

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



December 1, 2004

Transaction

New York State Urban Development Corporation
633 Third Avenue
New York, NY 10017
Attention: Chief Financial Officer

Ladies and Gentlemen:

The purpose of this letter agreement is to confirm the terms and conditions of the transaction (the "Transaction") entered into between Citibank, N.A., New York. ("Party A") and New York State Urban Development Corporation ("Party B") on the Trade Date specified below.

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 December 1, 2004, between Party A and Party B (including the Schedule thereto, the "Master Agreement"). All provisions contained in the Agreement will govern this Confirmation except as expressly modified below.

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

Notional Amount: USD 75,075,000, reducing on the dates and in the amounts set forth in Annex I hereto.

Trade Date: December 1, 2004

Effective Date: March 15, 2014

Termination Date: March 15, 2025

FIXED AMOUNTS:

Fixed Rate Payer: Party A

Fixed Rate Payer Payment Dates: Semiannually, on each March 15 and September 15, commencing on September 15, 2014 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 March 15 and September 15, commencing on September 15, 2014 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Fixed Rate: 4.967%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party B

Floating Rate Payer Payment Dates: Semiannually, on each March 15 and September 15, commencing on September 15, 2014 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Payer Period End Dates: Semiannually, on each March 15 and September 15, commencing on September 15, 2014 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Rate Option: USD-BMA Municipal Swap Index

Floating Rate Spread: None

Floating Rate Day Count Fraction: Actual/Actual

Reset Dates: Weekly, every Thursday (or any other day specified by The Bond Market Association), or if any Thursday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day.

Method of Averaging: Weighted

Compounding: 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, including but not limited to Section 4(d) of the Agreement, shall not be deemed to be made until the New York State Urban Development Corporation State Personal Income Tax Revenue Bonds (State Facilities and Equipment) Series 2004A-2 (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. Account Details.

Payments to Party A: Citibank, N.A., New York
ABA # 021000089

Account No. 00167679
Reference: MSD00492

Payments to Party B:

Bank of New York
ABA # 021 000 018
Account No. 27 13 12
For the Account of: Series 2004 A-2 Swap Receipts Account – a/c
number 283041

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.

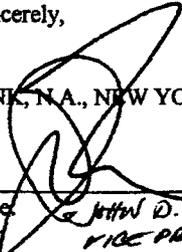
Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____

Name:

Title:


JOHN D. TERROLETTE
VICE PRESIDENT

Confirmed as of the
date first above written:

Urban Development Corporation

By: _____

Name:

Title:

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.

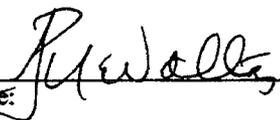
Yours sincerely,

CITIBANK, N.A., NEW YORK

By: _____
Name:
Title:

Confirmed as of the
date first above written:

New York State Urban Development Corporation

By:  _____
Name:
Title:

ANNEX I
to Confirmation, dated as of December 1, 2004
between Citibank, N.A., New York
and New York State Urban Development Corporation

From and including:	To but excluding:	Notional Amount (USD):	Notional Amount Reduction (USD):
Effective Date	3/15/2015	75,075,000	25,000
3/15/2015	3/15/2016	75,050,000	2,440,000
3/15/2016	3/15/2017	72,610,000	7,755,000
3/15/2017	3/15/2018	64,855,000	8,100,000
3/15/2018	3/15/2019	56,755,000	8,520,000
3/15/2019	3/15/2020	48,235,000	8,930,000
3/15/2020	3/15/2021	39,305,000	9,330,000
3/15/2021	3/15/2022	29,975,000	9,750,000
3/15/2022	3/15/2023	20,225,000	9,905,000
3/15/2023	3/15/2024	10,320,000	7,360,000
3/15/2024	Termination Date	2,960,000	2,960,000