

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated June 15, 2009 (the "Agreement"), is executed and delivered by the Pennsylvania Intergovernmental Cooperation Authority (the "Issuer") in connection with the Issuer's issuance of its \$354,925,000 Special Tax Revenue Refunding Bonds (City of Philadelphia Funding Program) Series of 2009 (the "Bonds"). The Issuer hereby covenants and agrees as follows:

Section 1. Purpose. This Agreement is being executed and delivered by the Issuer solely for the benefit of the holders and the beneficial owners of the Bonds and in order to assist the underwriters purchasing the Bonds to comply with the provisions of Section (b)(5)(i) of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission by undertaking to provide certain annual financial information and material event notices required by the Rule (collectively, "Continuing Disclosure"), and shall create no rights in any other person or entity.

Section 2. Annual Disclosure. (a) So long as any Bonds are outstanding, the Issuer shall provide annually its audited annual financial statements in accordance with the provisions of Section (b)(5)(i) of the Rule.

If the audited financial statements to be filed pursuant to this Section 2(a) are not available by the date of the required filing, the Issuer may instead file unaudited statements by such date and file audited statements when available.

(b) The Issuer shall provide annually the financial information described in subsection (a) above (collectively, the "Annual Disclosure") within 180 days after the end of the Issuer's fiscal year, commencing with the Issuer's fiscal year ending June 30, 2009, to the Municipal Securities Rulemaking Board (the "MSRB").

(c) The Annual Disclosure may be included by specific reference to other documents available to the public on the MSRB internet website or filed with the SEC.

(d) The Issuer shall provide in a timely manner to the MSRB notice specifying any failure of the Issuer to provide the Annual Disclosure by the date specified.

Section 3. Event Disclosure. So long as any Bonds are outstanding, the Issuer shall provide in a timely manner to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (a) principal and interest payment delinquencies;
- (b) non payment related defaults;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;

- (f) adverse tax opinions or events affecting the tax exempt status of the Bonds;
- (g) modifications to rights of Bondholders;
- (h) optional, contingent or unscheduled Bond calls;
- (i) defeasance of all or any portion of the Bonds;
- (j) release, substitution, or sale of property securing repayment of the Bonds; and
- (k) rating changes.

Section 4. Termination. The obligations of the Issuer hereunder will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all the Bonds.

Section 5. Amendment. The Issuer may modify its obligations hereunder without the consent of Bondholders, provided that this Agreement as so modified complies with the Rule as it exists at the time of modification. The Issuer shall within a reasonable time thereafter send to the MSRB a description of such modifications.

Section 6. Defaults. (a) If the Issuer fails to comply with any covenant or obligation regarding Continuing Disclosure specified in this Agreement, any holder (within the meaning of the Rule) of Bonds then outstanding may, by notice to the Issuer, proceed to protect and enforce its rights and the rights of the holders of the Bonds by an action for specific performance of such covenant to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the Issuer to comply with any obligation regarding Continuing Disclosure specified in this Agreement (i) shall not be deemed to constitute an event of default under the Bonds or the indenture or other documents providing for the issuance of the Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 6(a) above.

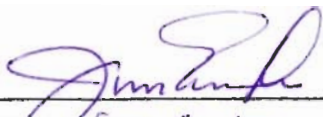
Section 7. Additional Disclosure. The Issuer may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the Issuer shall not incur any obligation to continue to provide, or to update, such additional information or data.

Section 8. General Provisions Regarding Filings. Notwithstanding any other provisions of this Agreement, any filing required by this Agreement may be made with such repositories and using such electronic filing systems as may be approved from time to time by the Securities and Exchange Commission or the MSRB. All filings with the MSRB pursuant to this Agreement: (a) shall be made in an electronic format as prescribed by the MSRB; and (b) shall be accompanied by identifying information as prescribed by the MSRB. Unless otherwise prescribed by the MSRB, such submission to the MSRB shall be made via its Electronic Municipal Market Access (“EMMA”) system. The Issuer agrees that any filing which it makes hereunder prior to July 1, 2009 shall comply with the filing requirements of the Rule as in effect prior to July 1, 2009.

Section 9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Issuer has executed this Agreement as of the date and year first above written.

**PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY**

By: 
Name: *Jim Eisenbaur*
Title: *Chair*

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