



PATPAT120231136-62543TAPTAP

CONFIRMATION

DATE: December 1, 2004

TO: New York State Urban Development Corporation  
Telephone No.: 1212803-3510  
Facsimile No.: 12128033515  
Attention: Frances A. Walton

FROM: Goldman Sachs Mitsui Marine Derivative Products, L.P.

SUBJECT: Swap Transaction

REF NO: LTAA1702318918.1 / 00643830301

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The purpose of this communication is to set forth the terms and conditions of the above referenced transaction entered into on the Trade Date specified below (the "Transaction") between Goldman Sachs Mitsui Marine Derivative Products, L.P. ("GSMMDP") and New York State Urban Development Corporation ("Counterparty"). This communication constitutes a "Confirmation" as referred to in the Swap Agreement specified below.

1. This Confirmation is subject to, and incorporates, the 2000 ISDA Definitions (the "Definitions"), published by the International Swaps and Derivatives Association, Inc. This Confirmation supplements, forms a part of and is subject to the ISDA Master Agreement dated as of December 1, 2004 as amended and supplemented from time to time (the "Swap Agreement") between GSMMDP and Counterparty. All provisions contained in, or incorporated by reference to, the Swap Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between this Confirmation, the Definitions, or the Swap Agreement, as the case may be, this Confirmation will control for purposes of the Transaction to which this Confirmation relates.

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

Notional Amount: USD 74,705,000.00 (subject to adjustment in accordance with the Schedule set forth under "Additional Provisions" below)

Trade Date: December 1, 2004

Effective Date: December 22, 2004

Termination Date: March 15, 2033

Floating Rate Payer:	GSMMDP
Floating Rate Payer Payment Dates:	Monthly, on the 15th day of each month, commencing on January 15, 2005 and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Floating Rate:	1 month USD-LIBOR x 65%
	Where:
	1 month USD-LIBOR = USD-LIBOR-BBA with a Designated Maturity of 1 Month; provided, however that the phrase "on the day that is two London Banking Days preceding that Reset Date" on the 3rd and 4th lines of Section 7.1.(w)(xvii) and (xx) of the Definitions shall be replaced with the phrase "on the day that is one London Banking Day preceding that Reset Date"
Floating Rate Spread:	None
Floating Rate Reset Dates:	The first day of each Calculation Period
Floating Rate Day Count Fraction:	Actual/Actual
Floating Rate Period End Dates:	Monthly, on the 15th day of each month, commencing on January 15, 2005 and ending on the Termination Date (with no adjustment to such Period End Dates).
Compounding:	Inapplicable
Averaging:	Inapplicable
<u>Fixed Amounts:</u>	
Fixed Rate Payer:	Counterparty
Fixed Rate Payer Payment Dates:	Semiannually, on each March 15 and September 15, commencing on March 15, 2005 and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Fixed Rate:	3.49%
Fixed Rate Day Count Fraction:	30/360
Fixed Rate Period End Dates:	Semiannually, on each March 15 and September 15, commencing on March 15, 2005 and ending on the Termination Date (with no adjustment to

such Period End Dates).

Business Days: New York

Calculation Agent: As provided in the Swap Agreement

3. Additional Provisions:

Schedule

For all Calculation Periods from and including:**	To but excluding:**	The applicable USD Notional Amount shall be:
Effective Date	March 15, 2025	74,705,000.00
March 15, 2025	March 15, 2026	70,070,000.00
March 15, 2026	March 15, 2027	62,035,000.00
March 15, 2027	March 15, 2028	53,715,000.00
March 15, 2028	March 15, 2029	45,075,000.00
March 15, 2029	March 15, 2030	36,120,000.00
March 15, 2030	March 15, 2031	26,840,000.00
March 15, 2031	March 15, 2032	17,225,000.00
March 15, 2032	March 15, 2033	7,245,000.00
**dates not subject to adjustment		

4. Other Provisions:

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 New York State Urban Development Corporation Bond Series 2004 A-3 (the "Bonds") have been duly issued by Counterparty 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. Counterparty represents and warrants that it intends and expects to issue the Bonds and acknowledges that GSMMDP is entering into this Transaction in reliance upon such representation.

5. Credit Support Documents: Support Agreement in favor of GSMMDP dated as of October 8, 1993.

6. Account Details:

USD Payments to GSMMDP  
For the Account of:

Goldman Sachs Mitsui Marine Derivative  
Products, L.P.

Name of Bank:  
Account No:  
Fed ABA No:  
SWIFT No:

JPMorgan Chase Bank, New York  
930-1-034733  
021000021

GSMMDP Inquiries

Swap Operations  
Goldman Sachs Mitsui Marine Derivative  
Products, L.P.  
Telephone No.: 212-357-7836  
Facsimile No.: 212-902-5692

Payments to Counterparty:

In accordance with Counterparty's written instructions as set forth below or otherwise delivered to GSMMDP. GSMMDP shall make no payments without having received (i) such written instructions and (ii) a fully executed facsimile copy of this Confirmation or other written acceptance of the terms hereof.

For the Account of:

Series 2004 A-3 Swap Receipts Account - a/c  
number 283042

Name of Bank:  
Account No.:  
ABA No.:

Bank of New York  
27 13 12  
021 000 018

7. Offices:

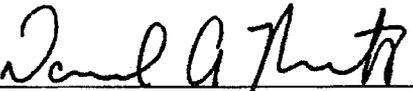
- (a) The Office of GSMMDP for this Transaction is 85 Broad Street, New York, New York, 10004.
  - (b) The Office of Counterparty for this Transaction is [please provide].
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8. Counterparty hereby agrees (a) to check this Confirmation (Reference No.: LTAA1702318918.1) carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between GSMMDP and Counterparty with respect to the particular Transaction to which this Confirmation relates, by manually signing this Confirmation and providing the other information requested herein and immediately returning an executed copy to Swap Administration, facsimile No. 212-902-5692.

Very truly yours,

**GOLDMAN SACHS MITSUI MARINE DERIVATIVE  
PRODUCTS, L.P.**

By: GSMMDPGP, Inc.,  
General Partner

By:   
Name: Daniel A. Ruperto  
Title: Vice President

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Agreed and Accepted By:  
New York State Urban Development  
Corporation

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

Counterparty Reference  
No.: \_\_\_\_\_