

[LETTERHEAD OF COUNSEL TO PARTICIPATING BANK]

\_\_\_\_\_, 2006

PNC Bank, National Association  
One PNC Plaza  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707

PNC Capital Markets, Inc.  
One PNC Plaza, 25th Floor  
249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222-2707

Re: \$\_\_\_\_\_ Pennsylvania Economic Development  
Financing Authority [Taxable] [Industrial] [Economic]  
Development Revenue Bonds, 2006 Series \_\_\_\_\_  
(\_\_\_\_\_ Project)

Ladies and Gentlemen:

I am counsel for \_\_\_\_\_ (the "Participating Bank"), a  
\_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_, in  
connection with the execution and delivery by the Participating Bank of a Participation and  
Reimbursement Agreement (the "Participating Bank Agreement") with PNC Bank, National  
Association (the "Bank"), dated as of \_\_\_\_\_, 2006. In that connection, I am familiar  
with the Participating Bank's Charter, Articles of Incorporation [Association] and By-Laws, all as  
amended to date and in full force and effect on the date hereof. In addition, I have examined  
originals, or copies certified to my satisfaction, of such agreements, documents, certificates and  
other statements as I have deemed relevant and necessary as a basis for this opinion, and I have  
relied as to factual matters on the statements, representations and warranties made therein. In  
such examination, I assumed the genuineness of all signatures (except as to those of the  
Participating Bank), the authenticity of all documents submitted to me as originals and the  
conformity with the originals of all documents submitted to me as copies.

Defined terms used herein and not otherwise defined shall have the same meanings as such terms are given in the Participating Bank Agreement.

Based upon the foregoing, I am of the opinion that:

1. The Participating Bank is a \_\_\_\_\_ duly [incorporated] [established], validly existing and in good standing under the laws of the [United States] [State], is qualified to do business in the State, and has all powers, corporate or otherwise, as applicable, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and to perform all of its obligations under the Participating Bank Agreement.

2. The execution, delivery and performance by the Participating Bank of the Participating Bank Agreement, the Pledge, Security and Indemnification Agreement and the Related Documents to which it is a party are within the Participating Bank's corporate power, have been duly authorized by all necessary corporate action, do not and will not require any consent or approval of the members of the Board of Directors of the Participating Bank which have not been obtained, and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the Articles of [Incorporation] [Association] or By-Laws, of the Participating Bank or of any agreement, judgment, injunction, order, decree, or other instrument binding upon the Participating Bank.

3. The Participating Bank Agreement, the Pledge, Security and Indemnification Agreement and the Related Documents to which the Participating Bank is or is to be a party have been or will be duly executed and delivered and are, or upon execution will be, valid and binding obligations of the Participating Bank, enforceable against the Participating Bank in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principals relating to or limiting creditor's rights generally or the availability of equitable remedies.

4. No approval, consent or authorization of, notice to or filing or registration with, any governmental authority or body is required for the due execution, delivery or performance by the Participating Bank of the Participating Bank Agreement, the Pledge, Security and Indemnification Agreement or any Related Document to which it is or is to be a party, except as have been obtained and are in full force and effect.

5. There is no action, suit or proceeding pending or to my knowledge threatened, against or affecting the Participating Bank before any court or arbitrator or any governmental body, agency or official in which there is a reasonable possibility of an adverse decision which (a) could materially adversely affect the Participating Bank or the business,

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PNC Capital Markets, Inc.

\_\_\_\_\_, 2006

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financial position or results of operations of the Participating Bank or (b) question the validity of the Participating Bank Agreement, the Pledge, Security and Indemnification Agreement or any of the Related Documents to which it is or is to be a party.

Very truly yours,