



PATPAT120245701-32692TAPTAP

CONFIRMATION

DATE: December 15, 2004

TO: New York State Urban Development Corporation
Telephone No.: 12128033510
Facsimile No.: 12128033515
Attention: Frances A. Walton

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

SUBJECT: Fixed Receiver Swap Transaction for Series 2004-A 4

REF NO: LTAA1702381083.1 / 00643830301

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 12,712,500.00 (subject to adjustment in accordance with the Schedule set forth under "Additional Provisions" below)

Trade Date: December 15, 2004

Effective Date: December 22, 2004

Termination Date: March 15, 2010

Fixed Amounts:

Fixed Rate Payer: GSMMDP

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: 2.575%

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).

Floating Amounts:

Floating Rate Payer: Counterparty

Floating 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.

Floating Rate Option: USD-BMA Municipal Swap Index

Floating Rate Spread: None

Floating Rate Day Count Fraction: Actual/Actual

Floating 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).

Compounding: Inapplicable

Averaging: Applicable

Method of Averaging: Weighted Average

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, 2006	12,712,500
March 15, 2006	March 15, 2007	8,961,250
March 15, 2007	March 15, 2008	5,126,250
March 15, 2008	March 15, 2009	1,152,500
March 15, 2009	Termination Date	590,000

**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-4 (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-4 Swap Receipts Account - a/c
number 283043

Name of Bank:
Account No.:

Bank of New York
27 13 12

ABA No.:

021 000 018

7. Offices:

(a) The Office of GSMMDP for this Transaction is 85 Broad Street, New York, New York, 10004.

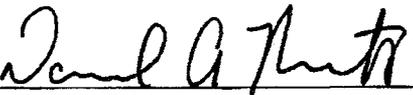
(b) The Office of Counterparty for this Transaction is 633 Third Avenue, New York, NY 10017.

8. Counterparty hereby agrees (a) to check this Confirmation (Reference No.: LTAA1702381083.1) 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

Agreed and Accepted By:
New York State Urban Development
Corporation

By: 
Name: _____
Title: _____

Counterparty Reference
No.: _____