_\_\_

Name:

Title:

Accepted and confirmed as of the  
Trade Date:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: \_\_\_\_\_

Name:

Title:

ANNEX I  
to Confirmation, dated March 27, 2003,  
between Lehman Brothers Derivative Products Inc.  
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	4,028,637.00
1/15/2030	4,865,069.00
1/1/2031	1,688,745.00