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JPMorgan**Transaction (Revision)
(Basis Cap)**

Date: May 18, 2004

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between:

JPMORGAN CHASE BANK**And****PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY**

on the Trade Date and identified by the JPMorgan Deal Number specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definition and provisions contained in the 2000 ISDA Definitions, incorporating the June 2000 version of the Annex (the "2000 Definitions") and the 1992 ISDA U.S. Municipal Counterparty Definitions (the "1992 Muni Definitions"), each as amended and supplemented through the date of this Confirmation (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between the 2000 Definitions and the 1992 Muni Definitions, the 1992 Muni Definitions will govern and in the event of any inconsistency between the 1992 Muni Definitions and this Confirmation, this Confirmation will govern.

1. In accordance with Part 5(e) of the Schedule to the ISDA Master Agreement dated as of December 6, 2001, as amended and supplemented from time to time (the "Agreement"), between JPMORGAN CHASE BANK ("JPMorgan") and the PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY (the "Counterparty"), JPMorgan and the Counterparty hereby agree that this Confirmation amends, supplements, forms part of, and is subject to, the Agreement. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

JPMorgan Deal Number: 0500085003909

Trade Date: April 15, 2004

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Notional Amount: See Schedule I, attached hereto
 Termination Date: June 15, 2023
 Basis Cap Ratio Rate: 70%

Fixed Amounts

Fixed Rate Payer: JPMorgan
 Fixed Rate Effective Date: June 15, 2009
 Fixed Rate Payer Payment Dates: The fifteenth of each calendar month, commencing with July 15, 2009, up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
 Fixed Rate: 0.46% per annum
 Day Count Fraction for Fixed Rate: 30/360

Floating Amounts

Floating Rate Payer: Counterparty
 Floating Rate Effective Date: June 15, 2009
 Floating Rate Payer Payment Dates: The fifteenth of each calendar month, commencing with July 15, 2009, up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.
 Floating Rate Index I: Municipal Swap index (as defined below)
 "Municipal Swap Index" means the EMA Municipal Swap IndexTM (formerly, the PSA Municipal Swap IndexTM), as defined in the 1992 Muni Definitions; provided, however, that if the EMA Municipal Swap IndexTM is no longer available, the Municipal Swap Index shall be deemed to be the Kenny IndexTM (as defined in the 1992 Muni Definitions), and provided further, however, that if the Kenny

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Index TM is no longer available, JPMorgan, in consultation with the Counterparty, will select or calculate a comparable index (which comparable index shall reflect taxable bond rates in the event a legislative or regulatory change has the effect of eliminating tax-exempt bonds), which shall be deemed to be the Municipal Swap Index.

Designated Maturity for Floating Rate Index I:

1 week

Day Count Fraction for Floating Rate Index I:

Actual/Actual

Reset Dates for Floating Rate Index I:

Floating Rate Effective Date and thereafter weekly on Thursday, provided that the Floating Rate shall be determined on Wednesday of each week, and the Floating Rate Index I will be effective for the seven (7) day period from and including the Thursday for which such Floating Rate Index I Option is effective to and including the following Wednesday, without regard to the Modified Following Business Day Convention

Floating Rate Index II:

USD-LIBOR-BBA

Designated Maturity for Floating Rate Index II:

One Month

Reset Dates for Floating Index II:

Floating Rate Effective Date and, thereafter, the fifteenth day of each calendar month up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Amounts Payable by Floating Rate Payer:

For each Calculation Period, the amount payable by the Floating Rate Payer on the applicable Floating Rate Payer Payment Date, shall equal the greater of: (a) the average of Floating Rate Index I during such Calculation Period divided by Floating Rate Index II (as of the Reset Date at the commencement of such Calculation Period) less the Basis Cap Ratio Rate, multiplied by such Floating Rate Index II, times the Notional Amount times the Day

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Count Fraction for Floating Amount Payable and (b) zero.

For purposes of clarification, clause (a) can be depicted by the following equation:

$$[(\text{Municipal Swap index} / 1 \text{ Month USD-LIBOR-BBA}) - 70\%] * 1 \text{ Month USD-LIBOR-BBA} * \text{Notional Amount} * \text{Day Count Fraction for Floating Amount Payable}$$

Day Count Fraction for Floating Amount Payable: Actual/360

Other Provisions

Averaging: Applicable for Floating Rate Index I

Method of Averaging: Daily Weighted

Compounding: Not applicable

Business Day Locations for JPMorgan: New York, London

Business Day Locations for Counterparty: New York, London

Payments will be: Net

3. Termination Option

As provided in paragraph (h)(1) of Part 1 of the Schedule dated as of December 6, 2001 between JPMorgan and Counterparty, it is the intention of the parties that the Counterparty shall have the right optionally to terminate the Transaction described in this Confirmation. In the event the Counterparty terminates the Transaction, the Termination payment shall be determined pursuant to Part 1(g) of the Schedule to Master Agreement.

4. Account Details

Payments to JPMorgan:

Account for payments in USD: JPMorgan Chase Bank
New York

Favour: JPMorgan Chase Bank, New York Branch

ABA/Bank No.: CHASUS33XXX

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Account No.: 099997979

Reference: JPMorgan Deal Number: 0500085003909

Payments to Counterparty:

Account for payments in USD: Wachovia Bank, National Association

Favour: PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY c/o Wachovia
Bank, National Association

ABA/Bank No.: 053000219

Account No.: DDA5000000016439

Reference: PICA

Alice Amoro, CT1870

5. Offices

- (a) The Office of JPMorgan for the Swap Transaction is NEW YORK; and
- (b) The Office of the Counterparty for the Swap Transaction is PHILADELPHIA.

All enquiries regarding confirmations should be sent to:

JPMorgan Chase Bank
4 Metrotech Center
17th Floor
Brooklyn, New York 11246

Attention: Documentation Control

Telephone: 1-718-242-3100
Facsimile: 1-718-242-4809

Please quote the JPMorgan Deal Number indicated above.

6. Additional Representations

Each party represents that (i) it is entering into the transaction evidenced hereby as principal (and not as agent or in any other capacity); (ii) the other party is not acting as a fiduciary for it; (iii) it is not relying upon any representations except those expressly set forth in the Agreement or this Confirmation; (iv) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed

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this transaction with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter, telex or facsimile substantially similar to this letter, which letter, telex or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms. When referring to this Confirmation, please indicate: JPMorgan Deal Number: 0500085003909

Yours sincerely,

JPMORGAN CHASE BANK

By: _____
Name: _____
Title: _____



Cloris Liu
Associate
JPMorgan Chase Bank

Confirmed as of the
date first above written:

PENNSYLVANIA INTERGOVERNMENTAL
COOPERATION AUTHORITY

By: Joseph C. Ugras
Name: Joseph C. Ugras
Title: EXECUTIVE DIRECTOR / CEO

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SCHEDULE I

NOTIONAL AMOUNT

<u>From and After</u>	<u>Notional Amount</u>	<u>Currency</u>
15-Jun-2009	326,865,000.00	USD
15-Jun-2010	301,495,000.00	USD
15-Jun-2011	278,450,000.00	USD
15-Jun-2012	254,215,000.00	USD
15-Jun-2013	228,715,000.00	USD
15-Jun-2014	201,900,000.00	USD
15-Jun-2015	173,695,000.00	USD
15-Jun-2016	144,035,000.00	USD
15-Jun-2017	112,840,000.00	USD
15-Jun-2018	89,130,000.00	USD
15-Jun-2019	72,960,000.00	USD
15-Jun-2020	56,020,000.00	USD
15-Jun-2021	38,235,000.00	USD
15-Jun-2022	19,560,000.00	USD