LEHMAN BROTHERS

Execution Copy

October 21, 2003

CONFIRMATION

TRANSACTION

New York State Thruway Authority 200 Southern Boulevard Albany, New York 12209

Global ID: 408557 Summit ID: 584323D

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 New York State Thruway Authority ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement referred to 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 October 21, 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:

\$15,013,500, reducing on the dates and in the amounts set

forth in Annex I hereto.

Trade Date:

October 21, 2003

Effective Date:

November 6, 2003

Termination Date:

March 15, 2016

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payer Payment Dates:

Semiannually on each March 15 and September 15, commencing on March 15, 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 March 15, 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End

Dates.

Fixed Rate:

3.412%

Fixed Rate Day Count Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payer Payment Dates:

Monthly on the fifteenth (15th) of each calendar month, commencing on November 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 (15th) of each calendar month, commencing on November 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 the fifteenth (15th) day of each calendar month 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

Banking Day prior to such Reset Date.

Floating Rate Method of

Averaging:

Inapplicable

Business Days:

New York

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 Local Highway and Bridge Service Contract Bonds, Series 2003(C) (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:

JPMorgan Chase Bank

ABA #: 021 000 021

A/C of Lehman Brothers Derivative Products Inc.

A/C No. 066-902622

Payments to Party B:

JPMorgan Chase Bank Fed ABA #: 021 000 021 A/C #: 507943635

Reference: Lehman Brothers CHIPS Swap Payment

5. 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.

Yours sincerely,

Title:

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

T. Courtney Jenkins Vice President

Accepted and confirmed as of the
Trade Date:
· · ·
NEW YORK STATE THRUWAY AUTHORITY
•
·
By:
Name:
Title:
Annanad as to Tame
Approved as to Form:Attorney General
Date:
Approved:
Comptroller

Date:

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

Ву:	
Name:	
Title:	

Accepted and confirmed as of the Trade Date:

Comptroller

NEW YORK STATE THRUWAY AUTHORITY

ANNEX I to Confirmation, dated October 21, 2003, between Lehman Brothers Derivative Products Inc. and New York State Thruway Authority

Reduction Date	Notional Reduction Amount (\$)
3/15/2010	_
3/15/2011	12,000
3/15/2012	1,600,000
3/15/2013	2,372,000
3/15/2014	2,042,000
3/15/2015	5,855,000
3/15/2016	3,132,500
3/15/2017	-
3/15/2018	-

3/15/2019 3/15/2020 3/15/2021

LEHMAN BROTHERS

Execution Copy

October 21, 2003

CONFIRMATION

TRANSACTION

New York State Thruway Authority 200 Southern Boulevard Albany, New York 12209

Global ID: 408562 Summit ID: 584327D

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 New York State Thruway Authority ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement referred to 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 October 21, 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: \$7,211,500, reducing on the dates and in the amounts set forth

in Annex I hereto.

Trade Date: October 21, 2003

Effective Date: November 6, 2003

Termination Date: March 15, 2021

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payer Payment Dates:

Semiannually on each March 15 and September 15, commencing on March 15, 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 March 15, 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End

Dates.

Fixed Rate:

3.412%

Fixed Rate Day Count Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payer Payment Dates:

Monthly on the fifteenth (15th) of each calendar month, commencing on November 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 (15th) of each calendar month, commencing on November 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 the fifteenth (15th) day of each calendar month 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

Banking Day prior to such Reset Date.

Floating Rate Method of

Averaging:

Inapplicable

Business Days:

New York

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 Local Highway and Bridge Service Contract Bonds,

Series 2003(C) (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:

JPMorgan Chase Bank

ABA #: 021 000 021

A/C of Lehman Brothers Derivative Products Inc.

A/C No. 066-902622

Payments to Party B:

JPMorgan Chase Bank Fed ABA #: 021 000 021 A/C #: 507943635

Reference: Lehman Brothers CHIPS Swap Payment

5. 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.

Yours sincerely,

Title:

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

Vice President

Accepted and confirmed as of the Trade Date:
NEW YORK STATE THRUWAY AUTHORITY
By: Name:
Title:
Approved as to Form: Attorney General Date:
Approved:Comptroller Date:

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

Ву:	 	
Name:		
Title:		

Accepted and confirmed as of the Trade Date:

NEW YORK STATE THRUWAY AUTHORITY

By:

Name: Lawrence C. DeCosmo
Title: Treasurer

Approved as to Form:

Attorney General
Date:

Approved As TO FORM
NYS ATTORNEY GENERAL

STEPHEN J. HENSEL
ASSOCIATE ATTORNEY

Approved:

Comptfoller

ANNEX I
to Confirmation, dated October 21, 2003,
between Lehman Brothers Derivative Products Inc.
and New York State Thruway Authority

Reduction Date	Notional Reduction Amount (\$)
3/15/2010	-
3/15/2011	•
3/15/2012	_
3/15/2013 .	-
3/15/2014	-
3/15/2015	_
3/15/2016	_
3/15/2017	-
3/15/2018	-
3/15/2019	1,247,500
3/15/2020	4,422,000
3/15/2021	1,542,000

LEHMAN BROTHERS

Execution Copy

October 21, 2003

CONFIRMATION

TRANSACTION

New York State Thruway Authority 200 Southern Boulevard Albany, New York 12209

Global ID: 408560 Summit ID: 584329D

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 New York State Thruway Authority ("Party B") on the Trade Date referred to below. This Transaction constitutes an "Insured Transaction" as defined in the Master Agreement referred to 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 October 21, 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: \$9,849,799, reducing on the dates and in the amounts set forth

in Annex I hereto.

Trade Date: October 21, 2003

Effective Date: November 6, 2003

Termination Date: March 15, 2019

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payer Payment Dates:

Semiannually on each March 15 and September 15, commencing on March 15, 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 March 15, 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End

Dates.

Fixed Rate:

3.412%

Fixed Rate Day Count Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payer Payment Dates:

Monthly on the fifteenth (15th) of each calendar month, commencing on November 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 (15th) of each calendar month, commencing on November 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 the fifteenth (15th) day of each calendar month 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

Banking Day prior to such Reset Date.

Floating Rate Method of

Inapplicable

Averaging:

Business Days:

New York

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 Local Highway and Bridge Service Contract Bonds,

Series 2003(C) (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:

JPMorgan Chase Bank

ABA #: 021 000 021

A/C of Lehman Brothers Derivative Products Inc.

A/C No. 066-902622

Payments to Party B:

JPMorgan Chase Bank Fed ABA #: 021 000 021 A/C #: 507943635

Reference: Lehman Brothers CHIPS Swap Payment

5. 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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

Vice President

T
Accepted and confirmed as of the Trade Date:
NEW YORK STATE THRUWAY AUTHORITY
By: Name: Title:
Approved as to Form: Attorney General Date:
Approved:

Date:

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

Ву:			
Nam	e:		
Title	:		

Accepted and confirmed as of the Trade Date:

NEW YORK STATE THRUWAY AUTHORITY

By:

Name: Lawrence C. DeCosmo
Title: Treasurer

Approved as to Form:

Attorney General
Date:

STEPHEN J. HENSEL
ASSOCIATE ATTORNEY

Approved:

Comptroller

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ANNEX I to Confirmation, dated October 21, 2003, between Lehman Brothers Derivative Products Inc. and New York State Thruway Authority

Reduction Date	Notional Reduction Amount (\$)
3/15/2010	_
3/15/2011	-
3/15/2012	-
3/15/2013	-
3/15/2014	-
3/15/2015	-
3/15/2016	-
3/15/2017	-
3/15/2018	3,852,299
3/15/2019	5,997,500
3/15/2020	-
3/15/2021	-

LEHMAN BROTHERS

Execution Copy

October 21, 2003

CONFIRMATION

UNINSURED TRANSACTION

New York State Thruway Authority 200 Southern Boulevard Albany, New York 12209

Global ID: 408558 Summit ID: 584325D

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 New York State Thruway Authority ("Party B") on the Trade Date referred to 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 October 21, 2003 (including the Schedule thereto, the "Agreement"), between Party A and Party B. 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:

\$20,999,201, reducing on the dates and in the amounts set

forth in Annex I hereto.

Trade Date:

October 21, 2003

Effective Date:

November 6, 2003

Termination Date:

March 15, 2018

FIXED AMOUNTS:

Fixed Rate Payer:

Party B

Fixed Rate Payer Payment Dates:

Semiannually on each March 15 and September 15, commencing on March 15, 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 March 15, 2004 and terminating on the Termination Date. No Adjustment shall apply to Period End

Dates.

Fixed Rate:

3.412%

Fixed Rate Day Count Fraction:

30/360

FLOATING AMOUNTS:

Floating Rate Payer:

Party A

Floating Rate Payer Payment Dates:

Monthly on the fifteenth (15th) of each calendar month, commencing on November 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 (15th) of each calendar month, commencing on November 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 the fifteenth (15th) day of each calendar month 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

Banking Day prior to such Reset Date.

Floating Rate Method of

Averaging:

Inapplicable

Business Days:

New York

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 Local Highway and Bridge Service Contract Bonds,

Series 2003(C) (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.

Account Details.

Payments to Party A:

JPMorgan Chase Bank

ABA #: 021 000 021

A/C of Lehman Brothers Derivative Products Inc.

A/C No. 066-902622

Payments to Party B:

JPMorgan Chase Bank Fed ABA #: 021 000 021

A/C #: 507943635

Reference: Lehman Brothers CHIPS Swap Payment

5. 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.

Yours sincerely,

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.

T. Courtney Jenkins

Vice President

	Ву: _	/-
	N	ame:
	Ti	itle:
	-	
Accepted and confirmed as of the		
Trade Date:		-
Trade Date,		
NEW YORK STATE THRUWAY AUTHO	RITY	
TIEW TORRESTITE TIME WITH TROTTION	ICII	-
D		
Ву:	'	
Name:	•	
7 Title:		
NEW YORK STATE THRUWAY AUTHOR	RITV	
NEW TORK STATE TIMO WAT ACTION	ICL I	
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D _{rn}		-
By: Name:		
		•
Title:		
A		•-
Approved as to Form:		
Attorney General		
Date:	 -	
	• .	
Approved:		
Comptroller	٠.	
Date:		

Yours sincerely,

LEHMAN I	3ROTHERS	DERIVATIVE	: PR	ODU	CTS	INC
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	LEHMAN BROTHERS DERIVATI
	By: Name: Title:
Accepted and confirmed as of the Trade Date:	,
NEW YORK STATE THRUWAY AUT	HORITY
By:	·
NEW YORK STATE THRUWAY AUT	HORITY
By: Name: Lawrence C. DeCosmo Title: Treasurer	APPROVED AS TO FORM NYS ATTORNEY GENERAL OCT 29 2003
Approved as to Form:Attorney General Date:	STEPHEN J. HENSEL ASSOCIATE ATTORNEY
Approved: Comptroller 11573	Um_

ANNEX I

to Confirmation, dated October 21, 2003, between Lehman Brothers Derivative Products Inc. and New York State Thruway Authority

Reduction Date	Notional Reduction Amount (\$)
3/15/2010	-
3/15/2011	•
3/15/2012	-
3/15/2013	-
3/15/2014	-
3/15/2015	-
3/15/2016	5,832,500
3/15/2017	9,437,000
3/15/2018	5,729,701
3/15/2019	-
3/15/2020	~
3/15/2021	·