

Exhibit F

(Certificate of Bond Pricing Authority)

**CERTIFICATION  
OF  
BOND COMMITTEE**

THE UNDERSIGNED, being the Chairperson, the Treasurer and the Executive Director, respectively, of the Pennsylvania Intergovernmental Cooperation Authority (the "Authority") and the members of the "Bond Committee" designated in Resolution No. 2003-04 adopted by the governing board of the Authority on March 24, 2003 (the "Bond Resolution"), HEREBY CERTIFY AS FOLLOWS in connection with the issuance and sale by the Authority on or about the date hereof of \$165,550,000 aggregate principal amount of its Special Tax Revenue Refunding Bonds (City of Philadelphia Funding Program) Series of 2003 (the "Series 2003 Bonds") and in connection with the basis cap transaction (the "Basis Cap Transaction") being entered into between the Authority and JPMorgan Chase Bank ("JPMorgan Chase") on or about the date hereof:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of the Bond Resolution as duly adopted by the affirmative vote of not less than four voting members of the governing board of the Authority at a meeting thereof duly called and held on March 24, 2003, at which meeting a quorum was present and acting throughout. Notice of said meeting was given in accordance with the Bylaws of the Authority and public notice of said meeting was given in accordance with the requirements of the Pennsylvania Sunshine Law. The Bond Resolution has not been amended, modified, repealed or rescinded in whole or in part and remains in full force and effect on and as of the date hereof.

2. Pursuant to the Bond Resolution, the members of the Bond Committee have unanimously approved all terms, conditions and details of the Series 2003 Bonds and the issuance, sale and delivery thereof, as reflected in (i) the Official Statement, dated June 12, 2003, of the Authority with respect to the Series 2003 Bonds; (ii) the Bond Purchase Contract, dated June 12, 2003, between the Authority and Raymond James & Associates, Inc., as Representative of the Underwriters named therein; and (iii) the Third Supplement to the Amended and Restated Indenture of Trust, dated as of June 1, 2003, between the Authority and Wachovia Bank, National Association, as Trustee, all of which documents are attached hereto as Exhibit "B".

3. Pursuant to the Bond Resolution, the members of the Bond Committee unanimously selected JPMorgan Chase as the counterparty to the Basis Cap Transaction.

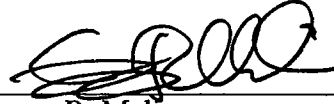
4. Pursuant to the Bond Resolution, the members of the Bond Committee have unanimously approved all terms and details of the Basis Cap Transaction and have unanimously approved the form and terms of the Master Agreement dated as of December 6, 2001, the Schedule to the Master Agreement dated as of December 6, 2001 (including the Credit Support Annex to said Schedule) and the Confirmation dated June 9, 2003, each between the Authority and JPMorgan Chase and attached hereto as Exhibit "C".

*[Signatures appear on the following page.]*

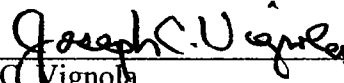
WITNESS the due execution hereof this 16<sup>th</sup> day of June 2003.



Lauri A. Kavulich  
Chairperson



Gregg R. Melinson  
Treasurer



Joseph C. Vignola  
Executive Director

*Signature Page to Certification of Bond Committee*

**EXHIBIT "A"**

**Bond Resolution**

(Attached)

**Bond Resolution**

**[See Item Exhibit B to Secretary Certificate of Authority, Item C-4]**

**EXHIBIT "B"**

**Bond Documents**

(Attached)

## **Bond Documents**

**[For Third Supplement to Amended and Restated Indenture of Trust, See Item B-1]**

**[For Bond Purchase Contract, See Item B-3]**

**[For Official Statement, See Item B-9]**

**EXHIBIT "C"**

**Basis Cap Documents**

(Attached)



ATTN: Joseph Vignola, Executive Director  
PENNSYLVANIA INTERGOVERNMENTAL  
COOPERATION AUTHORITY  
1429 Walnut Street, 14<sup>th</sup> Floor, Philadelphia, PA 19102

FAX NO: 215 563 2570

FROM: SAMUEL GRUER  
On behalf of JP MORGAN SECURITIES INCORPORATED  
As Agent for JP MORGAN CHASE BANK – NEW YORK

RE: TRANSACTION CONFIRMATION

TRADE DATE: 6 June 2003

FIXED RATE EFFECTIVE  
DATE: 15 June 2003

FLOATING RATE  
EFFECTIVE DATE: 15 June 2005

YOUR REF:  
OUR REF: 85002203

DATE SENT:

NO. OF PAGES: 8 (Excluding Cover)

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**Transaction  
(Basis Cap)**

Date: June 9, 2003

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(c) 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: 85002203

Trade Date: June 6, 2003

Notional Amount: See Schedule I, attached hereto  
Fixed Rate Effective Date: June 15, 2003  
Termination Date: June 15, 2022  
Basis Cap Ratio Rate: 70%

**Fixed Amounts**

Fixed Rate Payer: JPMorgan  
Fixed Rate Payer Payment Dates: The fifteenth of each calendar month, commencing with the first calendar month following the month in which the Fixed Rate Effective Date occurs, up to and including the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.  
Fixed Rate: 0.40% per annum  
Day Count Fraction for Fixed Rate: 30/360

**Floating Amounts**

Floating Rate Payer: Counterparty  
Floating Rate Effective Date: June 15, 2005  
Floating Rate Payer Payment Dates: The fifteenth of each calendar month, commencing July 15, 2005, 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 BMA Municipal Swap Index<sup>TM</sup> (formerly, the PSA Municipal Swap Index<sup>TM</sup>), as defined in the 1992 Muni Definitions; provided, however, that if the BMA Municipal Swap Index<sup>TM</sup> is no longer available, the Municipal Swap Index shall be deemed to be the Kenny Index<sup>TM</sup> (as

defined in the 1992 Muni Definitions), and provided further, however, that if the Kenny Index™ 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 Count Fraction for Floating Amount Payable and (b) zero.

For purposes of clarification, clause (a) can be depicted by the following equation:  $[(BMA/1 \text{ Month LIBOR}) - 70\%] * 1 \text{ Month LIBOR} * \text{Notional} * \text{Day Count}$

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 JP Morgan Chase Bank and the 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

Account No.: 099997979  
Reference: JPMorgan Deal Number: 85002203

**Payments to Counterparty:**

Account for payments in USD: JPMorgan Chase Bank  
Favour: PENNSYLVANIA INTERGOVERNMENTAL  
COOPERATION AUTHORITY c/o First Union  
National Bank  
ABA/Bank No.: 053000219  
Account No.: 1556597839  
Reference: Trust Operations DDA 500000006439  
Attention: Howard Parker 215-670-4541

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  
17<sup>th</sup> 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 necessary and not upon any view expressed by the other party; and (v) it is entering into

**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: 85002203

Yours sincerely,

JPMORGAN CHASE BANK

By: \_\_\_\_\_

Name:

Title:

Confirmed as of the  
date first above written:

PENNSYLVANIA INTERGOVERNMENTAL  
COOPERATION AUTHORITY

By: \_\_\_\_\_

Name:

Title:



## SCHEDULE I

### NOTIONAL AMOUNT

<u>From and After</u>	<u>Notional Amount</u>	
15-Jun-2003	163,185,000.00	USD
15-Jun-2004	157,850,000.00	USD
15-Jun-2005	152,255,000.00	USD
15-Jun-2006	146,385,000.00	USD
15-Jun-2007	140,220,000.00	USD
15-Jun-2008	133,740,000.00	USD
15-Jun-2009	126,915,000.00	USD
15-Jun-2010	119,750,000.00	USD
15-Jun-2011	112,225,000.00	USD
15-Jun-2012	104,325,000.00	USD
15-Jun-2013	96,030,000.00	USD
15-Jun-2014	87,320,000.00	USD
15-Jun-2015	78,175,000.00	USD
15-Jun-2016	68,575,000.00	USD
15-Jun-2017	58,495,000.00	USD
15-Jun-2018	47,910,000.00	USD
15-Jun-2019	36,790,000.00	USD
15-Jun-2020	25,120,000.00	USD
15-Jun-2021	12,865,000.00	USD