

**PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY**

**\$214,565,000**

**Special Tax Revenue Refunding Bonds  
(City of Philadelphia Funding Program)  
Series of 2008**

**Closing Binder Item**

**H. 4. Opinion of Counsel to the Trustee**

# DILWORTH PAXSON LLP

LAW OFFICES

May 15, 2008

RBC Capital Markets Corporation  
130 North 18<sup>th</sup> Street  
Philadelphia, PA 19103

Financial Security Assurance  
350 Park Avenue  
New York, NY 10022

JPMorgan Chase Bank, National Association  
270 Park Avenue  
New York, New York

Re: Pennsylvania Intergovernmental Cooperation Authority (PICA)  
Special Tax Revenue Refunding Bonds (City of Philadelphia  
Funding Program) Series of 2008

Ladies and Gentlemen:

We have acted as counsel to U.S. Bank National Association, as trustee (the "Trustee"), for the purpose of rendering the opinions set forth herein, in connection with the issuance and sale by the Pennsylvania Intergovernmental Cooperation Authority (the "Authority") of \$133,740,000 aggregate principal amount of the Authority's Special Tax Revenue Refunding Bonds (City of Philadelphia Funding Program) Series of 2008A and \$80,825,000 aggregate principal amount of the Authority's Special Tax Revenue Refunding Bonds (City of Philadelphia Funding Program) Series of 2008B (collectively, the "2008 Bonds"), pursuant to the Pennsylvania Intergovernmental Cooperation Authority Act for Cities of the First Class, approved June 5, 1991 (P.L. 9, No. 6), as amended (the "Act"). The 2008 Bonds are being issued pursuant to an Amended and Restated Indenture of Trust dated as of December 1, 1994 (the "1994 Indenture"), between the Authority and the Trustee, as successor trustee to Meridian Bank, as amended and supplemented (the "Indenture"), including as amended and supplemented by a Fifth Supplement to the Amended and Restated Indenture of Trust dated as of May 15, 2008 (the "Fifth Supplement"). The Authority, the Trustee and JPMorgan Chase Bank, National Association are entering into a Standby Bond Purchase Agreement dated as of May 1, 2008 (the "Standby Agreement") relating to the 2008 Bonds, and a Custody Agreement dated as of May 1, 2008 (the "Custody Agreement") relating to the Standby Agreement. All capitalized terms not otherwise defined shall have the meanings ascribed to such terms in the Indenture.

We have been informed that the proceeds from the sale of the 2008 Bonds, together with other available funds of the Authority, will be used to (i) currently refund the Authority's Special Tax Revenue Bonds (City of Philadelphia Funding Program), Series of 2003, (ii) currently

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refund the Authority's Special Tax Revenue Bonds (City of Philadelphia Funding Program), Series of 2006, and (iii) pay the costs of obtaining credit enhancement for and the costs of issuing the 2008 Bonds.

In providing the opinions set forth herein, we have examined such matters of fact and questions of law as we have considered appropriate, except where a statement is qualified as to knowledge or awareness, in which case we have made no inquiry. We have also examined an executed copy of the Fifth Supplement, the Standby Agreement, the Custody Agreement, and such other documents related thereto as we have deemed appropriate.

Based upon our examination of the documents referred to above, and subject to the limitations, qualifications, assumptions, and exceptions hereinafter set forth, it is our opinion that:

1. The Trustee is a national banking association established under the laws of the United States of America, and is lawfully empowered, authorized and duly qualified to serve as Trustee under the Indenture, pursuant to 12 U.S.C. §92a (a) and (b) and in accordance with 7 P.S. § 106 (c).

2. The Fifth Supplement, the Standby Agreement and the Custody Agreement have been duly authorized, executed and delivered by the Trustee and each constitutes the legal, valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its respective terms.

3. The Trustee has all the necessary corporate power required to carry out its obligations under the Fifth Supplement, the Standby Agreement and the Custody Agreement.

The opinions expressed herein are subject in all respect to the following qualifications, assumptions and exceptions.

(a) In the course of our examination, we have assumed the genuineness of all signatures other than those of the Trustee on the Fifth Supplement, the Standby Agreement and the Custody Agreement, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted as certified or photostatic copies. In addition, in making our examination of documents executed by entities or persons other than the Trustee we have assumed that each of such other entities or persons had the power and authority to enter into and perform all of its obligations under such documents, and have also assumed the due execution and delivery of those documents by each entity or person, and have further assumed that such documents are valid and binding upon the other parties thereto and are enforceable against such parties in accordance with the respective terms thereof.

(b) We express no opinion with respect to the enforceability of the Fifth Supplement, the Standby Agreement and the Custody Agreement, as such enforceability may be limited by: (i) the availability or unavailability of equitable remedies including, but not limited to, specific performance and injunctive relief; and (ii) the effect of bankruptcy, moratorium, insolvency, reorganization, arrangement or other similar laws relating to bank insolvency (including the Federal Deposit Insurance Act) and affecting the rights of creditors generally, whether now or

hereafter in effect and subject to general principles of equity (whether such enforcement is sought at law or in equity).

(c) Our opinions set forth herein are based upon and rely upon the current state of the law and, in all respects, are subject to and may be limited by future legislation as well as by developing case law. The opinions expressed herein relate solely to the laws of the Commonwealth of Pennsylvania and with respect to the statements in paragraph 1 herein, the federal laws of the United States of America. No opinion is expressed with respect to the laws of any other jurisdiction or as to the municipality or other local agent of any state.

(d) Whenever a statement herein is qualified, it is intended to indicate that those attorneys at this firm who have rendered legal services in connection with the transactions pursuant to the Fifth Supplement, the Standby Agreement and the Custody Agreement have relied solely on the representations and warranties of the Trustee. We have not undertaken any independent investigation to determine the accuracy of the Trustee's representations and warranties in the Fifth Supplement, the Standby Agreement and the Custody Agreement, and no inference that we have knowledge of any matters pertaining thereto should be drawn from our representation of the Trustee.

(e) No opinion is to be implied or may be inferred beyond the matters expressly stated in this letter. We assume no obligation to update or supplement our opinions set forth herein to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur. This opinion is intended for the benefit of the Authority and may not, without our express written consent, be otherwise used or relied upon by any other person or entity.

Very truly yours,

*Delwert Popow LLP*