



Date: 21 October 2003
To: New York State Thruway Authority ("Counterparty")
Attn: Lawrence DeCosmo, Treasurer
Fax No: 518-471-5050
From: UBS AG, Stamford Branch ("UBS")
Subject: Swap Transaction
UBS Ref: 7473384
Insurer Ref: Ambac Assurance Corporation
Counterparty Ref: TBD

Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation", and the Transaction constitutes an "Insured Transaction", as referred to in the Master Agreement or Agreement specified below, and is therefore subject to the special provisions of the Master Agreement which applies to the Insured Transactions.

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

UBS and the Counterparty have entered into a Master Agreement, dated as of 21 October 2003, which sets forth the general terms and conditions, as well as amendments, applicable to this Transaction (together with any Schedule and any other Confirmation, the "Agreement"). This Confirmation supplements, forms part of and is subject to the Agreement. All provisions contained in, or incorporated by reference to, such Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for purposes of this Transaction.

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

General Terms

Trade Date: 21 October 2003
Effective Date: 06 November 2003
Termination Date: 15 March 2016
Notional Amount: Initially USD 15,013,500.00, thereafter amortizing as per the Amortization Schedule below.
Calculation Agent: UBS AG
UBS Ref: 7473384
Counterparty Ref:

Business Days: New York

Fixed Amounts

Fixed Rate Payer: Counterparty

Fixed Rate: 3.412 percent per annum

Fixed Rate Day Count Fraction: 30/360

Fixed Rate Payer Payment Dates: Semiannually on each March 15 and September 15, commencing on 15 March 2004 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 15 March 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Amounts

Floating Rate Payer: UBS

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

Designated Maturity: 1 Month

Floating Rate Day Count Fraction: Actual/360

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

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

Reset Dates: The Effective Date and the fifteenth (15th) day of each calendar month thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the 2000

ISDA Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Banking Day prior to such Reset Date.

Compounding:

Inapplicable

Amortization Schedule

<u>Period From</u> <u>(up to and including)</u>	<u>Period To</u> <u>(up to and excluding)</u>	<u>Notional Amount</u> <u>(USD)</u>
Effective Date	3/15/2011	15,013,500.00
3/15/2011	3/15/2012	15,001,500.00
3/15/2012	3/15/2013	13,401,500.00
3/15/2013	3/15/2014	11,029,500.00
3/15/2014	3/15/2015	8,987,500.00
3/15/2015	3/15/2016	3,132,500.00

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 Thruway Authority Local Highway and Bridge Service Contract Bonds, Series 2003C (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 and 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 UBS is entering into this Transaction in reliance upon such representation.

Relationship between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of a written Agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

(a) Non-Reliance. Each party is acting for its own account, and has made its own independent decisions to enter into this Transaction and this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanation relating to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(b) Assessment and Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of this Transaction. Each party is also capable of assuming and assumes, the risks of this Transaction.

(c) Status of the Parties. Neither party is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

References in this clause to "a party" shall, in the case of UBS AG, where the context so allows, include references to any affiliate of UBS AG.

UBS Account Details

Account for payments in USD:

Bank:	UBS AG, Stamford
ABA/Bank No.:	026-007-993
Account No.:	101-WA-860050-025

Counterparty Account Details

Account for payments in USD:

Bank:	JPMorgan Chase Bank
ABA/Bank No.:	021-000021
Account No.:	507943635
Reference:	UBS CHIPS Swap Payment

Offices

- (a) The office of UBS for the Swap Transaction is Stamford, CT; and
- (b) The office of the Counterparty for the Swap Transaction is Albany, NY.

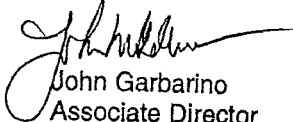
Contact Names at UBS


Settlements:	Hotline:	(203) 719 1110
Confirmation Queries:	Carol Brockman:	(203) 719 4796
ISDA Documentation:	Legal Department:	(203) 719 6235
Swift:	UBSWUS33	
Fax:	(203) 719-5771	
Address:	UBS AG	
	677 Washington Boulevard	
	Stamford, CT 06901	

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us by facsimile to (203) 719-5771.

Yours Faithfully
For and on Behalf of
UBS AG, Stamford Branch

JB

By: 
Name : John Garbarino
Title: Associate Director
Operations

By: 
Name : Kristina Szpila
Title: Associate Director
UBS Investment Bank

Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By:
Name : Lawrence DeCosmo
Title : Treasurer

Approved as to Form: _____
Attorney General

Date: _____

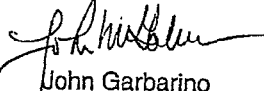
Approved: _____
Comptroller

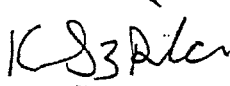
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For and on Behalf of
UBS AG, Stamford Branch


CB

By: 
Name: John Garbarino
Title: Associate Director
Operations

By: 
Name: Kristina Szpila
Title: Associate Director
UBS Investment Bank

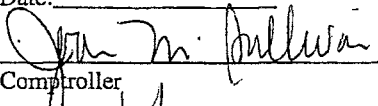
Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By: 
Name: Lawrence DeCosmo
Title: Treasurer

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
OCT 29 2003

PETER FAVRETTO
ASSOCIATE ATTORNEY
Attorney General

Approved as to Form:

Approved:

Date: _____

Comptroller
Date: 11/5/03



Date: 21 October 2003
To: New York State Thruway Authority ("Counterparty")
Attn: Lawrence DeCosmo, Treasurer
Fax No: 518-471-5050
From: UBS AG, Stamford Branch ("UBS")
Subject: Swap Transaction
UBS Ref: 7473395
Insurer Ref: Financial Security Assurance Inc.
Counterparty Ref: TBD

Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation", and the Transaction constitutes an "Insured Transaction", as referred to in the Master Agreement or Agreement specified below, and is therefore subject to the special provisions of the Master Agreement which applies to the Insured Transactions.

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

UBS and the Counterparty have entered into a Master Agreement, dated as of 21 October 2003, which sets forth the general terms and conditions, as well as amendments, applicable to this Transaction (together with any Schedule and any other Confirmation; the "Agreement"). This Confirmation supplements, forms part of and is subject to the Agreement. All provisions contained in, or incorporated by reference to, such Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for purposes of this Transaction.

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

General Terms

Trade Date: 21 October 2003
Effective Date: 06 November 2003
Termination Date: 15 March 2021
Notional Amount: Initially USD 7,211,500.00, thereafter amortizing as per the Amortization Schedule below.
Calculation Agent: UBS AG
UBS Ref: 7473395
Counterparty Ref:

Business Days: New York

Fixed Amounts

Fixed Rate Payer: Counterparty

Fixed Rate: 3.412 percent per annum

Fixed Rate Day Count Fraction: 30/360

Fixed Rate Payer Payment Dates: Semiannually on each March 15 and September 15, commencing on 15 March 2004 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 15 March 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Amounts

Floating Rate Payer: UBS

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

Designated Maturity: 1 Month

Floating Rate Day Count Fraction: Actual/360

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

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

Reset Dates: The Effective Date and the fifteenth (15th) day of each calendar month thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the 2000

ISDA Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Banking Day prior to such Reset Date.

Compounding:

Inapplicable

Amortization Schedule

<u>Period From</u> <u>(up to and including)</u>	<u>Period To</u> <u>(up to and excluding)</u>	<u>Notional Amount</u> <u>(USD)</u>
Effective Date	3/15/2019	7,211,500.00
3/15/2019	3/15/2020	5,964,000.00
3/15/2020	3/15/2021	1,542,000.00

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 Thruway Authority Local Highway and Bridge Service Contract Bonds, Series 2003C (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 and 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 UBS is entering into this Transaction in reliance upon such representation.

Relationship between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of a written Agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

(a) Non-Reliance. Each party is acting for its own account, and has made its own independent decisions to enter into this Transaction and this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanation relating to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(b) Assessment and Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of this Transaction. Each party is also capable of assuming and assumes, the risks of this Transaction.

(c) Status of the Parties. Neither party is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

References in this clause to "a party" shall, in the case of UBS AG, where the context so allows, include references to any affiliate of UBS AG.

UBS Account Details

Account for payments in USD:

Bank:	UBS AG, Stamford
ABA/Bank No.:	026-007-993
Account No.:	101-WA-860050-025

Counterparty Account Details

Account for payments in USD:

Bank:	JPMorgan Chase Bank
ABA/Bank No.:	021-000021
Account No.:	507943635
Reference:	UBS CHIPS Swap Payment

Offices

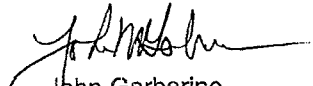
- (a) The office of UBS for the Swap Transaction is Stamford, CT; and
- (b) The office of the Counterparty for the Swap Transaction is Albany, NY.


Contact Names at UBS

Settlements:	Hotline:	(203) 719 1110
Confirmation Queries:	Carol Brockman:	(203) 719 4796
ISDA Documentation:	Legal Department:	(203) 719 6235
Swift:	UBSWUS33	
Fax:	(203) 719-5771	
Address:	UBS AG	
	677 Washington Boulevard	
	Stamford, CT 06901	

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us by facsimile to (203) 719-5771.

Yours Faithfully
For and on Behalf of
UBS AG, Stamford Branch

JB
By: 
Name : John Garbarino
Title: Associate Director
Operations

By: 
Name : Kristina Szpila
Title: Associate Director
UBS Investment Bank

Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By:
Name : Lawrence DeCosmo
Title : Treasurer

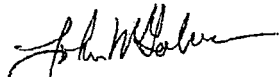
Approved as to Form: _____
Attorney General
Date: _____

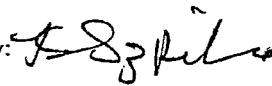
Approved: _____
Comptroller
Date: _____

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UBS AG, Stamford Branch

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By: 
Name: John Garbarino
Title: Associate Director
Operations

By: 
Name: Kristina Szpila
Title: Associate Director
UBS Investment Bank

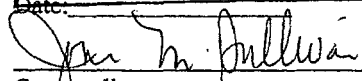
Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By: 
Name: Lawrence DeCosmo
Title: Treasurer

Approved as to Form:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
OCT 29 2003
Attorney General
PETER FAVRETTO
ASSOCIATE ATTORNEY

Approved:


Comptroller
Date: 11/5/03



Date: 21 October 2003
To: New York State Thruway Authority ("Counterparty")
Attn: Lawrence DeCosmo, Treasurer
Fax No: 518-471-5050
From: UBS AG, Stamford Branch ("UBS")
Subject: Swap Transaction
UBS Ref: 7473391
Insurer Ref: MBIA Insurance Corporation
Counterparty Ref: TBD

Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation", and the Transaction constitutes an "Insured Transaction", as referred to in the Master Agreement or Agreement specified below, and is therefore subject to the special provisions of the Master Agreement which applies to the Insured Transactions.

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

UBS and the Counterparty have entered into a Master Agreement, dated as of 21 October 2003, which names MBIA Insurance Corporation as "Insurer," and which sets forth the general terms and conditions, as well as amendments, applicable to this Transaction (together with any Schedule and any other Confirmation, the "Agreement"). This Confirmation supplements, forms part of and is subject to the Agreement. All provisions contained in, or incorporated by reference to, such Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for purposes of this Transaction.

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

General Terms

Trade Date: 21 October 2003
Effective Date: 06 November 2003
Termination Date: 15 March 2018
Notional Amount: Initially USD 20,999,201.00, thereafter amortizing as per the Amortization Schedule below.

UBS Ref: 7473391
Counterparty Ref:

Calculation Agent: UBS AG
Business Days: New York

Fixed Amounts

Fixed Rate Payer: Counterparty
Fixed Rate: 3.412 percent per annum
Fixed Rate Day Count Fraction: 30/360
Fixed Rate Payer Payment Dates: Semiannually on each March 15 and September 15, commencing on 15 March 2004 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 15 March 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Amounts

Floating Rate Payer: UBS
Floating Rate Option: 65% of USD-LIBOR-BBA
Designated Maturity: 1 Month
Floating Rate Day Count Fraction: Actual/360
Floating Rate Payer Payment Dates: Monthly on the fifteenth day of each calendar month, commencing on 15 November 2003 and terminating on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.
Floating Rate Payer End Dates : Monthly on the fifteenth day of each calendar month, commencing on 15 November 2003 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.
Reset Dates: The Effective Date and the fifteenth (15th) day of each calendar month thereafter. Notwithstanding the

definition of USD-LIBOR-BBA set forth in the 2000 ISDA Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Banking Day prior to such Reset Date.

Compounding:

Inapplicable

Amortization Schedule

<u>Period From</u> <u>(up to and including)</u>	<u>Period To</u> <u>(up to and excluding)</u>	<u>Notional Amount</u> <u>(USD)</u>
Effective Date	3/15/2016	20,999,201.00
3/15/2016	3/15/2017	15,166,701.00
3/15/2017	3/15/2018	5,729,701.00

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 Thruway Authority Local Highway and Bridge Service Contract Bonds, Series 2003C (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 and 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 UBS is entering into this Transaction in reliance upon such representation.

Relationship between Parties

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UBS Account Details

Account for payments in USD:

Bank:	UBS AG, Stamford
ABA/Bank No.:	026-007-993
Account No.:	101-WA-860050-025

Counterparty Account Details

Account for payments in USD:

Bank:	JPMorgan Chase Bank
ABA/Bank No.:	021-000021
Account No.:	507943635
Reference:	UBS CHIPS Swap Payment

Offices

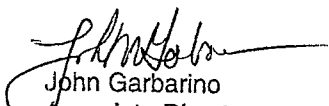
- (a) The office of UBS for the Swap Transaction is Stamford, CT; and
- (b) The office of the Counterparty for the Swap Transaction is Albany, NY.


Contact Names at UBS

Settlements:	Hotline:	(203) 719 1110
Confirmation Queries:	Carol Brockman:	(203) 719 4796
ISDA Documentation:	Legal Department:	(203) 719 6235
Swift:	UBSWUS33	
Fax:	(203) 719-5771	
Address:	UBS AG	
	677 Washington Boulevard	
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For and on Behalf of
UBS AG, Stamford Branch

By: 
Name : John Garbarino
Title: Associate Director
Operations

By: 
Name : Kristina Szpila
Title: Associate Director
UBS Investment Bank

Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By:
Name : Lawrence DeCosmo
Title : Treasurer

Approved as to Form: _____
Attorney General

Date: _____

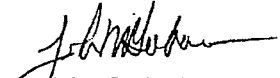
Approved: _____
Comptroller


Date: _____

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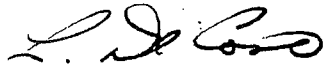
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By: 
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Operations


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Name: Kristina Szpila
Title: Associate Director
UBS Investment Bank

Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By: 
Name: Lawrence DeCosmo
Title: Treasurer

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

OCT 29 2003


PETER FAVRETTO
ASSOCIATE ATTORNEY

Approved as to Form: _____
Attorney General

Approved: _____
Date: _____
Comptroller
Date: 11/5/03



Date: 21 October 2003
To: New York State Thruway Authority ("Counterparty")
Attn: Lawrence DeCosmo, Treasurer
Fax No: 518-471-5050
From: UBS AG, Stamford Branch ("UBS")
Subject: Swap Transaction
UBS Ref: 7473393
Insurer Ref: XL Capital Assurance Inc.
Counterparty Ref: TBD

Dear Sirs,

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

General Terms

Trade Date: 21 October 2003
Effective Date: 06 November 2003
Termination Date: 15 March 2019
Notional Amount: Initially USD 9,849,799.00, thereafter amortizing as per the Amortization Schedule below.
Calculation Agent: UBS AG
UBS Ref: 7473393
Counterparty Ref:

Business Days: New York

Fixed Amounts

Fixed Rate Payer: Counterparty

Fixed Rate: 3.412 percent per annum

Fixed Rate Day Count Fraction: 30/360

Fixed Rate Payer Payment Dates: Semiannually on each March 15 and September 15, commencing on 15 March 2004 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 15 March 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End Dates.

Floating Amounts

Floating Rate Payer: UBS

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

Designated Maturity: 1 Month

Floating Rate Day Count Fraction: Actual/360

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

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

Reset Dates: The Effective Date and the fifteenth (15th) day of each calendar month thereafter. Notwithstanding the definition of USD-LIBOR-BBA set forth in the 2000

ISDA Definitions (for this purpose only), the applicable USD-LIBOR-BBA for each Reset Date shall be the rate published one (1) London Banking Day prior to such Reset Date.

Compounding:

Inapplicable

Amortization Schedule

<u>Period From</u> <u>(up to and including)</u>	<u>Period To</u> <u>(up to and excluding)</u>	<u>Notional Amount</u> <u>(USD)</u>
Effective Date 3/15/2018	3/15/2018 3/15/2019	9,849,799.00 5,997,500.00

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 Thruway Authority Local Highway and Bridge Service Contract Bonds, Series 2003C (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 and 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 UBS is entering into this Transaction in reliance upon such representation.

Relationship between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of a written Agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

(a) Non-Reliance. Each party is acting for its own account, and has made its own independent decisions to enter into this Transaction and this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanation relating to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(b) Assessment and Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of this Transaction. Each party is also capable of assuming and assumes, the risks of this Transaction.

(c) Status of the Parties. Neither party is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

References in this clause to "a party" shall, in the case of UBS AG, where the context so allows, include references to any affiliate of UBS AG.

UBS Account Details

Account for payments in USD:

Bank:	UBS AG, Stamford
ABA/Bank No.:	026-007-993
Account No.:	101-WA-860050-025

Counterparty Account Details

Account for payments in USD:

Bank:	JPMorgan Chase Bank
ABA/Bank No.:	021-000021
Account No.:	507943635
Reference:	UBS CHIPS Swap Payment

Offices

- (a) The office of UBS for the Swap Transaction is Stamford, CT; and
- (b) The office of the Counterparty for the Swap Transaction is Albany, NY.

Contact Names at UBS

Settlements:	Hotline:	(203) 719 1110
Confirmation Queries:	Carol Brockman:	(203) 719 4796
ISDA Documentation:	Legal Department:	(203) 719 6235
Swift:	UBSWUS33	
Fax:	(203) 719-5771	
Address:	UBS AG	
	677 Washington Boulevard	
	Stamford, CT 06901	

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us by facsimile to (203) 719-5771.

Yours Faithfully
For and on Behalf of
UBS AG, Stamford Branch

By:
Name : John Garbarino
Title: Associate Director
Operations

By:
Name : Paul McSherry
Title: Associate Director
Operations

Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By:
Name : Lawrence DeCosmo
Title : Treasurer


Approved as to Form: _____
Attorney General
Date: _____


Approved: _____
Comptroller
Date: _____

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us by facsimile to (203) 719-5771.

Yours Faithfully
For and on Behalf of
UBS AG, Stamford Branch

CB


By: 
Name: John Garbarino
Title: Associate Director
Operations

By: 
Name: Kristina Szpila
Title: Associate Director
UBS Investment Bank

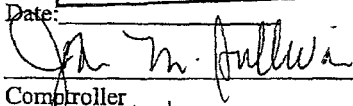
Acknowledged and agreed by New York State Thruway Authority as of the Trade Date specified above:

By: 

Name: Lawrence DeCosmo
Title: Treasurer

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
OCT 29 2003
Attorney General 
PETER FAVRETTO
ASSOCIATE ATTORNEY

Approved as to Form:

Date: _____

Comptroller
Date: 11/5/03

Approved: